

RESOLUTION NO. 19-10-97

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING THE SECOND AMENDMENT TO AGREEMENT BETWEEN J. A. LAROCCO ENTERPRISES, INC. AND ISLAMORADA, VILLAGE OF ISLANDS FOR ASPHALT REPAIRS – DAMAGE CAUSED BY HURRICANE IRMA AND ASSOCIATED DEBRIS MANAGEMENT ACTIVITIES TO VILLAGE ROADS, STREETS, BIKE PATH LANES AND PORTIONS OF THE OVERSEAS HERITAGE TRAIL; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE SECOND AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on June 6, 2019, Islamorada, Village of Islands (the “Village”) entered into an Agreement (the “Agreement”) with J. A. LaRocco Enterprises, Inc. (“Contractor”) for Hurricane Irma asphalt repair services (the “Project”); and

WHEREAS, at its regular meeting on September 19, 2019, the Village Council of the Village (the “Village Council”) passed and adopted Resolution No. 19-09-86 to increase the not-to-exceed amount for the Project from an initial preliminary amount of \$150,000.00 to \$350,000.00; and

WHEREAS, the Contractor has further advised the Village that the current not-to-exceed amount of \$350,000.00 is not sufficient to cover the entire costs of the project; and

WHEREAS, the Village and the Contractor desire to enter into the Second Amendment to the Agreement (the “Second Amendment”), to provide the aforementioned services at a not-to-exceed amount of \$574,000.00 based on Contractor’s current estimates to complete the project; and

WHEREAS, the Village Council finds that approval of the Second Amendment is in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Amendment. The Village Council hereby approves the Second Amendment between the Contractor and the Village, a copy of which is attached as Exhibit “A,” together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Work Authorization.

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

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

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

Motion to adopt by Vice Mayor Mike Forster, second by Councilman Ken Davis.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS:

Mayor Deb Gillis	YES
Vice Mayor Mike Forster	YES
Councilman Ken Davis	YES
Councilwoman Cheryl Meads	YES
Councilman Jim Mooney	YES

PASSED AND ADOPTED this 10th day of October, 2019.



DEB GILLIS, MAYOR

ATTEST:



KELLY TOTH, VILLAGE CLERK

APPROVED AS TO FORM AND
LEGALITY FOR THE USE AND BENEFIT
OF ISLAMORADA, VILLAGE OF ISLANDS:



ROGET V. BRYAN, VILLAGE ATTORNEY

**SECOND AMENDMENT TO AN AGREEMENT
BETWEEN
ISLAMORADA, VILLAGE OF ISLANDS
AND
J. A. LAROCCO ENTERPRISES, INC.**

THIS AMENDMENT to the Agreement (the "Second Amendment") is made between J. A. LAROCCO ENTERPRISES, INC., a Florida corporation ("CONSULTANT"), and ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, a Florida municipal corporation ("VILLAGE").

WHEREAS, CONSULTANT and VILLAGE entered into a certain Agreement (the "Agreement") effective June 6, 2019; and

WHEREAS, CONSULTANT and VILLAGE entered in a First Amendment to the Agreement on September 19, 2019, increasing the not-to-exceed amount from One Hundred Fifty Thousand Dollars (\$150,000.00) to Three Hundred Fifty Thousand Dollars (\$350,000.00); and

WHEREAS, CONSULTANT has determined that costs to complete the asphalt repairs to Village roads, streets, bike paths, lanes and portions of the Overseas Heritage Trail will exceed the current not-to-exceed amount specified in the Agreement of Three Hundred Fifty Thousand Dollars (\$350,000.00); and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Second Amendment, CONSULTANT and VILLAGE agree as follows.

Section 1. Amendment to Agreement. The Agreement is amended to read as follows:

ARTICLE 4
CONTRACT SUM

4.1 The VILLAGE hereby agrees to pay CONSULTANT for the faithful performance of this Agreement, for work completed in accordance with the Proposal attached hereto as Exhibit "A", and as directed by VILLAGE. Prices for work completed by the CONSULTANT shall be as reflected in CONSULTANT's Proposal attached hereto and made a part hereof as Exhibit "A". A total contract price hereto is referred to as Contract Sum and shall not exceed ~~Three Hundred Fifty Thousand Dollars (\$350,000.00)~~ **Five Hundred Seventy-four Thousand Dollars (\$574,000.00)**.

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

Section 3. Effective Date. This Second Amendment shall be effective retroactive to October 1, 2019.

IN WITNESS WHEREOF, there parties execute this Second Amendment on the respective dates under each signature: VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, and by CONSULTANT by and through its principal.

Attest:

ISLAMORADA, VILLAGE OF ISLANDS

Kelly S Toth
Kelly Toth, Village Clerk

By: Seth Lawless
Seth Lawless, Village Manager

Date: 10-15-19

J. A. LAROCCO ENTERPRISES, INC.

By: John LaRocco
John LaRocco, President

10-16-19
Date

Kelly S Toth
Witness