

JOB SITE

City of Whitewater - Comm-Int - JOB-1389-1984

580 S Elizabeth St  
Whitewater, Wisconsin 53190  
(262) 473-0122  
kboehm@whitewater-wi.gov

PREPARED BY

Kevin Klein  
Commercial Sales Associate  
414-507-1564  
kklein@certapro.com



CLIENT

City of Whitewater

580 Elizabeth Street  
Whitewater, WI 53190

(262) 473-0122  
kboehm@whitewater-wi.gov

CLIENT CONTACTS

Kevin Boehm  
M: (262) 473-0122  
E: kboehm@whitewater-wi.gov

PRICING:

Base Price:	\$59,881.03
<b>Subtotal:</b>	<b>\$59,881.03</b>
<b>Total:</b>	<b>\$59,881.03</b>
Deposits Due	\$19,940.38
<b>Balance</b>	<b>\$39,940.65</b>

GENERAL SCOPE OF WORK

For the prices listed below, CertaPro Painters™ of Milwaukee | Waukesha | Madison | Rockford will furnish all equipment, material, and labor to perform the following scope of work:

RE: Men, Woman's, and Family locker rooms (Based on 2120 Square Feet and 690 Lineal Feet 6" Base

- Remove all loose and unsound floor tile and base tile.
- Mechanically prep existing remaining sound tile surface to create a rough, tenacious bond.
- Saw-cut and key along adjacent flooring and around drains to lock in finished floor.
- Install new 6" cove base terminated by non-rusting zinc termination strip around perimeter of rooms.
- Install Sika Master Builders SRS Quartz Flooring System designed for going over tile @ approx. 3/16" thickness and per manufacturer's installation instructions.

**Total Project Cost: \$59,885.00**

Project Notes:

33% down payment required prior to mobilization, remainder upon completion.

Condition Notes:

1. Power, water, lighting, and dumpster to be provided by Owner.
2. Owner must stop all leaks (water, oil, etc.).
3. Work area must be clear of all moveable equipment, materials, etc., and kept free of all traffic until three (3) hours after work is complete, unless otherwise communicated.
4. Floor will follow existing contour unless otherwise indicated.
5. Weekend and holiday installation may require overtime labor costs.
6. Price includes either acid or mechanical preparation and does not reflect special removal procedures required for curing membranes.
7. Foodstuffs contaminated by product odor during floor installation are not the responsibility of contractor.
8. It is the Owner's responsibility to guarantee that all materials delivered to the job site must be stored in a dry, warm (65°F) location.
9. The heating and ventilation system must be installed for a minimum of two weeks prior to our arrival.
10. This contractor cannot be responsible for hydrostatic or vapor pressure above 3 psi.
11. Any alterations or deviation from the above specifications involving extra materials or labor will become an extra charge over and above the proposed price and will add time to the work period.
12. All materials on site are the property of the Owner for insurance and billing purposes.
13. Contractor cannot be responsible for Owner's possessions on the job site.
14. There will be a 1 1/2% monthly charge on any unpaid balances. Any costs incurred by this contractor in collecting due payments, including reasonable attorney's fees, will be paid by the Owner.
15. The contractor will not be held responsible for any delay in the progress of the work by extras, strikes, accidents or other delays beyond our control.
16. If a textured finish is requested, it must be cleaned by conventional brush or power washing, not mopping.
17. Area to be broom-swept by others upon our arrival.

All material is guaranteed to be as specified. The above-described work will be in accordance with the drawings and specifications submitted for the project and completed in a workmanlike manner.

This proposal may be withdrawn if not accepted within 30 days.

Lockers will be powder coated before we arrive for flooring. Cover and protect newly painted lockers.

INCLUDES AND EXCLUDES

EXCLUDES:

- Any surface not expressly listed or included in the proposal.

SET-UP

CUSTOMER TO:

Allow clear access to work areas.

CERTAPRO WILL COVER & PROTECT

Surfaces Not to be Painted

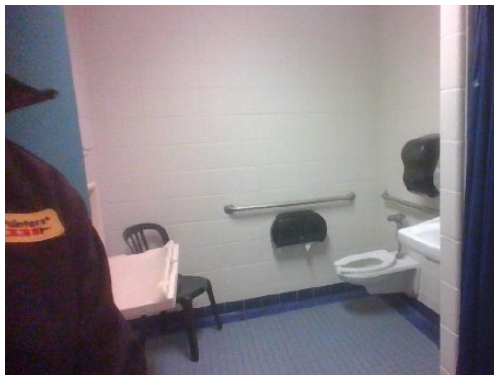
CERTAPRO WILL

Maintain a clean work area for the duration of the project. , Remove and return light switch plates and outlet covers once painting is complete.

