

Memorandum



Date: April 2, 2024

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

Agenda Item No. 8(N)(4)

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Resolution No. R-260-24

Subject: Recommendation to Ratify a Confirmation Purchase with Stewart & Stevenson Florida Detroit Diesel-Allison, LLC for the Replacement of Hybrid Electric Bus Batteries and Synchronizing all Modules

Executive Summary

The purpose of this item is for the Board of County Commissioners (Board) to ratify a confirmation purchase with Stewart & Stevenson Florida Detroit Diesel-Allison, LLC (FDDA) in an amount of \$324,915 for the replacement of hybrid electric bus batteries and associated synchronization of equipment to ensure proper communication across bus components (i.e., transmission, engine and battery power) for Gillig, NABI and New Flyer buses from June 17, 2022 through October 6, 2022 for the Department of Transportation and Public Works (DTPW). This is a confirmation purchase as services were rendered after Solicitation No. 382342 (Energy Storage System) expired on May 31, 2021.

Due to the outbreak of COVID-19, manpower shortage and the resulting worldwide microchip shortage, the replacement of hybrid electric bus batteries and associated synchronization were not able to be completed in the time allowed per Solicitation No. 382342, from May 4, 2020 through May 31, 2021. Replacement of hybrid electric bus batteries and synchronization was a priority to keep buses in service, resulting in a confirmation purchase in the amount of \$324,915.

To ensure that there is no recurrence of a confirmation purchase, DTPW's Executive Leadership has done the following:

1. Bus Maintenance staff is being formally trained on proper tracking of contracts and purchase order termination dates and purchase order balances.
2. Formal training for Bus Maintenance staff on ensuring invoices submitted by the vendor have the appropriate purchase order number prior to approval (creation of receipts) for payment.
3. Formal training for the vendor on invoicing requirements.

An audit (attached to this memorandum) of this confirmation purchase was conducted by the Audit and Management Services Department. The audit included a review of pending invoices and DTPW planned corrective actions. Upon review of the invoices, savings of \$4,324 were identified, reducing the invoices total from \$329,239 to \$324,915. The auditor commended DTPW for undertaking formal training with the division and vendor staff to reinforce procurement policies and procedures. The audit report concludes that DTPW's actions to resolve the findings were satisfactory.

Recommendation

It is recommended that the Board approve the attached resolution ratifying a confirmation purchase with FDDA in an amount not to exceed \$324,915 for the replacement of hybrid electric bus batteries and synchronizing of modules for Gillig, NABI and New Flyer buses from June 17, 2022 through October 6, 2022. Master Procurement Implementing Order No. 3-38 requires Board ratification as the value of the confirmation purchase is above \$250,000.

Delegation of Authority

The County Mayor or the County Mayor's designee is delegated the authority to execute the agreement for this confirmation purchase, including exercising all the provisions contained therein.

Scope

The impact of this item is countywide in nature.

Fiscal Impact/Funding Source

The term for Solicitation No. 382342 expired on May 31, 2021. This confirmation purchase for \$324,915 satisfies the cost of all invoices received from FDDA for the replacement of hybrid electric bus batteries and synchronizing all modules for Gillig, NABI and New Flyer buses from June 17, 2022 through October 6, 2022. This payment will be covered under DTPW's Operating Department ID TP23040100.

Track Record/Monitor

The Project Manager was William Campbell, retired DTPW Section Chief for Bus Maintenance. Upon William Campbell's retirement, Section Chief Larry Walker has assumed tracking this project.

Background

MDT Project No. CIP192, OMB Capital Project No. 677200-75706 was approved in May 2018 for the replacement of hybrid electric bus batteries and synchronizing all modules for Gillig, NABI and New Flyer buses in accordance with Contract No. 5745-2/14-2, Parts and Repair Services for Transit Buses and Other Support Equipment, under Solicitation No. 382342, Energy Storage System, from May 4, 2020 through May 31, 2021. Replacement of hybrid electric bus batteries and synchronizing all modules was urgently needed as the hybrid electric batteries for 69 buses had reached life expectancy and the uncertainty of battery performance posed a challenge to the operations of major bus functions.

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with the Strategic Procurement Department's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues. The lists that were referenced included convicted vendors, debarred

Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners
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vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to vendor responsibility.



