
MEMO

APPROVED
11/27/2023



DATE: November 20, 2023
FROM: Matney M. Ellis
Procurement Director
TO: Board of County Commissioners
SUBJECT: Agreement – Zest Painting, LLC

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners on behalf of Tulsa County Parks and Zest Painting, LLC for the prep, repairs, and painting of the South County Recreation Center pool for the quote sum of \$18,330.56 as further described in the attached.

Respectfully submitted for your execution and approval.

MME / llm

SUBMITTED FOR: The November 27, 2023 BOCC meeting agenda.

CMF# 20231965



ZEST Painting LLC
 Tulsa, OK 74133
 918-999-9378
 www.zestpainting.com

Quote
APPROVED
 11/27/2023

CONTACT	JOB ADDRESS	QUOTE ID	DATE
Board of County Commissioners of Tulsa County	South County Recreation Center 13800 S Peoria Ave Bixby, OK 74008	22164	11/17/2023
Scott Bartel sbartel@tulsacounty.org 918-746-3780			EXPIRES 12/20/2023

Quote

Item

THIS QUOTE IS AN UPDATE TO THE INITIAL QUOTE #22127 DATED 08/26/2023, AND QUOTE #22163 DATED 11/07/2023 BASED ON OUR DISCUSSION THIS 11/16/2023.

The following changes are included;

- 'Product' line item modified - Part B, filler, surfacer, patcher, and thinner will be ordered by Zest Painting per Client's request to facilitate the process.
- Options for second coat removed upon Client's request.
- Para 16 of Terms and Conditions modified upon Client's request.
- Deposit information modified (to include material purchase).
- Options have been included to display the supplementary expenses associated with extra work and necessary products that might be needed in the event of project delays beyond Zest's control following the winter season.

General Notes

- This proposal is based on the field evaluation of the pool performed on 8/22/23.
- An acetone test has been performed on the samples taken from the pool; results confirm the existing coating is epoxy and thus compatibility with the new coating to be applied.
- The shelf life of the product is 24 months for Part A and 12 months for Part B (at recommended storage temperature). The manufacturing date of products available at the Client storage location is 08/17/2022. Part B has then exceeded shelf life. New Part B would need to be ordered to receive both Manufacturer and Zest warranties.

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- The quote includes the addition of non-skid additive to paint on entry zones (deck around ladders and zero entry area) to make them non-slip.
- Application of 2 coats is strongly recommended - see option for second coat in initial quote.

Special Conditions

- The client is responsible for supplying disposal, water and electricity to perform the work.
- This proposal is based on being able to access the entire work area at one time.
- Access to the work area and traffic control including fall safety are to be supplied by the client.

Work Schedule

Regular Business Hours.

We can also accommodate your company's schedule to ensure there is no disruption during your standard operating hours. Engaging our painting services after regular hours, on weekends, or during holidays will result in supplementary charges.

Product

\$3,343.35

System Type: Epoxy

Manufacturer, Serie: Tnemec, Hi-Build Epoxoline® | Series 66

Colors:

- Floor and walls; White
- Lane Markers and Targets; Black

** In-stock paint products (Part A) at Client's facility supplied by Client.*

Replacement Part B, filler, surfacer, patcher, thinner and non-skid sand supplied by Zest per Client's request to facilitate the process. The client will be responsible for any additional paint products that might be necessary.

Preparation

\$3,250.00

- High pressure water blast all areas with a minimum 3000-5000psi at the tip at a rate of 3-5 gal/min, utilizing an orbital tip and TSP detergent additive to remove chalk, loose paint and other contaminants (such as dirt, grease and oil)
- Flush away all cleaning solutions with clean water
- Properly dispose of all solid residue
- Install temporary coverings to adjacent surfaces to protect from staining or damage caused by preparation on painting operations

Repairs

\$4,880.00

- Scrape/sand failed coatings
 - Rout out cracks and voids
 - Clean up and properly dispose of all residue
 - Spot prime cracks and voids with a thinned (20%) coat of Tnemec Series 66
 - Repair cracks and divots using Tnemec epoxy filler, surfacer and patcher
 - Apply one spot intermediate coat of Tnemec Series 66 to all cracks and voids
-

Pool Floor and Walls \$4,338.21
Apply finish coat (1) of Tnemec Series 66 - White
Apply non-skid aggregate into the wet first coat in the zero entry zone
Apply second coat of Tnemec Series 66 - White in the zero entry zone

Racing Lanes and Targets \$1,860.25
Prep/Tape lines
Apply finish coat (1) of Tnemec Series 66 - Black

Pool Deck Entry Areas \$658.75
Apply finish coats (2) of Tnemec Series 66 - White
Apply non-skid aggregate into the wet first coat

1-Year Warranty (Pools)

Nothing is more serious to us than the quality of the work that we do, it's a part of our company culture.

We believe in using high-quality paints and professional workmanship on every project we paint.

