

RESOLUTION NO. 2010 - 060

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH CHAPLES TRACTOR AND AGRICULTURAL SERVICES, INC., FOR EXOTICS CLEARING, NATIVE PRUNING, AND MULCHING SERVICES FOR THE SOUTHWEST MEADOWS SANCTUARY; AMENDING THE AGREEMENT TO PROVIDE FOR PROGRESS PAYMENTS TO BE MADE TO THE CONTRACTOR; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 15, 2010, pursuant to Resolution No. 2010-56, the Town Council approved an Agreement with Chaples Tractor and Agricultural Services, Inc., to remove invasive exotics within the Town's Southwest Meadows Sanctuary; and

WHEREAS, the parties executed the Agreement on April 28, 2010; and

WHEREAS, the Agreement provides for a \$3,000.00 initiation fee and for the remaining \$19,000.00 to be paid upon the completion of the project; and

WHEREAS, the vendor has requested that the Agreement be amended to provide for progress payments; and

WHEREAS, the Town Council agrees to this amendment provided that the amount paid does not exceed the percentage of work to be performed.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves the First Amendment to the Agreement between the Town of Southwest Ranches and Chaples Tractor and Agricultural Services, Inc., for Exotics Clearing, Native Pruning and Mulching Services for Southwest Meadows Sanctuary, to provide for progress payments to be made in substantially the same form as that set forth and attached hereto as Exhibit "A".

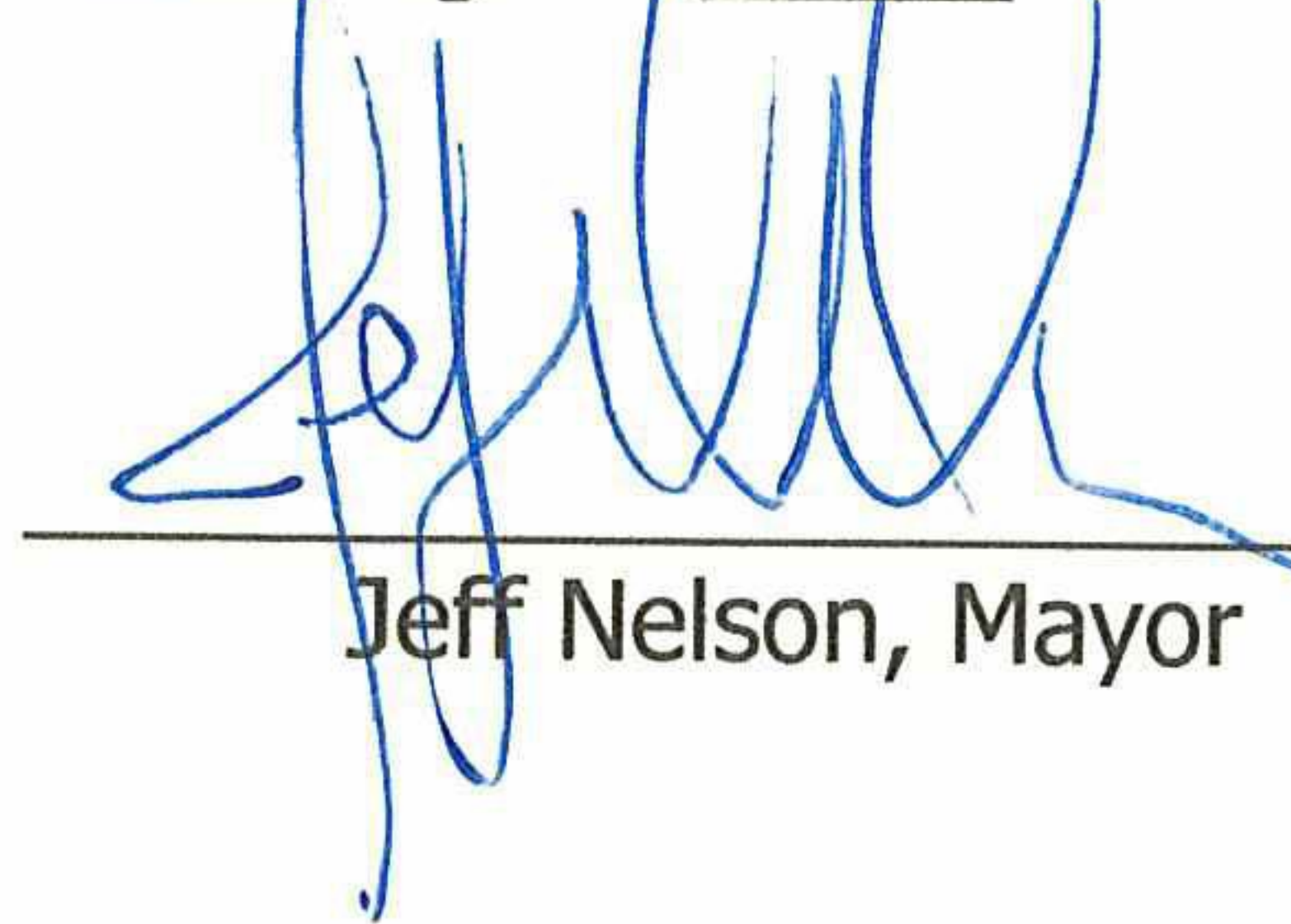
Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to execute the First Amendment to the Agreement in substantially the same form as that attached hereto as Exhibit "A," and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 4. That this Resolution shall become effective immediately upon its adoption.


PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 6th day of May, 2010 on a motion by Council Member McKay and seconded by Council Member Breitkreuz.

Nelson	<u>AYE</u>
Knight	<u>AYE</u>
Breitkreuz	<u>AYE</u>
Fisikelli	<u>AYE</u>
McKay	<u>AYE</u>

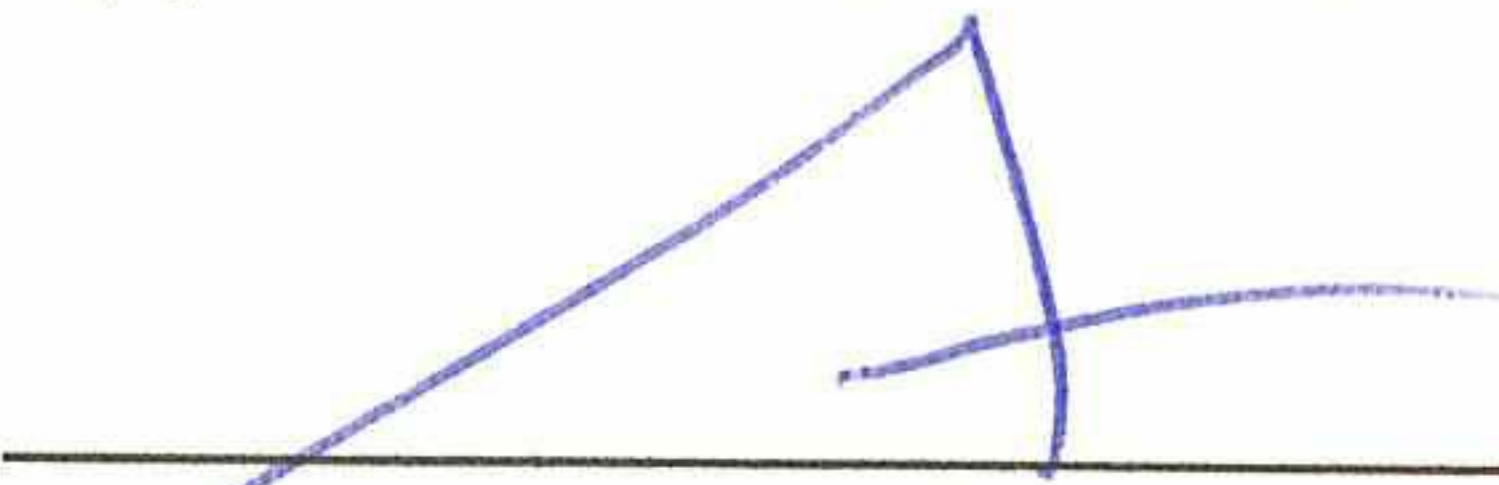
Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u>0</u>
Abstaining	<u>0</u>



Jeff Nelson, Mayor

Attest:

Debra Doré-Thomas, CMC, Town Clerk

Approved as to Form and Correctness:



Gary A. Poliakoff, J.D., Town Attorney
ACTIVE: 2964010_1

F I R S T

A M E N D M E N T

T O

A G R E E M E N T

Between

TOWN OF SOUTHWEST RANCHES

and

CHAPLES TRACTOR AND AGRICULTURAL SERVICES, INC.

for

EXOTICS CLEARING, NATIVE PRUNING AND MULCHING SERVICES

at

SOUTHWEST MEADOWS SANCTUARY

**EXOTICS CLEARING, NATIVE PRUNING AND MULCHING SERVICES CONTRACT
(26 Acre Site Located on Griffin Road at SW 163 Avenue)**

12th **THIS FIRST AMENDMENT TO THE AGREEMENT** made and entered into as of the day of May, 2010, by and between the Town of Southwest Ranches, a municipal corporation of the State of Florida, (hereinafter referred to as "TOWN") and Chaples Tractor and Agricultural Services, Inc., (hereinafter referred to as "CONTRACTOR"), for the purpose of modifying the Agreement between the TOWN and CONTRACTOR effective April 28, 2010 (the "Original Agreement")

WHEREAS, on April 15, 2010, pursuant to Resolution No. 2010-56, the Town Council approved an Agreement with Chaples Tractor and Agricultural Services, Inc., to remove invasive exotics within the Town's Southwest Meadows Sanctuary; and

WHEREAS, the parties executed the Agreement on April 28, 2010; and

WHEREAS, the Agreement provides for a \$3,000.00 initiation fee and for the remaining \$19,000.00 to be paid upon the completion of the project; and

WHEREAS, the CONTRACTOR has commenced and completed a portion of the work; and

WHEREAS, the vendor has requested that the Agreement be amended to provide for progress payments; and

WHEREAS, the Town Council agrees to this amendment provided that the amount paid does not exceed the percentage of work to be performed.

WHEREAS, Section 3 – Method of Payment, shall hereby be amended as follows to provide for progress payments to be made to CONTRACTOR upon completion of specific areas of work.

NOW THEREFORE, for in consideration of the premises and for Ten Dollars (\$10.00) and for other good and valuable consideration the receipt and sufficiency whereof is hereby acknowledged, the parties hereto agree that the Original Agreement shall be amended as follows:

1. Section 3 of the Agreement is hereby amended to read as follows:

Section 3: Method of Payment

3.1 Upon full and final execution of Contract and upon issuance by the TOWN of a Notice to Proceed, the TOWN shall provide an initial payment of Three Thousand (\$3,000) Dollars to CONTRACTOR. The CONTRACTOR acknowledges receipt of the initial payment. The remaining Contract sum, of Nineteen Thousand (\$19,000) Dollars, shall be paid as set forth herein below.

~~3.2 TOWN and CONTRACTOR agree that the TOWN shall make payment of the remaining Contract sum, Twelve Thousand (\$12,000) Dollars, to CONTRACTOR only upon satisfactory completion of all Work under this Contract.~~

3.2 When CONTRACTOR has achieved Completion of Area 1, CONTRACTOR shall notify TOWN, in writing. TOWN shall then promptly inspect the Work. When TOWN or its designee, on the basis of such an inspection, determines that the Work has achieved satisfactory Completion, the CONTRACTOR shall be paid a progress payment in the amount of Seven Thousand (\$7,000) Dollars for completion of that portion of the work within seven (7) days of the TOWN's approval.

3.3 When CONTRACTOR has achieved Completion of Area 3, CONTRACTOR shall notify TOWN, in writing. TOWN shall then promptly inspect the Work. When TOWN or its designee, on the basis of such an inspection, determines that the Work has achieved satisfactory Completion, the CONTRACTOR shall be paid a progress payment in the amount of Five Thousand (\$5,000) Dollars for completion of that portion of the work within seven (7) days of the TOWN's approval.

3.4 When CONTRACTOR has achieved Completion of Area 4, CONTRACTOR shall notify TOWN, in writing. TOWN shall then promptly inspect the Work. When TOWN or its designee, on the basis of such an inspection, determines that the Work has achieved satisfactory Completion, the CONTRACTOR shall be paid a progress payment in the amount of Four Thousand (\$4,000) Dollars for completion of that portion of the work within seven (7) days of the TOWN's approval.

3.5 TOWN and CONTRACTOR agree that final payment of the remaining Contract sum, Three Thousand (\$3,000) Dollars, shall be made by TOWN to CONTRACTOR only upon satisfactory completion of Areas 2 and 5, as well as native pruning and mulching services, cleanup and all other Work under this Contract.

2. Except as specifically modified by this First Amendment, all other terms, conditions, and requirements of the Agreement shall remain in full force, and effect.

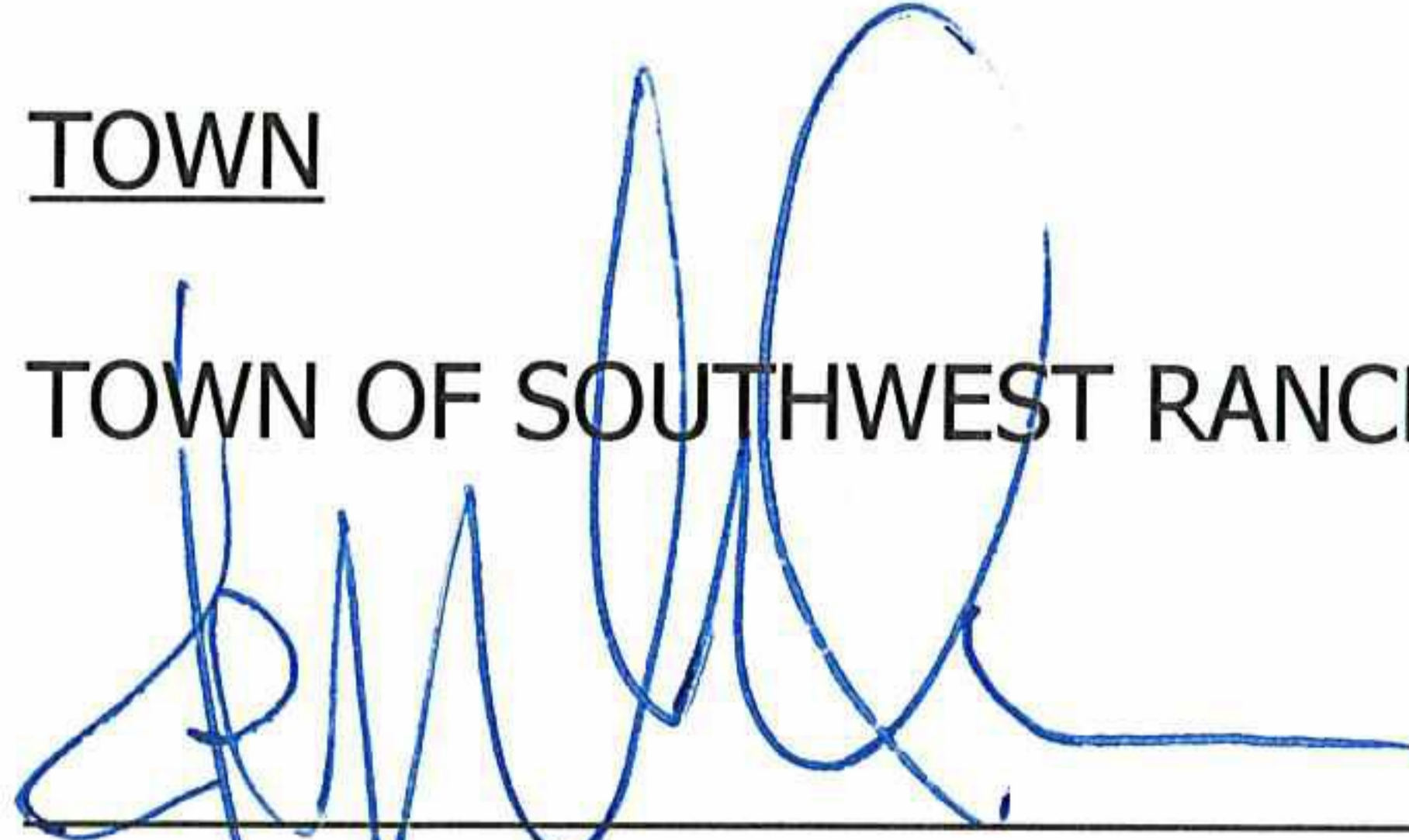
[Signatures on Following Page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
EXOTICS CLEARING, NATIVE PRUNING AND MULCHING SERVICES

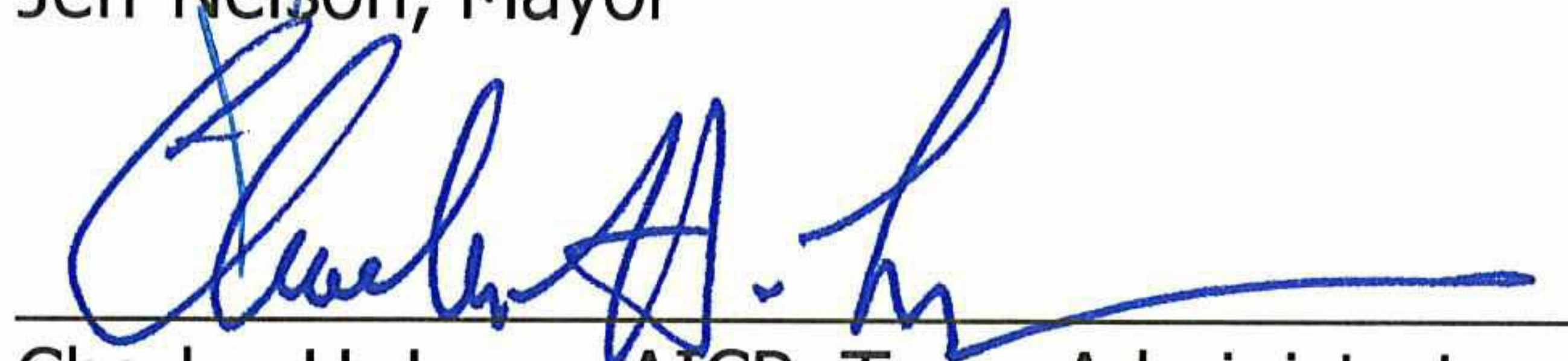
IN WITNESS THEREOF, THE PARTIES HERETO HAVE MADE AND EXECUTED THIS FIRST AMENDMENT TO THE AGREEMENT on the respective dates under each signature: TOWN OF SOUTHWEST RANCHES through its TOWN COUNCIL, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Council action on the 6th day of May, 2010, and Chaples Tractor and Agricultural Services, Inc., signing by and through its Vice President, MaryGay Chaples, duly authorized to execute same.

