



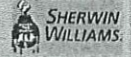
CertaPro Salt Lake City
4637 S. Commerce Dr.
Murray, UT 84107
(801) 747-1027

<http://salt-lake-city.certapro.com>
License: 5198922
Contractor License: 5198922

COMMERCIAL INTERIOR

Job #: JOB-1353-8226

Date 11/18/2022



We proudly feature Sherwin-Williams paints and stains.

JOB SITE

Tooele second floor repaint

47 so main
Tooele, Utah 84074
435-843-3177
Jason.Sparks@Tooeleco.org

PREPARED BY

Adam VanSleeuwen
Commercial Sales Manager
(801) 856-8242
avansleeuwen@certapro.com

CLIENT

Tooele County

47 so main
Tooele, Utah 84074

435-843-3177
Jason.Sparks@Tooeleco.org

CLIENT CONTACTS

PRICING:

Base Price:	\$10,942.00
Subtotal:	\$10,942.00
Total:	\$10,942.00
Balance	\$10,942.00

GENERAL SCOPE OF WORK

This is for the repainting of the four stairwells and the entire second-floor hallway. No portion of the doors or trim is included. This quote includes two coats of paint. We use Sherwin Williams paint.

CLEAN UP

To be straightened up daily and cleaned up in full upon job completion. If there is leftover paint, we will leave it with you.

NOTES

*****Our payment vendor charges for the use of credit cards. No charge for ACH's and Checks.**

Thank you for allowing CertaPro the opportunity to provide you with a Proposal for your Project. We will communicate with you on a daily basis to update you on the progress of the project. Our goal from start to finish is to provide you with an "Excellent Painting Experience."

PLEASE CAREFULLY REVIEW ALL OF THE ITEMS, AREAS AND COMPONENTS THAT ARE INCLUDED AS WELL AS THOSE THAT ARE EXCLUDED TO ENSURE THAT THERE IS NO MISUNDERSTANDINGS AS TO THE SCOPE OF THE PROJECT. ANY ITEMS, AREAS, AND COMPONENTS NOT SPECIFICALLY INCLUDED ARE EXCLUDED.

This Proposal is for an Interior Painting Project. During your project you will be assigned a Job Site Supervisor (JSS). The JSS is on site to paint, run the painting crew and to be available to address any of your concerns throughout the project. Certapro will also provide a Project Manager to supervise and insure the project is being handled as promised and proceeding on schedule to your satisfaction.

The number of coats of paint are noted on the proposal and additional coats will be an additional charge.

At the end of the project we will fully clean up and then do a final walk through with you to inspect the work performed if you are available when the crew has finished their work and if necessary finish the final touch ups. CertaPro Painters at the end of your project is hoping to receive an excellent review from you when you evaluate our work. Through this rating we hope to earn the privilege of doing additional work and for you to recommend us to other businessmen, your family, friends and neighbors.

CertaPro complies with all local, state and federal laws; including but not limited to the EPA Lead-Safe program. If you suspect lead please notify us immediately. Paint is included in the cost of the project.

This offer is valid for 60 days.

ADDITIONAL NOTES

CUSTOMER SERVICE COMMITMENT: The goal for this job is to provide the best customer experience possible. This is accomplished by; being friendly and courteous, by making the client feel part of the process with daily updates and excellent communication, by doing things right the first time, and by respecting your property and your home. We recognize that we are your guests and we will act as such.

WARRANTY ON WORK: We provide a limited 2 year labor warranty against blistering and peeling. See written warranty for exclusions.

COLOR CONSULTATION: If you select CertaPro Painters as your painting company and need assistance selecting your color, contact Lori Martin at (801) 913-4825 or lmartin@certapro.com

SCHEDULING: During the busy time of year; May- October jobs smaller than \$1000 will be given a more flexible timeframe and will be slotted in when there are gaps on our calendar within that timeframe. All other jobs are scheduled within a work week unless otherwise noted on proposal. As that week approaches we will let you know exactly when we anticipate the work commencing. Some things are out of our control such as weather, but we will do whatever we can to stay on schedule. Please let us know if you have a reason for a hard start date and we will do what we can to accommodate you.

