

# SUPPLEMENTAL AGREEMENT NO. 2 TO SERVICE AGREEMENT

MDX PROCUREMENT/CONTRACT NO.: ITB-23-13

MDX WORK PROGRAM NO.: N/A

MDX PROJECT/SERVICE TITLE: SYSTEMWIDE MAINTENANCE OF TRAFFIC (MOT) SERVICES

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO SERVICE AGREEMENT (as "SA #2") is made and entered into this <u>28th</u> day of <u>August</u>, <u>2025</u> (the "Effective Date"), by and between the *Greater Miami Expressway Agency* ("GMX"), a body politic and corporate, a public instrumentality and an agency of the State of Florida, existing under Florida Statues Chapter 348, Part I, as amended, acting by and through its Governing Board, and *Safety Systems Barricades, Corp.* (the "Contractor"), a Florida corporation, located at **6551** NW 74th Avenue, Miami, Florida 33166 and duly authorized to conduct business in the State of Florida, Federal I.D. No. **26-3278034** (collectively, referred to herein as the "Parties" to this SA # 2).

#### WITNESSETH

WHEREAS, Miami-Dade Expressway Authority ("MDX") competitively procured for all Services necessary to provide *Systemwide Maintenance of Traffic (MOT) Services* (the "Work or Services"), and subsequently on May 23, 2023 entered into Service Agreement MDX Procurement/Contract No. ITB-23-13, with the Contractor to perform the Services (the "Agreement" or "Contract");

**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);

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

WHEREAS, as further explained in Exhibit A, Entitlement Analysis, the purpose of this Supplemental Agreement is to increase the contract capacity for this Contract in the amount of Three Hundred Twenty-Two Thousand Three Hundred Sixty Dollars and Zero Cents (\$322,360.00) based on twenty (20%) of the contract amount of \$1,611,800.00; and

WHEREAS, the new contract capacity will be **One Million Nine Hundred Thirty-Four Thousand One Hundred Sixty Dollars and Zero Cents (\$1,934,160.00)**, which will ensure adequate funding for GMX needs until original Contract end date plus one optional year;

Supplemental Agreement No. 2 to Service Agreement

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## MDX PROCUREMENT/CONTRACT NO.: ITB-23-13 GMX PROJECT/SERVICE TITLE: SYSTEMWIDE MAINTENANCE OF TRAFFIC (MOT) SERVICES

NOW THEREFORE, in accordance with Section 8.3 Approval Authority of Agreements and Supplemental Agreements of the Procurement Policy; incorporated herein 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 of this SA #2 is incorporated herein and attached hereto.
- 3. The defined terms used herein, unless otherwise defined in this SA #2, shall have the meanings ascribed to them in the Contract Documents.
- Except as expressly provided herein, all of the terms, conditions, covenants, agreements, and 4. 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 #2 shall not alter or change in any manner the force and effect of the Contract except insofar 5. as the same is altered and amended by this SA #2. Wherever the terms of this SA #2 and the terms of the Contract Documents are in conflict, the terms of this SA #2 shall govern and control.
- 6. As better described in Exhibit A, Entitlement Analysis, the Parties agree that the amount of \$322,360.00 is hereby added to the Contract amount to ensure we continue to provide the required level of maintenance, the contract capacity must be increased. This increase will address the additional replacement required for overhead and multi-post signs, as identified by the maintenance inspections conducted by EAC. The estimated amount accounts for labor, materials, equipment, and incidentals needed to perform the work.
- 7. List of Exhibit(s):

Exhibit A, Entitlement Analysis

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# MDX PROCUREMENT/CONTRACT NO.: <u>ITB-23-13</u> GMX PROJECT/SERVICE TITLE: <u>SYSTEMWIDE MAINTENANCE OF</u> TRAFFIC (MOT) SERVICES

**IN WITNESS WHEREOF**, the Parties have caused this SA #2 to be executed by their respective and duly authorized officers as of the Effective Date defined herein.

GREATER MIAMI EXPRESSWAY AGENCY	SAFETY SYSTEMS BARRICADES, CORP.
By: For Rafael S. Garcia	By:Signature of Authorized Officer
Interim Executive Director	
	Amilcar Robleda
	Print Name of Authorized Officer
	Vice-President
	Title of Authorized Officer



# GMX PROCUREMENT/CONTRACT NO.: ITB-23-13

GMX WORK PROGRAM NO.:

<u>N/A</u>

# GMX PROJECT/SERVICE TITLE: SYSTEMWIDE MAINTENANCE OF TRAFFIC (MOT) SERVICES

SUPPLEMENTAL AGREEMENT NO. 2

EXHIBIT A
ENTITLEMENT ANALYSIS

This document is intended to summarize entitlement for the purpose of approval by the Greater Miami Expressway Agency (GMX) as required by the procedures stipulated in the GMX General Specifications (REV. 08-23) Section 4-3.4 Conditions Requiring a Supplemental Agreement, and in accordance with Guidance Document 7.3 of the FDOT Construction Project Administration Manual (CPAM).

### 1. BACKGROUND

GMX entered into Procurement / Contract ITB 23-13 with Safety Systems Barricades; Corp. on May 23, 2023, and thereafter, issued a Notice to Proceed of June 8, 2023, to provide Systemwide Maintenance of Traffic (MOT) Services.

#### 2. ISSUE

To ensure we continue to provide the required level of maintenance, the contract capacity must be increased. This increase will address the additional maintenance of traffic services required for repairs and maintenance for ITS, bridge, and sign structures.

#### 3. BASIS FOR ESTIMATE

The estimated amount of **Three Hundred Twenty-Two Thousand Three Hundred Sixty Dollars and Zero Cents (\$322,360.00)** is based on **20%** of the contract amount of **\$1,611,800.00** under the Executive Director's signature (refer to GMX Procurement Policy Section 8.3.2.1, "Supplemental Agreements-Executive Director"). The necessity to increase contract capacity is to adequately address additional maintenance and repair needs for ITS, tolls systems, bridge, and sign structures. These needs were identified in the recent bi-annual structural inspections conducted by Marlin Engineering and Trans Systems and by the ITS Maintenance Supervisor. The estimated amount accounts for labor, materials, equipment, and incidentals needed to perform the maintenance of traffic services.

#### 4. PREMIUM COST

No premium costs are identified as a result of the aforementioned scope modifications.

#### 5. TIME IMPACT

No additional time will be added.

#### 6. ENTITLEMENT ANALYSIS

Entitlement for the additional work is detailed in the "Issue" and "Basis for Estimate" sections above.

## 7. FINAL DISPOSITION / RECOMMENDATION

It is recommended that GMX increase the contract capacity for this Contract in the amount of Three Hundred Twenty-Two Thousand Three Hundred Sixty Dollars and Zero Cents (\$322,360.00). The new contract capacity will be One Million Nine Hundred Thirty-Four Thousand One Hundred Sixty Dollars and Zero Cents (\$1,934,160.00). This increase will ensure adequate funding for GMX needs until original Contract end date plus one optional year.

**GEC** Recommendations:

**GMX** Approval:

Sergio Besu Besu Date: 2025.08.12 16:55:39
-0400

Claudio Diaferia Digitally signed by Claudio Diaferia Date: 2025.08.14 15:30:04 -04'00'

Sergio Besu, C.G.C.

GMX GEC B Deputy Program Director

EAC Consulting, Inc.

Claudio Diaferia, M.S., P.E.

**Chief Operating Officer** 

Greater Miami Expressway Agency