

**VILLAGE OF VERNON HILLS  
ORDINANCE 2021-120**

**AN ORDINANCE AUTHORIZING APPROVAL TO WAIVE THE COMPETITIVE BIDDING PROCESS AND AWARD A CONTRACT TO CERTA PRO PAINTERS TO PERFORM PAINTING AT THE POLICE DEPARTMENT, COMMUNICATIONS CENTER, VILLAGE HALL, ARBORTHEATER, VHAC, AND METRA BUILDINGS FOR AN AMOUNT NOT TO EXCEED \$100,000**

**WHEREAS**, the Village of Vernon Hills, County of Lake, State of Illinois (*“the Village”*) is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

**WHEREAS**, the Village of Vernon Hills owns and maintains multiple buildings and facilities including the Police Department, Communications Center, Village Hall, Arbortheater, VHAC, and Metra Station; and

**WHEREAS**, staff delineated a total of \$122,000 within the various FY2022 budget accounts for contractual painting at said locations; and

**WHEREAS**, the scope of work for each location will include painting of the following areas; and

<b>Police Dept.</b>	Exterior: Trim, Light Poles, Generator, Dumpster Enclosure Interior: Sally Port, Booking Area Walls & Floors
<b>Comm. Center</b>	Exterior: Fencing & Enclosures
<b>Village Hall</b>	Exterior: Siding, Cell Tower & Dumpster Enclosures, Bollards, Doors, Stairway, Front Pillars, Fence
<b>Arbortheater</b>	Exterior: Washrooms, Light Poles & Bollards, Trash Cans, Benches, Tables, Bike Racks
<b>VHAC</b>	Exterior: Washrooms, Concessions, Dugouts, Netting Poles, Field Signs, Gazebo, Split Rail Fences, Portalet Enclosures Interior: Walls and Epoxy Floor
<b>Metra</b>	Exterior: Main Building, Shed, Cell Tower Enclosure, Benches, Bike Racks, Wind Shelters, Rte. 45 Sign

**WHEREAS**, staff sought proposals from three contractors who specialize in professional painting services with LMG Painting providing the lowest proposal for the amount of \$90,000.00 and CertaPro Painters providing the second lowest proposal for the amount of \$99,193.83; and

<u>LMG Painting</u>	<u>\$90,000.00</u>
<u>CertaPro Painters</u>	<u>\$99,193.83</u>
<u>Drake Painting</u>	<u>\$124,620.00</u>

**WHEREAS,** LMG Painting is unable to meet the Village's insurance requirements based on the scope of work; and

**WHEREAS,** staff recommends the contract be awarded to the second lowest bidder, CertaPro Painters; and

**WHEREAS,** CertaPro Painters has provided the Village with quality service in the past and has proven to be a reliable and dependable source; and

**WHEREAS,** a contingency amount of \$806.17 will be available for any unanticipated expenditures; and

**WHEREAS,** expenditures over \$25,000 require Board of Trustee approval.

**NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1: EXECUTION OF AGREEMENT:** The Village Manager is hereby authorized to execute all documents required for professional painting services to be performed by CertaPro Painters at the Police Department, Communications Center, Village Hall, Arbortheater, VHAC, and Metra Station.

**SECTION 2: AUTHORIZATION & RELEASE OF PAYMENT:** The Finance Director is hereby authorized to make payments to CertaPro Painters for an amount not to exceed \$100,000.

**SECTION 3: EFFECTIVE DATE:** This Ordinance shall be in full force and effect from its passage and approval.

**SECTION 4: ORDINANCE NUMBER:** This Ordinance shall be known as Ordinance Number 2021-120.

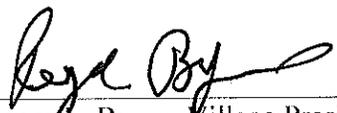
Dated the 5<sup>th</sup> of October, 2021

Adopted by roll call votes as follows:

AYES: 6 – Takaoka, Marquardt, Forster, Schenk, Koch, Byrne

NAYS: 0 - None

ABSENT AND NOT VOTING: 1 - Oppenheim

  
\_\_\_\_\_  
Roger L. Byrne, Village President

PASSED: 10/05/2021  
APPROVED: 10/05/2021  
ATTEST: 10/05/2021

  
\_\_\_\_\_  
Kevin Timony, Village Clerk



VILLAGE OF VERNON HILLS

ORDINANCE NO. 2021-120

AN ORDINANCE AUTHORIZING APPROVAL TO WAIVE THE COMPETITIVE BIDDING PROCESS AND AWARD A CONTRACT TO CERTA PRO PAINTERS TO PERFORM PAINTING AT THE POLICE DEPARTMENT, COMMUNICATIONS CENTER, VILLAGE HALL, ARBORTHEATER, VHAC, AND METRA BUILDINGS FOR AN AMOUNT NOT TO EXCEED \$100,000

THE 5<sup>th</sup> DAY OF OCTOBER 2021

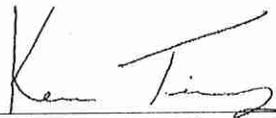
Published in pamphlet form by the Authority of the President and Board of Trustees of the Village of Vernon Hills, Lake County, Illinois, this 5<sup>th</sup> day of October, 2021