Zest Painting offers a 1-year warranty on all paint jobs done on pools. The warranty covers chipping or peeling paint due to failed workmanship. Chalking is a normal occurrence with swimming pool paint and any warranty due to chalking would be through the manufacturer.

Deposit Information

50% down payment due upon approval.

The remaining 50% is not due until after the job is completed and you are completely satisfied.

Payable by e-transfer, cheque or cash.

*Subject to change pending additions of optional line items

Total	\$18,330.56
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Options

These items are optional additions and are not included in the total.

Item	
Use of Tnemec Special Additive to accelerate the cure rate and allow for coating application at temperatures down to 35°F	\$912.00
Necessary in case coatings have to be applied with temperatures going below 50°F (but above 35°F) during application and curing process.	

Additional Preparation Before Repairs/Painting**\$1,900.00**

Necessary in case repairs and painting cannot be completed immediately after the initial preparation work, due to circumstances beyond Zest Painting's control (i.e. unsuitable weather conditions for applying coatings).

- Soft wash all areas using TSP detergent additive.
 - Flush away all cleaning solutions with clean water.
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TERMS & CONDITIONS

1. PROJECT DESCRIPTION/SCOPE OF WORK

Please take special note of the job description. Zest Painting is not required to perform any tasks not specified in the estimate.

2. PREPARATION

Interior

- Zest Painting will cover all floors and furniture before painting.
- Small holes will be patched before painting.
- Cracks in trim will be filled before painting.
- Glossy surfaces will be cleaned and sanded before painting.

Exterior

- Zest Painting will cover all necessary areas prior to painting.
- All surfaces will be scraped/sanded to remove peeling paint.
- Primer will be applied on bare wood.
- All cracks in wood will be filled with caulking.

When the project is complete, all job sites will be cleaned prior to leaving.

3. PAINT/MATERIALS

- The estimate provided by Zest Painting includes the cost for paint and other materials (unless stated otherwise on the estimate).
- Customers must choose colors at least one week prior to the project start date. Additional charges may apply if the customer changes colors after work begins.
- All surfaces will receive two (2) coats of paint (unless stated otherwise on the estimate).
- SOME ACCENT COLORS ARE INHERENTLY LESS OPAQUE AND MAY REQUIRE MORE THAN TWO COATS TO ACHIEVE A SATISFACTORY AND UNIFORM APPEARANCE. THEREFORE, USING THESE COLORS MAY RESULT IN ADDITIONAL COSTS. IF THESE COLORS ARE SELECTED, CUSTOMERS WILL BE NOTIFIED BEFORE WORK BEGINS IN THAT AREA.

4. UNFORESEEN CONDITIONS

If any unforeseen repairs arise, the customer will be notified, and an additional work order will be written up for the customer to sign for.

5. CHANGE ORDERS

Any alteration or deviation from the specifications involving extra costs or any provision of this agreement will be effective only upon the execution of a written agreement signed by both Parties and will become an extra charge over and above the Proposal estimate.

6. PAINTING SCHEDULE

Customers will be notified of the project start date at least one week in advance. If the customer needs to reschedule, additional charges may apply. Zest Painting will not be liable to the customer for non-performance or delays due to strikes, riots, civil insurrection, severe weather conditions and other Acts of God or conditions beyond Zest Painting's reasonable control. The customer is to carry fire, tornado and other necessary insurance upon the above work.

7. CUSTOMER RESPONSIBILITY

- The job site must be clean prior to our painters arriving.
- Wall hangings must be removed prior to project start.
- The work area must be free of other trades.
- The customer must be available on the last day of the project for a thorough walk-through with the crew lead.

8. WORK STANDARD

Zest Painting is a member of the PCA (Painting Contractors Association) and follows all proper work protocol and craftsmanship per industry standards.

9. INSURANCE

Zest Painting agrees to maintain reasonable liability insurance to protect against personal injury or loss.

10. LIMITED WARRANTY

Zest Painting warranty covers labor and materials for five (5) years (unless stated otherwise on the estimate) upon completion of the project. Unless expressly excluded below all claims by the Customer under the above warranty shall be delivered to Zest Painting in writing within the time of the warranty. This warranty is not effective until Zest Painting has received payment in full from the customer under this agreement. This warranty excludes:

- Incidental damage caused by accident or abuse, normal wear and tear, temperature changes (hail, wind, snow, moisture etc.), and cracks caused by expansion.
- Breakdown of any previously applied materials or workmanship (e.g., intermediate coat peeling)
- When the Customer supplies own paint or chooses to have the job performed with MINIMAL prep work
- Extraneous factors arise (e.g., roof leaks, moisture damage, substance failure, setting, etc.)
- Painted or stained horizontal walking surfaces (deck surface, floors or steps) and mildew formation is not warranted.
- Catastrophic extraneous factors such as a flood, tornado, fire, hail, earthquake, etc. will not be covered under the Warranty, in most of these cases the damage would be covered by Clients insurance.

This warranty is transferable.

