



CAL FIRE
San Luis Obispo
County Fire Department

635 N. Santa Rosa • San Luis Obispo, CA 93405
Phone: 805.543.4244 • Fax: 805.543.4248
www.calfireslo.org

Scott M. Jalbert, Unit Chief

April 22, 2019

TO: LOCSD Board of Directors
FROM: George Huang, Battalion Chief
SUBJECT: **Agenda Item 11H – 5/2/2019 Board Meeting**
Award Bid for Services to Paint Exterior of Station 15-South Bay Building

DESCRIPTION

This item requests your Board award the bid for services to paint the exterior of Station 15 – South Bay to Browder Painting Company, Inc.

STAFF RECOMMENDATION

This item will be approved along with the Consent Calendar unless it is pulled by a Director for separate consideration. If so, Staff recommends that the Board adopt the following motion:

Motion: I move that the Board award the bid for services to paint the exterior of Station 15 – South Bay to Browder Painting Company, Inc., the lowest responsive bidder, in an amount not to exceed \$15,000.

DISCUSSION

Station 15 – South Bay Fire Department solicited bids for painting the exterior of the building due to the discoloration of paint and walls, blistering, rust and oxidation on roll up doors and building, and cracks in the wood. Browder Painting Company, Inc., came in as the lowest bid, and we would like to move forward with scheduling their services in July 2019. We are asking for approval of \$15,000 which is \$2,260 over the base bid for the possibility of additional services and/or unforeseen charges.

The current exterior painting at Station 15 – South Bay Fire was completed before the agreement between CAL FIRE and the LOCSD in 2004.

FINANCIAL IMPACT

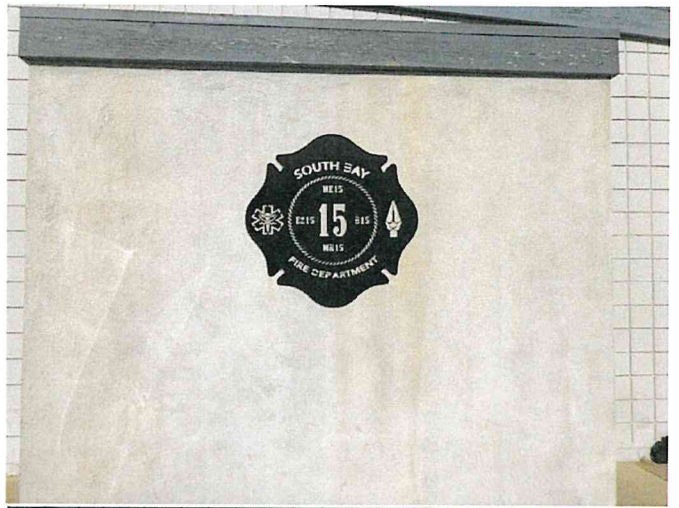
Station 15 - South Bay staff budgeted \$20,000 towards this expenditure in the Fiscal Year 2019/2020 from Reserve Account 3115 (Public Facility Fees Reserve). We received quotes ahead of our anticipated timeline, significantly under what we expected. Both quotes came in under \$13,000 with additional services available.