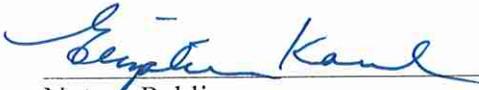
AFFIDAVIT OF SERVICE

STATE OF ILLINOIS     )  
  )  
COUNTY OF LAKE     )

I, KEVIN TIMONY, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE NO. 2021-120 AN ORDINANCE AUTHORIZING APPROVAL TO WAIVE THE COMPETITIVE BIDDING PROCESS AND AWARD A CONTRACT TO CERTA PRO PAINTERS TO PERFORM PAINTING AT THE POLICE DEPARTMENT, COMMUNICATIONS CENTER, VILLAGE HALL, ARBORTHEATER, VHAC, AND METRA BUILDINGS FOR AN AMOUNT NOT TO EXCEED \$100,000 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM OCTOBER 5, 2021 TO OCTOBER 15, 2021.

  
\_\_\_\_\_  
Kevin Timony, Village Clerk

SUBSCRIBED AND SWORN TO BEFORE  
THIS 5<sup>th</sup> DAY OF OCTOBER 2021

  
\_\_\_\_\_  
Notary Public



**CONTRACT BETWEEN  
VILLAGE OF VERNON HILLS  
AND  
CERTA PRO PAINTERS**

In consideration of the mutual promises set forth below, the Village of Vernon Hills, 290 Evergreen Drive, Vernon Hills, IL 60061-1039, a public corporation (“Owner”), and CertaPro Painters (“Contractor”), make this Contract as of the 5<sup>TH</sup> day of October, 2021, and hereby agree as follows:

**ARTICLE I  
THE WORK**

1.1 **Performance of the Work.** Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following work described on Attachment A and in this Section 1.1, all of which is herein referred to as the “Work”. To the extent the terms of this Contract and the document attached as Attachment A conflict, the terms of this Contract shall control.

A. **Labor, Equipment, Materials and Supplies.** Contractor shall provide, perform and complete in the manner described and specified in this Contract, all necessary work, labor, services, transportation equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the project in accordance with the documents attached hereto as Attachment A and made a part hereof.

B. **Insurance.** Contractor shall procure and furnish all certificates and policies of insurance specified in this Contract under attached **Exhibit A.**

C. **Taxes.** Contractor shall pay all applicable federal, state, and local taxes.

D. **Quality.** Contractor shall provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and in a manner and in accordance with all applicable federal, state, and county laws and regulations and the Village codes, ordinances, regulations, and directives, including but not limited to all local zoning ordinances and regulations, and other applicable codes, and with the greatest economy, efficiency, and expedition consistent herewith, with only new, undamaged and first quality equipment, materials and supplies.

1.2 **Commencement and Completion Dates.** This contract shall commence upon the execution of both the Village’s (Owner) and Contractor’s signatures; the receipt of the Contractor’s Certificate of Insurance meeting all of the requirements set forth in Exhibit

A, and the receipt of the Performance Bond. Work shall be completed in full by April 30, 2022 (“Contract Time”).

1.3 **Technical Ability to Perform.** Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.4 **Financial Ability to Perform.** Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.5 **Time.** Contractor represents and warrants that it is ready, willing, able and prepared to begin the work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.6 **Safety at the Work Site.** Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way.

1.7 **Cleanliness of the Work Site and Environs.** Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.8 **Damage to the Work, the Work Site, and Other Property.** Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor’s equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor’s obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold

harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.9 **Owner's Right to Terminate or Suspend Work for Convenience.**

A. **Termination of Suspension for Convenience.** Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, and cancel any outstanding orders or subcontracts that may be canceled.

B. **Payment for Completed Work.** In the event of any termination pursuant to Subsection 1.9A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination. Any such payment shall be offset by any prior payment or payments and shall be subject to owner's rights to withhold and deduct as provided in this Contract. Furthermore any payment by Owner made pursuant to this section, including the amount of any offsets due to a prior payment or payments, shall not exceed the Contract Price set forth in Attachment A unless such a payment is permitted by and granted under the terms and conditions set forth in Article V and Attachment A.

## ARTICLE II CHANGES AND DELAYS

2.1 **Changes.** Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. No claims for equitable adjustments in the Contract Price or Contract Time shall be made or allowed unless embodied in a Change Order signed by Owner. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two (2) business days following receipt by Contractor of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation. No oral modification, amendment, or change shall be allowed to this contract. Any modification, amendment, or change hereto shall be in writing and approved by the corporate authorities of the Owner.

**ARTICLE III  
CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK**

**3.1 Inspection: Correction of Defects.**

A. **Inspection.** All parts of the Work shall be subject to inspection by Owner or its designated representatives.

B. **Correction.** Contractor shall, promptly and without charge, repair, correct, or replace all or any portion of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 **Owner's Right to Correct.** If, within ten (10) business days after Owner gives Contractor written notice of any unsuitability or nonconformity, Contractor fails to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys fees and administrative expenses.

**ARTICLE IV  
FINANCIAL ASSURANCES**

4.1 **Insurance.** Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in the attached **Exhibit A.**

**ARTICLE V  
PAYMENT**

5.1 **Contract Price.** Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A (the "Contract Price"), subject to any additions, deductions, or withholdings provided for in the Contract.

