

**CITY OF NORTH MIAMI
NON-EXCLUSIVE
PROFESSIONAL SERVICES AGREEMENT
(ITQ No: 40-11-12)**

THIS NON-EXCLUSIVE PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this 10th day of October, 2012, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 N.E. 125th Street, North Miami, FL 33161 ("City"), and **Roof Painting by Hartzell, Inc.**, a for-profit corporation organized and existing under the laws of the State of Florida, having its principal office at 2301 NW 33 Court, Suite 112, Pompano Beach, FL 33069 ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties".

RECITALS

WHEREAS, on June 19, 2012, the City issued *Invitation to Quote No. 40-11-12 Waterproofing & Painting Services, Police Department* ("ITQ"), to establish a contract with an insured and licensed service provider for waterproofing and painting services applied to the exterior surface of the City's Police Department building ("Services"), in accordance with the terms, conditions, and specifications contained in the ITQ; and

WHEREAS, Contractor submitted its proposal in response to the ITQ ("Proposal"), which was subsequently evaluated by City administration as having those qualifications and pricing most advantageous to the City; and

WHEREAS, the Contractor has expressed the capability, willingness and expertise to perform the Services pursuant to the ITQ; and

WHEREAS, the City Manager has determined that it is in the best interest of the City to enter into this Agreement with Contractor for the provision of Services, in accordance with the requirements of the ITQ.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The following documents are incorporated into and made part of this Agreement (collectively referred to as the "Contract Documents"):

2.1.1 City of North Miami *Invitation to Quote No. 40-11-12, Waterproofing & Painting Services, Police Department*, attached hereto as "Exhibit A";

- 2.1.2 Contractor's Proposal in response to the ITQ, attached hereto as "Exhibit B";
- 2.1.3 Contractor's Certificate of Insurance, attached hereto as "Exhibit C";
- 2.1.4 Any additional documents which are required to be submitted by Contractor pursuant to Contract Documents.

2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

- 2.2.1 Specific written direction from the City Manager or City Manager's designee.
- 2.2.2 This Agreement.
- 2.2.3 The ITQ.

2.3 The Parties agree that Contractor is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error found in the ITQ prior to Contractor submitting its Bid or the right to clarify same shall be waived.

ARTICLE 3 – TIME FOR PERFORMANCE

3.1 Subject to authorized adjustments, the Time for Performance shall be thirty (30) days from the date the Notice to Proceed is issued by the City. The Contractor agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will reasonably ensure full completion within the agreed time for performance. Failure to achieve timely final completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law. This Agreement shall remain in full force and effect until the completion of Services by the Contractor and the acceptance of Services by the City.

3.2 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform Services or any portion thereof, the City may request that the Contractor, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Contractor's ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

ARTICLE 4 - COMPENSATION

4.1 The Contractor shall be paid an amount not to exceed Twenty Six Thousand Eight Hundred Eighty and no/100 Dollars (\$26,880.00) as full compensation for the provision of Services. Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon five (5) days written notice to Contractor.

ARTICLE 5 – SCOPE OF SERVICES

5.1 Contractor shall provide all required labor, supervision, materials, equipment, tools, transportation, services and expertise necessary for the completion of Services, under the terms,

conditions and specifications contained in the Contract Documents. Contractor shall perform Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required in the provision of Services, including but not limited to full qualification and good standing to do business in Florida with personnel fully licensed, as may be required by law; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner as described in the Contract Documents for the budgeted amounts, rates and schedules; and (v) the person executing this Agreement on behalf of Contractor is duly authorized to execute same and fully bind Contractor as a party to this Agreement.

5.3 Contractor agrees and understands that: (i) any and all Subcontractors used by Contractor shall be paid by Contractor and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of Subcontractors for any of the work related to this Agreement shall be borne solely by Contractor.

5.4 During performance of the Services, Contractor shall cause a minimum of inconvenience to the public and to local business activities and shall ensure that the public roadways and any improvements or appurtenants in the vicinity of a work site, remain open to the public whenever and wherever possible.

5.5 Contractor shall at all times, during the performance of Services, keep the work site free and clear of all rubbish and debris. Any material or waste generated by Contractor or its employees, agents and Subcontractors shall be removed and disposed of by the Contractor at its expense, to the satisfaction of the City.

