

RESOLUTION No. 2007-117-624

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THAT CERTAIN CONTRACT WITH ALL DADE GENERAL WATERPROOFING, INC., LOCATED IN HIALEAH, FLORIDA, FOR THE RENOVATION OF THE HUD'S DOLLAR HOME PROPERTY LOCATED AT 1080 N. W. 185TH TERRACE, FOR A CONTRACT SUM OF ONE HUNDRED SIXTEEN THOUSAND ONE HUNDRED SIXTY (\$116,160.00) DOLLARS, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 15, 2007, the City acquired title to the property located at 1080 N. W. 185th Terrace, under HUD's *Dollar Homes* initiative, an initiative intended to foster housing opportunities for low to moderate income families and to address specific community needs, and

WHEREAS, the property is in need of substantial renovation in order to make it habitable and acceptable, and

WHEREAS, specifications were prepared for the renovation of the property and the same were advertised on May 25, 2007, and a broadcast notice was sent to 1,121 vendors of whom 28 vendors requested bid packages, and

WHEREAS, the bids were opened on June 28, 2007, and

WHEREAS, one bid was received from All Dade General Waterproofing, Inc. and the same was evaluated for compliance with specifications and the provider's ability to perform the work, and

WHEREAS, the staff has found the bid compliant with the invitation to bid,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, as follows:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORITY: The City Manager is hereby authorized to negotiate and execute, that certain contract in the amount of One Hundred Sixteen Thousand One Hundred Sixty (116,160.00) Dollars with All Dade General Waterproofing, Inc., located in Hialeah, Florida, for the renovation of HUD's Dollar Home property located at 1080 N. w. 185th Terrace, a copy of which is attached hereto as **Exhibit A**, provided, however, that the City Manager is hereby extended a contingency power, equal to ten (10%) of the contract price, to resolve unanticipated costs.

Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain three (3) fully executed copies of the subject Agreement, with one to be maintained by the City; with one to be delivered to All Dade General Waterproofing, Inc., and with one to be directed to the Office of City Attorney.

Section 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON JULY 25, 2007.

ATTEST:


RONETTA TAYLOR, CMC, CITY CLERK


SHIRLEY GIBSON, MAYOR

Prepared by JAMES C. BRADY, ESQ.
Assistant City Attorney

SPONSORED By DANNY CREW, CITY MANAGER

Resolution No. 2007-117-624

MOVED BY: Councilwoman Pritchett
SECONDED BY: Councilman Braynon

VOTE: 6-0

Mayor Shirley Gibson	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Vice Mayor Barbara Watson	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Councilman Melvin L. Bratton	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Councilman Aaron Campbell	<input type="checkbox"/> (Yes)	<input type="checkbox"/> (No) Out of Country
Councilman André Williams	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Councilwoman Sharon Pritchett	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Councilman Oscar Braynon II	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)

JCB:jl
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City of Miami Gardens

1515-200 NW 167th Street
Miami Gardens, Florida 33169



Mayor Shirley Gibson
Vice Mayor Barbara Watson
Councilman Melvin L. Bratton
Councilman Oscar Braynon II
Councilman Aaron Campbell Jr.
Councilwoman Sharon Pritchett
Councilman André Williams

Agenda Cover Page

Date: **July 25, 2007**

Fiscal Impact: No Yes **X**

(If yes, explain in Staff Summary)

Funding Source: **CDBG**

Contract/P.O. Requirement: Yes **X** No

Sponsor Name/Department:

Danny Crew, City Manager

Public hearing

Ordinance

1st Reading

Advertising requirement:

RFP/RFQ/Bid **#06-07-022**

Quasi-Judicial

Resolution **X**

2nd Reading

Yes **X** No

Title

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THAT CERTAIN CONTRACT WITH ALL DADE GENERAL WATERPROOFING, INC., LOCATED IN HIALEAH, FLORIDA, FOR THE RENOVATION OF THE HUD'S DOLLAR HOME PROPERTY LOCATED AT 1080 N.W. 185TH TERRACE, FOR A CONTRACT SUM OF ONE HUNDRED SIXTEEN THOUSAND ONE HUNDRED SIXTY (\$116,160.00) DOLLARS, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary

On May 15, 2007, the City officially closed on the purchase of the Housing & Urban Development (HUD) House located at 1080 N.W. 185 Terrace. The City was able to acquire this property as part of HUD's *Dollar Homes* initiative which helps local governments foster housing opportunities for low to moderate income families and address specific community needs.