5.2 **Taxes and Benefits.** Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or exercise taxes.

**5.3 Payments.**

A. **Payment** Invoices shall be submitted to the Village (Owner) by the Contractor and shall be paid within 30-45 days upon receipt of the invoice by the Village (Owner) to the Contractor; unless the Village (Owner) finds that the work has not been completed in full.

B. **Pay Requests.** Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request.

5.4 **Deductions.**

A. **Owner's Right to Withhold.** Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any progress payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or exercise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorney's fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. **Use of Withheld Funds.** Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.4A above until Contractor shall have either performed the obligations in question or furnished security or such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

**ARTICLE VI  
DISPUTES AND REMEDIES**

6.1 **Dispute Resolution Procedure**

A. **Notice of Disputes and Objections.** If Contractor disputes or objects to any requirement, direction, instruction, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof, provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, directions, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. **Negotiation of Disputes and Objections.** To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three (3) business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects the final decision of Owner, then it shall, within three (3) business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 **Contractor's Remedies.** If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten (10) days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 **Owner's Remedies.** If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five (5) business days after Contractor's receipt of written notice Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any and all other action necessary to bring Contractor and the Work into compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.

3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

6.4 **Terminations and Suspensions Deemed for Convenience.** Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension, for the convenience of Owner under Section 1.9 of the Contract.

## ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 **Binding Effect.** This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 **Relationship of the Parties.** Contractor is retained by the Owner only for the purposes and to the extent set forth in this contract, and its relation to the Village shall, during the term of this contract, be that of an independent contractor while providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor. Contractor shall not be considered as having an employee status, nor shall the Owner withhold any sums for the payment of income taxes, or FICA taxes, nor shall Contractor be entitled to participate in any plans, arrangements, or distributions by the Owner pertaining to or in connection with any pension or retirement plans, or any other benefits for the regular employees of the Owner.

7.3 **No Collusion.** Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

7.4 **Assignment.** Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner.

7.5 **Notices.** All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any United States Post Office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested or one (1) business day after being delivered to a recognized overnight delivery service for guaranteed next business day delivery.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Village of Vernon Hills  
490 Greenleaf Drive  
Vernon Hills, IL 60061-1039  
Attention: David H. Brown, Director of Public Works

Copy to: Klein, Thorpe and Jenkins, Ltd.  
20 N. Wacker Drive, Suite 1660  
Chicago, IL 60606  
Attention: James V. Ferolo

Notices and communications to Contractor shall be addressed to, and delivered at, the following address:

CertaPro Painters  
872 South Milwaukee Ave, Unit 255  
Libertyville, IL 60048

7.6 **Indemnification.** As a material inducement for the Owner to enter into this contract, Contractor agrees to defend, indemnify and hold harmless the Owner and its elected officials, officers, agents, attorneys and employees from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with Contractor's operation of the Project or performance of the terms of this contract, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise from the sole negligence of Owner, its representatives, officers, trustees, agents and employees. In the event of any claims, actions, suits, damages, costs, expenses and liabilities, the Owner shall have the right to counsel of its choice and the right to direct its own defense.

The scope of Contractor's indemnification shall include, but is not limited to:

- (1) Any negligent, tortious or wrongful act or omission of Contractor, its officers, agents, employees, contractors or subcontractors,

resulting in personal injury, bodily injury, sickness or death to any person, loss or damage of any kind to the property of any person, including Contractor, its officers, agents employees, licensees and invitees, or damage to or loss of other intangible property rights or personal rights, including but not limited to libel, slander and invasion of privacy; and

- (2) loss or damage of any kind resulting from Contractor's failure to comply with any provision of this contract, or of any federal, state or local law or regulation applicable to Contractor.

**7.7 Governing Laws.** This contract provides for services to be performed and goods to be delivered within the State of Illinois. Accordingly, this contract, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this contract and its enforcement, venue shall be in the Circuit Court of Lake County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

**7.8 Compliance with Laws and Grants.** Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations.

In accordance with the Illinois Prevailing Wage Act III. Rev. Stat. 820 ILCS 130/1 et seq., the Contractor (and all subcontractors hired by Contractor) shall not pay less to all laborers, workman, and mechanics performing work under this contract that the prevailing rate of wages for similar work in the locality of the Village of Vernon Hills. Not less than the prevailing rate of wages as found by Owner or the Department of Labor or determined by a Court on review shall be paid to all laborers, workers and mechanics performing work under this Contract. The Contractor and each subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons. The submission by the Contractor and each subcontractor of payrolls, or copies thereof, is not required. However, the Contractor and each subcontractor shall preserve their weekly payroll records for a period of three years from the date of completion of this Contract and delivered to Owner upon written request by Owner. If the Department of Labor revised the prevailing rate of hourly wages to be paid by the public body, the revised rate as provided by the public body shall apply to this Contract. Contractor shall require each subcontractor to comply with the provisions of this Section 7.7.

Each party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into this contract as a result of a violation of either 720 ILCS

5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq. Each party and its officers, corporate authorities, employees and agents further certify by signing this contract that the party and its officers, corporate authorities, employees and agents have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the parties been so convicted nor made such an admission.

