



SUPPLEMENTAL AGREEMENT NO. 1 TO SERVICE AGREEMENT

MDX PROCUREMENT/CONTRACT NO.: RFQ-24-01

MDX WORK PROGRAM NO.: 30041-000.20

MDX PROJECT/SERVICE TITLE: DESIGN ENGINEERING SERVICES FOR SR 878 LED LIGHTING CONVERSION

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO L SERVICE AGREEMENT (as "SA #1") is made and entered into this 13th day of June, 2025 (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 Statutes Chapter 348, Part I, as amended, acting by and through its Governing Board, and **HBC Engineering Company.**, (the "Contractor"), a Florida corporation, located at 8935 NW 35th Lane, Suite 201, Doral, Florida 33172 and duly authorized to conduct business in the State of Florida, Federal I.D. No. 22-3936061 (collectively, referred to herein as the "Parties" to this SA #1).

WITNESSETH

WHEREAS, the Greater Miami Expressway Agency (GMX), competitively procured all Services necessary to provide design engineering services for SR 878 LED lighting conversion (the "Services"), and subsequently on **June 28, 2024**, entered into Service Agreement Contract No. **RFQ-24-01**, with the Consultant to perform the Services (the "Agreement" or "Contract"); and

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 **Sixty-Seven Thousand, Eight Hundred Ninety Dollars and Eleven Cents (\$67,890.11)** resulting in a Total Contract Amount of **Eight Hundred Sixty-Seven Thousand, Seven Hundred Forty-Five Dollars, and Sixty-Three Cents (\$867,745.63)**. The additional funds are available in the project budget to fund the full SA #1 amount.*

NOW THEREFORE, in accordance with Section 8.3 *Approval Authority of Agreements and Supplemental Agreements* of the GMX 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 #1 is incorporated herein and attached hereto.

3. The defined terms used herein, unless otherwise defined in this SA #1, shall have the meanings ascribed to them in the Contract Documents.
4. Except as expressly provided herein, all of the terms, conditions, covenants, agreements, and 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.
5. This SA #1 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this SA #1. Wherever the terms of this SA #1 and the terms of the Contract Documents are in conflict, the terms of this SA #1 shall govern and control.
6. As better described in ***Exhibit A, Entitlement Analysis***, the Parties agree that the amount of \$67,890.11 is hereby added to the Contract amount to Incorporate the negotiated cost for the Post Design Services which may include, but are not limited to meetings, shop drawing reviews, plan revisions, RFI responses, and other necessary design support during the procurement and construction phases of the project.
7. List of Exhibit(s):
Exhibit A, Entitlement Analysis



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FOR SR 878 LED LIGHTING CONVERSION

IN WITNESS WHEREOF, the Parties have caused this SA #1 to be executed by their respective and duly authorized officers as of the Effective Date defined herein.

GREATER MIAMI EXPRESSWAY AGENCY

By: 
Rafael Garcia
Interim Executive Director

HBC Engineering Company

By: 
Signature of Authorized Officer

Adebayo Coker

Print Name of Authorized Officer

President

Title of Authorized Officer



GMX PROCUREMENT/CONTRACT NO.:
RFQ-24-01

GMX WORK PROGRAM NO(S).:
30041-000.020

GMX PROJECT/SERVICE TITLE:
DESIGN ENGINEERING SERVICES FOR SR 878 LED
LIGHTING CONVERSION

SUPPLEMENTAL AGREEMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT

EXHIBIT A
ENTITLEMENT ANALYSIS



GMX PROCUREMENT/CONTRACT NO.: RFQ-24-01
GMX WORK PROGRAM NO.: 30041-000.020
GMX PROJECT/SERVICE TITLE: DESIGN ENGINEERING
SERVICES FOR SR 878 LED LIGHTING CONVERSION

A. BACKGROUND INFORMATION:

The Greater Miami Expressway Agency ("GMX") competitively procured for all services necessary to provide ***Design Engineering Services for SR 878 LED Lighting Conversion*** (the "Services"), and subsequently entered into a Professional Services Agreement for GMX Procurement/Contract No.: ***RFQ-24-01*** (the "Agreement") with ***HBC Engineering Company*** (the "Consultant") on ***June 28, 2024*** (the "Effective Date"), with a Notice to Proceed date of ***July 8, 2024***.