WORKMANSHIP STANDARDS: Unless otherwise specified on this proposal, standards will be in accordance with the Painting and Decorating Contractors of America (PDCA). PDCA sets the industry standards for the painting industry. These standards are used throughout the industry to provide the guidelines and requirements for specific applications, surfaces, coatings products and application procedures.

CHANGES TO CONTRACT:

1. If you request changes in the scope of work, including levels of prep work or changes in products, finishes, number of colors, number of coats, the price will be adjusted to reflect the changes.
2. Custom color paints/stains are not returnable for store credit, so if you request a color change after we have ordered custom color paints/stains for your job, you will be billed for the paint/stain and charged for the additional labor necessary to repaint/stain areas that had been done.
3. Specialty applications, such as faux finishing or a 2 part application process that is not specifically mentioned in the proposal, will result in a price increase.

SIDE JOBS: Please do not ask the painters to do work 'on the side' - or outside of CertaPro Painters. If you want additional work added to your original contract, you can call your rep or the office.

PAINTING APPLICATION METHODS: In general, we plan on using whichever method will be the most economical and efficient to paint your interior. Both methods -brushing and rolling and spraying have their benefits. Spraying can provide a superior smooth finish, but may also not be appropriate for furnished homes due to the amount of masking and taping that will be involved. There will likely still be paint dust found in neighboring areas and rooms from spraying and it may even get 'sucked' into your furnace via the air returns.

CLEANING: If you are thinking of cleaning or hiring a cleaning service, wait until the painting has been completed.

REFRIGERATORS: If the client requests the walls behind the refrigerator, client will need to either move the refrigerator or arrange to have it moved. We will not move it and will not be held responsible for damage incurred.

CURRENT CONDITIONS: This quote is based on the condition of the areas mentioned above at the time of the quote with regards to prep, amount of furniture, cleanliness, etc.

PREVIOUS PAINT / WORKMANSHIP: This quote does not account for cleaning up previous workmanship. Removal of drips, spills and poor cut lines from previous work are not part of the scope unless otherwise noted. To prevent poor cut lines you should paint the adjacent surfaces as well.

DOORS: Unless otherwise noted, only the side of the door facing the room being painted is included.

PATCHES / TEXTURE: We will apply texture to the areas that we repair and patch or will try to match existing stipple - we will try to match the texture or stipple as closely as possible. Please note that a perfect match is impossible - this means that upon visual inspection the retextured areas may be discernible, especially because you as the customer know exactly where to look.

COLORS: The pricing below is based on using up to 3 different colors/sheens on this project. If additional colors/sheens or accents walls are desired, additional charges will apply. We charge \$75 for each additional color or sheen as well as \$100 for any accented walls. Additional costs arise from changes to the painting sequence, purchasing additional paint, cleaning equipment and brushes, and cutting additional lines where the colors meet.

UNFORESEEN CONDITIONS: As you can see, we make our best attempt to identify every aspect of the painting project to provide you with an accurate price on the work to be performed. However, due to the nature of the business, there may be some issues that arise out of our control. These include, but are not included to, recessed lighting cans not functioning properly, rotten wood not visible to the eye, water leaks that may result in paint failure, etc. Additional work will be charged at \$50 per man hr. plus materials.

PRICING: We have provided a fixed price proposal to paint your project- the price you see is the price you will pay unless you request any changes to the scope of the work as outlined above (including the level of prep work specified, the number/complexity of colors, or the product specified), then the price will be adjusted.

OPTIONAL ITEMS: The price for optional items is based on the optional items being selected before or during the existing painting project and completed at that time. If selected at a later date, the price will be increased to account for set-up, clean-up and any other efficiencies lost.

Under the line titled 'FINAL PRICING' there may be some options listed that either you requested or we otherwise provided. '(Not incl. in Total Price)' next to an area indicates that it is given an option and is not included in the final pricing. If you would like that part of the project to be completed, please let us know. We will include it - causing it to show on the far right side - and it will add to the final pricing.

