

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

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**SERVICES CONTRACT  
FOR  
BERRY SPRINGS PARK HOUSE  
INTERIOR & EXTERIOR PAINTING  
(Parks Department)**

(NMCB, Inc. d/b/a CertaPro Painters of Northern Central Texas)

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**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, and the Texas Health & Safety Code.**

THIS CONTRACT is made and entered into by and between **Williamson County, Texas (hereinafter “The County”)**, a political subdivision of the State of Texas, acting herein by and through its governing body, and **NMCB, Inc. d/b/a CertaPro Painters of Northern Central Texas (hereinafter “Service Provider”)**, 40209 Industrial Park Cir, Suite 103, Georgetown, TX 78626 (512-868-6878). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

**I.**

**Services:** Service Provider shall provide services *as an independent contractor* [for tile replacement at the Berry Springs Park House] pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

**As described in the attached Statement of Work/Quote(s), which are dated 25, 2022 (Job #: [REDACTED]) and January 26, 2022 (Job #: [REDACTED]) and incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in Exhibit(s) “A,” such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the

amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

## II.

**Effective Date and Term:** This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph X below.

## III.

**Consideration and Compensation:** Service Provider will be compensated based as set forth in Exhibit(s). Any changes must be made by a change order or amendment and approved by the Williamson County Commissioners Court. **The not-to-exceed amount shall be \$4,094.28 (interior) and \$1,791.75 (exterior) for a total not-to-exceed amount of \$5,886.03.** Any change orders are subject to approval by the Williamson County Commissioners Court.

**Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.**

## IV.

**Insurance:** Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

**Type of Coverage**

**Limits of Liability**

- a. Worker's Compensation Statutory
- b. Employer's Liability
  - Bodily Injury by Accident \$500,000 Ea. Accident
  - Bodily Injury by Disease \$500,000 Ea. Employee
  - Bodily Injury by Disease \$500,000 Policy Limit
- c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability <i>(including premises, completed operations and contractual)</i>	\$ 500,000	\$ 500,000
Aggregate policy limits:	\$1,000,000	

Service Provider, as an independent contractor, meets the qualifications of an “Independent Contractor” under Texas Worker’s Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker’s compensation coverage. Contactor shall not be entitled to worker’s compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

**V.**

**Entire Contract & Incorporated Documents:** This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

- A. As described in the attached Statement of Work/Quote(s), which are dated 25, 2022 (Job #: [REDACTED]) and January 26, 2022 (Job #: [REDACTED]) and incorporated herein as if copied in full; and
- B. Any required insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

## VI.

**No Agency Relationship & Indemnification:** It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

## VII.

**INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

## VIII.

**No Waiver of Sovereign Immunity or Powers:** Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

## IX.

**Compliance with All Laws:** Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

## X.

**Termination:** This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

## XI.

**Venue and Applicable Law:** Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

## XII.

**Severability:** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

## XIII.

**Right to Audit:** Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XIV.

**Confidentiality:** Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XV.

**Good Faith:** Service Provider agrees to act in good faith in the performance of this Contract.

XVI.

**No Assignment:** Service Provider may not assign this Contract.

XVIII.

**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of The County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

**WILLIAMSON COUNTY:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_, 2022

**SERVICE PROVIDER:**

NMCB, Inc by:  
*Gregg A. Wilde* President  
\_\_\_\_\_  
Authorized Signature

*Gregg A. Wilde*  
\_\_\_\_\_  
Printed Name

Date: *March 28*, 2022

**Exhibit(s)**

As described in the attached Statement of Work/Quote(s),  
which are dated 25, 2022 (Job #: [REDACTED]) and  
January 26, 2022 (Job #: [REDACTED]) and  
incorporated herein as if copied in full.



