

NickBettsPaintingLLC
3-25-24
CCB#-242540

Wheeler City Hall exterior coatings

- Extirpate all Moss, mildew, fungus, all organic growth from rooftop and building shell.
- Careful power wash and rinse of entire building
- Scrape, sand, and removal of all failing products currently applied to building.
- Priming and a minimum of 2 finish coats of the highest grade (lifetime) coatings to the exterior shell of building.
- Clean up of all debris and construction materials related to paint work done on building.
- Recommendations for any work to be done to building prior for coatings to alleviate expenditures to the city. Suggestions to landscape and remedial maintenance/upkeep to be done for future success of property.

Bid price: \$30,000

Thanks for your considering us to take on this important project.

Bill Scholerman
PH. 503-322-0318
Cell: 503-801-3614
Lic.#46097

P.O.Box 271
Garibaldi, OR 97118

A-1 PAINTING

Proposal and Contract

TO City Hall Wheeler 775-Mhm Blvd
Exterior Painting bid



Date Feb 4th, 2024

Dear Sir:

A-1 Painting proposes to furnish all materials and perform all labor necessary to complete the following:

This bid is for powerwashing, prep and painting the exterior of city hall building

I would recommend two coats of elastomeric water proofing paint to be applied to all block surfaces we use perma-crete Pitt-Flex elastomeric coating smooth finish - P.P.G. paints

There is 5,500 sq ft of surface to be painted -
x 3.75 per sq ft = \$20,625.00

All of the above work to be completed in a substantial and workmanlike manner according to standard practices for the sum of _____ Dollars (\$ 20,625.00)

Payments to be made when the job is completed and approved

_____ as the work progresses to the value of _____ percent (_____ %) of all work completed. The entire amount of contract to be paid within _____ days after completion.

Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing

Respectfully submitted,
By A-1 Painting

Any repairs to rotten T-211 - is time and material - as discussed with Phil C.

Bill Scholerman

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which _____ agree to pay the amount mentioned in said proposal, and according to the terms thereof.

ACCEPTED

Date, _____, 20____



VELAZQUEZ PROPERTY RESTORATION LLC

“Where QUALITY and AFFORDABILITY meet”

Long Beach WA, Vancouver WA(503-717-4240), Portland, Beaverton, Tigard, Lake Oswego Or(503-739-3055)

Main Office:

P.O. Box 387 - Seaside, Or. 97138

Phones (503) 739-3055 (503) 717-4240

Email: velazquezant@aol.com Visit us at: VPnConstruction.com

CCB #176910 WA# VELAZPL908P1

February 15, 2024

Proposal #2455

SUBMITTED TO: City of Wheeler/Phill Chick 503-812-9214
philchick@ci.wheeler.or.us

PROJECT: 775 Nehalem Blvd. Wheeler or

AREAS TO BE WORKED ON House:

Exterior Siding, trim, Gutters & 3 doors

WORK OVERVIEW*:

Power wash all the areas to be Paint. Paint Siding, trim, and 3 doors apply by spray, brush or back-rolling to all surfaces specified.

Scope and Clarifications:

Paint Preparation:

- Power Washing House siding & trim, Treat & Remove all mold & Mildew. Prep areas where it needed.
- Scrape off loose paint
- Prime bare wood
- Apply caulking where is crack
- Paint the trim, Siding, gutters and 3 doors
- Clean up upon completion of project.

Dry Rot Preparation:

- Demo Trim and dry rot T1-11
- Install new moisture barrier
- Install new t1-11 and new trim on the lower area of the chimney
- Clean up upon completion of project, and take to the dump

Coating

- Apply Paint . Product will be applied evenly free of drips and lap marks.
- Spray and/or brush and roll application.

