

## JOB SITE

### SWWC Town Square Touchups

📍 2150 Town Square PI Building H  
Sugar Land, TX 77479  
☎️ (281) 704-2652  
✉️ ldostal@swwc.com

## PREPARED BY

### Mark Potts

Franchise Owner  
☎️ +1 (713) 444-1222  
☎️ +1 (866) 828-8648  
✉️ markpotts@certapro.com



## CLIENT

### Southwest Water Company

📍 12535 Reed Road  
Sugar Land, TX 77478  
☎️ (832) 531-1936  
✉️ ldostal@swwc.com

## CLIENT CONTACTS

Lynette Dostal  
**W:** 281.207.5816  
**M:** 832.531.1936  
**E:** ldostal@swwc.com  
12535 Reed Road  
Sugar Land, TX 77478

## PRICING:

4th Floor	\$431.83
5th Floor	\$2,193.70
<b>Subtotal:</b>	<b>\$2,625.53</b>
Texas Sales Tax	\$216.61
<b>Total:</b>	<b>\$2,842.14</b>
<b>Balance</b>	<b>\$2,842.14</b>

## SURFACE PREPARATION

- Clean surfaces prior to painting
- Fill cracks and holes in ceiling
- Fill gaps and holes in woodwork
- Scuff sand and smooth walls
- Seal knots
- Seal stains

## CLEAN UP

**Daily:** Ladders are taken down and stored in a designated area along with all other tools and supplies. All debris will be swept and removed from the property or deposited in the appropriate trash receptacle according to the customer's preference.

**Upon Completion:** All tools, supplies & equipment will be removed from the property.

## PROPOSAL AND COLOR SPECIFICATIONS

Surface/Item	Product	Paint / Primer Coats	Color
<b>4th Floor</b>			

Repair pony wall in the lobby				
A 4016 - remove anchors, patch and touch up				
A 4917 - remove anchors, patch and touch up				
Repair hallway wall opposite A 4016				
Wall outside of conference room + patch holes	SuperPaint-Acrylic Latex-Satin		2 / 0	Extra White
Repair lobby wall above window				
<b>5th Floor</b>				
Elevator lobby wall repair (2)				
Wall Accent Focus 3	SuperPaint-Acrylic Latex-Satin		2 / 0	Match gray
Wall Accent Focus 4	SuperPaint-Acrylic Latex-Satin		2 / 0	Match gray
Wall Accent Huddle Room 6	SuperPaint-Acrylic Latex-Satin		2 / 0	Match gray
Wall Accent Huddle Room 7	SuperPaint-Acrylic Latex-Satin		2 / 0	Match gray
Wall Accent Huddle Room 8	SuperPaint-Acrylic Latex-Satin		2 / 0	Match gray
Wall Accent Huddle Room 9	SuperPaint-Acrylic Latex-Satin		2 / 0	Match gray
Wall Accent Huddle Room 10	SuperPaint-Acrylic Latex-Satin		2 / 0	Match gray
Wall Accent Focus 1	SuperPaint-Acrylic Latex-Satin		2 / 0	Match gray
Wall Accent Focus 2	SuperPaint-Acrylic Latex-Satin		2 / 0	Match gray
Wall Accent Focus 13	SuperPaint-Acrylic Latex-Satin		2 / 0	Match gray
Wall Accent Focus 14	SuperPaint-Acrylic Latex-Satin		2 / 0	Match gray
Wall Accent Huddle Room 1	SuperPaint-Acrylic Latex-Satin		2 / 0	Match gray
Wall Accent Huddle Room 2	SuperPaint-Acrylic Latex-Satin		2 / 0	Match gray
Wall Accent Huddle Room 3	SuperPaint-Acrylic Latex-Satin		2 / 0	Match gray
Wall Accent Huddle Room 4	SuperPaint-Acrylic Latex-Satin		2 / 0	Match gray
Wall Accent Huddle Room 5	SuperPaint-Acrylic Latex-Satin		2 / 0	Match gray
Carolina Conference Room Patch				
Wall Accent Nexus Conference Room + Patch	SuperPaint-Acrylic Latex-Satin		2 / 0	Extra White
Wall Accent Heat Basin Conference Room + Patch	SuperPaint-Acrylic Latex-Satin		2 / 0	Extra White
Door(s)	Emerald Urethane Trim Enamel-Enamel-Semi-Gloss		2 / 0	Match

Paint hallway, side of the men's and women's bathroom doors.

Wall Accent Wittier  
Conference Room +  
Patch

SuperPaint-Acrylic Latex-Satin

2 / 0

Extra White

## NOTES

Thank you for allowing CertaPro Painters 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 Painters has a strong Operations Management team. Our Operations Manager supervises the projects for all Job Site Supervisors (JSS). Our Operation Team ensures your project is being handled as promised and proceeding on schedule to your satisfaction. A member of our Operations Team usually visits each project site at least once during the course of the project. There are times this is impossible due to project length, training classes and/or vacation.