The Contractor shall comply with the Illinois Drug Free Work Place Act (30 ILCS 580/1 et seq.).

No employee or agent of the Owner is interested in the business of Contractor or this contract; (2) as of the date of this contract, neither Contractor nor any person employed or associated with Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this contract; and (3) neither Contractor nor any person employed by or associated with Contractor shall at any time during the term of this contract obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this contract.

In the performance of its obligations pursuant to this contract and in the operation of its program, the Contractor shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, the Equal Opportunity Clause of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) and the Rules and Regulations of the Illinois Department of Human Rights and the Americans with Disability Act (42 U.S.C. 12101 et seq.), and all rules and regulations issued pursuant to those Acts. There shall be no discrimination on the basis of disabilities (as defined in the Act) in the operation of the services and programs provided by Contractor hereunder. Any complaint of such discrimination received by Contractor shall be immediately forwarded to the Owner.

The Contractor shall comply with all applicable federal and state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. Contractor agrees to pay its employees, if any, all rightful salaries, medical

benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and Contractor further agrees to make all required withholdings and deposits therefore. Such requirements shall be included by Contractor in all its contracts and agreements with contractors and subcontractors for this program.

The Contractor shall comply with the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.) ("FOIA") as follows: the definition of a public record in the FOIA includes a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act." (5 ILCS 140/7(2)). Consequently, the parties must maintain and make available to the other parties, upon request, their public records relating to the performance of this contract in compliance with the requirements of the Local Records Act (50 ILCS 205/1 et seq.) and FOIA. To facilitate a response by the Village to any FOIA request, Contractor agrees to provide all requested public records within five (5) business days of a request being made by the Village. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions or conflicts arising from Contractor's actual or alleged violation of the FOIA or Contractor's failure to furnish all public records as requested by the Village. Furthermore, should Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorney and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs incurred by the Village connected therewith (such as reasonable attorney and witness fees, filing fees, penalties, fines, and any other expenses) to defend any denial of a FOIA request pursuant to Contractor request to utilize a lawful exemption.

Contractor affirms that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in United States Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. Contractor further represents and warrants to the Village that Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. Contractor agrees to defend, indemnify and hold harmless the Village, its respective corporate authorities, and all of the Village's elected or appointed officials, officers, employees, agents, representatives, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and

expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

7.9 **Time.** The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

7.10 **Severability.** The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provision of this Contract shall be in any way affected thereby.

7.11 **Amendments.** No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in three original counterparts as of the day and year first written above.

**OWNER:**

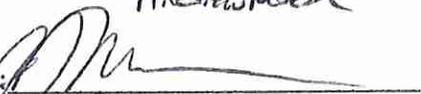
Attest/Witness

By:   
Title: Executive Secretary

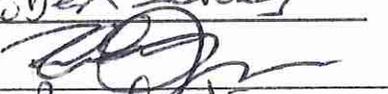
**VILLAGE OF VERNON HILLS**

By:   
Title: Village Manager

Attest/Witness:

Andrew Moore  
By:   
Title: Attorney

**CONTRACTOR:**

Robert E. Baker  
By:   
Title: President

**EXHIBIT A  
INSURANCE REQUIREMENTS**

CONTRACTOR AGREES TO MAINTAIN THE FOLLOWING:

**Property Insurance:**

**Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

- Comprehensive General Liability: \$3,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum General Aggregate shall be no less than \$5,000,000 per person per aggregate.
- Villages and Contractors Protective Liability: \$2,000,000 combined single limit per occurrence.
- Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$500,000 per accident.

**Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by The Village. At the option of The Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects The Village, its officials, employees and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

**Other Insurance Provisions**

The policies are to contain, or be endorsed to contain the following provisions:

Commercial General Liability, The Village's and Contractor's Protective Liability and Automobile Liability Coverage

- a. The Village, its elected officials, officers, agents, attorneys, employees and volunteers are to be covered as Additional Insureds with regard to liability arising out of activities performed by or on behalf of Contractor and for materials, and equipment procured, owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limits on the scope of the protection afforded to The Village, its officials, employees or volunteers.
- b. Contractor's insurance coverage shall be primary insurance with regard to the Village, its elected officials, officers, agents, attorneys, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it. Contractor's policy or policies

of insurance shall specifically recognize and cover Contractor's indemnification obligations under this contract, and shall contain cross-liability endorsements.

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, employees or volunteers.
- d. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits or the insurer's liability.

### **Worker's Compensation and Employers' Liability Coverage**

The insurer shall agree to waive all rights or subrogation against the Village, its officials, employees or volunteers for losses arising from work performed by Contractor for The Village.

### **All Coverages**

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided; canceled, reduced in coverage or in limits except after thirty (30) day's prior written notice by certified mail, return receipt requested, has been given to The Village. In the event of the cancellation of any insurance policy required herein, or upon Contractor's failure to procure said insurance, the Village shall have the right to terminate this contract.

### **Acceptability of Insurers**

The insurance carrier used by Contractor shall have a minimum insurance rating of A- according to the AM Best insurance Rating Schedule and licensed to do business in the State of Illinois.