Specifications were prepared by staff for the renovation of the single family residence and advertised on May 25, 2007. A broadcast notice was sent to 1121 vendors. Twenty eight vendors requested bid packages. A mandatory pre-bid site visit was held on June 7, 2007. Fifteen vendors attended. The bids were opened on June 28, 2007. One bid was received from All Dade General Waterproofing, Inc and publicity read. (**Tabulation sheet- Attachment 1**). The bid was evaluated for compliance with the

**J-2) CONSENT AGENDA
RESOLUTION
(HUD HOUSE) ALL DADE GEN.**

specifications and the provider's ability to perform the work. The references were checked by staff and all references were found favorable.

The scope of work will include a complete remodel of the kitchen and bathroom, new flooring, new appliances, interior/exterior painting, and filling of the pool. The rehab work will emphasize Energy Efficiency such as low flow toilets, energy efficient windows, high energy rated insulation, Energy Star appliances, and drought tolerant landscaping. By following these principles this project can serve as a model to showcase methods of energy conservation to the public.

The City of Miami Gardens will use Community Development Block Grant Funds (CDBG) for this work and at the completion of this project the property will be sold to a qualified low- or moderate-income first time homebuyer. The sales price is expected to be approximately \$130k-\$150k.

Recommendation:

We recommend that the City Council approve the attached resolution authorizing the City Manager to negotiate and execute a contract to All Dade General Waterproofing, Inc. located in Hialeah, Florida in the amount of \$116,160.00 for the renovation of the HUD Dollar located at 1080 N.W. 185 Terrace.

EXHIBIT "A" WILL BE PROVIDED AT MEETING

Attachment 1

BID TABULATION
06-07-022 Single Family Residence
Renovation Project

ITB#

All Dade General
Waterproofing Inc.

A	Exterior Completion	\$ 45,960.00	
B	Interior Completion	\$ 30,720.00	
C	Mechanical Completion	\$ 14,880.00	
D	Electrical Completion	\$ 13,800.00	
E	Plumbing Completion	\$ 8,700.00	
F	Roofing Completion	\$ 2,100.00	
	Total Groups A thru F	\$ 116,160.00	

CITY OF MIAMI GARDENS CONSTRUCTION CONTRACT

THIS CONTRACT made as of this 20th day of August, 2007, by and between ALL DADE GENERAL WATERPROOFING, INC., a Florida corporation, hereinafter referred to as the CONTRACTOR, and the CITY OF MIAMI GARDENS, FLORIDA a Florida municipal corporation, hereinafter referred to as the CITY.

WITNESSETH, that whereas, the CITY has awarded to the CONTRACTOR the work of performing certain construction:

NOW, THEREFORE, the CONTRACTOR and the CITY, for consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

1.1 The CONTRACTOR hereby agrees to furnish all of the materials, tools, equipment, labor, services, incidentals and everything necessary to perform; and shall perform, all of the work in accordance with the Contract Documents and the terms of this Contract.

ARTICLE 2. CONTRACT DOCUMENTS

2.1 The Contract Documents comprise the entire Contract between CITY and CONTRACTOR and consist of the following:

- (1) This Contract
- (2) Invitation to Bid, Specifications including but not limited to: General Conditions; Technical Specifications; Plans/Drawings Entirety; prepared by the CITY attached hereto as Exhibit "1", and incorporated by reference
- (3) CONTRACTOR'S bid dated June 27, 2007, attached hereto as Exhibit "2", and incorporated by reference
- (4) All bonds and insurance certificates, attached hereto as Exhibit "3", and incorporated by reference.

Any amendments executed by the CITY and the CONTRACTOR shall become part of this Contract.

ARTICLE 3. CONTRACT TIME

3.1 CONTRACTOR has been issued a Notice of Award by the CITY. CONTRACTOR shall commence scheduling activities, permit applications within five (5) calendar days after receipt of the executed contract. The Notice to Proceed will not be issued until CONTRACTOR'S submission to CITY of all required documents (including but not limited to: Performance and Payment Bonds, Insurance Certificates) and after execution of the Contract by both parties.

