



SUPPLEMENTAL AGREEMENT NO. 1 TO SERVICE AGREEMENT

MDX PROCUREMENT/CONTRACT NO.: ITB-22-09

MDX WORK PROGRAM NO.: N/A

MDX PROJECT/SERVICE TITLE: SYSTEMWIDE DRAINAGE INSPECTION AND MAINTENANCE

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO SERVICE AGREEMENT (as "SA #1") is made and entered into this 16th day of September, 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 **Flotech Environmental, LLC**, (the "Contractor"), a Florida corporation, located at 657 South Drive, Suite 401, Miami, Florida 33166 and duly authorized to conduct business in the State of Florida, Federal I.D. No. 45-4556187 (collectively, referred to herein as the "Parties").

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 November 29, 2022, entered into Service Agreement MDX Procurement/Contract No. ITB-22-09, 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 in section 348.03031(1), Florida Statutes; and

WHEREAS, the Legislature clarified the authority of GMX and dissolved MDX in section 348.03031(4), Florida Statutes; 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 of Two Hundred Sixty Thousand Five Hundred Sixty-Four Dollars and Twenty Cents (\$260,564.20); and

WHEREAS, the new contract capacity will be One Million Five Hundred Sixty-Three Thousand Three Hundred Eighty-Five Dollars and Twenty Cents (\$1,563,385.20), which will ensure adequate funding for GMX needs until execution of the new Contract;



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NOW THEREFORE, in accordance with Section 8.3 *Approval Authority of Agreements and Supplemental Agreements* of the GMX Procurement Policy, which is 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:

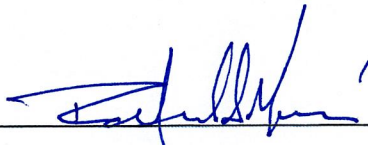
1. The foregoing recitations are true and correct and are incorporated herein by reference.
2. **Exhibit A, Entitlement Analysis** of this SA #1 is incorporated herein and attached hereto.
3. All references to "Miami Dade County Expressway Authority and/or MDX" are hereby dissolved and replaced with Greater Miami Expressway Agency and/or GMX.
4. The MDX Procurement/Contract No. MDX-22-09 is hereby replaced with GMX Procurement/Contract No. GMX-22-09.
5. The MDX Project/Service Title: Systemwide Drainage and Inspection Maintenance is hereby replaced with the GMX Project/Service Title: Systemwide Drainage and Inspection Maintenance.
6. The defined terms used herein, unless otherwise defined in this SA #1, 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 #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.
9. As better described in **Exhibit A, Entitlement Analysis**, the Parties agree that the amount of \$260,564.20 is hereby added to the Contract amount to complete the additional work services required for repairs and maintenance for drainage structures. The necessity to increase contract capacity is to adequately address additional inspection and maintenance systemwide for drainage structures. These needs were identified in the recent bi-annual structural inspections conducted by Marlin Engineering and Trans Systems. The estimated amount accounts for labor, materials, equipment, and incidentals needed to perform these services.
10. List of Exhibit(s):
Exhibit A, Entitlement Analysis



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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

FLOTECH ENVIRONMENTAL, LLC

By: 
Signature of Authorized Officer

Roberto Luna
Print Name of Authorized Officer

President
Managing Partner
Title of Authorized Officer