



SUPPLEMENTAL AGREEMENT NO. 1 TO CONSTRUCTION CONTRACT

GMX PROCUREMENT/CONTRACT NO.: ITB-22-03

GMX WORK PROGRAM NO.: N/A

GMX PROJECT/SERVICE TITLE: FIBER OPTIC REPAIR SERVICES

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO CONSTRUCTION CONTRACT (as "SA #1") is made and entered into as of this 13 day of January 2022 (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 *Horsepower Electric, Inc.*, (the "Contractor"), a *Florida* corporation, with its principal place of business located at **8105 West 20th Avenue, Hialeah, Florida 33014** and duly authorized to conduct business in the State of Florida, Federal I.D. No. **59-2502221** (collectively, referred to herein as the "Parties" to this SA#1).

WITNESSETH

WHEREAS, Miami-Dade Expressway Authority ("MDX") competitively procured for all Work necessary to provide *Fiber Optic Repair Services* (the "Work"), and subsequently on **February 15, 2022** entered into Construction Contract MDX Procurement/Contract No. **ITB-22-05**, with the Contractor to perform the Work (the "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 MDX (*Chapter 2019-169, Laws of Florida; 348.03031(4), Fla. Stat., and 2019-169, Laws of Florida*); and

WHEREAS, the purpose of this SA #1 is to replace all references to MDX with GMX and to increase the contract capacity.

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:



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1. The foregoing recitations are true and correct and are incorporated herein by reference.
2. *Exhibit A, Entitlement Analysis* is made part of this SA #1 and is hereby incorporated herein.
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. ITB-22-03 is hereby replaced with ***GMX Procurement/Contract No. ITB-22-03***.
5. The MDX Project/Service Title ***Fiber Optic Repair Services*** is hereby replaced with the ***GMX Project/Service Title Fiber Optic Repair Services***.
6. In accordance with *Exhibit A, Entitlement Analysis*, ***Eighty-One Thousand, Eight Hundred Fifty-Five Dollars and Fifty Cents (\$81,855.50)*** is hereby added to the Contract Amount of ***Four Hundred Nine Thousand, Two Hundred Seventy-Eight Dollars and Fifty Cents (\$409,278.50)*** for a Contract Amount of ***Four Hundred Ninety-One Thousand, One Hundred Thirty-Four Dollars and Zero Cents (\$491,134.00)***.
7. The following table sets forth the revisions to the Contract Amount for each Contract Supplemental Agreement including this SA #1.

ITB-22-03	
FIBER OPTIC REPAIR SERVICES	
Original Contract Amount	
Original Amount	\$409,278.50
Contingency	\$00.00
Contract Total	\$409,278.50
Supplemental Agreement No. 1	
Increase/Decrease to Contract	\$81,855.50
Subtotal	\$81,855.50
Contract Amount SA #1	
Amount SA #1	\$491,134.00
Contingency	\$00.00
Contract Total	\$491,134.00

8. There is no additional time being added to the Contract because of this SA #1.



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9. The defined terms used herein, unless otherwise defined in this SA #1, shall have the meanings ascribed to them in the Contract Documents.
10. 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.
11. 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.
12. The Parties hereby agree the consideration expressed in this SA #1, 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 #1. 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 #1 which constitutes the totality of SA #1.
13. Exhibits:

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 S. Garcia

Executive Director/CFO

HORSEPOWER ELECTRIC, INC

By:

Signature of Authorized Officer

Michael Martinez

Print Name of Authorized Officer

President

Title of Authorized Officer



GMX PROCUREMENT/CONTRACT NO.:
ITB-22-03

GMX WORK PROGRAM NO.:
N/A

GMX PROJECT/SERVICE TITLE:
FIBER OPTIC REPAIR SERVICES

SUPPLEMENTAL AGREEMENT NO. 1

EXHIBIT A
ENTITLEMENT ANALYSIS



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This document is intended to summarize entitlement for the purpose of approval by the Greater Miami Expressway Agency (GMX) as required by the procedures stipulated in the GMX General Specifications (REV. 08-23) Section 4-3.4 Conditions Requiring a Supplemental Agreement, and in accordance with Guidance Document 7.3 of the FDOT Construction Project Administration Manual (CPAM).