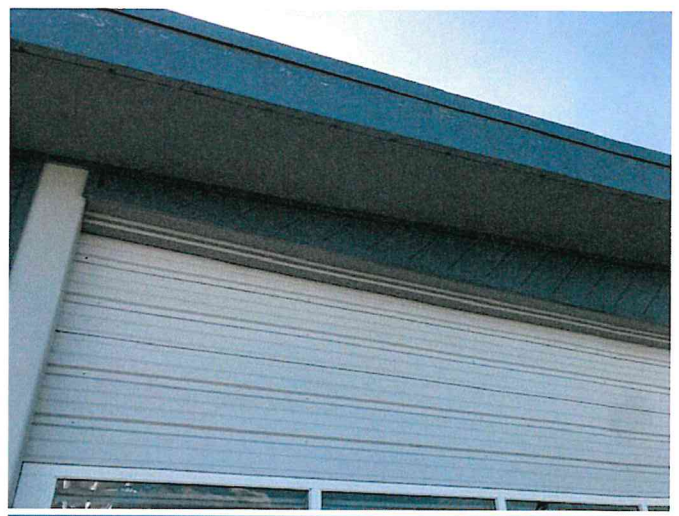
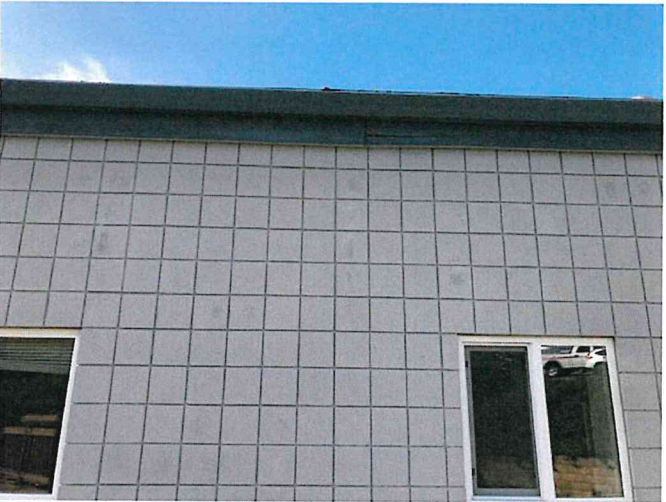
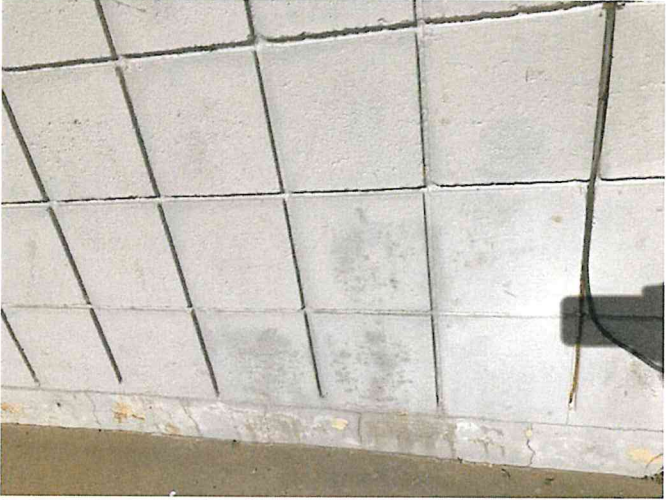
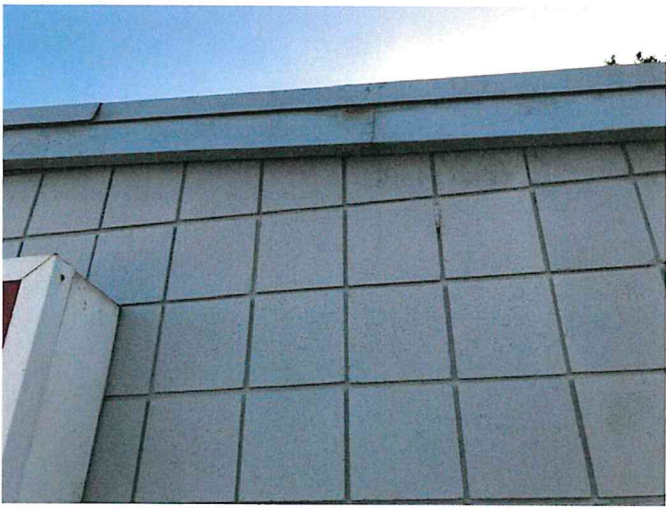
Respectfully Submitted,

A handwritten signature in black ink, appearing to read "George Huang".

By George Huang, North Coast Battalion Chief
CAL FIRE / San Luis Obispo County Fire Department

Attachments





Rogall Painting, Inc.

