

SUPPLEMENTAL AGREEMENT NO. 2 TO SERVICE AGREEMENT

MDX WORK PROGRAM NO.:	N/A				
MDX PROJECT/SERVICE TITLE:	SYSTEMWIDE	SIGNING	AND	PAVEMENT	MARKINGS
	MAINTENANCE				

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO L SERVICE AGREEMENT (as "SA #2") is made and entered into this ______day of _April_, 2025 (the "Effective Date"), by and between the <u>Greater Miami Expressway Agency</u> ("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 APP&C Services, Inc., (the "Contractor"), a Florida corporation, located at 14968 SW160th Street, Miami, Florida 33193 and duly authorized to conduct business in the State of Florida, Federal I.D. No. 84-3120870 (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 **May 15, 2023**, entered into Service Agreement MDX Procurement/Contract No. **ITB-23-17**, 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 Five Hundred Ninety-Nine Thousand, Six Hundred Twenty-Two Dollars and Twenty-Five Cents (\$599,622.25). The new contract capacity will be Three Million Five Hundred Ninety-Seven Thousand Seven Hundred Thirty-Three Dollars and Fifty cents(\$3,597,733.50). This increase will ensure adequate funding for the essential replacement of multi-post and overhead signs systemwide.

Supplemental Agreement No. 2 to Service Agreement

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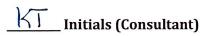
GMX PROCUREMENT/CONTRACT NO.: ITB-23-17 GMX WORK PROGRAM NO.: N/A GMX PROJECT/SERVICE TITLE: SYSTEMWIDE SIGNING AND **PAVEMENT MARKINGS MAINTENANCE**

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.
- Exhibit A, Entitlement Analysis of this SA #2 is incorporated herein and attached hereto. 2.
- All references to "Miami Dade County Expressway Authority and/or MDX" are hereby dissolved and 3. replaced with *Greater Miami Expressway Agency* and/or GMX.
- MDX Procurement/Contract No. MDX-23-17 hereby replaced with **GMX** 4. Procurement/Contract No. GMX-23-17.
- The MDX Project/Service Title: Systemwide Signing and Pavement Markings Maintenance is hereby 5. replaced with the GMX Project/Service Title: Systemwide Signing and Pavement Markings Maintenance.
- The defined terms used herein, unless otherwise defined in this SA #2, shall have the meanings 6. ascribed to them in the Contract Documents.
- Except as expressly provided herein, all of the terms, conditions, covenants, agreements, and 7. 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 8. 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.
- As better described in Exhibit A, Entitlement Analysis, the Parties agree that the amount of 9. \$599,622.25 is hereby added to the Contract amount to ensure we continue to provide the required level of maintenance, and 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.
- 10. List of Exhibit(s):

Supplemental Agreement No. 2 to Service Agreement

Exhibit A, Entitlement Analysis





GMX PROCUREMENT/CONTRACT NO.: ITB-12 GMX WORK PROGRAM NO.: N/A GMX PROJECT/SERVICE TITLE: SYSTEMWIDE SIGNING AND **PAVEMENT MARKINGS MAINTENANCE**

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	APP&C SERVICES, INC.	
By: Talelffun	By: Literformi	
Rafael Garcia	Signature of Authorized Officer	
Interim Executive Director		
	Katya Temprano	
	Print Name of Authorized Officer	
	President	
	Title of Authorized Officer	



Florida Department of Transportation

RON DESANTIS GOVERNOR 605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E. SECRETARY

April 04,2025

APP&C SERVICES, INC 14968 SW 60TH ST MIAMI, FLORIDA 33193

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

FENCING, GUARDRAIL, PAVEMENT MARKING, R&R MINOR BRIDGES, ROADWAY SIGNING, SIDEWALK, Concrete Traffic Separator, Delineators, Fender systems, Handrails, Joint Rehabilitation, Noise Barrier walls, Rehabilitation of concrete pavement, Rip rap, Soundwall, Seawalls, and Spall repair.

Unless notified otherwise, this Certificate of Qualification will expire 6/30/2026.

In accordance with Section 337.14(1), Florida Statutes, an application for qualification $\underline{\text{must be}}$ filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link: HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

James C. Taylor Ad

James E. Taylor II, Prequalification Supervisor Contracts Administration Office

JTII

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