PHOTOS of your project may be used for promotional purposes. We will not use your personal information such as name, address etc. unless approved by you. If you would like to opt out, initial here _____. You may also simply let us know and we will honor your wishes.

If amounts due under this agreement are not paid, the customer will be responsible for costs of collection including attorney fees.

***Our payment vendor charges for the use of credit cards. No charge for ACH's and Checks.

Payment Terms: All jobs are subject to a deposit. Any job over \$3,000 require a 50% deposit. Final and/or Full Payment is required upon completion. If payment is not received upon completion, you may accrue late fees. We reserve our right to pre-lien or lien your property under Utah State laws.

SIGNATURES

CertaPro Painters Authorized Signature Date

APPROVED AS TO FORM:

James A. Welch 12/7/22
Authorized Client Signature Date

James A. Welch County Manager
Authorized Client Representative Name & Title

Colin Winchester 12/06/2022
Colin R. Winchester
Deputy Tooele County Attorney

CURRENT CONDITIONS: This quote is based on the condition of the areas mentioned above at the time of the quote with regards to prep, amount of furniture, cleanliness, etc.

PREVIOUS PAINT / WORKMANSHIP: This quote does not account for cleaning up previous workmanship. Removal of drips, spills and poor cut lines from previous work are not part of the scope unless otherwise noted. To prevent poor cut lines you should paint the adjacent surfaces as well.

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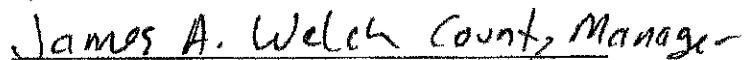
Payment Terms: All jobs are subject to a deposit. Any job over \$3,000 require a 50% deposit. Final and/or Full Payment is required upon completion. If payment is not received upon completion, you may accrue late fees. We reserve our right to pre-lien or lien your property under Utah State laws.


SIGNATURES


CertaPro Painters Authorized Signature _____ Date 11/6 Dec 2022


Authorized Client Signature _____ Date 12/7/22

APPROVED AS TO FORM:


Authorized Client Representative Name & Title


Colin R. Winchester
Deputy Tooele County Attorney

Client

PAYMENT DETAILS

Payment is due: In full upon job completion

OPTIONAL WORK

The following items are **NOT INCLUDED** in your project but may be added for the additional cost listed below.

Item	Description	Price
Skim coating of walls and stairwells		\$13,348.00

COMMERCIAL DEFINITIONS AND CONDITIONS OF THIS CONTRACT

RELATIONSHIP — The individual giving you this proposal is an independent contractor licensed by CertaPro Painters® to use its systems and trademarks to operate a painting franchise. The work will be completed by the independent franchised contractor. Please make any check payable to the franchise shown on the front of this proposal.

COLORS — Colors may be chosen by the client prior to commencement of work. If, after the job starts, a color change is required, the independent Contractor will have to charge for time and material expenses incurred on the original color.

UNFORESEEN CONDITIONS — Should conditions arise which could not be determined by visual inspection prior to starting work, the client must pay an agreed upon extra for the completion of such work.

PROPOSAL — This proposal is valid for 60 days after it was written. In addition, the Independent Franchised Contractor should be informed of your desire to have the work done and receive a signed copy of the proposal before work is to be started.

ATTENTION CLIENT:

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE BELOW NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. (SATURDAY IS A LEGAL BUSINESS DAY IN CONNECTICUT.) THIS SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT AND THE HOME IMPROVEMENT ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREED TO RETURN THE GOODS AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO:

Name of Seller **CertaPro Salt Lake City**

DATE OF TRANSACTION _____
NOT LATER THAN MIDNIGHT OF _____

I HEREBY CANCEL THIS TRANSACTION

(Buyer's Signature)

(Date)

LIMITED TWO YEAR WARRANTY

Subject to the limitation set forth below, for a period of 24 months from the date of completion of the work described on the front of this contract, the Independent Franchise Owner named on the front of this contract (the "Contractor") will repair peeling, blistering or chipping paint resulting from defective workmanship.