1110 Quintana Rd.
Morro Bay CA
93442
(805) 772-2012

Estimator: Nathan Curtiss Senior Estimator / Project Manager

805 440 3195



Estimate

Los Osos Cal Fire Sta, 15 c/o Ciecek

danny.ciecek@fire.ca.gov
2315 Bay View Heights
Los Osos CA
805-528-1053

Estimate # 1512
Estimate Date 04/04/2019

Item	Description	Price
Whole House	Pressure Wash Exterior Surfaces (1)	\$800.00
East Wall	Brick, Wood Paneling, Painted Doors (1), Soffits and Fascia Trim	\$3,725.00
West Wall	Brick, Wood Paneling, Painted Doors (1), Soffits and Fascia Trim	\$3,725.00
South Wall	Brick, Soffits and Fascia Trim, including Gutters, Painted Doors (1)	\$1,675.00
North Wall	Brick, Painted Doors (1), Soffits and Fascia Trim, including Gutters	\$1,825.00
Facia Replacement - South Wall	Remove and replace 38' lft of 2"x12" Facia along south facing wall. 4 sections total. Materials Included	\$2,855.00
Roll Up Doors and Bay Doors (Optional)	Surface preparation Primer Coat Two Coats of Emerald Urethane Alkyd \$1875.00 Not included in base bid-	

PROJECT NOTES

SCOPE OF WORK:
EXTERIOR:
-Pressure wash all exterior surfaces and treat with Resolve Mildicide and surfactant detergent.
-Scrape and remove loose or failing paint as needed.
-Sand areas where scapping was necessary to smooth edges and ease surface profile.
-Areas with raw or bare wood will be primed and sealed with a high adhesion stain blocking primer.
-Wood trim detail at siding contact points including all window frames, door frames will be caulked and sealed to prevent water intrusion.
-Minor wood repairs will be completed with Abatron Wood Epoxy if needed.
-Window frame / door frames will be caulked and sealed to trim and stucco contact points with 45yr Acrylic Caulking.
- Cinder block surface cracks will be excavated and filled with a cementitious compound.

-Metal surfaces will be treated with a rust inhibiting oxide primer (panels, nail heads, staples, bolt etc.

-All exterior door faces will be prepared and painted.

-ALL SURFACES WILL RECEIVE TWO FULL COATS OF SHERWIN WILLIAMS DURATION HIGH BUILD EXTERIOR GRADE PAINT IN ADDITION TO ANY PRIMERS USED.

Sub-Total :	\$14,605.00
Discount (15%):	- \$2,190.75
Total :	\$12,414.25

Please read and view our Terms & Conditions:

<https://www.rogallpainting.com/terms>

1) PAYMENT(S):

All invoices produced shall be due and payable at the time of invoicing. Late fees apply 7 days from invoice date: 1.5% per month charge will be added to all open invoices that are more than 7 days past due. Annual percentage rate will be 18%.

Deposit:

Upon acceptance of a proposal, a deposit in an amount equal to 10% of the contract amount, up to \$1,000, shall be required.

2) PROGRESS BILLING:

Painting and Carpentry Contract Billing and Payments:

All painting and carpentry contract projects shall be billed on a progress billing and payment schedule as follows:

- Once the project has been scheduled and at the pre-job walk, 50% of the total contract amount shall be collected;
- Upon mid-point in the scope of work, 25% of the total contract amount shall be collected;

Final Billing:

- On the last day of the job, the remaining balance shall be due. Your deposit amount will be deducted from your final invoice

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Time and Materials Billing and Payments:

Projects that are contracted on a Time and Materials basis shall be billed on a progress billing and payment schedule as follows:

- Once your project has been scheduled and upon the pre-job walk, 30% of the estimated time and materials contract amount shall be collected;
- Thereafter, ongoing weekly progress billing on the actual time and materials work used shall be collected;

Final Billing:

- On the last day of the job, the remaining balance shall be due. Your deposit amount will be deducted from your final invoice

Additional Work Order Painting and Carpentry Contract Billing and Payments:

All additional work order painting and carpentry contract projects shall be billed on a progress billing and payment schedule as follows:

- At the time the additional work order contract has been signed and approved, 50% of the total contract amount shall be collected;
- Upon mid-point in the scope of work, 25% of the total contract amount shall be collected;

Final Billing:

- On the last day of the job, the remaining balance shall be due. Your deposit amount will be deducted from your final invoice

Additional Work Order Painting and Carpentry Time and Materials Billing and Payments:

All additional work order painting and carpentry time and materials projects shall be billed on a progress billing and payment schedule as follows:

- At the time the additional work order time and materials contract has been signed and approved, 30% of the estimated time and materials contract amount shall be collected;
- Thereafter, ongoing weekly progress billing on the actual time and materials work used shall be collected;

Final Billing:

- On the last day of the job, the remaining balance shall be due. Your deposit amount will be deducted from your final invoice



04/04/2019

Estimator Signature

Date

Customer Signature

Date

Estimate #1512 for Los Osos Cal Fire Sta, 15 c/o Ciecek. Total Value: \$12414.25.