5.6 In the event Contractor fails to remove all rubbish, debris, materials and waste from the work site, the City may employ labor and equipment necessary to clear the site and charge Contractor for the City's cost incurred cleaning the site.

5.7 Contractor shall restore in an acceptable manner or replace all property, both public and private, which has been displaced or damaged by the Contractor during the performance of Services. Contractor shall leave the work site unobstructed and in a neat and presentable condition. The term "property" shall include, but is not limited to, roads, sidewalks, curbs, driveways, walls, fences, landscaping, awnings, utilities, footings and drainage structures.

5.8 Contractor shall maintain suitable and sufficient guards, barriers, cones and lighting for the prevention of accidents. The Contractor shall comply with all applicable minimum safety standards required by local, county, state and federal regulations.

ARTICLE 6 – INDEPENDENT CONTRACTOR

6.1 Contractor and its employees and agents shall be deemed to be independent contractors and not City agents or employees. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida workers' compensation benefits available to employees of the City are not available to Contractor, and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the City under this Agreement.

ARTICLE 7 – DEFAULT

7.1 If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Contractor fails to cure a default within ten (10) business days after receiving notice of default. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

ARTICLE 8 – CITY'S TERMINATION RIGHTS

8.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, without cause, upon ten (10) days written notice to Contractor. In such event, the City shall pay Consultant compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Consultant for any additional amounts, including but not limited to, anticipated profits, or consequential or incidental damages.

ARTICLE 9 – CONFLICTS OF INTEREST

9.1 Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

9.2 Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly, with contractors or vendors providing professional Services on projects assigned to the Contractor, except as fully disclosed and approved by the City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 10 – NOTICE

10.1 All notices, demands, correspondence and communications between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

To Contractor: Roof Painting by Hartzell, Inc.
 Attn: Harold J. Layne, Jr.
 2301 NW 33 Court, Suite 112
 Pompano Beach, FL 33069

Telephone: (954) 658-0502
Fax: (954) 957-9766

To City: City Manager
City of North Miami
776 N.E. 125th Street
North Miami, Florida 33161

With a copy to: City Attorney
City of North Miami
776 N.E. 125th Street
North Miami, Florida 33161

10.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

10.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice. Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 11 – PUBLIC RECORDS

11.1 Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

ARTICLE 12 – INSURANCE

12.1 Prior to the execution of this Agreement, the Contractor shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the City is an additional named insured. Contractor shall not commence work under this Agreement until after Contractor has obtained all of the minimum insurance described in the ITQ and the policies of such insurance detailing the provisions of coverage have been received and approved by the City. Contractor shall not permit any Subcontractor to begin work until after similar minimum insurance to cover Subcontractor has been obtained and approved.

12.2 All insurance policies required of the Contractor shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed managers upon whom service of process may be made in Miami-Dade County, Florida.

ARTICLE 13 – INDEMNIFICATION

13.1 Contractor shall defend, indemnify and hold harmless the City, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to

reasonable attorney's fees, caused by the negligent acts or omissions of the Contractor, its officers, directors, agents, partners, subcontractors, employees, and managers in the performance of this Agreement.

13.2 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 14 - FORCE MAJEURE

14.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event. The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

ARTICLE 15 - MISCELLANEOUS PROVISIONS

15.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

15.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

15.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

15.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

15.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

15.6 The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

15.7 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

15.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

15.9 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

15.10 The professional Services to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

15.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

15.12 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

15.13 All other terms, conditions and requirements contained in the Contract Documents, which have not been modified by this Agreement, shall remain in full force and effect.

15.14 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary or Witness:

By: _____

Print Name: _____

Date: _____

Roof Painting by Hartzell, Inc., a Florida for-profit corporation:

“Contractor”:

By: Hal Layne

Print Name: HAL LAYNE

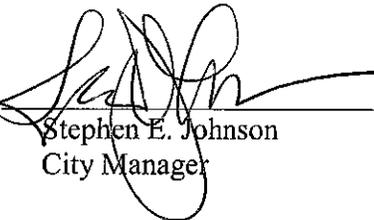
Date: 10-9-2012

ATTEST:

By: 