Material

- Laxon XP for concrete
- Sherwin Williams Duration or Super Paint

QUALITY ASSURANCES:

- Inspections – Contractor will institute the following inspections:
 - Pre-production inspection to aid in planning and execution.
 - Post-prep inspection to ensure the surfaces are prepared properly for product adhesion and optimal protection.
 - Daily inspections by site supervisor to review work from previous day.
 - Weekly inspections by Production Manager.
 - Final inspections and Walk-through by Production Manager.
- Contractor will work to minimize and risk
- Landscaping damage caused by employees.
- Experienced painters and a company foreman will be on the job at all times to assure work of first quality.
- Contractor will conduct weekly safety meetings and ensure fall prevention protocols are adhered to.
- Contractor will communicate weekly progress reports to customer.
- Coatings to be applied per manufacturers specifications – adhering to thickness and temperature requirements.

PRICE: WA tax are not included in this price, All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Proposal for exterior Paint _____ **\$15665.00**

Proposal for exterior Dry rot repair _____ **\$3565.00**

*Inspection within 2 day of request

Additional Terms:

- A. Includes the cost of permits, Ladders, and equipment are included in this proposal_
- B. Prep prior to starting each day or event
- C. Clean-up of area daily and a thorough clean up at the conclusion of the job.

Exclusions:

- A. Not includes the WA taxes, which will be add it to the price above
- B. Any painting associated with Lead removal, interior Trim,
- C. Plants, shrubs, trees and other landscaping objects that could be damage or to be removed prior to painting by Owner or others.
- D. Restrooms
- E. Engineering or Architectural
- F. Landscaping
- G. Interior work of any kind
- H. Permits or Fees

CHANGE ORDERS: Any alteration or deviation from above specifications involving extra cost, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control.

INSURANCE: Owner to carry fire, tornado and other necessary insurance required for above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by: Velazquez Painting & Construction LLC

Notes: To begin at a mutually available date. Deposit of 25% is Requested., Balance due upon completion. “ Any alterations or deviation from above specifications involving extra cost will be executed only upon written order, and/or will become an extra charge over and above the estimate on this contract at \$55 per Men Hour(painting)(\$95 per Men hr. Carpentry).

All agreements are contingent upon strikes, accidents, or delays beyond our control”. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner. Unpaid balances shall bear interest at the rate of one and one-half percent (1-1/2%) per month and \$45.00 for resend the paper work and re-invoice. In the event suit or action, including any appeal therefore, is brought to enforce the terms of this agreement, the prevailing party shall be entitled to such reasonable attorney’s fees and costs as may be awarded by the trial and appellate courts. Signing of this proposal acknowledges receipt of Consumer Notification & Information Notice about construction liens.

Respectfully submitted by: Velazquez Painting & Construction LLC.

The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorize to do the work as specified. Payments will be made as outlined above.

Accepted by:

Signature: _____ **Date:** _____

You, Client, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of buyer’s right to cancel for an explanation of the right to cancel.

ACCEPTANCE OF PROPOSAL. I/we hereby accept the above proposal subject to the terms and conditions on the reverse hereof, which I have read, and understand that this proposal expires if not accepted within 30 days.

By _____

Date _____ Page 1 of _____ Pages Authorized Signature

READ CAREFULLY: THE FOLLOWING TERMS AND CONDITIONS APPLY TO THE PROPOSAL ON THE REVERSE SIDE OF THIS PAGE. IF ACCEPTED, THIS PROPOSAL BECOMES A LEGALLY BINDING CONTRACT UNDER THESE TERMS. By requesting or by allowing

_____ (hereinafter "Contractor" to commence the work herein, _____ agrees to these provisions whether or not the acceptance herein is signed. This is our entire agreement. Contractor's acceptance of any documents from you pertaining to the work herein shall be deemed only as a specification of the work, and will not change any provision herein or constitute additional terms herein unless expressly stated in a writing signed by the parties.

Contractor agrees to commence and complete work all work described herein and in any presently existing plans and/or specifications. Within a reasonable time. Contractor shall not be held accountable for breach of this or any other term of this agreement due to circumstances beyond Contractor's control. Corrections in the work, if any, shall be performed in accordance with those standards adopted and published by the National Association of State Contractors Licensing Agencies (NASCLA) in 2009.