**JOB SITE**

**Berry Springs Park House**

1801 County Road 152  
Georgetown, TX 78626  
(512) 966-5000  
mpettigrew@wilco

**PREPARED BY**

**Nathan Barron**

(254) 592-1440  
nbarron@certapro.com



**CLIENT**

**Berry Springs Park and Preserve**

1801 County Road 152  
Georgetown, TX 78626  
(512) 966-5000  
mpettigrew@wilco.org

**CLIENT CONTACTS**

Mark Pettigrew  
**M:** (512) 966-5000  
**E:** mpettigrew@wilco.org  
1801 County Road 152  
Georgetown, TX 78626

**PRICING:**

Base Price:	\$4,094.28
<b>Subtotal:</b>	<b>\$4,094.28</b>
<b>Total:</b>	<b>\$4,094.28</b>
<b>Balance</b>	<b>\$4,094.28</b>

**GENERAL SCOPE OF WORK**

This proposal includes painting the walls, door frames, window sills, baseboards and ceilings throughout the interior of the home. All areas will be painted in a color to closely match with one coat of paint. Additionally, this proposal includes one repair spot on the wall in the living room and one repair in the living room ceiling. This area will need to have the tape removed before being taped again, floated and textured to closely match before being painted. Prep to include covering floors and filling all nail holes before painting. This proposal does not include painting any closets or doors, nor does it include any unlisted repairs.

**CLEAN UP**

To be completed in full daily and in upon job completion. All ladders down and stacked- Tools & equipment stored properly each evening in acceptable, safe location determined by the customer and the Site Manager. We clean up daily and upon completion to make sure your property is "presentable" and perform a full clean-up when we are

complete (including sweeping and vacuuming paint chips). The procedures performed to properly clean your house may create literally thousands of very small paint chips that are near impossible to fully cleanup.

## PROPOSAL AND COLOR SPECIFICATIONS

Surface/Item	Product	Paint / Primer Coats	Color
<b>Bedroom</b>			
Ceiling	AcryPlex-Latex-Eg-Shel	1 / 0	Match
Walls	AcryPlex-Latex-Eg-Shel	1 / 0	Match
Window Frame(s)	DuraPoxy HP-Urethane Modified-Semi-Gloss	1 / 0	Match
Door Frame(s)	DuraPoxy HP-Urethane Modified-Semi-Gloss	1 / 0	Match
Baseboard	DuraPoxy HP-Urethane Modified-Semi-Gloss	1 / 0	Match
<b>Hall</b>			
Ceiling	AcryPlex-Latex-Eg-Shel	1 / 0	Match
Walls	AcryPlex-Latex-Eg-Shel	1 / 0	Match
Door Frame(s)	DuraPoxy HP-Urethane Modified-Semi-Gloss	1 / 0	Match
Baseboard	DuraPoxy HP-Urethane Modified-Semi-Gloss	1 / 0	Match
<b>Hall bath</b>			
Ceiling	AcryPlex-Latex-Eg-Shel	1 / 0	Match
Walls	AcryPlex-Latex-Eg-Shel	1 / 0	Match
Door Frame(s)	DuraPoxy HP-Urethane Modified-Semi-Gloss	1 / 0	Match
Baseboard	DuraPoxy HP-Urethane Modified-Semi-Gloss	1 / 0	Match
<b>Kitchen</b>			
Ceiling	AcryPlex-Latex-Eg-Shel	1 / 0	Match
Walls	AcryPlex-Latex-Eg-Shel	1 / 0	Match
Window Frame(s)	DuraPoxy HP-Urethane Modified-Semi-Gloss	1 / 0	Match
Door Frame(s)	DuraPoxy HP-Urethane Modified-Semi-Gloss	1 / 0	Match
Baseboard	DuraPoxy HP-Urethane Modified-Semi-Gloss	1 / 0	Match
<b>Living room</b>			
Ceiling	AcryPlex-Latex-Eg-Shel	1 / 0	Match
Walls	AcryPlex-Latex-Eg-Shel	1 / 0	Match

Window Frame(s)	DuraPoxy HP-Urethane Modified-Semi-Gloss	1 / 0	Match
Door Frame(s)	DuraPoxy HP-Urethane Modified-Semi-Gloss	1 / 0	Match
Baseboard	DuraPoxy HP-Urethane Modified-Semi-Gloss	1 / 0	Match

