

### **Agreement**

l.	Parties				
	This Agreement, 2016-35, is made this _	day of	20	_ by and	
	between the Town of Miami Lakes ("Town	n"), located at 6601 Ma	in Street, Miami	Lakes, FL	

33014 and Bel Air Maintenance, Inc., located at P.O. Box 266284, Weston, FL 33326.

#### II. Recitals

Whereas the Town desires to enter into an agreement with Bel Air Maintenance, Inc. ("Bel Air") for the purchase of Custodial Services for East Park Youth Center and Pocket Park Playgrounds in an amount not to exceed budgeted funds; and

Whereas Bel Air has agreed to provide said services to the Town in accordance with the City of Weston agreement dated May 21, 2015 awarded in accordance with City of Weston RFP 2015-04 Custodial Services, except to the extent otherwise provided herein; and

Whereas the Town of Miami Lakes, with the Town Manager acting in accordance with Section 7 of the Town's Procurement Code, will enter into an agreement with Bel Air, in accordance with the terms of the referenced City of Weston agreement, which is attached hereto as Exhibit "A" and made a part of this Agreement.

Therefore both parties agree as follows:

#### III. Services

Bel Air shall provide Custodial Services to the Town in accordance with the terms of the above referenced City of Weston contract. All other terms and conditions of said contract, a copy of which is attached hereto as "Exhibit A", are incorporated herein by reference, except to the extent otherwise provided herein.

#### IV. Contract Modifications

The following contract modifications shall be made to the Agreement between the Town and Bel Air from the City of Weston contract:

#### **CONTRACT NUMBER**

The Town of Miami Lakes' Custodial Services for East Park Youth Center and Pocket Park Playgrounds Contract shall be referenced as Contract # 2016-35.

#### **SUBCONTRACTORS**

Contractor shall not subcontract any of the Work to be performed under this Contract.

#### **INVOICES**

Contractor shall provide the Town with an invoice subsequent to completion and acceptance of the Work. At a minimum the invoice must contain the following information:

Name and address of the Contractor



- Contract number
- Purchase Order Number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Description of Work performed, including location(s) where the Work was performed and which department requested the Work
- Prices of Tasks performed
- Extended prices
- Total value of the invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

The Contractor shall be compensated at the prices specified in the Bid Form of the Contract.

#### **INSURANCE**

The Town of Miami Lakes shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.

#### APPLICABLE LAW AND VENUE OF LITIGATION

This contract will be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all terms or conditions the sole venue will be Miami-Dade County, Florida.

#### V. Points of Contact

The points of contact for the Town shall be:

Contract Management: Christina Semeraro, Procurement Manager

(305) 364-6100 ext. 1122 <a href="mailto:semeraroc@miamilakes-fl.gov">semeraroc@miamilakes-fl.gov</a>

<u>Project Manager</u>: Tony Lopez, Chief of Operations (305) 364-6100 ext. 1130 <u>lopezt@miamilakes-fl.gov</u>



sei Air Maintenance, Inc.	I own of Miami Lakes
Chael Lawrence, Presid	lest
Name of Signatory: Chad Lawrence	Alex Rey, Town Manager
	Approved as to legal form and correctness:
	Town Attorney
	Attest:

Gina Inguanzo, Town Clerk



## **CORPORATE RESOLUTION**

WHEREAS, <u>Bel Air Maintenance</u>, <u>Inc.</u> desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the Agreement to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF

DIRECTORS that the	Vice Preside	nt		
	(type ti	itle of officer)		
Jason Lawrence (type name of officer	-)	, is her	eby autho	orized
and instructed to enter into	a contract, in t	he name and on be	half of th	is corporation, with the
Town of Miami Lakes upor	n the terms co	ntained in the pro	posed Ag	reement to which this
resolution is attached.				
DATED this_	14th day of _	July	, 20_	<u>16</u> .
		Chad Lawrence		
		Corporate Secreta	ry	

(Corporate Seal)

6601 Main Street • Miami Lakes, Florida, 33014 Office: (305) 364-6100 • Fax: (305) 558-8511 Website: www.miamilakes-fl.gov

# Bel Air Maintenance, Inc.

P.O. Box 266284

Weston, FL 33326-6284

PH: 954-749-2429 Fax: 954-925-4648

 $Email: \ linda@belair-bam.com$ 

# **Proposal**

Date	Number
7/12/16	3955

Center

Customer:	Service Location/Info:
Town of Miami Lakes 6601 Main Street Miami Lakes, FL 33014	ML Youth Ce

Service Description/Information	Amt
Monthly Custodial Servce @ ML Youth Center: \$2,548.09	
Daily (pm) Janitorial Service Monday-Sunday per Town Of Miami Lakes janitorial specs Price based on City Of Weston RPF 2015-4 Community Center square footage rate, page 83 of 95	1,834.99
Daily (am) Janitorial Service Monday-Sunday.	713.10
Open bathrooms, blow off debris and pick up litter from basketball court, playground, walkways, entrance, exits and grounds surrounding the Youth Center.  Price based on hourly rate, City Of Weston RPF 2015-4 page 85 of 95. (0.6 hours per day)	
rnce based on hourly rate, City Of Weston KFF 2013-4 page 83 of 93. (0.0 hours per day)	
*Thank you for your consideration - Please advise regarding acceptance*	

\*Thank you for your consideration - Please advise regarding acceptance\*

Submitted for your acceptance on behalf of Bel Air Maintenance:

By: Jason Lawrence, Vice Presiden

# Bel Air Maintenance, Inc.

P.O. Box 266284

Weston, FL 33326-6284

PH: 954-749-2429 Fax: 954-925-4648

Email: linda@belair-bam.com

# Customer: Town of Miami Lakes 6601 Main Street Miami Lakes, FL 33014

# **Proposal**

Date	Number
7/12/16	3957

Playgrounds

Service Location/Info:

Service Description/Information	Amt
Custodial Service @ \$1,989.51	
Location: City Playgrounds (Qty: 47) P1, P2 (Loch Lomond), P2 (Lake Patricia), P3 (Loch Lomand), P3 (Lake Patricia), P4, P5, P6, P10, P11, P12, P13, P14, P15, P16, P17, P18, P19, P20, P22, L22, P23, P24, P28, P29, P30, P31, P35, L41, P50, P58, P59, P61, P69, P70, P75, P77, P78, P79, P80, P82, P83, P84, P86, P87, P88, P91.	1,989.51
Custodial services provided as per contractual specifications.	
Note: Piggeyback off City of Weston "City Playground" line item # 20 \$507.90 monthly rate for 12 playgrounds @ \$42.33 per park.	
*Thank you for your consideration - Please advise regarding acceptance*	
Submitted for your acceptance on behalf of Bel Air Maintenance:	
By: Jason Lawrence, Vice President	