Jimmy Morales
Chief Operations Officer

Memorandum



Date: September 15, 2023

To: Eulois Cleckley, Director and CEO
Department of Transportation and Public Works

From: 
Ofelia Tamayo, Director
Audit and Management Services Department

Subject: Final Audit Report - Review of Confirmation Purchase for Stewart & Stevenson
Florida Detroit Diesel - Allison, LLC

PURPOSE AND SCOPE

Pursuant to a request from the Department of Transportation and Public Works (DTPW), the Audit and Management Services Department (AMS) conducted a limited review of the confirmation purchase request for Stewart & Stevenson Florida Detroit Diesel - Allison, LLC (SSFDDA) totaling \$324,915. This amount represents unpaid invoices billed during the period from June 17, 2022 through October 6, 2022 for the replacement of hybrid electric bus batteries and related services for Gilling, North American Bus Industries, Inc., and New Flyer buses. The purpose of our limited review was to:

- Validate the propriety of the \$324,915 in unpaid invoices incurred by DTPW's Bus Maintenance Division for the replacement of hybrid electric bus batteries.
- Assess actions planned or already taken by DTPW Management to ensure there is no recurrence of a confirmation purchase.

BACKGROUND

During the period from September 2020 through November 2022, DTPW's Bus Maintenance Division (Division) procured services from SSFDDA for the replacement of hybrid electric bus batteries, in accordance with *Contract No. 5745-2/14-2, Parts and Repair Services for Transit Buses and Other Support Equipment*, under *Solicitation No. 382342 - Energy Storage System (ESS)*. According to DTPW, the hybrid electric batteries for 69 buses had reached their useful lives and there was an urgent need to replace them in order to minimize disruption to bus operations. Due to the impact on the workforce as a result of the *Coronavirus Disease 19 pandemic (COVID-19)*, and delays due to the worldwide microchip shortage, the replacement of the hybrid electric batteries was not completed within the performance period (i.e., May 4, 2020 through May 31, 2021) allowed under *Solicitation No. 382342 - ESS*. As a result, DTPW incurred charges totaling \$324,915 from SSFDDA representing eight invoices that were billed after the end of the solicitation's performance period. This represents the confirmation purchase amount that DTPW seeks approval for from Miami-Dade County Board of County Commissioners.

Since Fiscal Year 2020, DTPW has incurred a total of \$2.7 million for the replacement of hybrid electric bus batteries from SSFDDA under the DTPW Contract, including \$324,915 in unpaid invoices designated for approval under the confirmation purchase (Table I).

Table I
Summary of SSFDDA Invoices
Fiscal Year 2020 through November 4, 2022

Year	Paid Invoices		Confirmation Purchase		Total	
	Amount	Count	Amount	Count	Amount	Count
2020	\$ 122,902	2	\$ -	-	\$ 122,902	2
2021	1,121,409	23	-	-	1,121,409	23
2022	1,136,991	42	263,464	7	1,400,455	49
2023 ¹	3,737	3	61,451	1	65,188	4
	<u>\$ 2,385,039</u>	<u>70</u>	<u>\$ 324,915</u>	<u>8</u>	<u>\$ 2,709,954</u>	<u>78</u>

Source: Payments from INFORMS system and SSFDDA Invoices
¹ Fiscal Year 2023 invoices through November 4, 2022

REVIEW OF UNPAID INVOICES AND SUPPORTING DOCUMENTATION

AMS reviewed the invoices and supporting documentation provided by the Division in order to validate the propriety of the eight outstanding unpaid invoices from SSFDDA, per the County's confirmation purchase memorandum. However, our review of the original invoices totaling \$329,239 revealed that SSFDDA had not provided sufficient details or supporting documentation to determine if the markup on parts was billed correctly on two invoices, as per contract requirements. Upon inquiry by AMS, SSFDDA provided the Division with support to show their actual costs for the parts billed to DTPW. As a result, we were able to determine that the vendor had originally billed the parts at approximately an 85% markup instead of the 20% maximum, per the Contract.

Consequently, SSFDDA provided the Division with a second set of invoices which included the two revised invoices reflecting the 20% markup, a savings of approximately \$4,321. In total, we were able to verify and validate the eight outstanding invoices totaling \$324,915 from the confirmation purchases (Schedule I). Likewise, the amount invoiced by SSFDDA for each hybrid electric bus battery installation (\$61,451), as well as the hourly labor charge of \$152 for additional services billed, conform to the pricing stipulated on the purchase order. Finally, our review also disclosed that the unpaid invoices were properly authorized and approved, and the installation of the hybrid electric bus batteries, including other repairs billed per the invoices, were completed by SSFDDA, and independently verified by the Division's mechanics.

DTPW PLANNED CORRECTIVE ACTIONS

In order to mitigate the recurrence of a confirmation purchase, DTPW Management advised that the following measures were being instituted at the Division level:

1. Formal training for Bus Maintenance staff on the proper tracking of contracts, purchase order termination dates and purchase order balances.
2. Formal training for Bus Maintenance staff to ensure invoices submitted by SSFDDA have the appropriate purchase order number prior to their approval (i.e., creation of receipts) for payment.
3. Formal training for SSFDDA staff on invoicing requirements.

