



SUPPLEMENTAL AGREEMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT

GMX PROCUREMENT/CONTRACT NO.: SP-22-01
GMX WORK PROGRAM NO.: N/A
GMX PROJECT/SERVICE TITLE: WASTE MANAGEMENT SERVICES

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT (as "SA #2") is made and entered into this 16th day of July, 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 **Waste Connections of Florida, Inc.**, (the "Vendor"), a Delaware corporation, located at **3 Waterway Square Place, Suite 110, The Woodlands, TX 77380** and duly authorized to conduct business in the State of Florida, Federal I.D. No. **20-0435940** (collectively, referred to herein as the "Parties" to this SA # 2).

WITNESSETH

WHEREAS, GMX's predecessor, the Miami-Dade Expressway Authority ("MDX") competitively procured for all Services necessary to provide **Waste Management Services** (the "Services"), and subsequently on **July 25th, 2022**, entered into a Professional Services Agreement, GMX Procurement/Contract No. **SP-22-01**, with the Vendor to perform the Services (the "Agreement" or "Contract");

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.*);

WHEREAS, the Legislature clarified the authority of the Greater Miami Expressway Agency (GMX) and dissolved MDX (*Chapter 2019-169, Laws of Florida; 348.03031(4), Fla. Stat., and 2019-169, Laws of Florida*);

WHEREAS, the parties executed *Supplemental Agreement No. 1* on January 26, 2024, to reflect that the "Miami Dade County Expressway Authority and/or MDX" was dissolved and replaced with "Greater Miami Expressway Agency and/or GMX"; and

WHEREAS, the parties now desire to extend the term of the Professional Service Agreement pursuant to the renewal provisions contained therein;

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



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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. Pursuant to the renewal provisions in the original Agreement, the term is hereby extended for an additional period of one (1) year, beginning on July 26, 2025 and ending on July 25, 2026.
3. The defined terms used herein, unless otherwise defined in this SA #2, shall have the meanings ascribed to them in the Contract Documents.
4. 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.
5. 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.
6. The Parties hereby agree the consideration expressed in this SA #2, 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.

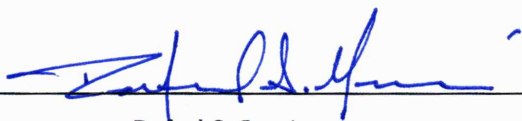
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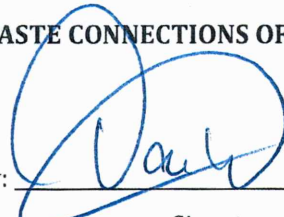
IN WITNESS WHEREOF, the Parties have caused this SA #2 to be executed by their respective and duly authorized officers as of the Effective Date defined herein.

GREATER MIAMI EXPRESSWAY AGENCY

By: 

Rafael S. Garcia
Interim Executive Director/CEO

WASTE CONNECTIONS OF FLORIDA, INC.

By: 

Signature of Authorized Officer

David White

Print Name of Authorized Officer

District Sales Manager

Title of Authorized Officer