



Agreement

I. Parties

This Agreement, 2016-43, is made this ____ day of _____ 20__ by and between the Town of Miami Lakes ("Town"), located at 6601 Main Street, Miami Lakes, FL 33014 and **Ronald M. Gibbons, Inc.**, located at 19821 N.W. 2nd Avenue #392, Miami, FL 33169 .

II. Recitals

Whereas the Town desires to enter into an agreement with Ronald M. Gibbons, Inc. ("RMG") for the purchase of Fencing Services in accordance with pricing stipulated in their bid submittal to the City of Miami Beach, FL for ITB 40-11/12 in an amount not to exceed budgeted funds; and

Whereas RMG has agreed to provide said services to the Town in accordance with the City of Miami Beach agreement dated October 3, 2012 awarded in accordance with City of Miami Beach ITB 40-11/12 Fencing 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 RMG, in accordance with the terms of the referenced City of Miami Beach agreement, which is attached hereto as Exhibit "A" and made a part of this Agreement.

Therefore both parties agree as follows:

III. Services

RMG shall provide Fencing Services to the Town in accordance with the terms of the above referenced City of Miami Beach 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 RMG from the City of Miami Beach contract:

CONTRACT NUMBER

The Town of Miami Lakes' Fencing Services Contract shall be referenced as Contract # 2016-43.

SUBCONTRACTORS

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

INVOICES

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



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 semeraroc@miamilakes-fl.gov

Project Manager: Tony Lopez, Chief of Operations

(305) 364-6100 ext. 1130 lopezt@miamilakes-fl.gov

6601 Main Street • Miami Lakes, Florida, 33014

Office: (305) 364-6100 • Fax: (305) 558-8511

Website: www.miamilakes-fl.gov



CORPORATE RESOLUTION

WHEREAS, Ronald M. Gibbons, Inc. 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 President/Secretary,
(type title of officer)

Ronald M. Gibbons, is hereby authorized
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed Agreement to which this resolution is attached.

DATED this 15 day of July, 2016.



Corporate Secretary



(Corporate Seal)



Ronald M. Gibbons, Inc.


_____, President
Name of Signatory: Ronald M. Gibbons
07/15/2016

Town of Miami Lakes

Alex Rey, Town Manager

Approved as to legal form and correctness:

Town Attorney

Attest:

Gina Inguanzo, Town Clerk

Fence Contractors
(Since 1972)

- WOOD • PVC
 - CHAIN LINK
 - IRON • STEEL PICKET - ALUMINUM
 - ELECTRICAL GATE OPERATORS
 - WALLS
 - CUSTOM
 - RESIDENTIAL & COMMERCIAL • INSTITUTIONAL
- www.ronaldmgibbonsinc.com

PROPOSAL

RONALD M. GIBBONS, INC.

P.O. BOX 693730
MIAMI, FL 33269

Date: (305) 652-5845
Bwd: (954) 920-1210
Fax: (305) 652-9304
Email: rmginc.est@comcast.net

#A-1555829-REV 1

Page No. 1
of 2 Pages

CC # 9356
INSURED

PROPOSAL SUBMITTED TO:		PHONE: 305-558-0382	DATE: July 8, 2016
NAME: Town Of Miami Lakes		JOB NAME: Dog Park fencing	
STREET: 6601 Main Street		STREET: NW 82 Avenue & Palmetto Frontage	
CITY: Miami Lakes		CITY: Miami Lakes	STATE: FL
STATE: Florida 33014		Attn: Daniel Angel	

We hereby submit specifications and estimates for: Materials & installation of a 6' & 4' high green color coated chain link fence system to meet the most stringent FDOT standard City Of Miami Beach term ITB Contract and Town Of Miami Lakes submitted specification.

NOTE: Quote per public bidded & awarded City Of Miami Beach Contract ITB#40-11/12.

- | | |
|---|--------------------|
| A. 1100 LF of 6' high fencing with top rail and bottom tension wire
(Group II, Item#10) x \$14.50..... | \$15,950.00 |
| B. 1100 L.F of 4' high fencing with top rail & bottom tension wire
(Group II, Item#8) x \$11.30..... | \$12,430.00 |
| C. 4 each custom 42" x 4' singles wing self closing and self
latching gates (Item not found) x \$650.00..... | \$ 2,600.00 |
| D. 2 each 12' x 6' double swing vehicular gates
(Group IV, Item#36) x \$338.00..... | \$ 676.00 |
| E. 2 each 6' x 3" OD end posts (group XXI, Item#106) x \$93.00..... | \$ 186.00 |
| F. 6 each 6' x 3" corner posts (Group XXI, Item#106) x \$93.00..... | \$ 558.00 |
| G. 20 each 4' x 3" corner posts (Group XXI Item# 104) x \$55.00..... | \$ 1,100.00 |
| H. All posts to be installed with 10" OD x 30" minimum
concrete footers. | |
| Subtotal..... | \$33,500.00 |

Fence Contractors
(Since 1972)

PROPOSAL

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RONALD M. GIBBONS, INC.

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MIAMI, FL 33269

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Bwd: (954) 920-1210

Fax: (305) 652-9304

Email: rmginc.est@comcast.net

Page No. 2
of 2 Pages

CC # 9356
INSURED

PROPOSAL SUBMITTED TO:		PHONE:	DATE: July 8, 2016
NAME: Town Of Miami Lakes		JOB NAME: Dog Park Fencing	
STREET: 6601 Main Street		STREET:	
CITY: Miami Lakes		CITY:	STATE:
STATE: FL			

We hereby submit specifications and estimates for:

Notes:

1. Cost of obtaining building permit excluded.
2. Quote solely based on items&quantities per this proposal.
3. Demolition excluded(except where noted).
4. Work site must be safe&accessible for workmen, trucks&equipment.

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum of:
Thirty three thousand, five hundred dollars (\$ 33,500.00) with payment to be made as follows:
Net 30 days on completed work.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal subject to acceptance within - 30 - days and is void thereafter at the option of the undersigned.

Authorized Signature

President

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above. In the event of cancellation the purchaser (s) agree to reimburse all cost (s) incurred by Ronald M. Gibbons, INC. and / or a 10% restocking fee.

ACCEPTED:

Signature: _____

Date: _____

Signature: _____

IN THE EVENT COLLECTION BECOMES NECESSARY TO COLLECT ANY BALANCES FROM THIS PURCHASE, THEN ALL CHARGES FOR COLLECTION INCLUDING COLLECTION SERVICE CHARGES, AND COURT COSTS, AND ATTORNEY FEES, AND SERVICE CHARGE AT 10% PER ANNUM (OR THE MAXIMUM ALLOWED BY LAW) WILL BE PAID BY THE PURCHASER.