PROPOSAL AGREEMENT

194127

- Written Guarantee
- License #703428
- Fully Insured
- 805-544-0547
- 805-489-2467
- 805-772-2467

FOR Los Osos Fire Department Contact was Danny Ciecek	
ADDRESS	
SITE ADDRESS 2315 Bayview Hieghts, Los Osos CA 93402	
HOME PHONE	WORK PHONE
Cell	DATE 4/4/2019
Email Danny.ciecek@fire.ca.gov	

PROJECT MANAGER: Dirk Kenyon (805)748-0430

SCOPE OF WORK	EXCLUDE	# OF COATS	SHEEN	COLOR
Rain Gutters		2	Satin	Trim
Fascia Boards		2	Satin	Trim
Soffits / Eaves		2	Satin	Body
Stucco / Brick		2	Satin	Body
Siding		2	Satin	Trim
Windows		2	Satin	Trim
Doors		2	Semi Gloss	Trim
Roll-up doors		2	Satin	Body
Roll-up windows	X			
Metal Sign Box		2	Gloss	Off white
All Block walls		1	Low Sheen	Seal Krete Primer Coat
Red Trim at front		2	Semi Gloss	Red
All signs/logos	X			
Flag pole	X			
Sheds & tower	X			

"Have a Brush with Quality"

PREPARATION WORK

- WASH** - Environmentally friendly cleaners will remove dirt and mildew as required. Low-pressure power washing will remove chalky paint and promote adhesion.
- TRENCH** - Soil around the buildings foundation will be trenched to allow painting below the ground level.
- SCRAPE & SAND** - Areas of loose paint will be scraped and sanded to create a firm and tight bond. Glossy areas will be scuff-sanded to ensure adhesion. Loose paint chips are collected.
- PRIME & NAIL** - Apply top quality primer to all bare wood. Rusted metal will be coated with rust inhibiting red primer. Loose nails will be re-set or replaced as necessary.
- CAULK & GLAZE** - Loose caulking will be replaced with top quality 50-year sealants. Windowpanes with missing glazing will also be filled with new putty.
- STUCCO CRACKS** - Holes and cracks are cleaned & re-textured to resemble the stucco wall. When appropriate, flexible elastomeric patching compounds are used to prevent future cracking due to ground movement & heat.
- MASKING** - All areas not to be painted will be covered and protected against over-spray and splatters. Landscaping, concrete walks, roofs, and windows will be covered.
- CLEAN UP** - Work will be completed in a clean and professional manner. Garbage is removed and clean up is performed daily and at completion of the job. Touch up paint is left in labeled cans for your future convenience.
- INSPECTION** - A completion inspection is performed with the client to ensure all areas are painted properly. Final touchups are completed before we leave your project.
- FOLLOW UP** - You will receive a follow up phone call and a customer survey to guarantee your satisfaction.

Eaves/Soffits will match the Stucco/Siding

Eaves/Soffits will match the Fascia Board

PAINT APPLICATION
 * Use best quality paint from Sherwin Williams
 - Emerald for body and trim
 - Pro Industrial enamel for door faces
 * The higher the sheen level the more resistant the color will be to sun fade. Higher sheen levels are easier to clean, shed water better and typically last longer. They do however tend to show imperfections more. We seldom recommend a flat sheen level.

COVERAGE - Estimators are unable to know how some surfaces will absorb or accept paint or stain coatings, or how coatings will hide for coverage. Two-coat or even three-coats or more may be needed to accomplish the desired coverage. The customer is responsible for choosing how many coats to apply. If it is determined by the customer that additional coats are needed, additional costs will be incurred.

COLOR CHANGES – All colors must be chosen by the client before any work is done. If a color change is required by the client or someone other than Browder Painting after the job begins, the client will be charged an additional fee for time and material expenses arising from the changes.

SCHEDULING – We schedule by the week, not by the day. We are unable to start a new job until we complete jobs in progress. Therefore there can be no guarantee of exact start date.