3.1 The receipt of all necessary permits by CONTRACTOR and acceptance of the full construction schedule in accordance with general terms and conditions section, submittal schedule and schedule of values is a condition precedent to the issuance of the Notice to Proceed to mobilize on the Project site and commence with physical construction of work. The CONTRACTOR shall submit all necessary documents required by this provision within **fifteen** (15) calendar days of the issuance of Notice of Award.

3.2 Construction work must begin within ten (10) calendar days from Notice to Proceed or the date fixed in the Notice to Proceed and shall be carried on at a rate to insure its substantially completed within one-hundred and twenty (120) calendar days from the issuance of the Notice to Proceed, and completed and ready for final payment in accordance with Article 6 within ten (10) days from the date certified by CITY as the date of Substantial Completion.

3.3 NOT APPLICABLE

3.4 NOT APPLICABLE

3.5 NOT APPLICABLE

ARTICLE 4. COMPENSATION

4.1 CITY shall pay CONTRACTOR for the all material, services, labor and performance including overhead and profit, associated with completion of all the work in full conformity with the requirements as stated or shown in the Contract Documents, the sum of one hundred and sixteen thousand one hundred and sixty Dollars (\$116,160.00) as full compensation.

ARTICLE 5. PROGRESS PAYMENTS

5.1 CONTRACTOR may make Application for Payment for work completed during the Project at intervals of not more than once a month. However, the CITY shall not pay more than ninety percent (90%) of the total Contract price as progress payments. The Contractor's application shall show a complete breakdown of the Project components as dictated by the City, including an updated Schedule of Values showing the quantities completed and the amount requested, together with such supporting evidence as may be required by the City. CONTRACTOR shall submit with each Application for Payment, an updated progress schedule acceptable to the CITY as required by the General Conditions and a release of liens relative to the work which is the subject of the Application. Each Application for Payment shall be submitted in triplicate to the CITY for approval. The CITY shall make payment to the CONTRACTOR within thirty (30) days after approval by the CITY of CONTRACTOR'S Application for Payment and submission of an acceptable updated progress schedule.

(1) Ten percent (10%) of all monies earned by the CONTRACTOR shall be retained by the CITY until Final Completion and acceptance by the CITY in accordance with the terms and conditions stipulated in the contract documents.

(2) The CITY may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- a) Defective work not remedied.
- b) Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONTRACTOR.
- c) Failure of CONTRACTOR to make payments properly to Subcontractors or for material or labor.
- d) Damage to another CONTRACTOR not remedied.
- e) Costs incurred by the CITY for extended construction administration.

When the above grounds are removed or resolved or CONTRACTOR provides a surety bond or a consent of Surety, satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

ARTICLE 6. ACCEPTANCE AND FINAL PAYMENT

6.1 Upon receipt of written notice from CONTRACTOR that the work is complete and ready for final inspection and acceptance, CITY shall, within ten (10) calendar days, make an inspection thereof. If CITY finds the work acceptable, the requisite documents have been submitted, the requirements of the Contract Documents fully satisfied, and all conditions of the permits and regulatory agencies have been met, the CITY'S Representative will submit a statement stating such to the CITY Manager.

6.2 Before the Final Payment, CONTRACTOR shall deliver to CITY a complete waiver of lien(s) or release of all lien(s), as applicable, arising out of this Contract, or receipts in full for all work; and an Affidavit certifying that all suppliers and subcontractors have been paid in full, and that all other indebtedness connected with the Work has been paid.

6.3 The CITY may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- (1) Defective work not remedied.
- (2) Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONTRACTOR.
- (3) Failure of CONTRACTOR to make payments properly to Subcontractors or for material or labor.
- (4) Damage to another CONTRACTOR not remedied.
- (5) Costs incurred by City for extended construction administration.

6.4 When the above grounds are removed or resolved satisfactorily to the CITY, payment may be made.

6.5 Final payment constituting the entire unpaid balance of the Contract sum shall be paid by CITY to the CONTRACTOR within thirty (30) days after completion of all work, Contract fully performed and a final certificate for payment has been issued by the CITY'S representative.

ARTICLE 7. MISCELLANEOUS

7.1 This Contract is part of, and incorporated in, the Contract Documents as defined herein. Accordingly, all of the documents incorporated by the Contract Documents shall govern this Project.

7.2 Where there is a conflict between any provision set forth within the Contract Documents and a more stringent state or federal provision which is applicable to this Project, the more stringent state or federal provision shall prevail.

