



## SUPPLEMENTAL AGREEMENT NO. 2 TO SERVICE AGREEMENT

MDX PROCUREMENT/CONTRACT NO.: ITB-22-07

MDX WORK PROGRAM NO.: N/A

MDX PROJECT/SERVICE TITLE: SYSTEMWIDE STRUCTURES MAINTENANCE

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO SERVICE AGREEMENT (as "SA #2") is made and entered into this 8<sup>th</sup> day of April, 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 **P&P Contracting, Inc.**, (the "Contractor"), a Florida corporation, located at 14180 SW143 Court, Suite 405, Miami, Florida 33186 and duly authorized to conduct business in the State of Florida, Federal I.D. No. 20-8579873 (collectively, referred to herein as the "Parties" to this SA # 2).

### WITNESSETH

**WHEREAS**, the Miami-Dade Expressway Authority (MDX), the predecessor agency to GMX competitively procured all Services necessary to provide systemwide structures maintenance (the "Services"), and subsequently on **August 10, 2022**, entered into Professional Services Agreement MDX Procurement/Contract No. **ITB-22-07**, with the Consultant to perform the Services (the "Agreement" or "Contract"); 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 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 **Four Hundred Fourteen Thousand Five Hundred Fifty-Nine Dollars and Twenty Cents (\$414,559.20)**. The new contract capacity will be **Two Million Four Hundred Eighty-Seven Thousand Three Hundred Fifty-Five Dollars and Twenty Cents (\$2,487,355.20)**. This increase will ensure adequate funding for essential repairs and maintenance of bridge and sign structures systemwide.*



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**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 #2 is incorporated herein and attached hereto.
3. All references to "Miami Dade County Expressway Authority and/or MDX" are hereby dissolved and replaced with **Greater Miami Expressway Agency** and/or GMX.
4. The MDX Procurement/Contract No. MDX-22-07 is hereby replaced with GMX Procurement/Contract No. GMX-22-07.
5. The MDX Project/Service Title: Systemwide Structures Maintenance is hereby replaced with the GMX Project/Service Title Systemwide Structures Maintenance.
6. The defined terms used herein, unless otherwise defined in this SA #2, shall have the meanings ascribed to them in the Contract Documents.
7. 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.
8. This SA #2 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 #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.
9. As better described in ***Exhibit A, Entitlement Analysis***, the Parties agree that the amount of \$414,559.20 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 repairs and maintenance required for bridge and sign structures, as identified by the bi-annual structural inspection consultant.
10. List of Exhibit(s):  
Exhibit A, Entitlement Analysis

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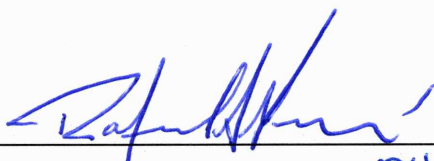



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IN WITNESS WHEREOF, the Parties have caused this SA #2 to be executed by their respective and duly authorized officers as of the Effective Date defined herein.

**GREATER MIAMI EXPRESSWAY AGENCY**

**P&P CONTRACTING, INC.**

By:   
Rafael Garcia 04-11-25  
Interim Executive Director

By:   
Signature of Authorized Officer

Miguel P. Lopez  
Print Name of Authorized Officer

President  
Title of Authorized Officer