Authorization Letter for Time Extension No. 1 (TE#1) was executed on May 2, 2025 extending the term of the Agreement by one (1) month through June 10, 2025, with no added scope or increase to the Contract Amount.

B. ENTITLEMENT ANALYSIS FOR SUPPLEMENTAL AGREEMENT NO. 1 (SA#1):

The Services consist of the design for the replacement of the existing SR 878 corridor High-Pressure Sodium (HPS) lighting system with a new Light Emitting Diode (LED) lighting system. This new LED lighting system will feature Smart Lighting technology, enabling remote monitoring and control of the luminaires. The new lighting will be installed on the outside shoulders of the SR 878 corridor, and the existing HPS lighting system will be removed.

Post Design Services are to be included and negotiated after Final Design is completed since at the time of the original negotiations, the project was in conceptual form and subject to change as it progressed through the various design phases. Final Design completion is anticipated June 10, 2025.

This SA#1 is necessary to incorporate the negotiated cost for the Post Design Services which may include, but are not limited to meetings, shop drawing reviews, plan revisions, RFI responses, and other necessary design support during the procurement and construction phases of the project. The increase to the Contract Amount is ***Sixty-Seven Thousand, Eight Hundred Ninety Dollars and Eleven Cents (\$67,890.11)***. Additionally, this SA extends the Contract term to be consistent with the Final Acceptance of the Project plus an additional two (2) months for project close-out.

C. FUNDING:

The overall increase to the Contract Amount is ***Sixty-Seven Thousand, Eight Hundred Ninety Dollars and Eleven Cents (\$67,890.11)*** resulting in a Total Contract Amount of ***Eight Hundred Sixty-Seven Thousand, Seven Hundred Forty-Five Dollars and Sixty-Three Cents (\$867,745.63)***. The additional funds are available in the project budget to fund the full SA#1 amount.

D. MODIFICATION TO THE METHOD OF COMPENSATION:

The Method of Compensation, Compensation Rates, and the Subcontractor/Subconsultant Utilization Report are being revised to reflect the Contract Amount pursuant to SA#1.



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E. SMALL BUSINESS AND LOCAL BUSINESS PARTICIPATION REQUIREMENTS:

The Small Business (SB) and Local Business (LB) Participation Requirement (the "Requirement") for this Agreement are both fifteen percent (15%). These percentages will not change as a result of this SA#1; however, Post Design Services are not counted towards the SB and LB Requirement.

F. SUMMARY:

In summary, the purpose of this Supplemental Agreement No. 1 to the Agreement is as follows:

1. Incorporate the negotiated cost for the Post Design Services which may include, but are not limited to meetings, shop drawing reviews, plan revisions, RFI responses, and other necessary design support during the procurement and construction phases of the project.
2. To increase the Contract Amount by ***Sixty-Seven Thousand, Eight Hundred Ninety Dollars and Eleven Cents (\$67,890.11)***, for a Contract Amount of ***Eight Hundred Sixty-Seven Thousand, Seven Hundred Forty-Five Dollars and Sixty-Three Cents (\$867,745.63)***.
3. To extend the Contract term to be consistent with the Final Acceptance of the Project plus an additional two (2) months for project close-out.

GEC Concurrence:

GMX Approval:

Jairo Santano JS

Jairo Santano, P.E.
Project Manager
HNTB Corporation
General Engineering Consultant (GEC) to the
Greater Miami Expressway Agency

U. Diaferia

Claudio Diaferia, M.S., P.E.
Chief Operating Officer
Greater Miami Expressway Agency