### Master bathroom

Ceiling	AcryPlex-Latex-Eg-Shel	1 / 0	Match
Walls	AcryPlex-Latex-Eg-Shel	1 / 0	Match
Door Frame(s)	DuraPoxy HP-Urethane Modified-Semi-Gloss	1 / 0	Match
Baseboard	DuraPoxy HP-Urethane Modified-Semi-Gloss	1 / 0	Match

### Master bedroom

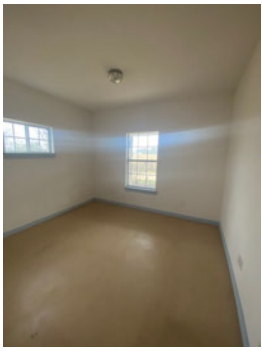
Ceiling	AcryPlex-Latex-Eg-Shel	1 / 0	Match
Walls	AcryPlex-Latex-Eg-Shel	1 / 0	Match
Window Frame(s)	DuraPoxy HP-Urethane Modified-Semi-Gloss	1 / 0	Match
Door Frame(s)	DuraPoxy HP-Urethane Modified-Semi-Gloss	1 / 0	Match
Baseboard	DuraPoxy HP-Urethane Modified-Semi-Gloss	1 / 0	Match

### Office

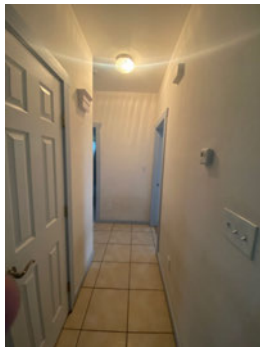
Ceiling	AcryPlex-Latex-Eg-Shel	1 / 0	Match
Walls	AcryPlex-Latex-Eg-Shel	1 / 0	Match
Door Frame(s)	DuraPoxy HP-Urethane Modified-Semi-Gloss	1 / 0	Match
Baseboard	DuraPoxy HP-Urethane Modified-Semi-Gloss	1 / 0	Match

### ADDENDUM - ALL PICTURES

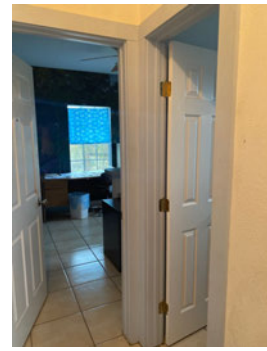
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Bedroom



Hall



Hall



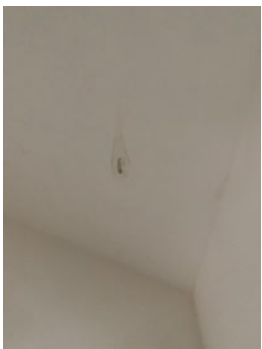
Hall bath



Kitchen



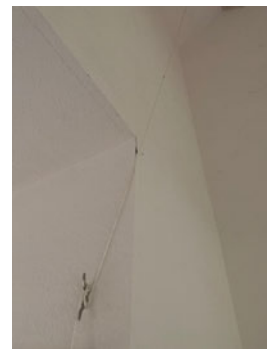
Living room



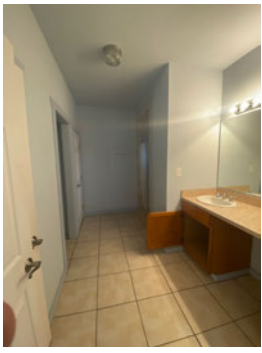
Living room



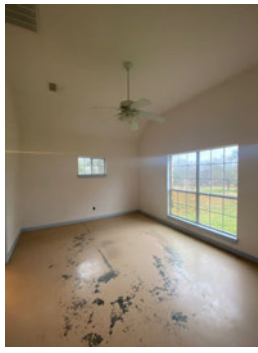
Living room



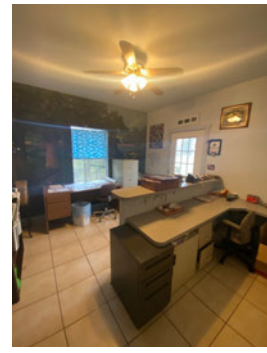
Living room



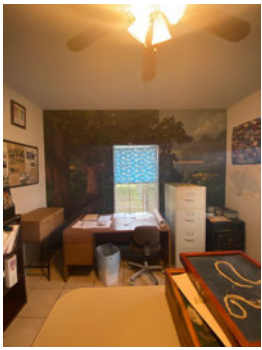
**Master bathroom**



**Master bedroom**



**Office**



**Office**

## **NOTES**

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Thank you for allowing CertaPro 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. 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 and then do a final walk through with you to inspect the work performed when the crew has finished their work and if necessary finish the final touch ups. CertaPro Painters at the end of your project 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 other businessmen, your family, friends and neighbors.