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. If you are available when your crew has finished their work, the JSS will complete a final walk through with you to inspect the work performed. If necessary, a touch-up will be completed at this time. At the end of your project, CertaPro Painters 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 your family, friends, neighbors, and business associates.

CertaPro Painters 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.

**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 regular updates and communication, by doing things right the first time and by respecting your property and your home. We recognize that we are guests.

**WARRANTY ON ALL WORK:** We warranty all our work for 2 years against blistering and peeling. This is not just a "handshake" warranty. This is a legal document; please see the proposal for details.

\*\*\*Please note that water damage, wall cracks and nail pops are structural issues and are not painting related warranty issues\*\*\*.

**PICKING YOUR COLORS:** Most customers want the same color that exists on their property. If that is your choice, we will color match your current color(s) to the closest color within your paint Brand selected. If you are selecting the color for your project, we will need Brand of Paint, Color Name, Color Number, and Sheen that you would like us to use. Color choices should be given to CertaPro Painters no later than 1 business day before your project start date to avoid delays.

**COLOR CONSULTATION:** A complimentary 1-Hour color consultation is provided if CertaPro Painters is selected as your painting contractor. A fee of \$150.00 will be charged if a customer uses our color consultation services but does not paint with CertaPro Painters.

**ACCENT WALLS:** If a customer decides to add an accent wall any time after receipt of this proposal, an extra fee of \$75 per accent wall will be added to the pretax total, due to the additional labor and materials required.

**3rd COAT OF PAINT:** There are certain paint colors (especially bold deep colors) that require more than two (2) coats of paint to achieve proper hiding. At the time of the estimate CertaPro Painters does not know what customer's final color choice will be, therefore, should customer select one of these hard to cover colors CertaPro Painters reserves the right to amend the proposal for the additional labor and materials.

**PROJECT COMPLETION WALK THROUGH:** We follow the Painting Contractors Association (PCA) standards when completing project walk throughs with our customers. In order to determine whether a surface has been "properly painted", it shall be examined without magnification at a distance of thirty-nine (39) inches or one (1) meter, or more, under finished lighting conditions and "from a normal viewing position." The use of enhanced lighting methods (flashlights, blacklights, Halogen lights, LED illumination, Spotlights, etc.) is not an acceptable process of coating review. Any painting questions or issues that arise from this type of inspection will be dismissed and not considered a valid customer issue.

**PAYMENT METHODS:** We accept Visa, MasterCard and check. If paying with check please provide check made out to **CertaPro Painters** to the Job Site Supervisor assigned to your project. Please inform us if you are using a credit card to pay for your project prior to the start of the job. There will be a 3.5% credit card processing fee on all transactions. Contact our

office at (281) 888-6238 when payment is due.

**PAYMENT TERMS:** Payment in full is required upon project completion. For projects over \$5,000.00, an initial payment of 25% will be required at the start of your project. The balance of payment in full is due upon completion of the project. Projects not Paid in Full within 2 calendar days of completion may incur a \$50.00 late payment fee. Projects not paid in Full within 15 days of completion will incur a late fee of 1.5% of the project total. An additional 1.5% fee will be charged for each 30 day period thereafter that the project is not paid in full. It is the responsibility of our customer to contact us to pay for their project in full upon completion.

**OUR CERTAINTY SERVICES SYSTEM:** To ensure that the project meets your expectations, we will:

- Meet with you at the beginning of the project to ensure all information is up to date and accurate.
- Communicate with you during the project to inform you of progress made, next planned steps and any possible issues.
- Have you do a final inspection with us when the project is completed.

## ADDITIONAL NOTES

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**SCHEDULING:** To schedule your project, call, email or text us. You may also electronically sign a copy of this proposal via DocuSign. Our office will contact you directly (via e-mail, phone or text msg.) to discuss potential start dates. If you have any special considerations or deadlines that you need us to assist you with, please let us know and we will make special accommodations if possible. To be fair to all our customers, all projects are scheduled in the order in which a signed contract is received. We can typically start within 2 weeks.

**HIDDEN DAMAGE:** This is a proposed estimate. There can be unforeseen issues that will necessitate a revision during the project. Hidden damage that is exposed during repairs will most likely require additional time and material which will increase your cost. For example, sometimes there are Sheetrock cracks that are only be seen by painters once on tall ladders or after the first coat of paint is applied.

**CHANGE ORDERS:** There are many factors that impact the final appearance of any architectural coating and often the results cannot be determined before work begins. If this is the case, you will be advised of additional time and material that may be required to achieve the desired end result. If you decide to add work while we're onsite, a change order listing additional cost for labor and materials will be issued. The work will commence only after the change order is signed off on by you and a CertaPro representative.

**CARPENTRY:** Estimate assumes any new interior carpentry will be pre-primed prior to us painting. Any carpentry work to be done by anyone other than CertaPro must be 100% completed before CertaPro begins your project. All carpentry estimates are based on visual inspections. Pricing could change if there are non-visible items that would require additional work to complete.

**DEEP BASE COLORS:** On rare occasion, certain deep base colors (such as dark reds or chocolate browns) may require more than two coats for proper coverage or depth of tone. If after two coats, you are not satisfied with the look, we will fill out a change order and proceed to apply additional coats at \$45 per man hour and materials (if needed) to achieve your desired outcome.