### **Certificates of Insurance**

Contractor shall furnish The Village with certificates of insurance and copies of all policies of insurance naming The Village, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the municipality and are to be received and approved by the municipality before any work commences. The Village reserves the right to request full certified copies of the insurance policies. Contractor shall furnish evidence of such insurance to the Village prior to the Effective Date, and then on an annual basis thereafter, in the form of a Certificate of Insurance that names the Village and its elected officials, officers, agents, attorneys and employees as additional insureds. The Village shall have the right to approve the coverage and carrier, which approval shall not be unreasonably withheld.

STATE OF ILLINOIS        )  
                                  )  
COUNTY OF                )       SS

**CONTRACTOR'S CERTIFICATION**

Robert Jones, being first duly sworn on oath, deposes and states that all statements herein are made on behalf of Contractor, that this deponent is authorized to make them, and that all statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of a violation of either 720 ILCS 5/33E-3 or 33E-4 of the Criminal Code of 1961.

DATED this 4<sup>th</sup> day of October, 2021.

Attest/Witness

By: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature]  
By: Robert Jones  
Title: President

Subscribed and Sworn to  
before me this day \_\_\_\_\_  
of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

(SEAL)

**Certificate of Compliance-Bidrigging**

PURSUANT TO ILLINOIS REVISED STATUTES, CHAPTER 38, SECTION 33E-11, THE UNDERSIGNED CERTIFIES ON BEHALF OF HIMSELF AND/OR AS AGENT OR EMPLOYEE OF Certapco of Libertyville THAT THIS CONTRACTOR HAS NOT BEEN BARRED FROM CONTRACTING WITH ANY UNIT OF STATE OR LOCAL GOVERNMENT AS A RESULT OF A VIOLATION OF EITHER A BID RIGGING OR BID ROTATING CONVICTION AND FURTHER CERTIFIES THAT SAID INDIVIDUAL OR ENTITY OWES NO DELINQUENT TAXES ADMINISTERED BY THE DEPARTMENT OF REVENUE UNLESS THE INDIVIDUAL OR OTHER ENTITY IS CONTESTING, IN ACCORDANCE WITH THE PROCEDURES ESTABLISHED BY THE APPROPRIATE REVENUE ACTS, ITS LIABILITY FOR THE TAX OR THE AMOUNT OF THE TAX.

By:  Certapco of Libertyville  
(Signature) (Name of bidding company)  
Robert James 208 Terrace Dr  
(Print Name) (Address)  
Date Submitted: 10/4/21 Mundelein IL 60060  
(City) (State) (Zip)  
847-577-7765  
(Phone)  
(FAX)  
rxjames@certapco.com  
(E-Mail)

\_\_\_\_\_  
(Seal)

## Coordination of Contractors

The Village of Vernon Hills has the responsibility to hire contractors who are knowledgeable of the applicable requirements of the ILR40 and ILR10 permits. To provide education for all contractors responsible for municipal green infrastructures and ensure they are aware of good housekeeping/pollution prevention practices. The current ILR10 may be found on the Village website, Engineering Department, NPDES Report. The current ILR40 may be found on the Village website, Engineering Department, Vernon Hills SMPP.

### Certification of Coordination of Contractors

This certifies that Certa Pro of Libertyville (company name) is knowledgeable of the applicable requirements of the ILR40 and ILR10 permits. Also, has reviewed and understands all Stormwater Best Practices as listed on the Lake County Stormwater Management Commission website.



Authorized Signature

Robert Joney

Printed Name

President

Title

Certa Pro of Libertyville

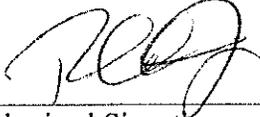
Company

10/4/21

Date

## Certification of Substance Abuse Prevention Program

This certifies that Cork Co of Libertyville (company name) has a written Substance Abuse Prevention Program, in compliance with the Prevailing Wage Act.



Authorized Signature

Robert James

Printed Name

Product

Title

Cork Co of Libertyville

Company

10/4/21

Date

**ATTACHMENT A**  
**DESCRIPTION OF WORK/PROPOSAL**

(see attached)



CertaPro Painters of  
Libertyville  
208 Terrace Drive  
Mundelein, IL 60060  
(847) 740-2599

<http://certapro.com/libertyville>

**COMMERCIAL INTERIOR**  
Proposal #: Village Vernon Hills Police Int  
Job #: JOB-1308-4576  
Date 07/31/2021

## JOB SITE

### Village of Vernon Hills-INT Police Department

📍 754 Lakeview Parkway  
Vernon Hills, IL 60061

☎ (847) 772-7839  
✉ steves@vhills.org

## PREPARED BY

**Rob James**  
Franchise Owner  
☎ 847-877-7765  
📞 (224) 513-4381  
✉ rjames@certapro.com



## CLIENT

### Village of Vernon Hills

📍 490 Greenleaf Dr  
Vernon Hills, IL 60061

☎ (847) 772-7839  
✉ steves@vhills.org

## CLIENT CONTACTS

## PRICING:

Cell hall	\$591.50
Cells. 3	\$1,203.63
Hall	\$765.52
Holding	\$1,032.90
Main area	\$816.04
Overflow cell	\$708.88
Install an epoxy floor	\$4,800.00
<b>Subtotal:</b>	<b>\$9,918.48</b>
<b>Total:</b>	<b>\$9,918.48</b>
<b>Balance</b>	<b>\$9,918.48</b>

## GENERAL SCOPE OF WORK

We are painting the walls, doors and door frames of the police cell area with 2 coats of Benjamin Moore Scuff-X paint color tbd.

