

RESOLUTION NO. 07-510

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING THE FIRST AMENDMENT TO THE CONTRACT FOR LANDSCAPE MAINTENANCE SERVICES BETWEEN SOUTH FLORIDA MAINTENANCE SERVICES, INC., AND THE TOWN; 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 TOWN MANAGER TO EXECUTE THE AMENDMENT TO THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 1, 2004, the Town entered into a Contract for Landscape Maintenance Services (the "Contract") with South Florida Maintenance Services, Inc. (the "Contractor") for the performance of landscape maintenance services of all of the right of ways and cul-de-sacs within the Town; and

WHEREAS, during the first three years of the Contract, the Town has completed major landscape improvements at the Right of Way at NW 87th Avenue south of Miami Lakes Drive, installed several bus shelters throughout the Town, and entered into an agreement with the Florida Department of Transportation to increase the level of services at the newly landscaped area surrounding the Palmetto Expressway and Miami Lakes Drive; and

WHEREAS, as a result of these improvements, the Town has identified the need to increase the level of services for the recently enhanced landscaped areas and to provide cleaning services to the recently installed bus shelters; and

WHEREAS, the Contractor has agreed to provide these services to the Town pursuant to an amendment to the original Contract; and

WHEREAS, the Town also desires to amend the Contract, which expires on July 1,

2007, by extending the terms of the Contract to July 1, 2009, so that Contractor can continue to improve and maintain the Town's right of ways and cul-de-sacs.

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

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

Section 2. Approval of First Amendment. The First Amendment to the Contract for Landscaping Maintenance Services between South Florida Maintenance Service, Inc. and the Town (the "First Amendment"), a copy of which is attached as Exhibit "A," 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 steps necessary to implement the terms and conditions of the First Amendment.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Town Manager pursuant to the Town's Purchasing Procedures Ordinance, the Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the First Amendment.

Section 5. Execution of First Amendment. The Town Manager is authorized to execute the First Amendment on behalf of the Town, to execute any required agreements and/or documents to implement the terms and conditions of the First Amendment and to execute any extensions and/or amendments to the First Amendment, subject to the approval as to form and

legality by the Town Attorney.

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

PASSED AND ADOPTED this 10 day of April, 2007.

Motion to adopt by Nancy Simon, second by Mary Collins.

FINAL VOTE AT ADOPTION

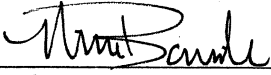
Mayor Wayne Slaton	<u>yes</u>
Vice Mayor Mary Collins	<u>yes</u>
Councilmember Roberto Alonso	<u>absent</u>
Councilmember Robert Meador	<u>yes</u>
Councilmember Michael Pizzi	<u>yes</u>
Councilmember Richard Pulido	<u>yes</u>
Councilmember Nancy Simon	<u>yes</u>

Wayne Slaton
Wayne Slaton
MAYOR

ATTEST:

Debra Eastman
Debra Eastman, MMC
TOWN CLERK

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



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

EXHIBIT A

FIRST AMENDMENT TO CONTRACT FOR LANDSCAPE MAINTENANCE BETWEEN SOUTH FLORIDA MAINTENANCE SERVICES, INC. AND THE TOWN OF MIAMI LAKES

This First Amendment to the Contract for Landscape Maintenance between South Florida Maintenance Services, Inc. and the Town of Miami Lakes (the "First Amendment") is made and entered into this ____th day of _____, 2007, by and between the Town of Miami Lakes, Florida, a municipal corporation of the State of Florida (the "Town") and South Florida Maintenance Services, Inc., a Florida corporation (the "Contractor").

WHEREAS, on July 1, 2004, the Town Council entered into a Contract for Landscape Maintenance Services (the "Contract") whereby Contractor would provide landscape maintenance services to the Town (the "Services"); and

WHEREAS, the since the execution of the Contract, the Town has completed major landscape improvements at the Right of Way at NW 87th Avenue south of Miami Lakes Drive, installed fifteen bus shelters throughout the Town, and entered into an agreement with the Florida Department of Transportation to increase the level of services at the newly landscaped area surrounding the Palmetto Expressway and Miami Lakes Drive; and

WHEREAS, the Town desires to amend the Contract so that the Contractor may provide services for the recently enhanced landscaped areas, provide cleaning services to the recently installed bus shelters and extend the terms of the Contract, which expires July 1, 2007, to July 1, 2009.

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

Section 1. Amendment to Agreement. The parties amend the Contract to read as follows:

1. **SCOPE OF WORK-** The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the scope of work as outlined in the Detailed Requirements of this Agreement, attached as Exhibit "A" (the "Work").

The scope of the Work is amended to include the cleaning services to the fifteen (15) recently installed bus shelters throughout the Town, as specified in Exhibit A of this First Amendment.

2. **COMPENSATION/PAYMENT-**

2.1 Contractor shall provide the Town with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month.

2.2 The Town shall make payment on said invoices of approved amounts due, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished. If there is a dispute with regard to an invoice, the Town may withhold payment until all requested supporting materials are received from Contractor and the dispute is resolved.

2.3 The Contractor shall be compensated at the unit prices specified in the Bid Proposal based upon the actual Work completed for the month. The total compensation under this Agreement shall not exceed \$538,599.00 ~~\$635,100.00~~ for the 2006-2007 Fiscal year, \$792,900.00 for the 2007-2008 Fiscal Year, and \$595,000.00 from October 1, 2008, through July 1, 2009.

3. **TERM**

This Agreement shall be effective upon the execution by both parties and shall continue ~~for a terms of three (3) years until July 1, 2009. At its sole discretion, the Town shall have an option to renew this Agreement upon the same terms and conditions for up to two (2) additional years (the "Option"). This Option may be exercised at the sole discretion to the Town Manager. Such extension shall be effective upon receipt of a written notice from the Town Manager to the Contractor received no later than 30 days prior to the date of termination.~~

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

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:

South Florida Maintenance Services, Inc.

TOWN:

Town of Miami Lakes

9700 N.W. 79th Avenue
Miami, Florida 33016

6853 Main Street
Miami Lakes, Florida 33014

Authorized Representative

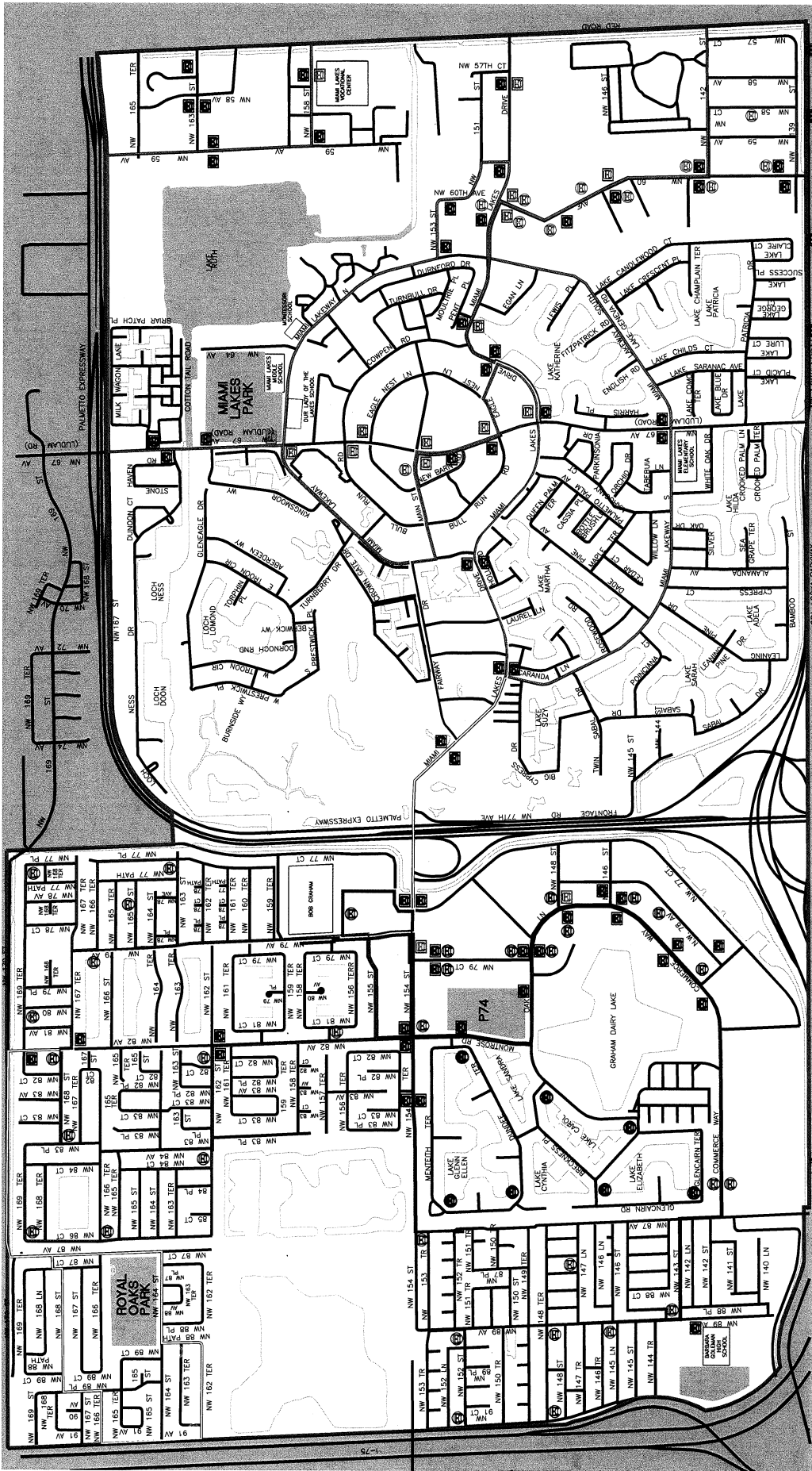
Alex Rey
TOWN MANAGER

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

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

Attest:

Debra Eastman, MMC
TOWN CLERK



Kimley-Horn
and Associates, Inc.

BUS STOP LEGEND

- BUS STOP W/ TOWN SHELTER
- BUS STOP W/ BENCH
- BUS STOP W/ SIGN ONLY
- BUS STOP W/ COUNTY SHELTER

BUS ROUTE LEGEND

- EAST CIRCULATOR 1
- EAST CIRCULATOR 2
- LUNCH ROUTE WEST
- PARK ROUTE
- ROYAL OAKS ROUTE
- PLC/W/ ROUTE
- LGE ROUTE
- WEST CIRCULATOR 1
- WEST CIRCULATOR 2
- LUNCH ROUTE EAST

SCALE AS SHOWN

Bus Stop Inventory



Figure 1. Town