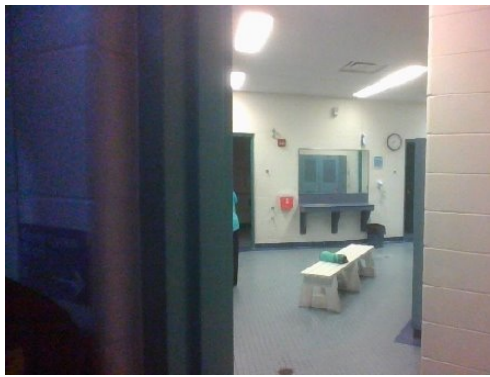
PROPOSAL AND COLOR SPECIFICATIONS

Surface/Item	Product	Paint / Primer Coats	Color
Family room			
mens and womens lockers			
Polyurea Floor - 1/4" Flake			

## ADDENDUM - ALL PICTURES



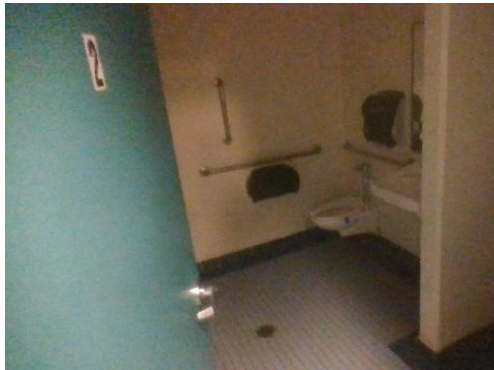
Family room



Family room



Family room



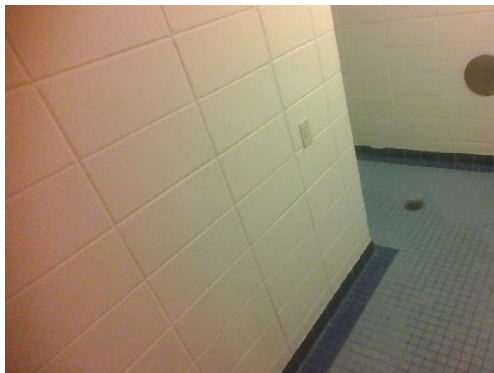
Family room



Family room



mens and womens lockers



mens and womens lockers

## NOTES

### Surface Preparation:

It is standard practice to repair minor nail holes, typically under 1/4", on walls and ceilings prior to painting. If you would like any wall or ceiling blemishes, cracks, nail pops, tape failures, larger holes or texture spots repaired, this is considered above standard surface preparation. We can perform these repairs at a time and material (T&M) rate of \$80/man hour, unless stated otherwise on this contract. Please note, all material is marked up to cover our collateral costs.

If T&M work is being done as the only service provided of the contract, all labor will be charged as "port to port", or from when our worker(s) leaves the shop to the when our worker(s) returns to the shop.

### Pre-Job Preparation:

In order to ensure the efficient completion of your project, we require that the customer be responsible for moving ALL furniture, objects, items or personal property away from or off of the surfaces being painted prior to our arrival on site. Failure to do so may result in additional charges and/or a delay in the start of the project. Any additional charges would be billed at an hourly rate of \$80/man hour.

### 3rd Coats of Paint:

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

## ADDITIONAL NOTES

### Safety:

CertaPro Painters requires and practices safe working conditions for our customers and staff. CertaPro Painters practices the following safety procedures; including but not limited to: Occupational Safety & Health Administration (OSHA), Environmental Protection Agency (EPA), & Department of Health Services (DHS). In the event you ever witness a CertaPro Painters crew member not following safe practices please immediately call 414-364-0454.

Payment Methods:

We accept checks and credit cards. The credit cards we accept are Visa & MasterCard. There is a 3% convenience fee per credit card payment. If paying with a check, please make it out to "CertaPro Painters" and provide to the Job Site Supervisor assigned to your project. If paying with a credit card, please complete the credit card authorization form and provide to your Job Site Supervisor.

Payment Terms:

- **\$0-\$4,999:** No deposit required -- balance due upon completion
- **\$5,000-\$49,999:** 1/3 down payment -- balance due upon completion
- **\$50,000+:** 1/3 down payment -- 1/3 due upon 50% completion -- balance due upon completion (Net payment terms available, subject to credit approval)

SIGNATURES

<div></div>		<div></div>	
CertaPro Painters Authorized Signature	Date	Authorized Client Signature	Date
		Authorized Client Representative Name & Title	
		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
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PAYMENT DETAILS

Payment is due: In full upon job completion

THE CERTAINTY PLEDGE®

Schedule & Routine

- us and tsr. will be bidding.
- Completed by 2024. remove tila and install. option.

Site

- Door 11 park near that area.
- Next to fainy room- utility closet. USe our trailers for power.

Ongoing Communication

- Emnail is best,

LIEN NOTICE: AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CLAIMANT (ALSO DESCRIBED HEREIN AS "SELLER") HEREBY NOTIFIES OWNER (ALSO DESCRIBED HEREIN AS "BUYER") THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CLAIMANT, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CLAIMANT AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

SUB-CONTRACTORS -- The contracting party (CertaPro Painters™) reserves the right to engage and utilize subcontractors for the fulfillment of obligations outlined within this agreement. The engagement of subcontractors shall be subject to the contracting party's sole discretion and shall not absolve the contracting party from its primary responsibilities under this agreement. The contracting party shall remain fully accountable for the actions, performance, and deliverables of any subcontractor employed. The contracting party shall ensure that subcontractors adhere to the terms, conditions, and quality standards set forth in this agreement.

LIFT EQUIPMENT -- CertaPro Painters may utilize lift equipment during the project and shall not be held responsible for minor damages to the landscape resulting from its use. Minor damages may include, but are not limited to, superficial marks, temporary imprints or minimal disruptions. CertaPro Painters shall, however, take reasonable precautions to minimize such damages to the extent possible.

MARKETING DISCLOSURE -- CertaPro Painters™ will, at times, use comments and pictures of customers' homes for marketing purposes such as, but not limited to, Facebook, LinkedIn, Instagram, other social media apps, websites, printed material and other marketing material. If you would like to opt out, please inform your estimator to note so in the contract.

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 Painters™ of Milwaukee | Waukesha | Madison | Rockford**

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.