Based on our review, we were able to confirm that the Division prepared course materials specifically for the training session with the Division's Bus Maintenance staff, with related attendance sign-in sheets detailing the participants. Likewise, the Division had two conference calls with SSFDDA staff reinforcing DTPW invoicing requirements and emphasizing the impact of making payments timely when invoices are submitted incorrectly. It is our conclusion that the aforementioned measures were undertaken by the Division and should improve contract and invoicing compliance, as intended.

AMS CONCLUSIONS

We recommend DTPW remit \$324,915 to SSFDDA for the eight outstanding unpaid invoices dated from June 17, 2022 through October 6, 2022, which make up the confirmation purchase request. We commend DTPW for undertaking formal training with the Division and SSFDDA staff to reinforce procurement policies and procedures in order to mitigate the recurrence of a confirmation purchase. Additionally, periodic monitoring should be performed along with Management oversight to ensure compliance with Contract and effectiveness going forward.

Overall, the actions by DTPW to resolve the findings appear satisfactory, and thus the Audit has been closed. Please contact Roberto Lopez, Audit Manager, at (786) 469-5900, should you require additional information.

OT:bm

Attachment

c: Juan Fernandez-Barquin, Clerk of the Court and Comptroller
Geri Bonzon-Keenan, County Attorney
Carladenise Edwards, Chief Administrative Officer
Jimmy Morales, Chief Operations Officer
David L. Clodfelter, Director, Office of Management and Budget
Yinka Majekodunmi, Commission Auditor
Felix Jimenez, Inspector General

Audit and Management Services Department
Confirmation Purchase Review - Stewart Stevenson Florida Detroit Diesel - Allison, LLC
Summary of Unpaid Invoices

No.	Invoice Number	Invoice Date	Bus Number	Description of Invoice Details	Quantity	Unit of Measure	Unit Price	Original Invoice Amount	Per AMS Calculation	Revised Invoice Amount	Verified Per AMS		
											Cost of Parts	Markup Amount	Markup %
1	90035851	6/17/2022	14105	High Voltage Converter Shop Labor and Installation	28.78	Hours	\$ 4,018.51	\$ 6,179.17	\$ 4,018.51	\$ 4,018.51	\$ 3,348.80	\$ 669.71	20%
							152.00	4,375.00	4,374.56	4,375.00	N/A	N/A	N/A
								10,554.17	8,393.07	8,393.51			
2	90036051	6/22/2022	15530	Purchase, Replacement and Installation of New Energy Storage System (ESS) and Related Hardware	1	Each	61,451.00	61,451.00	61,451.00	61,451.00	N/A	N/A	N/A
3	90036053	6/22/2022	15534	Purchase, Replacement and Installation of New ESS and Related Hardware	1	Each	61,451.35	61,451.35	61,451.00	61,451.35	N/A	N/A	N/A
4	90036767	7/12/2022	15533	High Voltage Converter Shop Labor and Installation	28.77	Hours	4,018.51	6,179.17	4,018.51	4,018.51	3,348.80	669.71	20%
							152.00	4,375.00	4,373.04	4,375.00	N/A	N/A	N/A
								10,554.17	8,391.55	8,393.51			
5	90037522	7/26/2022	15539	Purchase, Replacement and Installation of New ESS and Related Hardware	1	Each	61,451.00	61,451.00	61,451.00	61,451.00	N/A	N/A	N/A
6	90038868	8/26/2022	15506	Purchase, Replacement and Installation of New ESS and Related Hardware	1	Each	61,451.00	61,451.00	61,451.00	61,451.00	N/A	N/A	N/A
7	90039475	9/12/2022	15543	Shop Labor and Installation Axle Gasket Labor	4.93	Hours	152.00	750.00	750.00	750.00	N/A	N/A	N/A
					0.82	Hours	152.00	125.00	125.00	125.00	N/A	N/A	N/A
					5.76	Hours		875.00	875.00	875.00			
8	90040485	10/6/2022	14114	Purchase, Replacement and Installation of New ESS and Related Hardware	1	Each	61,451.00	61,451.00	61,451.00	61,451.00	N/A	N/A	N/A
								\$ 329,238.69	\$ 324,914.62	\$ 324,917.37			

Source: Invoices and supporting documentation provided by DTPW



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: April 2, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(4)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(N)(4)
4-2-24

