



SUPPLEMENTAL AGREEMENT NO. 1 TO EMERGENCY CONTRACT

MDX PROCUREMENT/CONTRACT NO.: MDX-22-03
MDX WORK PROGRAM NO.: N/A
MDX PROJECT/SERVICE TITLE: EMERGENCY HEADQUARTERS JANITORIAL SERVICES

THIS SUPPLEMENTAL AGREEMENT No. 1 TO EMERGENCY CONTRACT (the "SA #1) is made and entered into nunc pro tunc this 31st day of January, 2022 (the "Effective Date"), by and between the **Miami-Dade County Expressway Authority d/b/a as Miami-Dade Expressway Authority** (the "Authority" or "MDX"), a body politic and corporate, a public instrumentality created by the Board of County Commissioner of Miami Dade County as amended, acting by and through its Executive Director, and, **Amer-Plus Janitorial & Maintenance LLC**, (the "Contractor"), a corporation duly organized and existing under the laws of **Florida** with its principle place of business located at **1265 NE 203rd Street, Miami, Florida 33179** and duly authorized to conduct business in the State of Florida, Federal I.D. No. **42-1583060** (collectively, referred to herein as the "Parties" to this (SA #1).

WITNESSETH

WHEREAS, on **November 1, 2021**, the Executive Director issued a memo authorizing the procurement of emergency contracts for essential services due to DBI Services, LLC (DBI), Asset Maintenance Contractor, filing for bankruptcy and ceasing operations, and

WHEREAS, the DBI Contract provided the Authority maintenance services, some of which have been identified as essential to the safety and preservation of the MDX system; and

WHEREAS, the Contractor provides a deemed essential service required to complete the day to day operations, specifically **headquarters janitorial services**; and

WHEREAS, on **November 5, 2021** MDX entered into an emergency contract with the Contractor for a three (3) month term (the "Agreement"), with three (3) optional one (1) month renewals (the "Renewal Terms") for above-captioned services; and

WHEREAS, **headquarters janitorial services** will be part of a specialty contract which MDX will be procuring in the immediate future; and

WHEREAS, to ensure there is no lapse in essential service, MDX desires to exercise the three (3) one-month renewal options and additionally, if necessary, extend the emergency contract through the issuance of Notice to Proceed for the new specialty contract; and



MIAMI-DADE EXPRESSWAY AUTHORITY
 3790 NW 21 St. // Miami, FL 33142
 www.mdxway.com

MDX PROCUREMENT/CONTRACT NO.: MDX-22-03
MDX WORK PROGRAM NO.: N/A
MDX PROJECT/SERVICE TITLE: EMERGENCY HEADQUARTERS
IANITORIAL SERVICES

WHEREAS, the Parties now desire to compensate the Contractor for any additional Services that may be required and consequently increase the Contract Amount.

NOW THEREFORE, in accordance with MDX Board approval and in accordance with the Executive Director memo dated November 1, 2021 and pursuant to section(s) 4.8 Emergency Procurement, and 4.6 Sole Source Procurement of the MDX Procurement Policy in effect as of October 27, 2015 (publically available on the MDX website: www.mdxway.com), made a part hereof 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 recitations are true and correct and incorporated herein by reference.
2. The Contract Time is hereby increased by three (3) months through **April 24, 2022**, or through the issuance of Notice to Proceed for the new specialty contract.
3. The Contract Amount is hereby increased by **Forty Thousand Dollars and Zero Cents (\$40,000.00)** for a revised Contract Amount of **One Hundred Fifteen Thousand, Six Hundred Dollars and Zero Cents (\$115,600.00)**.
3. The defined terms used herein, unless otherwise defined in this Supplemental Agreement No. 1 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 Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the Agreement except as altered and amended by this Supplemental Agreement No. 1. Wherever the terms of this Supplemental Agreement No. 1 and the terms of the Contract Documents are in conflict, the terms of this Supplemental Agreement No. 1 shall govern and control.

(SIGNATURES ON THE FOLLOWING PAGE)



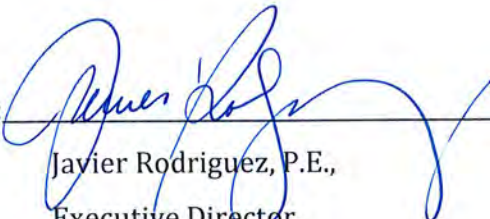
MIAMI-DADE EXPRESSWAY AUTHORITY
 3790 NW 21 St. // Miami, FL 33142
 www.mdxway.com

MDX PROCUREMENT/CONTRACT NO.: MDX-22-03
MDX WORK PROGRAM NO.: N/A
MDX PROJECT/SERVICE TITLE: EMERGENCY HEADQUARTERS
JANITORIAL SERVICES


IN WITNESS WHEREOF, the Parties have caused this Supplemental Agreement No. 1 to be executed by their respective and duly authorized representatives as of the Effective Date set forth in the opening paragraph above.

MIAMI DADE EXPRESSWAY AUTHORITY

AMER-PLUS JANITORIAL & MAINTENANCE LLC.

By: 

 Javier Rodriguez, P.E.,
 Executive Director

By: 

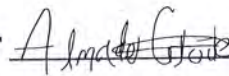
 Signature of Authorized Officer

Stephannie Cetoute

Print Name of Authorized Officer

CEO/Managing Director

Title of Authorized Officer

ATTEST 

 Secretary Signature

[CONTRACTOR SEAL]

Endorsed by Committee: N/A

Approved by MDX Board: 1/28/2022