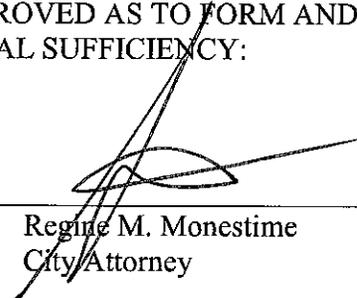
Michael A. Etienne
City Clerk

City of North Miami, a Florida municipal corporation: “City”

By: 

Stephen E. Johnson
City Manager *rg*

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: 

Regine M. Monestime
City Attorney



INVITATION TO QUOTE

City of North Miami
 Purchasing Department
 776 NE 125th Street
 North Miami, Florida 33161

**THIS IS NOT
 AN ORDER**

QUOTATION NO.: 40-11-12 (Revised 7/9/12)

Mandatory Site Inspection
 July 9, 2012 at 9:00 AM

**WATERPROOFING & PAINTING SERVICES,
 POLICE DEPARTMENT**

EMAIL/FAX QUOTATIONS DUE DATE: Tuesday, July 17th, 2012 TIME: 3:00 PM

CONTACT PERSON: Tiffany Nunn, CPPB PHONE: (305) 895-9886 FAX: (305) 891-1015
 e-mail: tnunn@northmiamifl.gov

NOTES:

1. *Failure to complete and sign this form renders your bid/quotation non-responsive and ineligible for award*
2. *To ensure that your offer is considered it must be received in City of North Miami Purchasing Department no later than 3:00 P.M. on July 17, 2012. Offers received after this time will not be considered.*

ITEM	DESCRIPTION	TOTAL OFFER
1.	WATERPROOFING AND PAINTING SERVICES OF EXTERIOR STRUCTURE OF NORTH MIAMI POLICE FACILITY AS SPECIFIED HEREIN. PAINT MANUFACTURER SHALL BE SHERWIN WILLIAMS	\$ _____

Unit price shall be provided for the below option. Option pricing is not considered in the evaluation of the invitation to quote. The City reserves the right to utilize the option or not.

OPTION: Perimeter Parking Wall (Around Employee Parking) both sides and top. Pressure clean and paint.	\$ _____
--	----------

Method of Award: Award will be made to the lowest bidder whose proposal is in the best interest of the City.

Estimated schedule down time to: _____ days

Was Visual Inspection made, per Term & Condition #4? YES _____

Addenda Received: Yes No If yes, please indicate the number of addenda received: _____

It is hereby certified and affirmed that the bidder shall accept any awards made as a result of this quotation. Bidder further agrees that prices quoted will remain fixed for a period of sixty (60) days from date quotation is due.

Authorized Signature: _____ Title: _____

Print/Type Name: _____ Phone: _____

E-mail: _____ Fax: _____

Firm Name: _____ F.E.I. ID No.: _____

Address: _____ City: _____ State: _____

TERMS & CONDITIONS
QUOTATION NO.: 40-11-12
WATERPROOFING & PAINTING SERVICES, POLICE DEPARTMENT

1. METHOD OF AWARD

The method of award shall be made to the lowest responsive and responsible vendor.

2. METHOD OF ORDERING (PURCHASE ORDER)

Service shall be ordered via individual purchase order. Invoices shall reflect the purchase order number.

3. POST AWARD MEETING

Within three (3) days after receipt of notification of award, successful Contractor shall meet with the Facilities Manager to discuss the job procedures and scheduling.

The successful Contractor shall contact Hoyt Jackson to arrange meeting. Further details of contract information shall be provided in the notice to proceed letter.

4. INSPECTION OF FACILITIES (MANDATORY)

Vendors must visually inspect the facility at the site where services are to be performed. All bidders are required to attend this site inspection which will be held at North Miami Police Department lobby, 700 NE 124 Street North Miami FL 33161, on July 9, 2012 commencing at 9 A.M. **FAILURE TO VISUALLY INSPECT THE FACILITY SHALL RESULT IN DISQUALIFICATION OF QUOTE.** Bidders are advised to make a thorough inspection not the extent of work. After the bid has been awarded, no extra charge or compensation will be allowed unless by reason of unforeseeable causes beyond his control and without fault or negligence, including, but not restricted to Acts of God. Said change must be approved, in writing by the Director of Purchasing. Vendors are reminded that statements and information provided at this meeting/inspection are not binding unless issued in writing from the Purchasing Agent.

