

RESOLUTION NO. 07- 590

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE PROPOSAL/CONTRACT FROM A PERFECT SEAL ROOFING, INC. FOR THE REPAIR OF ROOFING FOR THE CLUBHOUSE AT MIAMI LAKES PARK; WAIVING THE TOWN'S PROCUREMENT PROCEDURES; AUTHORIZING TOWN OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PROPOSAL/CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the "Town") has determined that there is a need to refurbish the roof of the clubhouse in Miami Lakes Park; and

WHEREAS, the Town requested quotes from four (4) roofing contractors and all four (4) responded with their quotations for the work; and

WHEREAS, of the four (4) responding vendors the Town Manager finds that the Proposal/Contract from A Perfect Seal Roofing, Inc. ("Vendor") has offered the best and lowest overall pricing terms; and

WHEREAS, the Town Council determines that waiver of Section G(1) of the Town's Purchasing Procedures Ordinance for impracticality is appropriate for the approval of this Vendor for the purchase of roofing services and authorizes the Town Manager to enter into an Agreement with the Vendor for the roofing services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing Recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of Vendor/Waiver of Purchasing Procedures. After a finding of impracticality, the Town Council determines pursuant to Section G(1) of the Town's Purchasing Procedures Ordinance, to waive the purchasing procedures to accept the Proposal/Contract from A Perfect Seal Roofing, Inc., dated November 2, 2007, a copy of which is attached as Exhibit "A".

Section 3. Authorization of Town Officials. The Town Manager and Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Agreement.

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

Section 5. Execution of Purchase Order. The Town Manager is authorized to execute an Agreement in accordance with the terms and conditions of the Proposal/Contract on behalf of the Town, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to review and approval by the Town Attorney.

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

PASSED AND ADOPTED this 13 day of November, 2007.

Motion to adopt by Mary Collins, second by Michael Pizzi.

FINAL VOTE AT ADOPTION

Mayor Wayne Slaton	<u>yes</u>
Vice Mayor Nancy Simon	<u>yes</u>
Councilmember Roberto Alonso	<u>yes</u>
Councilmember Mary Collins	<u>yes</u>
Councilmember Robert Meador	<u>yes</u>
Councilmember Michael Pizzi	<u>yes</u>
Councilmember Richard Pulido	<u>yes</u>

Wayne Slaton
Wayne Slaton
MAYOR

ATTEST:

Debra Eastman
Debra Eastman, MMC
TOWN CLERK

Approved as to form and legality for the use
and benefit of the Town of Miami Lakes only:

Michael J. Weiss
Weiss, Serota, Helfman, Pastoriza,
Cole & Boniske, P.L.
TOWN ATTORNEY



COMMERCIAL & RESIDENTIAL ROOFING
CCCH326433
PHONE NO.: (305) 477-1534 & FAX NO.: (305) 477-1576
7905 NW 66th ST MIAMI FL 33146

EXHIBIT A

PROPOSAL/CONTRACT

DATE: November 2, 2007

TO: TOWN OF MIAMI LAKES

JOB LOCATION: 15700 NW 67 AVE MIAMI FL 33014

We hereby submit specifications and estimates for: New Tile Roof System

- Remove existing roof down to the wood deck.
- When rotted plywood exceeds 96 square feet (3 pieces plywood 5/8") additional wood will be charged at \$2.75 per linear foot. If fascia boards exceeds 20 linear feet. Additional fascia boards will be charged at \$3.50 per linear foot. Prices include labor and materials.
- Re-nail wood deck with #D (2.5") Ring Shank coil nails.
- Furnish and install one ply of 30# ASTM felt paper with 1.25 R/S coil nails with tin caps Miami Dade County approved.
- Furnish and install new 3X3 26 gage galvanized eave drip, along the entire roof edge.
- Furnish and install new lead flashings and roof vents wherever necessary.
- Remove all turbines and replace with 10" GRV Vents.
- Furnish and install new 16" 26 gage valley metal on all the valleys and 4X3 flashing metal wherever necessary.
- Furnish and install one ply of 90# ASTM tile underlayment adhered with approved mopping asphalt applied within the EVT range of 20-40 lbs/sq.
- Furnish and install Eagle 13" Flat Bel Air Terracotta concrete roof tiles, set in Polyfoam polyurethane foam adhesive.
- Haul away all roof debris, leaving premises in clean condition.
- Contract price includes roofing permit and inspections.

We hereby submit specifications for: New Built-Up (BUR) Roof System over Wood Decks

- Remove existing roof down to roof deck.
- Re-nail wood deck with #D (2.5") Ring Shank coil nails.
- Furnish and install one ply of GAFGLAS #75 Base sheet applied with 1.25" R/S coil nails with tin caps.
- Furnish and install new 3X3 26 gage galvanized eave drip, along the entire roof edge.
- Furnish and install new lead flashings.
- Furnish and install two plies of GAFGLASS PLY 4 adhered in full mopping of approved asphalt applied within the EVT range of 20-40 lbs/sq.
- Furnish and install one ply of GAFGLAS Mineral Surfaced Cap Sheet adhered in full mopping of approved asphalt applied within the EVT range of 20-40 lbs/sq.
- Haul away all roof debris, leaving premises in clean condition.
- Contract price includes roofing permit and inspections.

THIS PROPOSAL/CONTRACT PRICE INCLUDES THE NEW CHANGES ADOPTED BY THE "SOUTH FLORIDA BUILDING CODE" OR (SIBC) ON OCTOBER 1, 2007.

New Roof System is guaranteed for 7 years, from date of completion on workmanship.