WAIVER FOR DAMAGES TO TILE OR OTHER DELICATE TYPES OF ROOF COVERING - I. (We) have full knowledge & understanding that due to the brittle and fragile nature of tile, metal and/or other delicate roofs, some damage may occur while placing and removing ladders, tarps and other equipment in the course of the preparation, painting and washing. With full knowledge thereof, I (We) hold harmless Browder Painting Company from the entire risk of damages during the course of service to this structure.

HIDDEN CONDITIONS – If after beginning work, defects or unforeseen conditions arise which could not reasonably have been recognized by the estimator upon first inspection (i.e. invisible defects), the client agrees to pay an additional charge if the client desires the necessary extra work to be done.

PREVIOUS COAT BREAKDOWN – In view of the fact that an additional coat of paint when applied over a previous coat, can cause peeling or loss of adhesion from the substrate, Browder Painting Company is not responsible for the failure of a paint film which was not applied by Browder Painting Company and which may have been previously applied to the same surface. This often occurs in the case of galvanized metal flashing and multiple coat build up. Breakdown due to mildew is not guaranteed, as this is a moisture problem not a paint failure.

GLAZING – This operation is very time consuming and therefore costly. When this function is indicated on the front of this agreement, the procedures taken by Browder Painting Company will involve replacement of missing material only. More extensive glazing will require special notation on the agreement with the additional charge included.

WHAT IS GUARANTEED

Browder Painting Company guarantees all of our painting workmanship and materials against the following conditions: **Peeling, Flaking or Chalking** for one year from the date on this agreement. We will provide the following during the first year after completion: all **MATERIALS** and **LABOR** to restore the offending surface to its original condition absolutely free of charge. This guarantee is limited to the conditions listed below. The guarantee is invalid if any of the following conditions occur:

1. Failure of any previously applied materials.
2. Extraneous factors arise (i.e. roof leaks, moisture damage, structural damage).
3. Decks and horizontal surfaces are not guaranteed.
4. Customers supply their own paint.
5. Galvanized metal areas are not guaranteed.
6. If mildew arises it is not guaranteed, as it is a moisture/fungus problem, not a paint problem.
7. Failure due to caulking or settling of ground.

Failure by contractors without lawful excuse to substantially commence work within twenty (20) days from the approximate date specified in this proposal and contract when work will begin is a violation of the contractors license law. This is subject to delays caused by acts of God, stormy weather, uncontrollable or unforeseen contingencies.

Any alteration or deviation from the specifications involving extra costs will be made upon written agreement, and will become an extra charge over and above the estimate. All agreements are contingent upon delays beyond our control. You are required to carry fire, tornado and other necessary insurance on the above work. Overdue accounts may be charged interest at the rate of 1.5% per month. In the event it becomes necessary to enforce this agreement by litigation, the prevailing party shall be entitled to recover the expense of court costs, attorney and collection fees. No contractual rights arise until this proposal is accepted in writing by both parties. We may withdraw this proposal at any time before a signed acceptance is received.

WE PROPOSE to perform the work in accordance with the specifications submitted and complete the job in a workmanlike manner according to standard practices.

PROPOSAL AGREEMENT

194127

OPTIONS		YES	NO
1. Exclude painting the white metal sign box	-\$ 170		
2. If we use Acryshield from Kelly Moore or SuperPaint from Sherwin Williams instead of Eneald. DEDUCT	-\$ 780		
3. Add roll-up door windows. Prep, prime and paint with the roll-up door same color and sheen ADD	\$ 670		
4. If this project requires the use our DIR# we have to add 3% to the total cost of painting to the final price.			

MISCELLANEOUS

WORKERS COMPENSATION - Complete coverage is provided to protect our clients. Please call CSLB 1-800-321-2752

SCHEDULING - Every effort is made to complete your project in consecutive working days.

PLANTS - In order to provide the best quality paint job we ask that plants be pruned away from the building.

UTILITIES - Your painting project will require that you supply water and electricity.

WINDOWS - Proper preparation steps often dirty the windows. The windows can be cleaned for an additional charge.

COLORS - In order to provide the best value to our clients all color and sheen decisions must be made by the owner prior to our crew's arrival. Changes in paint after commencement of work or paint order, will result in additional charges.