TOWN

TOWN OF SOUTHWEST RANCHES



Jeff Nelson, Mayor



Charles H. Lynn, AICP, Town Administrator

ATTEST:



Debra Doré-Thomas, CMC, Town Clerk

APPROVED AS TO FORM
AND CORRECTNESS:

By



Gary A. Poliakoff, Town Attorney
ACTIVE: 2964141_1

CONTRACTOR

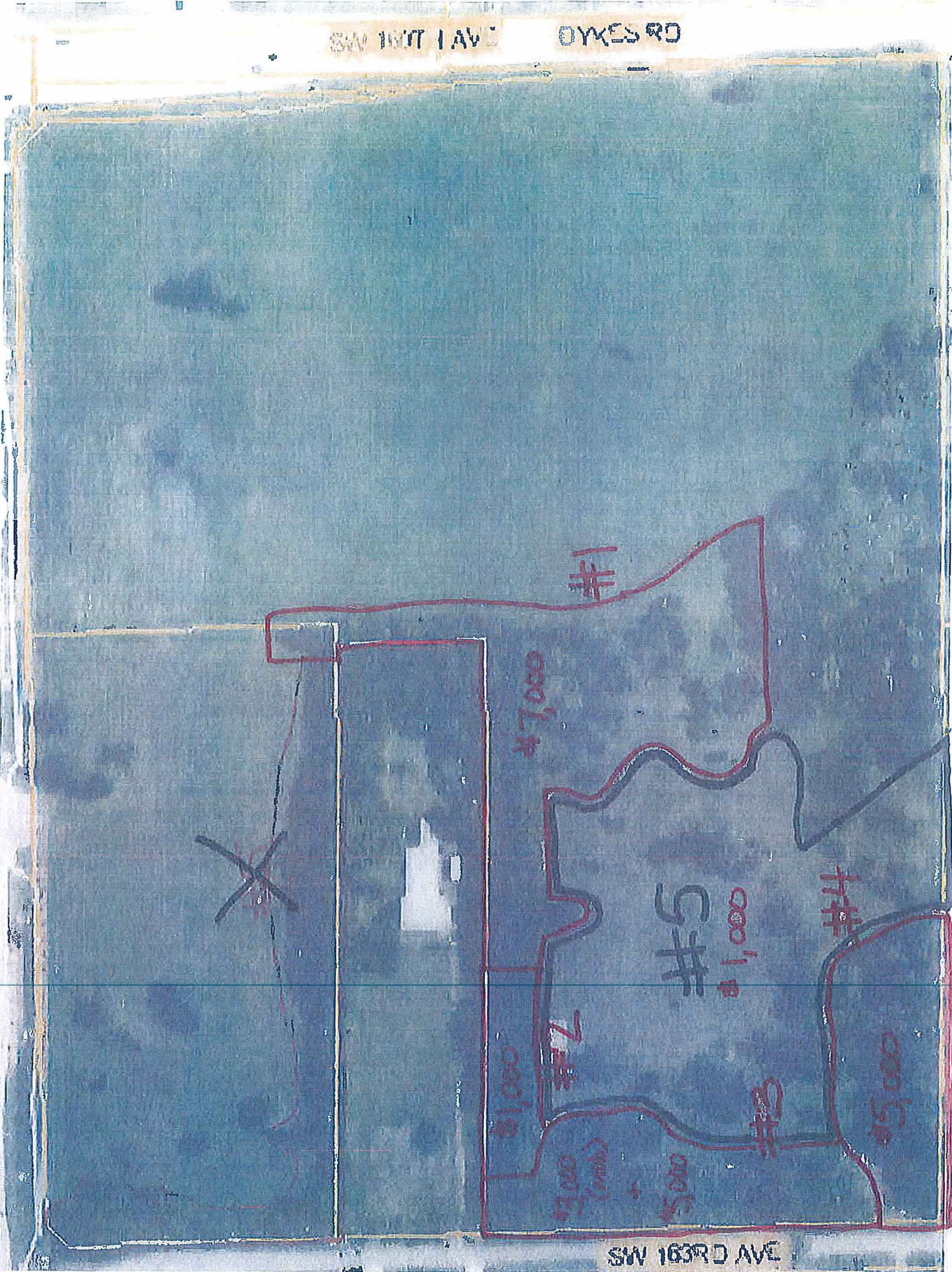
MaryGay Chaples

By MaryGay Chaples, Vice President
Chaples Tractor and Agricultural Services, Inc.

11 day of May 2010

SW 160TH AVE

DYKES RD



SW 163RD AVE