We propose hereby to furnish materials and labor complete in accordance with the above specification, for the sum of Total \$26,200.00
Payment to be made as follows: 35% at commencement (1st day of work), 50% at time of installation; and 15% upon final inspection approved.

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within 20 days.

Signature _____

Date of Acceptance _____

SEE TERMS AND CONDITIONS OF CONTRACT BEHIND.

TERMS & CONDITIONS OF CONTRACT

1. ALL WORKMANSHIP AND MATERIALS SHALL BE GUARANTEED AGAINST FOR A PERIOD OF 7 YEARS FROM THE COMPLETION DATE OF WORK. THIS GUARANTEE DOES NOT APPLY IN THE EVENT OF FIRE, TERMITES, WINDSTORM OR DAMAGE CAUSED BY ACTS OF GOD. THIS WARRANTY DOES NOT APPLY TO LEAKAGE CAUSED BY: FOOTWEAR, IMPROPER BUILDING OR ROOF DECK CONSTRUCTION, IMPROPER ROOF OR BUILDING DESIGN, NOR PUNCTURE OR PENETRATION OF THE ROOF'S INTEGRITY FOR THE INSTALLATION OF GUTTERS, AIR CONDITIONING UNITS, SATELLITES, SOLAR SYSTEMS, FIXTURES, SIGNS, HATCHWAY, PIPES, OR OTHER STRUCTURES, SUPPORTS OR BRACES, UNLESS INSTALL AS PART OF THE CONTRACT BY A PERFECT SEAL ROOFING.
2. NO GUARRANTIES SHALL APPLY UNTIL THE CONTRACT IS PAID IN FULL. IN THE EVENT THAT THERE IS A LAPSE OF TIME BETWEEN COMPLETION OF THE WORK AND FINAL PAYMENT, THE GUARANTEE WHEN ISSUED SHALL BE DATED AS OF THE DATE OF THE WORK WAS COMPLETED.
3. ANY LEGAL EXPENSES INCURRED BY A PERFECT SEAL ROOFING FOR THE COLLECTION OF THE CONTRACT PRICE OR ANY INSTALLMENTS DUE THERE UNDER SHALL BE PAID BY THE OWNER.
4. A PERFECT SEAL ROOFING SHALL BE RELIEVED OF ANY LIABILITY FOR ANY DAMAGES DONE TO ANY FLASTER DUE TO RE-ROOFING OR REMOVING LUMBER OR ANY OTHER DEFECTS IN THE CEILINGS, WALLS, SIDEWALKS, DRIVEWAYS, SEPTIC TANKS, SHRUBBERY, PATIOS, SOLAR HEATERS, FURNITURE, OR OTHER PERSONAL PROPERTY.
5. ALL NOTICES FOR GUARANTEE WORK SHALL BE MADE UPON A PERFECT SEAL ROOFING IN WRITING, BY CERTIFIED MAIL; A PERFECT SEAL ROOFING SHALL UNDERTAKE ANY GUARANTEE REPAIRS WITHIN A REASONABLE TIME AFTER WRITTEN NOTICE. ANY WORK DONE OR ATTEMPTED TO BE DONE ON THE ROOF OTHER THAN A PERFECT SEAL ROOFING SHALL VOID THE GUARANTEE.
6. A PERFECT SEAL ROOFING SHALL BE RELIEVED OF ITS OBLIGATIONS TO TIMELY PERFORM THIS CONTRACT IN THE EVENT MATERIAL SHORTAGES, LABOR DISPUTES OR STRIKES BEYOND A PERFECT SEALS CONTROL.
7. A PERFECT SEAL ROOFING RESERVES THE RIGHT TO CEASE PERFORMING UNDER THIS CONTRACT IN THE EVENT THAT THE OWNER FAILS TO MAKE ANY INSTALLMENT PAYMENTS WITHIN 5 DAYS OF ITS DUE DATE.
8. IN THE EVENT OF ASBESTOS TYPE MATERIAL ARE FOUND DURING THE REMOVAL OF THE ROOF, A PERFECT SEAL ROOFING IS RELIEVED OF ANY LIABILITY OR EXPENSE AND FEES ASSOCIATED BY ACQUIRING A CERTIFIED ASBESTOS ABATEMENT FIRM FOR THE REMOVAL OF ANY ASBESTOS MATERIALS FOUND.
9. GUARANTEE IS NOT TRANSFERABLE.
10. A PERFECT SEAL ROOFING, IS NOT RESPONSIBLE FOR GAS VENT SYSTEMS. THIS IS THE RESPONSIBILITY OF THE PROPERTY OWNER.
11. ALL PAYMENTS DUE UNDER THIS CONTRACT UNLESS TIMELY MADE SHALL BEAR INTEREST AT THE MAXIMUM LEAGAL RATE.
12. IF UPON REMOVAL OF EXISITING ROOF A DEFECT IS FOUND IN THE STRUCTURE OR DECKING BY AN INSPECTOR OR OTHERS, A PERFECT SEAL ROOFING IS NOT RESPONSIBLE FOR THESE TYPES OF HIDDEN CONDITIONS. THE OWNER WILL INCUR ANY AND ALL COSTS ASSOCIATED WITH ITS REPAIR, OR THE CONTRACTING OF A CONTRACTOR FOR STRUCTUAL REPAIRS.
13. THERE IS NO REPRESENTATION EITHER ORAL OR WRITTEN THAN THOSE SET FORTH ON THIS CONTRACT.

Acceptance of Proposal/Contract-The above prices, specifications and conditions. Are satisfactory and are hereby accepted. You are authorized to do work as specified. Payments will be made as outlined in the front.

Signature _____

Date of Acceptance _____

Signature _____

Date of Acceptance _____