

RESOLUTION NO. 05-288

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE CONTRACT FOR STREET LIGHT MAINTENANCE BETWEEN PRIME ELECTRICAL CONTRACTORS, INC. AND THE TOWN OF MIAMI LAKES; AUTHORIZING TOWN OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE AMENDMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 2, 2001, Miami-Dade County (the "County") and Prime Electrical Contractors, Inc. (the "Contractor") entered into an agreement whereby Contractor has provided street lighting maintenance services (the "Services") within the Town of Miami Lakes (the "Town"); and

WHEREAS, in November 2002, the Town took on responsibility of the Services from the County; and

WHEREAS, on March 14, 2003, the Town formalized a service contract with the Contractor (the "Contract") (Exhibit "A") to continue with the services that were previously bid by the County; and

WHEREAS, the Town recently bid out street lighting maintenance services; and

WHEREAS, the Town Council desires to amend this Contract to provide retroactive compensation for work performed by Contractor to this date.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above Recitals are true and correct and incorporated herein by this reference.

Section 2. Approval of First Amendment . The First Amendment to the Contract between Prime Electrical Contractors, Inc. and the Town of Miami Lakes (the "First Amendment"), a copy of which is attached as Exhibit " B," together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

Section 3. Authorization of Town Officials. The Town Manager and Town Attorney are authorized to take all actions necessary to implement the terms and conditions of the First Amendment.

Section 4. Authorization of Fund Expenditure. The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the First Amendment.

Section 5. Execution of Agreement. The Mayor is authorized to execute the First Amendment on behalf of the Town.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 8th day of March, 2005.

Motion to adopt by Simon, second by Collins.

FINAL VOTE AT ADOPTION

Mayor Wayne Slaton	<u>Yes</u>
Vice Mayor Roberto Alonso	<u>Yes</u>
Councilmember Mary Collins	<u>Yes</u>
Councilmember Robert Meador	<u>Yes</u>

Councilmember Michael Pizzi
Councilmember Nancy Simon
Councilmember Peter Thomson

Yes
Yes
Yes

Wayne Slaton
Wayne Slaton
MAYOR

ATTEST:

Debra Eastman
TOWN CLERK

Approved as to form and legality for the use
and benefit of the Town of Miami Lakes only:

[Signature]
Weiss, Serota, Helfman, Pastoriza, Guedes
Cole & Boniske, P.A.
TOWN ATTORNEY

EXHIBIT "B"

FIRST AMENDMENT TO SERVICE CONTRACT BETWEEN PRIME ELECTRICAL CONTRACTORS, INC. AND THE TOWN OF MIAMI LAKES FOR STREET LIGHTING MAINTENANCE

This First Amendment to Service Contract for Miami Lakes Street Lighting (the "First Amendment") made and entered into this 8th day of March, 2005, by and between the Town of Miami Lakes, Florida, a municipal corporation of the State of Florida (the "Town") and the Prime Electrical Contractors, Inc. (the "Contractor").

WHEREAS, on February 2nd, 2001, Miami-Dade County (the "County") and Contractor entered into an agreement whereby Contractor has provided street lighting maintenance services (the "Services") within the Town; and

WHEREAS, in November 2002, the Town took on responsibility of the Services from the County; and

WHEREAS, on March 14, 2003, the Town formalized a service contract with the Contractor (the "Contract") to continue with the services that were previously bid by the County; and

WHEREAS, the Town recently bid out street lighting maintenance services; and

WHEREAS, the Town desires to close out the Contract by providing Contractor with funds owed for work that was required beyond what was initially allotted to this Contract.

NOW THEREFORE, in consideration of the mutual covenants set forth in this First Amendment, the parties agree as follows:

1. **Amendment to Section 2 of the Contract.**

The parties hereby amend the Contract to read as follows:

* * *

2. COMPENSATION

2.01 All compensation for services under this Contract shall be computed from actual work performed and unit prices on attached Exhibit "1 ." The Contractor shall be paid monthly, upon the Town Manager's approval of submitted invoices by the Contractor.