We are also installing an epoxy floor 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.

## PROPOSAL AND COLOR SPECIFICATIONS

Surface/Item	Notes/Description	Product	Paint / Primer Coats	Color
<b>Cell hall</b>				
Walls		Ultra Spec Scuff-X-Acrylic Latex-Satin	2	TBD
Door(s)		Ultra Spec Scuff-X-Acrylic Latex-Satin	2	TBD

Door Frame(s)	Ultra Spec Scuff-X-Acrylic Latex-Satin	2	TBD
<b>Cells. 3</b>			
Walls	Ultra Spec Scuff-X-Acrylic Latex-Satin	2	TBD
Door(s)	Ultra Spec Scuff-X-Acrylic Latex-Satin	2	TBD
Door Frame(s)	Ultra Spec Scuff-X-Acrylic Latex-Satin	2	TBD
Bed	Ultra Spec Scuff-X-Acrylic Latex-Satin	2	TBD
<b>Hall</b>			
Door(s)	Ultra Spec Scuff-X-Acrylic Latex-Satin	2	TBD
Door Frame(s)	Ultra Spec Scuff-X-Acrylic Latex-Satin	2	TBD
Walls	Ultra Spec Scuff-X-Acrylic Latex-Satin	2	TBD
<b>Holding</b>			
Walls	Ultra Spec Scuff-X-Acrylic Latex-Satin	2	TBD
Door(s)	Ultra Spec Scuff-X-Acrylic Latex-Satin	2	TBD
Door Frame(s)	Ultra Spec Scuff-X-Acrylic Latex-Satin	2	TBD
<b>Main area</b>			
Door(s)	Ultra Spec Scuff-X-Acrylic Latex-Satin	2	TBD
Door Frame(s)	Ultra Spec Scuff-X-Acrylic Latex-Satin	2	TBD
Walls	Ultra Spec Scuff-X-Acrylic Latex-Satin	2	TBD
<b>Overflow cell</b>			
Bed	Ultra Spec Scuff-X-Acrylic Latex-Satin	2	TBD
Walls	Ultra Spec Scuff-X-Acrylic Latex-Satin	2	TBD
Door(s)	Ultra Spec Scuff-X-Acrylic Latex-Satin	2	TBD
Door Frame(s)	Ultra Spec Scuff-X-Acrylic Latex-Satin	2	TBD
<b>Included Details</b>			
Install an epoxy floor			

#### ADDENDUM - ALL PICTURES



Cell hall



Cells. 3



Hall



Hall



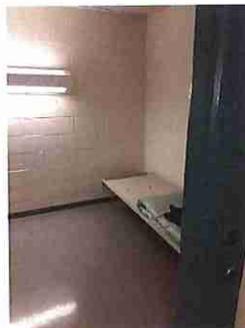
Hall



Holding



Main area



Overflow cell



Overflow cell

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. Certapro will also provide a Project Manager to supervise and insure the project is being handled as promised and proceeding on schedule to your satisfaction.

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 if you are available 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 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 90 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 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.

**PAYMENT METHODS:**  
All payments of any remaining balance are due immediately upon job completion unless prior arrangements have been made with CertaPro. If payment is to be by check, your Job Site Supervisor will collect payment. If payment is to be made by credit card, please call our office at 1-224-645-8821 to make payment. Please keep in mind that the proposed price includes a 3% discount for cash payment. Payment by credit card will result in loss of this 3% discount.

**SIGNATURES**

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07/31/2021

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

Authorized Client Representative Name & Title

Client

**PAYMENT**

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 CertaPro Painters of Libertyville

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.



CertaPro Painters of  
Libertyville  
208 Terrace Drive  
Mundelein, IL 60060  
(847) 740-2599

<http://certapro.com/libertyville>

**COMMERCIAL EXTERIOR**  
Proposal #: Vernon Hills Police Ext  
Job #: JOB-1310-5041  
Date 03/05/2021

Saving changes...

**JOB SITE**

**Village of Vernon Hills Police Ext**

📍 490 Greenleaf Dr (847) 772-7839  
Vernon Hills, IL 60061 📧 steves@vhills.org

**PREPARED BY**

**Rob James**  
Franchise Owner  
📞 847-877-7765  
📞 (224) 513-4381  
📧 rjames@certapro.com



**CLIENT**

**Village of Vernon Hills**

📍 490 Greenleaf Dr (847) 772-7839  
Vernon Hills, IL 60061 📧 steves@vhills.org

**CLIENT CONTACTS**

**PRICING:**

Police Dept - Bell housing & Electric mater	\$194.15
Police Dept - Enclosure gate	\$444.40
Police Dept - Flag electrical boxes	\$220.56
Police Dept - Frames around the dock doors	\$382.81
Police Dept - Generator & Pipe	\$902.16
Police Dept - Handrails	\$994.94
Police Dept - Light poles and signs	\$4,410.90
Police Dept - Outside trim	\$3,233.24
Police Dept - Salley Port Door	\$241.84
<b>Subtotal:</b>	<b>\$11,025.00</b>
<b>Total:</b>	<b>\$11,025.00</b>
<b>Balance</b>	<b>\$11,025.00</b>

**GENERAL SCOPE OF WORK**

We will perform all standard prep as listed below.