CertaPro 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 daily updates and excellent 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 back of proposal for details. \*\*\*Please note that water damage, caulk cracking and nail pops are structural issues, and are not painting related warranty issues\*\*\*. CertaPro Painters would be honored to be awarded your painting project!

This offer is valid for 60 days.

### ADDITIONAL NOTES

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#### ACCENT WALLS:

If a customer decides to add an accent wall anytime after receipt of this proposal, an extra fee of \$100 per Accent Wall will be added to the 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.

#### PAYMENT METHODS:

We accept checks and credit cards. We have included a 3% discount in the price for cash or check payment. If paying by credit card, we will add back 3% to the total. The credit cards we accept are Visa & MasterCard, and American Express. If paying with check please provide check made out to CertaPro Painters to the Job Site Supervisor assigned to your project. If paying by credit card please contact our office at 512-868-6878.

#### PAYMENT TERMS:

No deposit is needed, unless the job is over \$5000.00. If over \$5000, we will collect 50% of the job, when more than 1/2 finished.

### SIGNATURES

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01/25/2022

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CertaPro Painters  
Authorized Signature

Date

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Authorized Client Signature      Date

---

Authorized Client Representative Name &  
Title

---

Client

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### PAYMENT DETAILS

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

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## 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 Northern Central Texas**

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DATE OF TRANSACTION \_\_\_\_\_

NOT LATER THAN MIDNIGHT OF \_\_\_\_\_

I HEREBY CANCEL THIS TRANSACTION

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(Buyer's Signature)

(Date)

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## LIMITED TWO YEAR WARRANTY

Subject to the limitations 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, re-painting, or re-painting 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 a paint 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:
  - marring 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, a terrorist act, 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 extent 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.



We proudly feature Sherwin-Williams paints and stains.

**JOB SITE**

**Berry Springs Park and Preserve Comm-Ext**

1801 County Road 152  
Georgetown, TX 78626  
(512) 966-5000  
mpettigrew@wilcc

**PREPARED BY**

**Nathan Barron**  
(254) 592-1440  
nbarron@certapro.com



**CLIENT**

**Berry Springs Park and Preserve**  
1801 County Road 152  
Georgetown, TX 78626  
(512) 966-5000  
mpettigrew@wilco.org

**CLIENT CONTACTS**

**PRICING:**

Base Price:	\$1,791.75
<b>Subtotal:</b>	<b>\$1,791.75</b>
<b>Total:</b>	<b>\$1,791.75</b>
<b>Balance</b>	<b>\$1,791.75</b>

**GENERAL SCOPE OF WORK**

This proposal includes painting the fascia, soffit, siding, door frames, porch ceilings and the attic vent around the exterior of the home. All areas will be painted with one coat of paint in a color to closely match with a satin sheen finish. Prep to include power washing all surfaces to be painted and caulking all areas where the caulk is failing at no additional cost. This proposal does not include painting any unlisted areas nor does it include any repairs.

**SURFACE PREPARATION**

**STANDARD LEVEL OF PREP**

Unless stated otherwise in pictures and/or text in this proposal, this project is priced to include our standard level of prep. This includes the following:

- Wash or wipe down surfaces being painted.
- Scrape and sand loose and peeling paint. Please Note\*\* Scraping and sanding will not result in a smooth finish. There will be ups and downs where paint was removed.
- Spot priming bare wood and metal in areas being painted. We do not spot prime areas being stained.
- Window glazing if we are painting windows.
- Puttying, caulking, and wood filling as needed. We only caulk areas that were previously caulked and are missing or failing. We only remove caulking that is failing.