RESOLUTION NO. _____ R-260-24

RESOLUTION RATIFYING A CONFIRMATION PURCHASE WITH STEWART & STEVENSON FLORIDA DETROIT DIESEL-ALLISON, LLC FOR THE REPLACEMENT OF HYBRID ELECTRIC BUS BATTERIES AND SYNCHRONIZING ALL MODULES FOR AN AMOUNT NOT TO EXCEED \$324,915.00; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND TO EFFECTUATE THE SAME AND EXERCISE ALL PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board ratifies a confirmation purchase for the replacement of hybrid electric bus batteries and synchronizing all modules from June 17, 2022 through October 6, 2022 in the amount not to exceed \$324,915.00 with Stewart & Stevenson Florida Detroit Diesel-Allison, LLC and authorizes the County Mayor or County Mayor's designee to execute the agreement in substantially the form attached and to effectuate the same and exercise all provisions contained therein.

The foregoing resolution was offered by Commissioner **Eileen Higgins**, who moved its adoption. The motion was seconded by Commissioner **Kevin Marino Cabrera** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	absent
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 2nd day of April, 2024. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

D.P.C

Dale P. Clarke

**AGREEMENT FOR SERVICES PERFORMED AND RELEASE OF ACTUAL OR
POTENTIAL CLAIMS**

THIS AGREEMENT FOR SERVICES PERFORMED AND RELEASE OF ACTUAL OR POTENTIAL CLAIMS (the “Agreement”) is made and entered into this 6th day of December, 2023, by and between MIAMI-DADE COUNTY (the “County”), a political subdivision of the State of Florida, and Stewart & Stevenson Florida Detroit Diesel-Allison, LLC (FDDA), A Delaware Limited Liability Company (LLC). County and FDDA are each referred to as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, FDDA and County entered into a contract, Solicitation No. 382342- Energy Storage System (ESS) in accordance with Contract 5745-2/14-2 Parts and Repair Services for Transit Buses and Other Support Equipment for the replacement and installation of new energy storage systems (ESS) and associated hardware on sixty-nine hybrid electric buses, whose batteries had reached life expectancy, at the vendor’s facility between May 4, 2020 and May 31, 2021.

WHEREAS, on January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization declared the outbreak of a new coronavirus, known as SARS-CoV-2, which causes an infectious disease named coronavirus disease 2019 (“COVID-19”) a “public health emergency of international concern,” and then on March 11, 2020, given the alarming levels of spread and the severity of the virus, declared COVID-19 a pandemic; and

WHEREAS, the State of Florida’s COVID-19 state of emergency, Executive Order No. 20-52 was issued by Governor Ron DeSantis on March 9, 2020 and was extended through June 26, 2021; and

WHEREAS, between March 19, 2020 and February 2, 2023, the declaration of a Local State of Emergency for Miami-Dade County was renewed weekly, each time for an additional seven days ending on February 9, 2023;

WHEREAS, the replacement and installation of new ESS and associated hardware on the hybrid electric bus fleet included in the contract was not completed by May 31, 2021 due to manpower shortages and worldwide microchip shortages amid the COVID-19 outbreak; and

WHEREAS, the necessary replacement and installation of new ESS and associated hardware on the remaining hybrid electric bus fleet included in the contract was completed between June 17, 2022 and October 6, 2022, after the contractually specified end date to keep buses in service;

NOW, THEREFORE, in consideration of the covenants, obligations, payments, promise of release and dismissal, the receipt, sufficiency, and adequacy of all such consideration being expressly acknowledged, the Parties hereby agree as follows:

AGREED TERMS

1. **Incorporation:** The foregoing recitals of facts were made and shall be a part of this Agreement to the same extent as if fully set forth herein.
2. **Condition; Effective Date:** The "Effective Date" of this Agreement shall be the effective date of the resolution of the Board of County Commissioners of Miami-Dade County, Florida (the "BCC") approving this agreement.
3. **Payment:** The County agrees to pay FDDA THREE HUNDRED TWENTY-FOUR THOUSAND, NINE HUNDRED FIFTEEN DOLLARS (\$324,915) within sixty (60) days of the Effective Date of this Agreement to resolve all claims and disputes arising out of, related to, or in connection with Solicitation No. 382342- Energy Storage System (ESS) in accordance with Contract 5745-2/14-2 Parts and Repair Services for Transit Buses and Other Support Equipment.
4. **Release:** The parties hereby release and discharge each other, and their respective past, present and future officers, directors, employees, shareholders, agents, servants, attorneys, successors, assigns, affiliates, parents, subsidiaries, partners and insurers, from any and all action and actions, cause and causes of action, lawsuits, suits and debts, dues, sums of money, accounts, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, warranties, vacancies, damages, judgments, executions, claims, demands for defense and indemnity, demands for attorneys' fees and costs, statutory and contractual claims for attorneys' fees, judgments, liabilities in law or equity, pre and post judgment interest, obligations, losses, debts, statutory and common law claims against each other that they ever had, now have or may have in the future or hereafter can, past or presently existing, accrued or not yet accrued, known or unknown, foreseen or unforeseen, latent or patent, manifested or unmanifested, without limitation, indemnity claims, third-party claims, assigned claims, that the Parties shall or may have in connection with, that arise from, or in any way relate to the Contract other than claims that may arise emanating from contractor's performance or lack thereof related to the ongoing warranty period.
5. **Representation and Warranties:** The Parties represent and warrant the following:
 - a. The person executing this Agreement on its behalf is authorized to do so;
 - b. Each has an interest in and ownership of the claims being released sufficient to grant the releases of those claims contemplated hereby, and that they have not assigned, or in any way conveyed, transferred or encumbered all or any portion of the claims discharged by this Agreement, and that they have the exclusive right, capacity and authority to execute this Agreement;