THIS LIMITED WARRANTY DOES NOT COVER:

- Any work where the Contractor did not supply the paint or other materials.
- Any work which was not performed by the Contractor.
- Varnished surfaces.
- Surfaces made of, or containing, galvanized metal.
- The cost of paint required to perform the repairs.
- Repairs to horizontal surfaces or any surface that, by virtue of its design permits moisture to collect. Surfaces include, but are not limited to, decks, railings, stairs, porches, roofs and wood gutters.
- Exact paint match as environmental conditions will affect the color and finish of all paints over time.
- Any repairs which are necessitated as a result of a defect in the paint regardless of whether the paint was supplied by the Contractor or the customer.
- Bleeding caused by knots, rust or cedar.
- Cracks in drywall, plaster or wood.
- Peeling, blistering or chipping where they are caused by:
 - mill-glazing from smooth cedar
 - ordinary wear and tear.
 - abnormal use or misuse.
 - peeling of layers of paint existing prior to the work performed by the Contractor.
 - structural defects,
 - settling or movement.
 - moisture content of the substrate.
 - abrasion, mechanical damage, abrasive cleaning, abuse or damage resulting from use of chemicals or cleaning agents or exposure to harmful solids, liquids or gases.
 - damage or defects caused in whole or in part by reason of fire, explosion, flood, acts of God, extreme weather conditions, misuse, alteration, abuse, vandalism, negligence, or any other similar causes beyond the control of the Contractor.

Repairs under this limited warranty will be performed only on the specific areas where peeling, blistering or chipping has occurred and only to the level of surface preparation described in the preparation section of the Contract.

FOR THIS WARRANTY TO BE VALID, YOU MUST:

- Pay the full contract price.
- Retain a copy of the original contract.
- Retain a copy of your cancelled check or other evidence of payment in full.
- Pay for all materials used to perform the repairs.
- Make the property accessible to the Contractor, or his employees, to perform the repairs.

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE BY THE CONTRACTOR AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THIS WARRANTY COVERS ONLY THOSE SERVICES PROVIDED BY THE CONTRACTOR TO THE ORIGINAL PURCHASER NAMED ON THE FRONT OF THIS CONTRACT. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IN EXCESS OF THE ORIGINAL CONTRACT PRICE. THIS WARRANTY MAY NOT BE ALTERED OR EXTENDED FOR ANY PURPOSE UNLESS DONE SO IN WRITING IN A DOCUMENT EXECUTED BY ALL PARTIES TO THIS CONTRACT.

This warranty gives you specific legal rights. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

For warranty service, you should contact your Contractor to schedule an inspection of your property by calling CertaPro Painters® at 800.462.3782.



Tooele County Council Agenda Item Summary

Department Making Request:

Facilities

Meeting Date:

December 6, 2022

24th February

Mark Options That Apply:

Grant
1 time

Contract
1 yr. or less

Purchase

Exp date: 01/18/23

Grant
With County Match

Contract
More than 1 yr.

Exp date: _____

Budget Impact:

In Budget

Over Budget

Amount of Contract, Service, Grant: \$ 24,290.00

Item Title:

Please answer the who? what? when? why?

This is a contract with CertaPro Painters to paint the 2nd floor hallways and all 4 stairwells in the Tooele County Administration Building located at 47 South Main in Tooele. We would like to have the 2nd floor hallway and all stairwells painted before the new information signs and new doors are installed at the administration building. This is a sole source bid as I was unable to obtain 3 bids as needed. I sent 3 emails to paint contractors on the state vendor list with only one responding to the email. I obtained a bid from that contractor, Superior Coatings, however that bid came in more than double the low bid. I contacted a local painter, Jeremy Matke, by phone and he stated he was too busy and would be unable to bid the job until later in the month of January. I contacted CertaPro Painters and received this current bid.

List who needs copies when approved: