

**RESOLUTION No. 15-101**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT, IN SUBSTANTIALLY THE FORM PROVIDED, WITH SFM SERVICES, INC., FOR THE PROVISION OF MEDIANS AND RIGHT-OF-WAY MAINTENANCE SERVICES THROUGHOUT THE CITY, INCREASING THE NOT TO EXCEED CONTRACT AMOUNT BY \$154,642.40 FOR REMAINING FISCAL YEAR 2014-2015 AND FISCAL YEAR 2015-2016; AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT AND TO EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on January 6, 2012, City Council for the City of Doral (the "City") approved Resolution No. 12-01, authorizing the City Manager to enter into an agreement with SFM Services, Inc. ("SFM") for the provision of medians and right-of-ways maintenance services (the "Services") with an initial term of one (1) year and with the option to renew for three (3) one (1) year additional terms, for a total of four (4) years in an amount not to exceed \$705,312.00 (the "Agreement"); expiration date is January 6, 2016; and

**WHEREAS**, as of March 30, 2015, the City has expended a total of \$701,885.01 for the provision of the Services, which include additional approved work orders for landscape replacement and installations within the City's medians and right-of-ways.

**WHEREAS**, in order to continue to provide the same level of service throughout the City's medians, right-of-ways and canals, the total contract amount will be surpassed by January 6, 2016 (end of year 4) and consequently bring the total contract amount to an estimated \$859,954.40 for the full (4) year contract term; and

**WHEREAS**, staff has recommended that the City Council approve an amendment to the Agreement increasing the not to exceed amount by \$154,642.40 to

cover the remaining of the Agreement (through January 6, 2016), increasing the total not to exceed contract amount to \$859,954.40, in order to continue to provide the highest level of landscape maintenance services to the City's medians right-of-ways and canals (the "First Amendment").

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and incorporated herein.

**Section 2. Approval.** The First Amendment to the Agreement between the City and SFM Services, Inc., increasing the not to exceed contract amount by \$154,642.40 for a total contract amount of \$859,954.40, in substantially the form provided in Exhibit "A", which is attached hereto and incorporated herein and made a part hereof by this reference, together with such non-material changes as may be acceptable to the City Manager and approved as to form by the City Attorney, is hereby approved. The City Manager is authorized to execute the First Amendment and expend budgeted funds on behalf of the City.

**Section 3. Implementation.** The City Manager and City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

**Section 4. Effective Date.** This Resolution shall take effect immediately upon adoption.


The foregoing Resolution was offered by Vice Mayor Ruiz who moved its adoption. The motion was seconded by Councilmember Cabrera and upon being put to a vote, the vote was as follows:

|                                  |     |
|----------------------------------|-----|
| Mayor Luigi Boria                | Yes |
| Vice Mayor Sandra Ruiz           | Yes |
| Councilman Pete Cabrera          | Yes |
| Councilwoman Christi Fraga       | Yes |
| Councilwoman Ana Maria Rodriguez | Yes |

PASSED AND ADOPTED this 13 day of May, 2015.

  
\_\_\_\_\_  
LUGI BORIA, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE SOLE USE  
OF THE CITY OF DORAL

  
\_\_\_\_\_  
WEISS, SEROTA, HELFMAN, COLE, & BIERMAN, PL  
CITY ATTORNEY

# EXHIBIT “A”

**FIRST AMENDMENT TO CONTRACT BETWEEN  
THE CITY OF DORAL, FLORIDA  
AND  
SFM SERVICES, INC.**

This First Amendment to the Contract made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Doral, Florida, a municipal corporation of the State of Florida ("City") and SFM Services, Inc. ("Contractor") having its place of business at 9700 NW 79 Avenue, Hialeah Gardens Florida 33016, for the provision of median and right-of-way maintenance services ("First Amendment").

**WHEREAS**, the City and Contractor, entered into a contract agreement for the median and right-of-way maintenance services ("Contract") dated January 6, 2012 for a period of one (1) year with the option to renew for three (3) one (1) year additional terms for a total of four (4) years. A copy of the Contract is attached hereto as Exhibit "A" and incorporated by this reference; and

**WHEREAS**, the cost for the median and right-of-way maintenance services is currently at a not to exceed amount of \$705,312.00, and the cost for the provision of median and right-of-way maintenance services will be increased to a not exceed amount of 859,954.40 to complete the median and right-of-way maintenance services.

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

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

Section 2. Amendments. The following Sections of the Contract are hereby amended to read as follows:

Article 3 "COMPENSATION AND PAYMENT"

"That the Second Party hereby agrees to pay to the First Party for the faithful performance of this Agreement, in accordance with the line item pricing (as provided) in the Bid Form, in lawful money of the United States, not to exceed the amount of:

~~\$641,193.00~~ \$859,954.40, without prior written approval of the City. ~~Consultant~~ Contractor shall submit.....in a form approved by the City."

**EXCEPT AS PROVIDED HEREIN**, all other terms and conditions of the Contract dated January 6, 2012, remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original.

WITNESSES:

\_\_\_\_\_  
Name: \_\_\_\_\_

SFM Services, INC.:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Connie Diaz, City Clerk

**CITY OF DORAL**

By: \_\_\_\_\_  
Edward A. Rojas, City Manager

Approved As To Form and Legal Sufficiency for the Use  
And Reliance of the City of Doral Only:

\_\_\_\_\_  
Weiss, Serota, Helfman, Cole, & Bierman, PL  
City Attorney