1. BACKGROUND

a. Agency Name Change From MDX to GMX

The Miami-Dade Expressway Authority ("MDX") competitively procured for all Work necessary to provide ***Fiber Optic Repair Services*** (the "Work"). On **February 15, 2022**, MDX entered into Construction Contract MDX Procurement/Contract No. **ITB-22-05**, with the Contractor to perform the Work. The Contract Time start date was May 6, 2022, with a Contract Term of five (5) years expiring on May 5, 2027.

During the 2023 Regular Legislative Session, the Legislature clarified the authority of the Greater Miami Expressway Agency (GMX) and dissolved the Miami-Dade Expressway Authority (MDX).

This Supplemental Agreement ("SA") will amend the Contract by replacing all references in the Contact of Miami-Dade Expressway Authority" or "MDX" with Greater Miami Expressway Agency or "GMX."

b. Justification to Increase Contract Capacity:

The need to increase contract capacity is to adequately address systemwide fiber optic repair services while a new procurement package is being developed and advertised.

Over the past three years, GMX has utilized this contract to maintain its fiber optic cable infrastructure. As of October 2025, 94% of the contract funds have been expended, leaving a remaining budget of \$27,138.50. To ensure continuity and address any emergency needs while a new contract is being procured, GMX engineering staff request a one-time contract capacity increase.

The existing fiber optic backbone along NW 37 Avenue, serving as the primary link between GMX Headquarters and field ITS and Tolling infrastructure, was adversely affected by the new Miami Freedom Park Stadium construction. To maintain uninterrupted operations, GMX deployed a redundant fiber optic link along NW 37 Avenue, rerouting from the affected area. This emergency network resiliency measure resulted in accelerated budget consumption prior to the contract's scheduled expiration in May 2027.

The fiber optic infrastructure is a mission-critical element that provides connectivity



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between field tolling and ITS systems, the GMX Traffic Management Center (TMC), and GMX Headquarters. Maintaining continuous fiber network operations is essential to ensure tolling and ITS systems remain fully functional without service interruptions. Increasing the contract capacity will enable GMX to address emergency fiber repairs promptly, preserving operational continuity for all tolling and ITS infrastructure.

2. ISSUE

To ensure GMX can continue to use Horsepower Electric, Inc to provide fiber optic repair services, the contract capacity must be increased. This increase will ensure that the contractor can perform any emergency repair services required or to maintain the GMX's fiber optic cable.

3. BASIS FOR ESTIMATE

The estimated amount of ***Eighty-One Thousand Eight Hundred Fifty-Five Dollars and Fifty Cents (\$81,855.50)*** is based on approximately twenty percent (20%) of the Contract Amount of ***Four Hundred and Nine Thousand, Two Hundred Seventy-Eight Dollars and Fifty Cents (\$409,278.50)*** under the Executive Director's signature (refer to GMX Procurement Policy Section 8.3.2.1, "Supplemental Agreements - Executive Director").

The estimated amount accounts for labor, materials, equipment, and incidentals needed to perform these services.

4. PREMIUM COST

No premium costs are identified as a result of the aforementioned scope modifications.

5. TIME IMPACT

No additional time will be added.

6. ENTITLEMENT ANALYSIS

Entitlement for the additional work is detailed in the "Issue" and "Basis for Estimate" sections above.

7. FINAL DISPOSITION / RECOMMENDATION

GEC recommends the following:

1. Amend the Contract due to the Legislative clarification of the name change from Miami-Dade Expressway Authority (MDX) to Greater Miami Expressway Agency or "GMX"; and



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2. Increase the contract capacity for this Contract by ***Eighty-One Thousand Eight Hundred and Fifty-Five Dollars and Fifty Cents (\$81,855.50)*** for a Contract Amount of ***Four Hundred and Ninety-One Thousand One Hundred Thirty-Four Dollars (\$491,134.00)***.

This increase will ensure adequate funding for GMX's operational needs until the new contract is awarded.

GEC Recommendations:

Girish Thallapragada
Digitally signed by Girish
Thallapragada
Date: 2025.12.15 11:16:43 -05'00'

Girish Thallapragada, P.E.
Vice President – Technology and Systems
EAC Consulting, Inc.

GMX Approval:

Andres Berisiartu
Digitally signed by Andres
Berisiartu
Date: 2025.12.16 16:51:56 -05'00'

Andres Berisiartu, P.E.
Chief Engineer
Greater Miami Expressway Agency