This is based on us having a water source to use.

We are NOT painting any of the metal trim around the windows. We are painting all trim as pictured around the building, handrails, flag boxes, light poles, sign posts, doors, generator, electrical box and bell housing.

We are NOT painting the dock doors.

Most items will get 2 coats of BM Command Satin color tbd due to fading a wear that is there currently. Wood gates will get 2 coats of BM Arborcoat Solid Stain

**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:

Saving changes...

- 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.
- 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.
- Caulking in areas where we are not painting.
- Resculpting trim and siding where damaged.
- Stripping existing surface coating.

**Power washing:** To remove dirt, algae, mildew and degraded or damaged wood fibers so the new finish coat will adhere properly. This step is for cleaning...not paint removal. Homes with loose paint will have many chips on the ground after washing which we can not remove until everything dries out. Small chips are impossible to rake out of the grass and planting beds so we will do our best to get them out but there will be some residue left over. Power washing will not remove oxidation stains from gutters and downspouts. Although we will thoroughly flush the exterior surfaces after washing, you should plan on having your windows cleaned after the painting is done as power washing may leave a residue on the exterior glass.

## 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	Notes/Description	Product	Paint / Primer Coats	Color
<b>Bell housing &amp; Electric mater</b>				
Bell housing		COROTECH Command-Acrylic-Satin	2	TBD
Electric housing		COROTECH Command-Acrylic-Satin	2	TBD
<b>Enclosure gate</b>				
Fence		ARBORCOAT-100% Acrylic-Solid Coating	2	TBD
Wash				
<b>Flag electrical boxes</b>				
Flag electrical boxes		COROTECH Command-Acrylic-Satin	2	TBD
<b>Frames around the dock doors</b>				
Fascia		COROTECH Command-Acrylic-Satin	2	TBD
<b>Generator &amp; Pipe</b>				
Generator		COROTECH Command-Acrylic-Satin	2	TBD
Pipe		COROTECH Command-Acrylic-Satin	2 / 1	TBD
<b>Handrails</b>				

Hand rails	COROTECH Command-Acrylic-Satin	2	TBD
Saving changes...			
<b>Light poles and signs</b>			
Light poles	COROTECH Command-Acrylic-Satin	2	TBD
<b>Outside trim</b>			
Fascia	COROTECH Command-Acrylic-Satin	2	TBD
Post	COROTECH Command-Acrylic-Satin	2	TBD
<b>Salley Port Door</b>			
Door(s)	COROTECH Command-Acrylic-Satin	2	TBD
Door Frame(s)	COROTECH Command-Acrylic-Satin	2	TBD
<b>Included Details</b>			

**ADDENDUM - ALL PICTURES**



8/5/2021

Vernon-Hills-Police-Ext



Saving changes...



Only painting this corner



NOT painting any trim around the windows





## 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.

**CHANGE ORDERS:** Any changes to the scope of work detailed above, or to the color or gloss level of the paint to be used, requires customer sign-off on a change order form and will result in additional charges to cover time and materials.

**Unforeseen conditions** cannot be predicted, and therefore are not included in this bid, should something outside the scope of work be encountered, we will notify you and proceed upon your approval.

**SCHEDULING:** To schedule your project we will need a signed contract. Our office will call you directly to discuss potential start dates once it is received. If you have any special considerations or deadlines that you need us to assist you with, please let us know and we will make the necessary special accommodations. To be fair to all our customers, all projects are scheduled in the order in which they are received in our office signed.

**PRODUCTION DELAYS:** Delays in production can happen for many reasons. Depending on the season of the year our work day lengths are affected. Such as spring and fall our work days can be shorter. Rain plays a huge part in our schedule and even a shower in the morning can stop us from doing any work on a given day. Also saturating rains may require additional drying days before we can start work again.

**COLOR SELECTION**

To pick your colors, you may go to any paint store. We prefer to use Benjamin Moore Paints and can match any other paint manufacturer's colors. We will need the color name, color number, and sheen that you would like us to use. Color choices should be given to CertaPro no later than 3 days before your projects start date to avoid delays. Saving changes.

**Number of Coats:** We quoted the project based on our conversation with you at time of estimate. The following number of coats required is being provided for you in case you change your mind as to what the color will be so you understand why the number of coats may change. **1 Coat** - Keeping same color that is currently on surface (This includes faded colors on surfaces that can be cause from many environmental reasons) - Surface must also be in good condition. Dry wood may absorb the first coat regardless of it being the same color. **2 Coats** - Color change (This includes using the original color if surface has faded) - We recommend a 2nd coat if the house has not been painted or stained within the last 5 years or if it is dry. **3+ Coats** - Shades of Yellow or Red or Orange or a Dark Deep Base color - Or if it is a significant color change. Very old dry wood may even require 3+ coats in special cases.