Warranty work:

- is limited to repainting of original affected area. Entire walls, fascias, eaves, etc. will not be re-coated unless over 60% of such area is failing, CUSTOM COLORS MAY CAUSE DIFFERENCES IN SHADING FROM AFFECTED AREA TO OTHER PARTS OF WALL, ETC.
- will be performed in respect to Zest Painting current schedule, but every effort will be made to perform all warranty work as soon as possible.

THERE ARE NO OTHER TERMS, CONDITIONS, COVENANTS, REPRESENTATIONS, OR WARRANTIES, EXPRESS OR IMPLIED OUT OF COMMON STATUTORY LAW, WITH REGARD TO QUALITY, QUANTITY, FITNESS, HABITABILITY OR OTHERWISE WITH RESPECT TO THIS AGREEMENT OTHER THAN THOSE WARRANTIES FROM ZEST PAINTING EXPRESSLY SET FORTH IN THIS SECTION ON ZEST PAINTING WARRANTIES.

11. CONSUMER PRODUCTS AND PERSONAL PROPERTY DISCLOSURE

The customer specifically acknowledges that Zest Painting does not provide any warranty whatsoever with regard to personal property and consumer products purchased by anybody other than the Zest Painting. IT IS UNDERSTOOD AND AGREED THAT THE MANUFACTURER'S WARRANTY SHALL BE EXCLUSIVE AS TO ALL ITEMS INSTALLED IN OR AROUND THE PROJECT WHICH ARE COVERED BY SEPARATE MANUFACTURERS' OR SUPPLIERS' WARRANTIES, WHETHER OR NOT SAID ITEMS ARE CONSUMER PRODUCTS, AND THAT ZEST PAINTING DOES NOT GIVE ANY WARRANTY, EXPRESS OR IMPLIED AS TO THE MERCHANTABILITY OR FITNESS OF SUCH ITEMS OR AS TO THEIR FITNESS FOR ANY PURPOSE.

12. CANCELLATION

The customer has the right to cancel the project, without any penalty or obligation, within three days of acceptance. Please email us to notify your cancellation.

13. ACCEPTANCE

Please indicate your acceptance of this estimate by signing. By accepting this contract, the customer acknowledges that he has read and understood the terms of this proposal.

14. PAYMENT

Customer must pay 30% deposit of total estimate price upon acceptance of the estimate. The project cannot begin until the deposit is paid. The remainder of the total will be paid upon completion of the project.

15. LATE FEE AND OTHER CHARGES

In the event Customer fails to make payment in full within 20 days of being due (i.e. payment in full is due upon completion of the work to be performed hereunder, unless other agreed in writing), Customer shall pay a one-time late fee of five (5%) percent of the unpaid balance, plus interest shall accrue at the rate of eighteen (18%) percent per annum on all unpaid amounts until paid in full. Customer shall also pay Zest Painting's attorney fees and costs to enforce this Agreement and collect such amounts. Zest Painting reserves all rights to pursue its rights and remedies under this Agreement and at law, which are cumulative, including its right to a mechanics lien.

16. OTHER TERMS AND CONDITIONS.

- This agreement constitutes the entire agreement between the Parties, and supersedes all Proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement.
- Zest Painting does not assume in this Proposal any responsibility for correction of existing code violations or the repair of any existing defects.
- Zest Painting reserves the right to withdraw this Proposal at any time, without any liability to Zest Painting.
- Zest Painting shall not be held liable for any damages to the interior or exterior of the premises on which the paint is applied or damage to any contents therein. Nor shall Zest Painting be held liable for damage to the premises due to any cause beyond its control including but not limited to fire, lightning, rain, windstorm, hailstorm, installation of antennas, or other equipment, structural fault or settlement, cracking or other failure of the roof deck, walls or foundation of the building, except as required by 15 OS 2011 Section 212 as a qualifier for both of these sections.
- Should it become necessary for Zest Painting to remove and/or install any antennas, cooling or heating appliances or other equipment, the customer understands that Zest Painting does not assume any responsibility for the performance of said equipment, whether or not such performance problems are the result of the negligent acts or omissions of the Contractor or its employees, whether or not any additional charge is made.
- Customer and Zest Painting agree that to the extent allowed by law each party will bear responsibility for their own acts or omissions. This agreement specifically pertains to any liability resulting from or due to the insufficient strength of the existing structure of the Customer's residence/building to bear weight, and from the results of any subsequent structural fault.
- If there are pets or animals at the property contracted for Zest Painting to perform work, we will do our best to ensure gates and doors are closed at all times. However, Zest Painting is not liable for the actions or whereabouts of pets or animals.

ESTIMATOR SIGNATURE

11/17/2023

DATE

APPROVED AS TO FORM

Andrew Higginbotham

Assistant District Attorney

Tulsa County – Civil Division

CUSTOMER SIGNATURE

11/27/2023

DATE

Attest:

Michael Willis, County Clerk



Quote #22164 for Board of County Commissioners of Tulsa County

Total value: \$18,330.56