- c. This Agreement is executed without duress, and without reliance upon any statement, inducement, or representation of Released Party or its representatives and each Party has had the opportunity to discuss this Agreement with a lawyer of its choice, if so desired;
 - d. The Parties agree that the amount described in Section 3 is a fair and reasonable amount and resolves all disagreements and matters relating to the Solicitation No. 382342- Energy Storage System (ESS) in accordance with Contract 5745-2/14-2 Parts and Repair Services for Transit Buses and Other Support Equipment; with the exception of any ongoing warrant obligations.
 - e. Each has completely read and fully understands all the terms and conditions in this Agreement, that they fully agree to each and every provision thereof, and hereby acknowledge receipt of a copy hereof.
6. **Amendments:** This Agreement may be modified or amended only in writing and signed by all Parties to be bound. A waiver by either Party of any provision of this Agreement shall not waive any other provision of this Agreement.
7. **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties hereto with respect to the subject matter hereof and supersedes any prior agreements, written or oral, with respect thereto. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any Party, except as specified set forth in this Agreement. All prior discussions and negotiations with respect to the Solicitation No. 382342- Energy Storage System (ESS) in accordance with Contract 5745-2/14-2 Parts and Repair Services for Transit Buses and Other Support Equipment have been and are merged and integrated into, and are superseded by, this Agreement.
8. **Successors and Assigns:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
9. **Severability:** In the event that any provision of this Agreement shall be held to be void, voidable or unenforceable in a particular instance and such provision does not affect the basis of the bargain of the Parties hereunder, such provision shall be severed in such instance and the remaining portions hereof shall remain in full force and effect. Furthermore, in lieu of such severed provision, there shall be added automatically in any such instance as part of this Agreement, a provision as similar to the severed provision as may be possible and be legal, binding and enforceable.
10. **Governing Law and Choice of Forum:** This agreement shall be construed and controlled by the laws of the State of Florida as construed and applied by courts having jurisdiction therein. In the event that any conflict of law or choice of law principle would otherwise in any way cause the laws of another state to apply to any issue, such conflict of law or choice of law principle shall not apply.

11. **Execution in Counterparts:** This Agreement may be executed by the Parties by signing any one of the multiple copies of this Agreement or by electronic signature. Any copy of this Agreement, when signed by any of the Parties, shall be deemed an original. All of the signed copies shall together constitute one Agreement.
12. **Paragraph Headings, Interpretation:** Paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. No provision of this Agreement is to be interpreted for or against any party because that party or its legal representative drafted such provision.

IN TESTIMONY WHEREOF, the undersigned have entered into and executed this agreement on the date set forth below under the signature of each.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

MIAMI-DADE COUNTY, a political subdivision of the State of Florida

By: _____
(signature)

For: County Mayor or Designee

Date Executed: _____

**Approved by the County Attorney's
Office as to form and legal sufficiency**

Bruce Libhaber

CONTRACTOR:

**Stewart & Stevenson Florida Detroit Diesel-Allison,
LLC, a Delaware LLC**

By: *Donald F. Mann*

Name: Donald F. Mann

Title: President

Date executed: 12/6/23

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared
Donald F. Mann, as President of
Stewart & Stevenson Florida Detroit Diesel-Allison, LLC, a Delaware LLC,
who acknowledged before me that s/he executed the foregoing instrument on behalf
of the corporation.

WITNESS my hand and official seal this 6th day of December, 2023.

Alice C. Sabin
NOTARY PUBLIC

My Commission Expires: July 1, 2025