There is a late charge of one and one-half percent per month, from date due, on any balance remaining unpaid over 10 days. Contractor shall be entitled to terminate all work activities on this or any other work being done for you should any amount remain due and unpaid for more than 10 days after presentation of any billing statement.

You acknowledge that changes in the scope of the work should be reduced to writing before the additional work is begun, but also acknowledge that the realities of construction often preclude drafting written change orders. Therefore, you agree that for each separate change Contractor may, in Contractor's sole discretion and without prejudice, choose either (1) not to undertake additional work beyond the original scope of the work without a written change order signed by you; or (2) not require strict adherence to written change order procedures. You shall pay any and all additional charges occasioned by changes requested or accepted by you without a written change order, required as a result of undiscovered conditions, or required by regulatory authority following the execution of this contract. You agree that actual changes in the work are prima facie evidence of your request for, acceptance of, and/or acquiescence in the changes and the price therefor. Contractor shall not be deemed to have waived any right to payment by performing such work without a written change order, and may stop work if, within 3 days of being requested to do so, you fail to ratify in writing or pay for changes you requested or accepted.

Contractor hereby assigns to you all warranties for manufactured items used as materials

herein. Where the quantity or quality of any particular method or component of construction is not specified herein, you agree that such quantities and qualities are reflected in the contract price herein based upon no greater than applicable building code requirements.

The price set out on the reverse is based upon all conditions of the land and improvement as they appeared to the eye at the time of the making this agreement. Subsequently discovered conditions which may increase the price hereof are your risk and responsibility. Where the work is remodeling: you acknowledge and agree that this contract is for improvements upon existing real property, and that building dimensions may vary through changes or deviations caused by the site, by preexisting structural conditions, or by other circumstances. You shall indicate to Contractor the corners and boundary lines of the real property herein, as well as the locations of underground wires and pipes, and shall be responsible for the accuracy thereof. You represent that existing electrical, plumbing, drainage, sewage, septic, heating and air conditioning systems are hooked up and in working order, and require no new hook ups or expansion of their capabilities, unless set out in the specifications hereunder. You shall provide Contractor free use of utilities for construction activities, complete and continuous access to the premises, and shall not interfere with Contractor's activities thereon. You shall remove any shrubs, flowers or trees which hinder the progress of work, or which might incur damage thereby. You shall remove from areas of interior construction all personal property which might hinder the progress of work, or which might incur damage thereby. Contractor shall not be held accountable to you for damage to interior personal property items or to lawns and landscaping, occasioned by construction activities herein. You acknowledge and agree that while Contractor shall make all reasonable efforts to match existing materials, textures, planes, colors, and the like, exact duplication cannot be and is not guaranteed under this contract. Unless set out on the reverse hereof, this contract does not provide for repair or replacement of undiscovered dry rot damage; bringing the rest of the existing structure up to code; changes in mechanical or electrical service or equipment; replacing old plumbing removed in the course of working on sinks, counters, tubs, showers or floors; or floor squeaks. You shall provide Contractor with all necessary access to the premises, and shall not interfere with work activities thereon. You shall hold harmless and indemnify Contractor against loss by fire and other casualty to the land and improvement, and to Contractor's tools, equipment and materials located at the work site, during the entire course of work.

Any dispute between you and Contractor shall first be mediated before the parties may enter any other dispute resolution process. The parties agree that arbitration shall be the exclusive method of adjudicating disputes not resolved by mediation. Mediation and arbitration shall be administered solely and exclusively by the "!!Why Go To Court?" private dispute resolution service (800-774-7534; www.whyygotocourt.com), and you agree to follow all administrative and dispute resolution procedures therein. The prevailing party in any collection or dispute arising out of, or in any way relating to this agreement or the work herein shall receive the additional award of all actual expenses incurred in the resolution of such dispute, including but not limited to attorney fees, expert witness fees, deposition expense, and any other expense incurred in resolving the dispute. Proof and award of such expenses shall be proved by receipt or invoice.