5. QUALIFICATIONS

Vendors responding to this Invitation to Quote shall provide: (A) Brief description of company, including but not limited to, how long company has been in business, any contracts similar in nature for painting services. (B) A minimum of two (2) references, including contact names, addresses, telephone numbers and dates of service. Contact person must be someone who has personal knowledge of the bidder's performance for the specific requirements listed. Contact person must have been informed that they are being used as a reference and that the City of North Miami maybe calling them. (C) Proof of State of Florida occupational license (CC and RC roofing contractor, CG and RG general contractor, and/or CB and RB building contractor).

6. TURNKEY

The successful Contractor shall provide for a "turnkey" system. The omission of any essential detail from these specifications does not relieve the supplier from furnishing a complete and functioning system. This includes, but shall not be limited to, all labor, travel, parts, related materials, installation, and support minimally equal to the warranty term. No additional compensation shall be allowed beyond the price provided on the response page of this invitation to quote.

SCOPE OF WORK
QUOTATION NO.: 40-11-12
WATERPROOFING & PAINTING SERVICES, POLICE DEPARTMENT

1.0 GENERAL

The sole purpose and intent is for the successful contractor to provide surface preparation, surface repairs, caulking, sealant, patching and application of paint coating to the substrates and systems as specified herein. All surfaces (except those specifically noted otherwise) shall be painted or finished for a thoroughly complete job.

The painting services are needed at the following location North Miami Police Department, 700 NE 124 Street North Miami FL 33161

ITEMS/AREAS TO BE INCLUDED:

- Exterior stucco surfaces of the Police Facility Building, including but not limited to the parking lot, generator, and trash bin walls
- Exterior lights fixtures
- Exterior metal doors to include generator enclosure, trash bin, etc.

ITEM/AREAS TO BE EXCLUDED

- Window frames

SUMMARY OF SCOPE:

1. Pressure clean all exterior surfaces to remove loose paint, chalk, and dirt from surfaces to be painted. Patch all existing cracks using a Sherwin Williams concrete/stucco crack repair compound where the product is self leveling which stops running water through deep cracks and helps obtain a smoother surface.
2. Paint all masonry surfaces with Sherwin William Loxon Exterior Acrylic Masonry Conditioner.
3. All 90 degree inside corners, light fixtures, electrical conduit bolts, expansion & control joints and any other voids in building require Sherwin William Pro-Select Sealant.
4. Wood surfaces shall be spot primed with Sherwin William A-100 Exterior Wood Primer. After wood surfaces are spot primed, apply topcoat with Sherwin William Super Paint Exterior coating or equal.
5. Treat all metal surfaces with rust removal agent that is acid free and removes dust, not damaging the metal. Metal surfaces shall be spot primed with Sherwin Williams All Surface Enamel Primer. After metal surfaces are spot primed, apply topcoat with Sherwin Williams All Surface Enamel Coating.
6. Apply Exterior coating to all sealed concrete/stucco surfaces.
7. Parapet Walls to be coated with Sher-Crete Flexible Waterproofer (A5W5). Then topcoat with Sherwin-Williams Super Paint Exterior Latex Flat or Satin Paint.

completion date. Successful Contractor shall inform the City's designated authorized representative of those areas in which work is to be performed sufficiently in advance of the work schedule to allow the City to prepare for the scheduled services and give sufficient notification to City of North Miami Police Department employees direction as to where to park vehicles and when, what door entrance/exits will be unavailable to use etc.

3.0 MATERIALS

- 3.1 All materials used in this paint contract/project shall be as manufactured or distributed by the Sherwin Williams Company and delivered on the job in original, sealed containers.
- 3.2 The paints/materials herein specified will be enforced as the required products. All materials shall be used according to label directions and applied at package consistency unless reduction is specifically called for on the label directions.

4.0 COLORS

- 4.1 A sample of the selected paint color(s) shall be applied by the successful Contractor to the areas designated and approved by the City authorized representative prior to commencement of the job. Colors will be selected by the City authorized representative.

5.0 SURFACE PREPARATION

5.1 GENERAL

All surfaces to be painted shall be cleaned and prepared as specified in section 1 General – Scope of Services. The successful Contractor is responsible for the finish of his work. Should any surface be found unsuitable to produce a proper paint or sealant finish the City authorized representative shall be notified in writing by the successful Contractor and no materials shall be applied until the unsuitable surfaces have been made satisfactory.