2.02 The total sum paid by the Town under Section 2.01 of this Contract shall not exceed ~~\$160,000.00~~ \$227,139.43 for the term of this Contract as specified in Section 3 of this Contract, without the prior approval of the Town Council.

* * *

3. TERM

Unless terminated earlier pursuant to Section 8 of this Agreement, the term of this Contract shall be for a two (2) year period, effective retroactive to February 5th, 2003 and ending ~~February 4th, 2005~~ March 15, 2005.

2. No Further Modifications. All other terms and conditions of the Agreement for police services not in conflict or superseded by this First Amendment shall remain in full force and effect as if set forth in full herein.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this First Amendment upon the terms and conditions above stated on the day and year first above written.

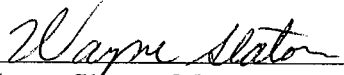
CONTRACTOR:

Prime Electrical Contractors, Inc.
1609 N.W. 79th Street
Miami, Florida 33147

Tony Marchetta, President

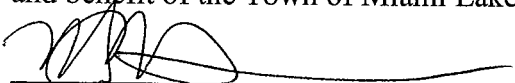
TOWN:

Town of Miami Lakes
6853 Main Street
Miami Lakes, Florida 33014



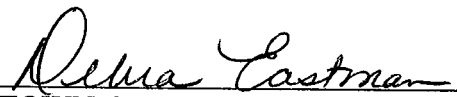
Wayne Slaton, Mayor

Approved as to form and legality for the use and benefit of the Town of Miami Lakes only:



Weiss, Serota, Helfman, Pastoriza, Guedes,
Cole & Boniske, P.A.
TOWN ATTORNEY

Attest:



TOWN CLERK

EXHIBIT "B"

FIRST AMENDMENT TO SERVICE CONTRACT BETWEEN PRIME ELECTRICAL CONTRACTORS, INC. AND THE TOWN OF MIAMI LAKES FOR STREET LIGHTING MAINTENANCE

This First Amendment to Service Contract for Miami Lakes Street Lighting (the "First Amendment") made and entered into this 8th day of March, 2005, by and between the Town of Miami Lakes, Florida, a municipal corporation of the State of Florida (the "Town") and the Prime Electrical Contractors, Inc. (the "Contractor").

WHEREAS, on February 2nd, 2001, Miami-Dade County (the "County") and Contractor entered into an agreement whereby Contractor has provided street lighting maintenance services (the "Services") within the Town; and

WHEREAS, in November 2002, the Town took on responsibility of the Services from the County; and

WHEREAS, on March 14, 2003, the Town formalized a service contract with the Contractor (the "Contract") to continue with the services that were previously bid by the County; and

WHEREAS, the Town recently bid out street lighting maintenance services; and

WHEREAS, the Town desires to close out the Contract by providing Contractor with funds owed for work that was required beyond what was initially allotted to this Contract.

NOW THEREFORE, in consideration of the mutual covenants set forth in this First Amendment, the parties agree as follows:

1. Amendment to Section 2 of the Contract.

The parties hereby amend the Contract to read as follows:

* * *

2. **COMPENSATION**

2.01 All compensation for services under this Contract shall be computed from actual work performed and unit prices on attached Exhibit "1 ." The Contractor shall be paid monthly, upon the Town Manager's approval of submitted invoices by the Contractor.

2.02 The total sum paid by the Town under Section 2.01 of this Contract shall not exceed ~~\$160,000.00~~ \$227,139.43 for the term of this Contract as specified in Section 3 of this Contract, without the prior approval of the Town Council.

* * *

3. **TERM**

Unless terminated earlier pursuant to Section 8 of this Agreement, the term of this Contract shall be for a two (2) year period, effective retroactive to February 5th, 2003 and ending ~~February 4th, 2005~~ March 15, 2005.

2. **No Further Modifications.** All other terms and conditions of the Agreement for police services not in conflict or superseded by this First Amendment shall remain in full force and effect as if set forth in full herein.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this
First Amendment upon the terms and conditions above stated on the day and year first above
written.

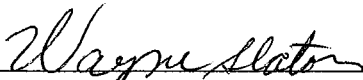
CONTRACTOR:

Prime Electrical Contractors, Inc.
1609 N.W. 79th Street
Miami, Florida 33147

Tony Marchetta, President

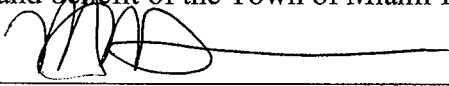
TOWN:

Town of Miami Lakes
6853 Main Street
Miami Lakes, Florida 33014



Wayne Slaton, Mayor

Approved as to form and legality for the use
and benefit of the Town of Miami Lakes only:



Weiss, Serota, Helfman, Pastoriza, Guedes,
Cole & Boniske, P.A.
TOWN ATTORNEY

Attest:



TOWN CLERK

EXHIBIT "B"

FIRST AMENDMENT TO SERVICE CONTRACT BETWEEN PRIME ELECTRICAL CONTRACTORS, INC. AND THE TOWN OF MIAMI LAKES FOR STREET LIGHTING MAINTENANCE

This First Amendment to Service Contract for Miami Lakes Street Lighting (the "First Amendment") made and entered into this 8th day of March, 2005, by and between the Town of Miami Lakes, Florida, a municipal corporation of the State of Florida (the "Town") and the Prime Electrical Contractors, Inc. (the "Contractor").

WHEREAS, on February 2nd, 2001, Miami-Dade County (the "County") and Contractor entered into an agreement whereby Contractor has provided street lighting maintenance services (the "Services") within the Town; and

WHEREAS, in November 2002, the Town took on responsibility of the Services from the County; and

WHEREAS, on March 14, 2003, the Town formalized a service contract with the Contractor (the "Contract") to continue with the services that were previously bid by the County; and

WHEREAS, the Town recently bid out street lighting maintenance services; and

WHEREAS, the Town desires to close out the Contract by providing Contractor with funds owed for work that was required beyond what was initially allotted to this Contract.

NOW THEREFORE, in consideration of the mutual covenants set forth in this First Amendment, the parties agree as follows:

1. Amendment to Section 2 of the Contract.

The parties hereby amend the Contract to read as follows:

* * *

2. **COMPENSATION**

2.01 All compensation for services under this Contract shall be computed from actual work performed and unit prices on attached Exhibit "1 ." The Contractor shall be paid monthly, upon the Town Manager's approval of submitted invoices by the Contractor.

2.02 The total sum paid by the Town under Section 2.01 of this Contract shall not exceed ~~\$160,000.00~~ \$227,139.43 for the term of this Contract as specified in Section 3 of this Contract, without the prior approval of the Town Council.

* * *

3. **TERM**

Unless terminated earlier pursuant to Section 8 of this Agreement, the term of this Contract shall be for a two (2) year period, effective retroactive to February 5th, 2003 and ending ~~February 4th, 2005~~ March 15, 2005.

2. **No Further Modifications.** All other terms and conditions of the Agreement for police services not in conflict or superseded by this First Amendment shall remain in full force and effect as if set forth in full herein.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this First Amendment upon the terms and conditions above stated on the day and year first above written.

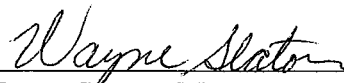
CONTRACTOR:

Prime Electrical Contractors, Inc.
1609 N.W. 79th Street
Miami, Florida 33147

Tony Marchetta, President

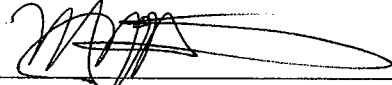
TOWN:

Town of Miami Lakes
6853 Main Street
Miami Lakes, Florida 33014



Wayne Slaton, Mayor

Approved as to form and legality for the use and benefit of the Town of Miami Lakes only:



Weiss, Serota, Helfman, Pastoriza, Guedes,
Cole & Boniske, P.A.
TOWN ATTORNEY

Attest:



TOWN CLERK