* All painters are employees of Browder Painting and have been background checked and drug tested. We do not subcontract.
 * Painters will not smoke, play loud music or bring pets on the job site.
 * We will be working in a clean, quiet and professional manner throughout the project.
 * Trash and waste will be disposed of off site.
 * Samples can be put up for color approval.
 * Proposal is for 2 full coats with correct dry time between coats. This is not a wet on wet application.
 * The 1st coat of paint will be back rolled for best adhesion, coverage of trough texture and to help fill small cracks and voids.
 * We will caulk fascia corners and butt joints to reduce water intrusion and future dry rot.
 * Use urethanized caulking for increased longevity.
 See photo pages for more detail.

Dirk (805) 748-0430 Email: dirk@browderpainting.com

ESTIMATED START DATE - _____ PROPOSAL IS GOOD FOR **30** DAYS.

ALL PAINT, LABOR, MATERIALS & WARRANTY ARE INCLUDED

BASE PROPOSAL \$ 12,740
 OPTIONS \$ 0
 TOTAL INVESTMENT \$ 0

Full payment is to be paid to the crew leader on the last day of work or substantial completion.

I agree to have the above work done at the above price or cost and have read and understand the information on all four pages of this agreement.	Client: _____ Date: _____
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"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 cancellation notice on the reverse side of this form. Cancellation after the 3-day period may be charged at a 10% cancellation fee."

Browder Painting Company, Inc. 811 Ricardo Court, San Luis Obispo, CA 93401 (805) 544-0547
 Fax 544-9547 email: nick@browderpainting.com www.browderpainting.com

NOTICE TO OWNER – CALIFORNIA ADMINISTRATION CODE SECTION

Effective July, 1984: "Notice to Owner" information as required by Section 7018.5 of the Business and Professions Code shall be that set forth as below:

STATE LAW REQUIRES ANYONE WHO CONTRACTS TO DO CONSTRUCTION WORK TO BE LICENSED BY THE CONTRACTOR'S STATE LICENSE BOARD IN THE LICENSE CATEGORY IN WHICH THE CONTRACTOR IS GOING TO BE WORKING, IF THE TOTAL PRICE OF THE JOB IS \$500 OR MORE (INCLUDING LABOR AND MATERIALS). LICENSED CONTRACTORS ARE REGULATED BY LAWS DESIGNED TO PROTECT THE PUBLIC. IF YOU CONTRACT WITH SOMEONE WHO DOES NOT HAVE A LICENSE, THE CONTRACTOR'S STATE LICENSE BOARD MAY BE UNABLE TO ASSIST YOU WITH A COMPLAINT. YOUR ONLY REMEDY AGAINST AN UNLICENSED CONTRACTOR MAY BE IN CIVIL COURT, AND YOU MAY BE LIABLE FOR DAMAGES ARISING OUT OF ANY INJURIES TO THE CONTRACTOR OR HIS OR HER EMPLOYEES. YOU MAY CONTACT THE CONTRACTORS STATE LICENSE BOARD TO FIND OUT IF THIS CONTRACTOR HAS A VALID LICENSE. THE BOARD HAS COMPLETE INFORMATION ON THE HISTORY OF LICENSED CONTRACTORS, INCLUDING ANY POSSIBLE SUSPENSIONS, REVOCATIONS, JUDGEMENTS, AND CITATIONS. THE BOARD HAS OFFICES THROUGHOUT CALIFORNIA. PLEASE CHECK THE GOVERNMENT PAGES OF YOUR DIRECTORY FOR THE OFFICE NEAREST YOU, OR CALL 1-800-321CSLB, OR VISIT THE WEBSITE WWW.CSLB.CA.GOV FOR MORE INFORMATION.

Under The California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier or other person or entity who helps to improve your property, but is not paid for his/her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in a court to obtain payment. This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid.

Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning the contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 26000, Sacramento, California 95826.

NOTICE OF CANCELLATION – Mail to: Browder Painting Company, Inc. or Fax to: 805-544-9547
811 Ricardo Court
San Luis Obispo, CA 93401

We, _____, at _____
Buyer's Name Buyer's Address

hereby cancel this transaction on this date_____.

Buyer's Signature

