

#### SUPPLEMENTAL AGREEMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT

MDX PROCUREMENT/CONTRACT NO.: RFP-16-01(A)

MDX WORK PROGRAM NO.: N/A

MDX PROJECT/SERVICE TITLE: INSPECTION & REPORTING SERVICES FOR MDX STRUCTURES

#### WITNESSETH

WHEREAS, MDX, the predecessor agency to GMX, competitively procured for all Services necessary to provide *Inspection & Reporting Services for MDX Structures* (the "Services"), and subsequently on *July 21*, 2016, entered into Professional Services Agreement, MDX Procurement/Contract No. *RFP-16-01* with the Consultant to perform the Services (the "Agreement" or "Contract"); and

**WHEREAS**, on December 16, 2020, Judge John Cooper signed a Stipulated Order authorizing the Executive Director of the predecessor agency to GMX to procure, modify or extend contracts for goods and services to ensure proper maintenance, system preservation and public safety; and

WHEREAS, the Executive Director of the predecessor agency to GMX determined that the *Inspection & Reporting Services for MDX Structures* is a service that ensures proper maintenance, system preservation and public safety; and

**WHEREAS,** on *December 16, 2020*, the Parties entered into *Supplemental Agreement No. 1* to exercise one (1) of the two (2) year renewals; and

WHEREAS on *November 16, 2022*, the Parties entered into *Supplemental Agreement No. 2* to exercise the remaining one (1) two (2) year renewal extending the Agreement to *December 15, 2024*; and

Supplemental Agreement No. 4 to Professional Services Agreement

Page 1 of 5





WHEREAS, on *April 5, 2023*, the Parties entered into *Supplemental Agreement No. 3* to add funds to the Agreement in the amount of *Six Hundred Fifty Thousand Dollars (\$650,000.00)*; and

**WHEREAS**, during the 2023 Regular Legislative Session, the Florida Legislature clarified the legal status, ownership, and control of the roads that constitute the expressway system in Miami-Dade County and portions of northeast Monroe County. (348.03031(1), Fla. Stat); and

**WHEREAS**, the Legislature clarified the authority of GMX and dissolved MDX (*Chapter 2019-169, Laws of Florida*; 348.03031(4), Fla. Stat., and 2019-169, Laws of Florida); and

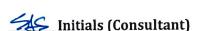
**WHEREAS**, pursuant to this SA #4 the Parties wish to:

- Further extend the Agreement to allow sufficient time for GMX to re-procure for the Services;
- Add funds to the Agreement to allow for the continuation of the Services through the extension period; and
- Allow for all references of Miami-Dade County Expressway Authority and/or MDX to be removed and replaced with Greater Miami Expressway Agency and/or GMX.

**NOW THEREFORE**, pursuant to Section 8.3 *Approval Authority of Agreements and Supplemental Agreements* of the GMX Procurement Policy; and in consideration of the mutual promises and covenants contained herein, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

- 1. The foregoing recitations are true and correct and are incorporated herein by reference.
- 2. Exhibit A, Entitlement Analysis; Exhibit B, Revised Subcontractor/Subconsultant Utilization Report, are made part of this SA #4 and are hereby incorporated herein.
- 3. In accordance with Exhibit A, Entitlement Analysis, the Agreement is hereby extended for six and a half months for an expiration date of June 30, 2025, or upon execution of a new Agreement.
- 4. Summary of Revisions to the Term of the Agreement:

The following table sets forth the revisions to the Term of the Agreement for time granted in Supplemental Agreements, including this SA #4.





Summary of Revisions to the Term of the Agreement				
	Time Granted	Term of the Agreement	End Date	
Original Term		48 Months	July 24, 2024	
Stipulated Order	6 Months	54 Months	December 15, 2020	
SA #1	24 Months	78 Months	December 15, 2022	
SA #2	24 Months	102 Months	December 15, 2024	
SA #3	0 Months	102 Months	December 15, 2024	
SA #4	6½ Months	108½ Months	June 30, 2025, or upon execution of a new Agreement.	