Coating performance is affected by proper product selection, application and surface preparation. Coating integrity and service life will be reduced because of improperly prepared surfaces. The selection and implementation of proper surface preparation ensures coating adhesion to the substrate and prolongs the service life of the coating system. Successful Contract shall utilize only approved products as agreed upon prior to the issuance of a purchase order to ensure quality coating performance.

5.2 PREVIOUSLY COATED SURFACES

Maintenance painting will frequently not permit or require complete removal of all the old coatings prior to repainting. However, ALL surface contamination such as oil, grease, loose and marginally adhering paint, mill scale, dirt, foreign matter, rust, mold, mildew, mortar, efflorescence and sealers must be removed to assure sound bonding to the tightly adhering old paint. In addition, glossy surfaces of old paint films must be clean and dull before repainting. Spot prime all bare areas with the appropriate primer.

Recognize that any surface preparation short of total removal of the old coatings may compromise the service length of the system. *Always* check for compatibility of the previously painted surface with the new coating by applying a test patch of 2-3 square feet. Allow to dry thoroughly and check adhesion.

6.0 CAULKING/PUTTY/PATCHING/CRACK REPAIR PROCEDURES

- 6.1 All construction joints, expansion joints, base boards and door perimeters shall be cleaned prior to caulking to assure desired adhesion to both surfaces. Joints include metal to metal, metal to masonry, masonry to masonry, wood to masonry, wood to wood, wood to drywall.
- 6.2 All joints shall be carefully inspected for caulking deterioration, loss of adhesion, cracking or loss of properties. Failing caulk shall be removed and the area cleaned prior to re-caulking with the Sherwin Williams specified caulk, to assure desired adhesion to both surfaces.
- 6.3 Do not apply caulking when rain or temperatures below 40 degrees F are expected.
- 6.4 Apply caulk with conventional caulking gun or pressure equipment. Apply in continuous bead. Smooth and trim caulk with finger or appropriate tool immediately to ensure firm, full contact with the surfaces of the joint.
- 6.5 Putty/spackling compound shall be applied directly from the container using finger, putty knife or broad knife wider than the hold, crack, or indentation being repaired. Force into repair with slight excess overlapping edges or repair. Let dry and sand with fine or medium sandpaper or sanding block. For best results, priming may be required. Do not use putty or spackling compound in joints or crevices that flex or move. Only exterior grade compounds shall be used on exterior surfaces.
- 6.6 Patching and crack repair (i.e. hairline cracks and cracks and voids larger than hairline cracks) shall demonstrate methods and workmanship expected for crack repairs. Sequencing for patching and repairing cracks will be performed in the following sequence:
 - Remove paint, stains, mildew, and plant material from all surfaces.
 - Remove all existing unsound and loose material from cracked areas to be repaired/restored using light weight demolition hammers if needed.
 - Pressure wash cracks and repair surfaces to remove all dust and dirt. The result of this preparation shall render a surface clean, meaning having complete exposure of sound original material without deposits of contaminants, foreign matter or loose material, which would affect the bond or long-term durability of the surface and the patching compound. Allow surface to properly dry.
 - Patch and repair existing surfaces
 - Provide consolidation/water proofing proper waterproofing treatment
 - Provide proper sealant and paint to surface

ATTACHMENT A
QUOTATION NO.: 40-11-12
WATERPROOFING & PAINTING SERVICES, POLICE DEPARTMENT

North Side of Building

Four (4) concrete planters
Ten (10) Low profile metal walkway lights (color – red)
Lawn Police Sign – Three (3) supporting metal poles (color - red) and frame (color - blue)
Front Lobby automatic opening, double metal doors (exterior/interior) (color – blue)
Front door metal Canopy and supporting frame; top & bottom (color – red)
Exit stair metal door and frame (exterior/interior) (color – blue)
Air vent (A/C Room), exterior only (color – red)
Hallway exit metal door and frame by Traffic/Quartermaster (exterior/interior) (color – blue)

East Side of Building

Exit stair metal door and frame (exterior/interior) (color – blue)
HVAC enclosure wall (exterior/interior)
HVAC enclosure metal conduits, metal brackets supporting pipes, etc.
Light pole fixture (color to be determined). Pressure clean cement base.