7.3 Independent Contractor: CONTRACTOR is an independent contractor under this Contract. Services provided by CONTRACTOR pursuant to this Contract shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of the CITY. This Contract shall not constitute or make the parties a partnership or joint venture.

7.4 Qualifications: CONTRACTOR, and the individual executing this Contract on behalf of the CONTRACTOR, warrants to the CITY that the CONTRACTOR is a Florida (corporation sole proprietorship, etc.) in good standing, and that the CONTRACTOR has all the required licenses and certifications of competency required by the State of Florida and the County of Miami-Dade to perform the work herein described. CONTRACTOR shall insure that all subcontractors has all required licenses and certifications of competency required by the State of Florida and the County of Miami-Dade to perform the work herein described.

7.5 Entire Contract – Modification: No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Contract, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Contract contains the entire understanding and Contract of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Contract is executed. If any term in the CONTRACTOR'S proposal appears to be in direct or apparent conflict with the Contract, then the terms of the Contract shall prevail.

7.6 Third Party Beneficiaries: Neither CONTRACTOR nor CITY intend to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract.

7.7 Notices: All notices required in this Contract shall be sent by certified mail, return receipt requested and if sent to the CITY shall be mailed to:

City of Miami Gardens
Attn: City Manager
1515 NW 167th Street, Suite 200
Miami Gardens, FL 33169

With a Copy to: City Attorney
C/O City of Miami Gardens
1515 NW 167th Street, Suite 200
Miami Gardens, FL 33169

And if sent to the CONTRACTOR shall be mailed to:

Name: All Dade General Waterproofing, Inc.
Address: 830 E. 9th Place
Address:
City, State & Zip: Hialeah, Florida 33010
Contact Person: Alberto Cruz

Fed. ID#
Telephone #: 305-558-4774
Fax #: 305-633-4490
Title: President

7.8 Assignment and Performance: Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, CONTRACTOR shall not subcontract any portion of the work required by this Contract except as authorized by Section 27 of the General Conditions. CONTRACTOR represents that all persons delivering the services required by this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Work and to provide and perform such services to CITY'S satisfaction for the agreed compensation.

CONTRACTOR shall perform its duties, obligations, and services under this Contract in a skillful and respectable manner. The quality of CONTRACTOR'S performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

7.9 Materiality and Waiver of Breach: CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth in these Contract Documents is substantial and important to the formation of this Contract and, therefore, is a material term hereof.

CITY'S failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

7.10 Severance: In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

7.11 Applicable Law and Venue: This Contract shall 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 of the terms or conditions herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. **By entering into this Contract, CONTRACTOR and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of the Project. CONTRACTOR shall specifically bind all subcontractors to the provisions of this Contract.**

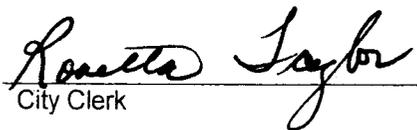
7.12 Enforcement Costs: If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, expenses and court costs, including appellate fees incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

7.13 Amendments: No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the CITY and CONTRACTOR.

6.14 Prior Contracts: This document incorporates and includes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, Contracts or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Contracts, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 6.11 above.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

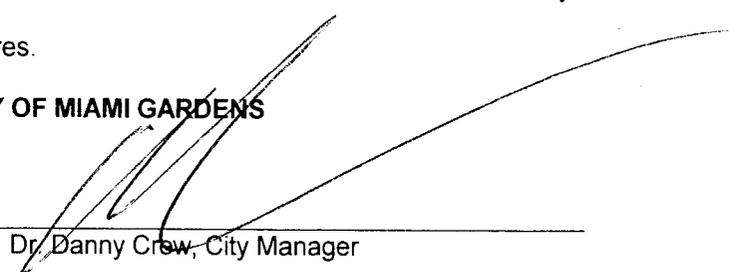
ATTEST:



City Clerk

CITY OF MIAMI GARDENS

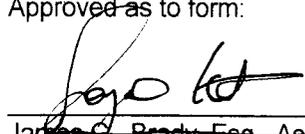
By



Dr. Danny Crew, City Manager

Dated

Approved as to form:



James G. Brady, Esq., Assistant City Attorney


Sergio Dutera, C.A.

WITNESSES:

CONTRACTOR

By Albert C. C...
President All Dade General.

Dated: 8-20-07

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