- Masonry Patching where needed. Please Note\*\* Masonry patching will not mimic the current texture of the masonry surface.

This level of prep DOES NOT include (Unless specified otherwise in this proposal) the following:

- Wood replacement
- Fixing imperfections that require feather sanding and bondo application.
- Full recaulking if caulk is not failing or missing.
- Resculpting trim and siding where damaged.
- Stripping existing surface coating.

**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. Wood rot will be repaired with customer's approval on time & material basis. Labor rate is \$55.00 /Man Hour. Material is billed from supplier's invoice plus 20% for handling. If securing owner's approval proves to be a lengthy process CertaPro reserves the right to proceed with the repair work without approval. This is done for the sake of expediency, economy and to avoid damage resulting from adverse weather conditions that may be upon us if approval was not secured in a timely manner and the work was left exposed to the elements. The carpentry man-hours and material stated below are approximate and may vary either way depending on the extent of wood rot that cannot be fully determined from ground level at the time of the estimate.

**PROPOSAL AND COLOR SPECIFICATIONS**

Surface/Item	Product	Paint / Primer Coats	Color
<b>Front</b>			
Soffit	SuperPaint-Acrylic Latex-Satin	1 / 0	Match
Door Frame(s)	SuperPaint-Acrylic Latex-Satin	1 / 0	Match
Porch Ceiling	SuperPaint-Acrylic Latex-Satin	1 / 0	Match
Wash			
<b>Left</b>			
Soffit	SuperPaint-Acrylic Latex-Satin	1 / 0	Match
Hardie Plank - Airless Spray	SuperPaint-Acrylic Latex-Satin	1 / 0	Match
Door Frame(s)	SuperPaint-Acrylic Latex-Satin	1 / 0	Match
Window(s)	SuperPaint-Acrylic Latex-Satin	1 / 0	Match
Porch Ceiling	SuperPaint-Acrylic Latex-Satin	1 / 0	Match
Wash			
<b>Rear</b>			
Soffit	SuperPaint-Acrylic Latex-Satin	1 / 0	Match

Door Frame(s)	SuperPaint-Acrylic Latex-Satin	1 / 0	Match
Porch Ceiling	SuperPaint-Acrylic Latex-Satin	1 / 0	Match
Wash			
<b>Right</b>			
Soffit	SuperPaint-Acrylic Latex-Satin	1 / 0	Match
Window(s)	SuperPaint-Acrylic Latex-Satin	1 / 0	Match
Door Frame(s)	SuperPaint-Acrylic Latex-Satin	1 / 0	Match
Hardie Plank - Airless Spray	SuperPaint-Acrylic Latex-Satin	1 / 0	Match
Wash			

**ADDENDUM - ALL PICTURES**



Front



Left



Rear



Right

## NOTES

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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 daily to inform you of what has been completed, what will be done tomorrow and any possible issues.
- And finally, have you do a final inspection with us to make sure that you are completely satisfied with the completed project.

## ADDITIONAL NOTES

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### PICKING YOUR COLORS

To pick your colors, please go to the nearest Sherwin Williams paint store. We will need to color name, color number, and sheen that you would like us to use. Color choices should be given to CertaPro no later than 5 days before your projects start date to avoid delays.

### ROTTING WOOD

If rotted wood is identified during the painting project, you will be notified. It is not always possible to identify rotting wood during the estimating process.

## SIGNATURES

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\_\_\_\_\_  
CertaPro Painters  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Client Representative Name &  
Title

\_\_\_\_\_  
Client

## PAYMENT DETAILS

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

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## 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 Northern Central Texas**

DATE OF TRANSACTION \_\_\_\_\_

NOT LATER THAN MIDNIGHT OF \_\_\_\_\_

I HEREBY CANCEL THIS TRANSACTION

\_\_\_\_\_  
(Buyer's Signature)

\_\_\_\_\_  
(Date)

### LIMITED TWO YEAR WARRANTY

Subject to the limitations 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, repaint, 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 a paint 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:
  - moisture 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, a terrorist act, 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 extent 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.