



SUPPLEMENTAL AGREEMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT

MDX PROCUREMENT/CONTRACT NO.: RFP-16-01(B)
MDX WORK PROGRAM NO.: N/A
MDX PROJECT/SERVICE TITLE: INSPECTION & REPORTING SERVICES FOR MDX STRUCTURES

THIS SUPPLEMENTAL AGREEMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT (as "SA #4") is made and entered into this 20 day of December 2024 (the "Effective Date"), by and between the **Greater Miami Expressway Agency** (the "Agency" or "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 **Marlin Engineering, Inc.** (the "Consultant"), a **Florida** corporation located at **6840 NW 77 Court, Miami, Florida 33166** and duly authorized to transact business in the State of Florida, Federal I.D. No. **65-0279601** (collectively, referred to herein as the "Parties" to this SA #4).

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

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:

Summary 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.
9. The MDX Procurement/Contract No. *RFP-16-01(B)* is hereby replaced with **GMX Procurement/Contract No. RFP-16-01(B)**.
10. The MDX Work Program No.: *N/A* is hereby replaced with **GMX Work Program No.: N/A**.
11. The MDX Project/Service Title: *Inspection & Reporting Services for MDX Structures* is hereby replaced with the GMX Project/Service Title: **Inspection & Reporting Services for GMX Structures**.
12. All references to MDX in the Contract Documents are hereby replaced with GMX.
13. The defined terms used herein, unless otherwise defined in this SA #4, shall have the meanings ascribed to them in the Contract Documents.
14. Except as expressly provided herein, all 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.

15. This SA #4 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 #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.
16. The Parties hereby agree the consideration expressed in this SA #4 that the monetary sum(s) 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.
17. Exhibits:
- | | |
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| Exhibit A | Entitlement Analysis |
| Exhibit B | Revised Subcontractor/Subconsultant Utilization Report |





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

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

MARLIN ENGINEERING, INC.

By: 
Torey Alston
Executive Director/CEO

By: 
Signature of Authorized Officer
Jose Quintana, P.E.,
Print Name of Authorized Officer
Executive V.P. Operations
Title of Authorized Officer