- 5. Pursuant to Exhibit A, Entitlement Analysis funds under the Agreement in the amount of Two Hundred Sixty-One Thousand, Five Hundred Sixty-Two Dollars (\$261,562.00) are being added to the Agreement
- 6. The Contract Amount of One Million, Nine Hundred Fifty-Seven Thousand, Eight Hundred Ten Dollars and Zero Cents (\$1,957, 810.00) is hereby increased by Two Hundred Sixty-One Thousand, Five Hundred Sixty-Two Dollars (\$261,562.00) for a Contract Amount of Two Million, Two Hundred Nineteen Thousand, Three Hundred Seventy-Two Dollars and Zero Cents (\$2,219,372.00).
- 7. Summary of Revisions to the Contract Amount.

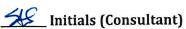
The following table sets forth the revisions to the Contract Amount for each Contract Supplemental Agreement including this SA #4:

Summa	iummary of Revisions to the Contract Amount		
	(\$) Change	Contract Amount	
Original Contract Amount		\$1,307,810.00	
SA #1	\$0.00	\$1,307,810.00	
SA #2	\$0.00	\$1,307,810.00	
SA #3	\$650,000.00	\$1,957, 810.00	
SA #4	\$261,562.00	\$2,219,372.00	

8. In accordance with the additional funds required pursuant to this SA #4, *Exhibit B, Revised Subcontractor/Subconsultant Utilization Report*, attached hereto and incorporated herein, shall hereby supplant all Subcontractor/Subconsultant Utilization Reports revised or otherwise signed prior to the Effective Date of this SA #4.

Supplemental Agreement No. 4 to Professional Services Agreement

Page 3 of 5





- The MDX Procurement/Contract No. RFP-16-01(A) is hereby replaced with GMX 9. Procurement/Contract No. RFP-16-01(A).
- The MDX Work Program No.: N/A is hereby replaced with GMX Work Program No.: N/A. 10.
- The MDX Project/Service Title: Inspection & Reporting Services for MDX Structures is hereby 11. replaced with the GMX Project/Service Title: Inspection & Reporting Services for GMX Structures.
- All references to MDX in the Contract Documents are hereby replaced with GMX. 12.
- The defined terms used herein, unless otherwise defined in this SA #4, shall have the meanings 13. ascribed to them in the Contract Documents.
- Except as expressly provided herein, all the terms, conditions, covenants, agreements and 14. understandings contained in the Contract Documents shall remain unchanged and in full force and effect, and the same are hereby expressly ratified and confirmed by the Parties.
- This SA #4 shall not alter or change in any manner the force and effect of the Contract except 15. insofar as the same is altered and amended by this SA #4. Wherever the terms of this SA #4 and the terms of the Contract Documents are in conflict, the terms of this SA #4 shall govern and control.
- The Parties hereby agree the consideration expressed in this SA #4 that the monetary sum(s) 16. agreed to herein constitute a full and complete settlement of all the matters relating to and set forth herein, including, but not limited to, all direct costs for equipment, manpower and materials, as well as indirect costs, expenses and profit (inclusive of overhead of any kind) and delay damages relating to the issues set forth in this SA #2. The settlement outlined herein is limited to and applies only to any claims arising out of or on account of the matters described and set forth in this SA #4 which constitutes the totality of SA #4.
- Exhibits: 17.

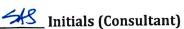
Exhibit A

**Entitlement Analysis** 

Supplemental Agreement No. 4 to Professional Services Agreement

Exhibit B

Revised Subcontractor/Subconsultant Utilization Report





**IN WITNESS WHEREOF**, the Parties have caused this SA #4 to be executed by their respective and duly authorized officers as of the Effective Date set forth herein.

GREATER MIAMI EXPRESSWAY AGENCY	TRANSYSTEMS CORPORATION D/B/A TRANSYSTEMS CORPORATION CONSULTANTS		
By:	By: Signature of Authorized Officer		
Executive Director/CEO	Steven A. Shaup, PE		
	Print Name of Authorized Officer		
	Principal / Senior Vice President		
	Title of Authorized Officer		