

GREATER MIAMI EXPRESSWAY

## SUPPLEMENTAL AGREEMENT NO. 1 TO SERVICE AGREEMENT

MDX PROCUREMENT/CONTRACT NO.: ITB-23-10

MDX WORK PROGRAM NO.: N/A

MDX PROJECT/SERVICE TITLE: ROAD RANGER SERVICE PATROL AND RISC/DISC SERVICES  
FOR THE MDX SYSTEM

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO SERVICE AGREEMENT (as "SA #1") is made and entered into this 26 day of January, 2024 (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 *Ted & Stan's Towing Service, Inc.*, (as "Contractor"), a *Florida* corporation, located at 3975 NW South River Drive, Miami, Florida 33142 and duly authorized to conduct business in the State of Florida, Federal I.D. No. 59-1925809 (collectively, referred to herein as the "Parties" to this SA # 1).

### WITNESSETH

WHEREAS, MDX competitively procured for all Services necessary to provide *Road Ranger Service Patrol and RISC/DISC Services for the MDX System* (the "Services"), and subsequently on May 25, 2023 entered into contract MDX Procurement/Contract No. ITB-23-10, with the Contractor 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 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).

WHEREAS, the Parties wish, through an administrative change, revise *Exhibit A, Scope of Services* to provide the Contractor with non-revenue transponders.

NOW THEREFORE, in accordance with Section 8.3 *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:

Supplemental Agreement No. 1 to Service Agreement

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STT Initials (Contractor)



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**PATROL AND RISC/DISC SERVICES FOR THE MDX SYSTEM**

1. The foregoing recitations are true and correct and are incorporated herein by reference.
2. All references to "Miami Dade County Expressway Authority and/or MDX" are hereby dissolved and replaced with *Greater Miami Expressway Agency* and/or *GMX*.
3. The MDX Procurement/Contract No. ITB-23-10 is hereby replaced with *GMX Procurement/Contract No. ITB-23-10*
4. The MDX Project/Service Title Road Ranger Service Patrol and RISC/DISC Services for the MDX System is hereby replaced with the *Road Ranger Service Patrol and RISC/DISC Services for the GMX System*.
5. The following sections of *Exhibit A, Scope of Services* are hereby deleted in their entirety:
  - 4.1.12, Payment of Tolls
  - 5.1.3, Payment of Tolls
6. *Exhibit A, Scope of Services*, section 3.4, *SERVICES TO BE PROVIDED BY CONTRACTOR* is hereby deleted in its entirety and replaced with the following:

**3.4 SERVICES TO BE PROVIDED BY CONTRACTOR**

The Contractor shall furnish and maintain all personnel, supervision, expertise, vehicles, equipment, materials, parts, licenses, supplies, and incidentals necessary to provide the Services described herein. Non-performance of these services shall result in compensatory adjustment(s) as described in Section 3.6.2, Performance Measures, of this Scope of Services.

7. *Exhibit A, Scope of Services* is hereby expanded to include the following section:

**3.9 CONTRACTOR'S VEHICLES**

Various types of vehicles are required throughout the Scope of Services under the specific type of service. The Contractor shall provide MDX a list of all vehicles assigned 100% to the Contract. Such list shall include, but not be limited to, the type of vehicle, vehicle registration information, scope of service of the vehicle, and name and title of the personnel to whom the vehicle is assigned.

The Contractor shall purchase from MDX a SunPass Mini Sticker Transponder for each vehicle registered to the Contractor and assigned 100% to the Contract (the "Contract Vehicles"). The non-revenue transponders will only be allowed on the Contract Vehicles.





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Vehicles registered to any Sub-contractor/Sub-consultant will not receive a non-revenue transponder.

All tolls will apply if non-revenue transponders are not requested in writing with all vehicle VIN #s and descriptions to GMX a minimum of fifteen (15) working days in advance of the fleet vehicle being dispatched to the GMX system. When a vehicle is removed from the GMX project, GMX is to be immediately notified, so the transponder can be deactivated

If the use of the non-revenue transponders for commute or travel is not related to official MDX business the Contractor shall accrue a penalty of \$100.00 per occurrence.

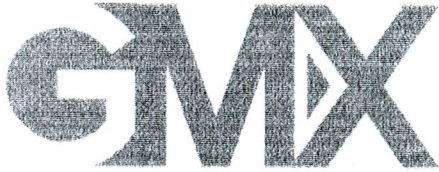
Should the Contractor receive a toll violation notice, the Contractor must submit copies of such notice to the MDX Contract Manager and the MDX Office Manager within seven (7) Business Days. If the Contractor fails to submit any toll violation notice as required herein, the Contractor shall be responsible for paying the amount due, including any assessed fees.

8. The defined terms used herein, unless otherwise defined in this SA #1, shall have the meanings ascribed to them in the Contract Documents.
9. 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.
10. 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.
11. 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.

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Initials (Contractor)



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PATROL AND RISC/DISC SERVICES FOR THE MDX SYSTEM

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

TED & STAN'S TOWING SERVICE, INC.

By: \_\_\_\_\_

Torey Alston  
Executive Director

1/26/24

By: \_\_\_\_\_

Signature of Authorized Officer

Edwyn Martinez

Print Name of Authorized Officer

President

Title of Authorized Officer

EM

Initials (Contractor)