



SUPPLEMENTAL AGREEMENT NO. 3 TO COOPERATIVE PURCHASING AGREEMENT

GMX PROCUREMENT/CONTRACT NO.: GMX-20-02

GMX PROJECT/SERVICE TITLE: MANUFACTURER DEALER PARTS AND REPAIR SERVICES

THIS SUPPLEMENTAL AGREEMENT NO. 3 TO COOPERATIVE PURCHASING AGREEMENT (as "SA #3") is made and entered nunc pro tunc this 7 day of February, 2025 (the "Effective Date"), by and between the *Greater Miami Expressway Agency* ("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 *Gus Machado Ford, Inc.* (as "Gus Machado" or "Vendor"), a Florida corporation, located at 1200 W. 49th Street, Hialeah, Florida, 33012, and duly authorized to conduct business in the State of Florida, Federal I.D. No. 59-2336101 (collectively, referred to herein as the "Parties" to this SA # 3).

WITNESSETH

WHEREAS, on April 18, 2018, City of Miami issued an Invitation for Bid, IFB Number 708382 (the "IFB"), for "OEM and Aftermarket Vehicle Parts, Services, and Repairs," which was awarded on November 15, 2018, to various vendors as the responsive and responsible bidders, on an as-needed basis, for an initial period of three (3) years, with the option to renew in whole or in part, or increments thereto, for two (2) additional two (2) year periods; and

WHEREAS, pursuant to the MDX Procurement Policy, Section 4.7 "Cooperative Purchasing and Piggy-Backing" adopted on October 27, 2015 ("Piggy-Backing"), MDX, GMX's predecessor Agency, on October 30, 2019, entered into Procurement/Contract No. GMX-20-02 for *Manufacturer Dealer Parts and Repair Services*, (the "Services"), with the Vendor pursuant to its own governing policies and in accordance with the City of Miami's contract, pricing, and other terms and conditions to perform the Services (the "Agreement" or "Contract"); and

WHEREAS, on October 30, 2022, the Parties entered into *Supplemental Agreement No. 1* to exercise the extension period allowed for in the Agreement until October 29, 2024; and

WHEREAS, on June 28, 2023, the City of Miami entered into the Second and Final Renewal for IFB Number 708382 (the "IFB") extending the agreement through November 27, 2025; 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, Florida and portions of northeast Monroe County, Florida (Fla. Stat. § 348.03031(1)); 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

AW

Initials (Vendor)



GMX PROCUREMENT/CONTRACT NO.: GMX-20-02
GMX PROJECT/SERVICE TITLE: MANUFACTURER DEALER PARTS
AND REPAIR SERVICES

WHEREAS, on March 8, 2024, due to clarification during the 2023 Regular Legislative Session dissolving Miami Dade County Expressway Authority, the Parties entered into *Supplemental Agreement No. 2* to the Cooperative Purchasing Agreement to replace all references of Miami Dade County Expressway Authority and/or MDX with Greater Miami Expressway Agency and/or GMX, as applicable; and

WHEREAS, GMX now desires to exercise the Agreement's final renewal option to extend the Agreement through October 28, 2025, to abide by the Term of the Agreement.

NOW THEREFORE, in accordance with Section 8.3 of the *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 recitals are true and correct and are incorporated herein by reference.
2. The Agreement is hereby extended through October 28, 2025.
3. The defined terms used herein, unless otherwise defined in this SA #3, 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 #3 shall not alter or change in any manner the force and effect of the Agreement except insofar as the same is altered and amended by this SA #3. Wherever the terms of this SA #3 and the terms of the Contract Documents are in conflict, the terms of this SA #3 shall govern and control.
6. The Parties hereby agree the consideration expressed in this SA #3, 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 #3. 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 #3 which constitutes the totality of SA #3.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK; SIGNATURE PAGE(S) TO FOLLOW]

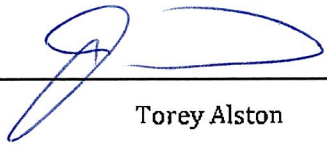


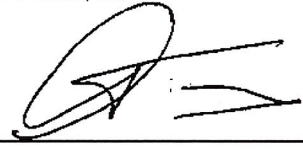
GMX PROCUREMENT/CONTRACT NO.: GMX-20-02
GMX PROJECT/SERVICE TITLE: MANUFACTURER DEALER PARTS
AND REPAIR SERVICES

IN WITNESS WHEREOF, the Parties have caused this SA #3 to be executed by their respective and duly authorized officers as of the Effective Date defined herein.

GREATER MIAMI EXPRESSWAY AGENCY

GUS MACHADO FORD, INC.

By:  2/7/25
Torey Alston
Executive Director/CEO

By: 
Signature of Authorized Officer

AMABLE VALUE

Print Name of Authorized Officer

PARTS & SERVICE DIRECTOR

Title of Authorized Officer