



SUPPLEMENTAL AGREEMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT

GMX PROCUREMENT/CONTRACT NO.: RFQ-23-01

GMX WORK PROGRAM NO.: 83618-009.020

GMX PROJECT/SERVICE TITLE: DESIGN ENGINEERING SERVICES FOR THE WIDENING OF SW 137TH AVENUE FROM SW 8TH STREET TO SW 26TH STREET

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT (as "SA #2") is made and entered into this 5th day of November, 2024 (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 **Ribbeck Engineering, Inc.** (the "Consultant"), a **Florida** corporation located at **14335 SW 120th Street, Suite 206, Miami, Florida 33186** and duly authorized to conduct business in the State of Florida, Federal I.D. No. **26-0460404** (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 **Design Engineering Services for the Widening of SW 137th Avenue From SW 8th Street to SW 26th Street** (the "Services"), and subsequently on **March 7, 2023** entered into Professional Services Agreement MDX Procurement/Contract No. **RFQ-23-01**, 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 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); and

WHEREAS, on **December 14, 2023**, the Parties entered into *Supplemental Agreement No. 1* to address contractual modifications enacted through the Florida 2023 Regular Legislative Session; modify the lighting needs to include Light Emitting Diode (LED) lighting and additional poles along the sidewalk; add Subsurface Utility Engineering (SUE) services to the Scope of Services to avoid potential conflicts between existing underground utilities and the new drainage in order to avoid potential conflicts between existing underground utilities and the new drainage, as well as signal mast arms and lighting during construction; and add constructability review scope by an independent reviewer to provide additional checks to minimize any potential issues that may arise during the construction of the project, as well as consider the sequence of construction activities to minimize impacts to the travelling public.



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WHEREAS, on **August 26, 2024**, the Parties entered into *Time Extension #1* by means of an Authorized Letter for Time Extension to extend the Agreement for a period of two (2) months through November 12, 2024, with no added scope or increase to the Contract Amount.

WHEREAS, as further explained in ***Exhibit A, Entitlement Analysis***, the purpose of this SA #2 is to incorporate the negotiated cost for the Post Design Services; add funds to the Agreement for the cost of the Post Design Services; and to add an additional two (2) months to the term of the Agreement.

NOW THEREFORE, in accordance with GMX Board approval and 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. The following attached exhibits are made part of this SA #2 and are incorporated herein: ***Exhibit A, Entitlement Analysis; Exhibit A-1, Estimate of work Effort and Cost; Exhibit B, Revised Compensation Rates; and Revised Subcontractor/Subconsultant Utilization Report.***
3. Pursuant to ***Exhibit A, Entitlement Analysis*** funds under the Agreement in the amount of ***Ninety-Five Thousand, Four Hundred Ninety-One Dollars and Thirty-Three Cents (\$95,491.33)*** are being added to the Agreement for negotiated Post Design Services.
4. The Contract Amount of ***Nine Hundred Seventeen Thousand, Five Hundred Ninety-Seven Dollars and Fifty-Seven Cents (\$917,597.57)*** is hereby increased by ***Ninety-Five Thousand, Four Hundred Ninety-One Dollars and Thirty-Three Cents (\$95,491.33)*** for a Contract Amount of ***One Million, Thirteen Thousand, Eighty-Eight Dollars and Ninety Cents (\$1,013,088.90)***.
5. Summary of Revisions to the Contract Amount:

The following table sets forth the revisions to the Contract Amount for each Contract Supplemental Agreement and Time Extension including this SA #2:

Summary of Revisions to the Contract Amount		
	(\$) Change	Contract Amount
Original Contract Amount		\$791,058.07
SA #1	\$126,539.50	\$917,597.57
Authorization Letter for Time Extension #1	\$0.00	\$917,597.57
SA #2	\$95,491.33	\$1,013,088.90



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6. As better described in **Exhibit B, Revised Compensation Rates**, the monetary and contractual changes required for this SA #2 are incorporated herein and shall hereby supplant all Compensation Rates revised or otherwise signed prior to the Effective Date of this SA #2.
7. In accordance with the additional funds required pursuant to this SA #2, **Exhibit C, Revised Subcontractor/Subconsultant Utilization Report**, shall hereby supplant all Subcontractor/Subconsultant Utilization Reports revised or otherwise signed prior to the Effective Date of this SA #2.
8. As stated in **Exhibit A, Entitlement Analysis**, the term of the Agreement is hereby extended an additional **Two (2) months** for an end date of **January 12, 2025**, or concurrent with the Final Acceptance of the Project plus an additional two (2) months, whichever occurs first.
9. The following table sets forth the revisions to the Term of the Agreement including this SA #2:

Summary of Revisions to the Term of the Agreement			
	Time Granted	Term of the Agreement	End Date
Original Term		18 months	9/12/24
SA #1	None	18 months	9/12/24
Authorization Letter for Time Extension #1	2 months	20 months	11/12/24
SA #2	2 months	22 months	1/12/25 or concurrent with the Final Acceptance of the Project plus an additional two (2) months, whichever occurs first

10. The defined terms used herein, unless otherwise defined in this SA #2, shall have the meanings ascribed to them in the Contract Documents.
11. 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.
12. 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.
13. The Parties hereby, 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 #2 which constitutes the totality of SA #2.



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14. **EXHIBITS:**

- | | |
|-----------|--------------------------------------------------------|
| Exhibit A | Entitlement Analysis |
| | Exhibit A-1 Estimate of Work Effort and Cost |
| Exhibit B | Revised Compensation Rates |
| Exhibit C | Revised Subcontractor/Subconsultant Utilization Report |

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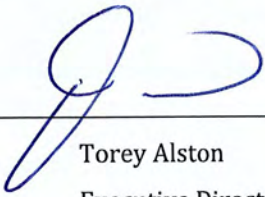


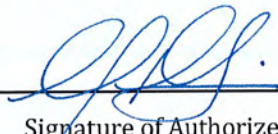
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IN WITNESS WHEREOF, the Parties have caused this SA #2 to be executed by their respective and duly authorized officers as of the Effective Date defined herein.

GREATER MIAMI EXPRESSWAY AGENCY

RIBBECK ENGINEERING, INC.

By:  11/5/24
Torey Alston
Executive Director/CEO

By: 
Signature of Authorized Officer

Carlos Ribbeck
Print Name of Authorized Officer

President
Title of Authorized Officer

Board Approval: 10/1/2024

Supplemental Agreement No. 2 to Professional Services Agreement

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CR Initials (Consultant)