Rear Parking Lot of Building

Perimeter parking wall surrounding the police department building
Generator enclosure walls (exterior/interior)
Generator front, one (1) double metal doors (exterior/interior) (color – red)
Generator interior two (2) metal doors and frame partition (color – red)
Generator three (3) metal vents (exterior/interior) (color – red)
Electrical Room, one (1) double metal door, frame and air vents/louvers (exterior/interior) (color – blue)
Fire Pump Room, one (1) double metal door (heavy rust, right panel), frame and air vents/louvers (exterior/interior) (color – blue)
Thirteen (13) exterior metal parking lot lights; light fixture and pole (color – red)

Rear Parking Lot of Building (Continued)

Garbage Dumpster enclosure wall (exterior/interior)
Garbage Dumpster metal double doors (exterior/interior) (color – red)
One (1) traffic metal protective pipe (color – red)

Sally Port Area

Six (6) traffic metal protective pipes (color – red)
Six (6) roll down metal doors, pressure clean only
Two (2) metal doors (26" X 26") and frame to prisoner holding cells' plumbing (exterior/interior) (color – red)
Prisoner processing entrance/exit door (exterior/interior) (color – blue)

South Side of Building

Three (3) small metal air vents (color-blue)
700 Hallway exit door by Report Writing Room (exterior/interior) (color – blue)
SWAT Locker air vent (exterior) (color – blue)

Roof

Sail and metal framing (exterior/interior) (color – red) .
A/C air handler room (color – blue)

Balconies

Lunch Room balcony on 2nd floor: Pressure clean and paint ceiling and door only. Do not paint the blue window frames. Conference Room and Dispatch balcony on 4th floor: Pressure clean and paint ceiling, entry door, and aluminum framing.



INVITATION TO QUOTE

City of North Miami
 Purchasing Department
 776 NE 125th Street
 North Miami, Florida 33161



QUOTATION NO.: 40-11-12 (Revised 7/9/12)

Mandatory Site Inspection
 July 9, 2012 at 9:00 AM

**WATERPROOFING & PAINTING SERVICES,
 POLICE DEPARTMENT**

EMAIL/FAX QUOTATIONS DUE DATE: Tuesday, July 17th, 2012 TIME: 3:00 PM

CONTACT PERSON: Tiffany Nunn, CPPB PHONE: (305) 895-9886 FAX: (305) 891-1015
 e-mail: tnunn@northmiamifi.gov

NOTES:

1. Failure to complete and sign this form renders your bid/quotation non-responsive and ineligible for award
2. To ensure that your offer is considered it must be received in City of North Miami Purchasing Department no later than 3:00 P.M. on July 17, 2012. Offers received after this time will not be considered.

ITEM	DESCRIPTION	TOTAL OFFER
1.	WATERPROOFING AND PAINTING SERVICES OF EXTERIOR STRUCTURE OF NORTH MIAMI POLICE FACILITY AS SPECIFIED HEREIN. PAINT MANUFACTURER SHALL BE SHERWIN WILLIAMS	\$ <u>24,080</u>

Unit price shall be provided for the below option. Option pricing is not considered in the evaluation of the invitation to quote. The City reserves the right to utilize the option or not.

OPTION: Perimeter Parking Wall (Around Employee Parking) both sides and top. Pressure clean and paint.	\$ <u>2000⁰⁰</u>
--	-----------------------------

Method of Award: Award will be made to the lowest bidder whose proposal is in the best interest of the City.

Estimated schedule down time to: 15 days

Was Visual Inspection made, per Term & Condition #4? YES

Addenda Received: Yes No If yes, please indicate the number of addenda received: _____

It is hereby certified and affirmed that the bidder shall accept any awards made as a result of this quotation. Bidder further agrees that prices quoted will remain fixed for a period of sixty (60) days from date quotation is due.

Authorized Signature: Harold J. Layne Jr. Title: V.P. SALES

Print/Type Name: HAROLD J. LAYNE JR. Phone: 954-658-0502

E-mail: hal@hartzellpaint.com Fax: 954-957-9766

Firm Name: ROOF PAINTING by HARTZELL, Inc. F.E.I. ID No.: 519111441111

Address: 2301 NW 33 G, # 112 City: POMPADOR BEACH State: FL 33069