Contractor retains the right to deliver notices under ORS Chapter 87. Contractor retains all rights to all remedies arising hereunder, without waiver of or election against such other remedies by exercising Contractor's rights under ORS Chapter 87. By acceptance of

this proposal, you acknowledge and agree that all notices which Contractor is required by law to deliver to you are hereby delivered to you solely for the purpose of complying with the regulatory requirements therein, and that such notices are not conditions or terms of this agreement, nor shall delivery of such notices incorporate them into this agreement or modify this agreement. By signing or accepting this proposal, you acknowledge receipt of a "Consumer Protection Notice" as required by ORS 701.330(1), a "Notice of Procedure" as required by ORS 701.330(2), an "Information Notice to Owner as required by ORS 87.093, and a "CCB Recommended Contract Addendum to Satisfy Contract Terms Requirement" notice as required by OAR 812-012-0110. If this contract is made at a place other than Contractor's place of business, you acknowledge receipt of duplicate copies of a "Notice of Buyer's Right to Cancel" as required by ORS 83.730.

Page 2 of ____ Pages Initials _____

Reference: Please feel free to contact any of these references to verify my quality and character. I hope to add you to my growing list of satisfied customers

Ed Carpenter 503-784-8280 Jan Christopherson 503-368-3332
Kelli Zbinden 503-799-8351 Kevin Hadley 408-203-6744
Larry Bergeson 503-440-4168 Randy Garner 503-351-4489
Stan Gray 503-799-6248 Andy Keller 503-575-8657
Larry Farr 503-812-0088 Joe Pszeracki 503-717-5211
Rose Marie Doyle 503-459-2331 Michael Shea 505-799-1148
Garry & Sherri Phelan 503-738-5907
Scott & India Rochel 206-734-6793
Shelly Crane (Oil & Vinegar)541-961-1294
Peter Daggett 503-436-2365
Carrie Popenuk 503-320-4636 Peter & Nancy Carew 503-635-2961 503-970-7681
Sherwin Williams Rep (Pat Nicols) 503-8162817 James Fedor 714-351-8748
Jimmy Lee Stevens 432-816-9033 Wesley W Waite 432-816-6826/503-568-8589
Margie Hacking 503-436-0539 503-841-7237 Jim Matthews
Patrick Wingard 503-717-3995 Linda Seaton 503-577-7481
Mike Temer Tony De Goede 503-717-8687
Chuck Olson 907-738-3947 Ed & Gloria Matthews 503-325-6014
Ron Blin 503-717-8687 Aileen & Steve Hudgik 503-692-9206 503-360-4067
Jay Lieberman 503-717-9229 George Stacey 503-717-3700
Sally Allegaert 503-440-2772 Michael & Margi Laird
Connie Mork 503-738-7255 Hazel Seal 503-738-6119 503-440-3846
Marge Truedson 503-738-9673 Claude Stevens 503-738-5960
Ginny & John McCormack 503-738-9423 William & Joanna Winter 503-436-9725
Gary Braun 503-209-2628 Wayne Allen (Developer) 503-738-2441
James Davis 503-738-2111 Neal Cummings 503-325-7310 503-791-7963
Lue Neubecker 503-717-0153 Greg Navratil 503-738-7226
Lisa & Nathan Hankwitz 503-325-8191 Lee Bullock 503-861-0323
Scott - Ocean Lodge Motel 503-436-1509 Mary 503-481-6571
Judy Hixson 503 738 5861 Donna Byes 503-738-5960
Bill Lester 503-314-8005 US COASTGUARD 503-325-0140
Kathy & David Cate 503-325-7875 August Gatto 503-245-5804
Mike Atchison 503-738-6751 Susanne Daggett 503-436-2365
Bob Horn (Developer) From The Reserve At Gearhart 503-440-0263

Respectfully submitted by: Velazquez Painting & Construction LLC.

Accepted by:

Signature: _____ **Date:** _____

**Please visit our Webpages: vpnconstruction.com & Facebook
and give us a Review**

Thank you.

“Specializing in hand detailing your home and property on all phases of construction”.

Licensed - Insured - Bonded