**BUILDER GRADE PAINT:** On rare occasion, builder grade paint may require more than two coats for proper coverage. If after two coats, you are not satisfied with the look, we will fill out a change order and proceed to apply additional coats at \$45 per man hour and materials (if needed) to achieve your desired outcome.

**WALLPAPER REMOVAL AND WALL PREPARATION:** Wallpaper removal and the ensuing wall preparation are very unpredictable. Sometimes the wallpaper comes off easily in large sheets, while other times it needs to be chipped off inch by inch. Once the wallpaper has been removed, the condition of the walls can be in varied states: Sometimes they are fairly smooth and need a minimum amount of preparation, and sometimes they need several coats of Sheetrock compound to smooth. Because of this risk, we usually charge for time at \$45/man-hour, with a removal range of 40 – 100 square feet per hour. This document provides you with an estimate of how much time we anticipate the project to take. The wallpaper removal and wall preparation stage include pulling off the paper, removing the glue, floating the walls with compound, sanding the walls, re-floating the walls, re-sanding the walls, then priming the walls, all to arrive at a "paint ready" state.

**WALL PREPARATION:** All walls in this proposal are specified as being painted with a flat paint (unless specifically noted) and the pricing for wall preparation is based on what is visible under flat conditions, including nail pops and wall indents. If you choose a higher sheen, such as Matte finish, Eggshell or Satin it is possible that other wall imperfections may become visible.

**MORE THAN 4 COLORS:** This proposal assumes you will choose no more than 4 colors in total. For example, this includes two wall colors, a ceiling color and a trim color. There will be an upcharge of \$40.00 per additional color chosen above 4 colors.

**SHEEN:** Flat is the default sheen that is used in the proposal. CertaPro is happy to make recommendations on the appropriate sheen based upon the customer's needs. Sheens all have advantages and disadvantages. Flat is typically the best at reflecting the least amount of light and hiding imperfections in the walls/ceilings. Eggshell/Satin are used interchangeably.

Eggshell/Satin can be scrubbed but is harder to touch up and tends to accentuate imperfections in the sheetrock. Satin or higher sheen will require two coats for proper finish. Semi-gloss is our default for all trim/doors/cabinets/window sills. Please note that Satin or higher sheen will require two coats for proper finish.

**WALLS WITH EXISTING SHEEN HIGHER THAN FLAT:** Walls that currently have a sheen higher than flat (such as Matte, Eggshell, Satin, Semi-Gloss, Gloss), that require wall repair (spackling, sanding and spot priming) will also require a full primer coat UNLESS the new top coat paint is flat. Anything other than flat (without a full primer coat) will show flashing in the areas the walls have been repaired and spot primed. This would make the re-worked areas look patchy.

**NAIL HOLES:** If you would like a nail to remain in the same location, please leave it in its place. You will simply be able to replace your picture frames once the paint dries. If you prefer to have the nail hole filled, simply remove the nail and we will be sure to fill it prior to painting.

**CEILINGS:** Our standard proposal for ceilings is one coat with an option for a second coat. In most cases, one coat will give good coverage and appearance. You will more than likely need two coats if you have any of the following conditions:

1. Heavy texture (i.e. popcorn) that requires more paint to cover.
2. Changing ceiling colors.
3. Significant ceiling drywall repair.
4. Changing sheen to anything other than flat.
5. Changing from our standard ceiling paint.

**BASEBOARDS:** Carpet may get paint on it if we are painting the baseboards. We can paint higher up, but you may see the paint line.

**PRICING:** This proposal is your invoice and payment is due upon completion of the project. If we list the price by room, this pricing assumes that we will paint all the rooms in the proposal.

## SIGNATURES



Feb 09 2024

CertaPro Painters Authorized  
Signature  
Assistant



Feb 09 2024

Authorized Client Signature

Date

Lynette Dostal

Executive

Authorized Client Representative Name & Title  
SouthWest Water Company

Client

## PROPERTY PHOTO AND VIDEO RELEASE

By checking this box, I consent to CertaPro Painters®, its employees, franchisees, representatives, agents, and affiliates (collectively "CertaPro"), taking photographs and video of the property identified in this Proposal (the "Content"). I irrevocably authorize CertaPro to use, copyright, and publish the Content in any media format and agree to release CertaPro from any liability associated with its use of the Content. I represent and warrant that I have the legal capacity to agree to such release, either on my own behalf or on behalf of the property's owner. I acknowledge CertaPro is not responsible for any unauthorized third-party uses of the Content and waive any rights that I, or the property's owner, may have in connection with the Content.

Customer Initials

Date

## PAYMENT DETAILS

**Payment is due:** In full upon job completion

## 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 **Mark Potts**

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.

- o structural defects.
- o settling or movement.
- o moisture content of the substrate.
- o abrasion, mechanical damage, abrasive cleaning, abuse or damage resulting from use of chemicals or cleaning agents or exposure to harmful solids, liquids or gases.
- o 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.