- Extensive carpentry may effect the number of coats based on the surface and color selection

**COLOR CONSULTATION:** When you work with CertaPro to enhance your exterior, we want you to paint with certainty - especially regarding your color choice. We understand color decisions can be overwhelming. This process is made a little easier when an experienced color coordinator brings samples to your home and helps you choose a color palette that best suits your home, personal taste and style. It is our pleasure to offer our customers a complimentary 1-hour paint consultation (\$200 value) to provide expert paint advice and counsel to our valued customers prior to the start of their exterior paint project.

**DECKS & STEPS:** Horizontal surfaces take a beating from foot traffic, rain, ice, and snow and will show wear before anything else. Many people choose to maintain them biannually or annually.

**SEMI-TRANSPARENT STAINS:** These stains do not result in uniform coloring of stained surfaces; some areas will be lighter and others, darker.

**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.

**CARPENTRY WORK:** Any carpentry work to be done by anyone other than CertaPro must be 100% complete before CertaPro will begin the painting work.

**CARPENTRY REPAIRS:** If additional repairs are needed and found once work has begun, we will stop and give the customer the choice to have us do the work. Carpentry work is done on a Time & Material basis at a rate of \$65 per man hour.

\*\*\* Carpentry services are excluded from any discount(s) that may be offered. \*\*\*

**Payment Terms:** All payments of any remaining balance are due immediately upon job completion unless prior arrangements have been made with CertaPro. If payment is to be by check, your Job Site Supervisor will collect payment. If payment is to be made by credit card, please call our office at 1-224-645-8821 to make payment. Please keep in mind that the proposed price includes a 3% discount for cash payment. Payment by credit card will result in loss of this 3% discount.

**ADDITIONAL NOTES**

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**SIGNATURES**

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

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

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

\_\_\_\_\_  
Client

**PAYMENT**

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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. Saving changes...

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 Libertyville

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.



CertaPro Painters of  
Libertyville  
208 Terrace Drive  
Mundelein, IL 60060  
(847) 740-2599

<http://certapro.com/libertyville>

**COMMERCIAL INTERIOR**  
Proposal #: Village Vernon Hills Salley Port  
Job #: JOB-1309-9223  
Date 07/31/2021

## JOB SITE

### Village Vernon Hills Salley Port Int

📍 490 Greenleaf Dr (847) 772-7839  
Vernon Hills, IL 60061 📧 steves@vhills.org

## PREPARED BY

**Rob James**  
Franchise Owner  
📞 847-877-7765  
📠 (224) 513-4381  
✉️ rjames@certapro.com



## CLIENT

### Village of Vernon Hills

📍 490 Greenleaf Dr (847) 772-7839  
Vernon Hills, IL 60061 📧 steves@vhills.org

## CLIENT CONTACTS

## PRICING:

Salley Port	\$1,590.35
Install Polyurea floor system	\$4,810.00
<b>Subtotal:</b>	<b>\$6,400.35</b>
<b>Total:</b>	<b>\$6,400.35</b>
<b>Balance</b>	<b>\$6,400.35</b>

## GENERAL SCOPE OF WORK

We are painting the walls, doors and door frames. We are not painting the dock doors.

We will apply 2 coats of Ben Moore Scuff-X Satin to the walls and 2 coats of Rustoleum Sierra Beyond to the doors and door frames.

For the floor, we will grind to prepare and then apply a high solids polyurea base coat followed by a matte clear top coat.

## 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	Notes/Description	Product	Paint / Primer Coats	Color
<b>Salley Port</b>				
Walls		Ultra Spec Scuff-X-Acrylic Latex-Satin	2	TBD
Door(s)		Sierra Performance Beyond-100% Acrylic-Satin	2	TBD
Door Frame(s)		Sierra Performance Beyond-100% Acrylic-Satin	2	TBD
<b>Included Details</b>				

Install  
Polyurea  
floor system

## 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. Certapro will also provide a Project Manager to supervise and insure the project is being handled as promised and proceeding on schedule to your satisfaction.

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 if you are available 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 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 90 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 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.

### PAYMENT METHODS:

All payments of any remaining balance are due immediately upon job completion unless prior arrangements have been made with CertaPro. If payment is to be by check, your Job Site Supervisor will collect payment. If payment is to be made by credit card, please call our office at 1-224-645-8821 to make payment. Please keep in mind that the proposed price includes a 3% discount for cash payment. Payment by credit card will result in loss of this 3% discount.

## SIGNATURES

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*TPQ*

07/31/2021

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

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

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

Client \_\_\_\_\_

**PAYMENT**

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 **CertaPro Painters of Libertyville**

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.



CertaPro Painters of  
Libertyville  
208 Terrace Drive  
Mundelein, IL 60060  
(847) 740-2599

<http://certapro.com/libertyville>

**COMMERCIAL EXTERIOR**  
Proposal #: Vernon Hills Comm Center  
Job #: JGB-1310-4975  
Date 08/05/2021

## JOB SITE

### Village Vernon Hills Comm Center

📍 490 Greenleaf Dr (847) 772-7839  
Vernon Hills, IL 60061 📧 steves@vhills.org

## PREPARED BY

**Rob James**  
Franchise Owner  
📞 847-877-7765  
📞 (224) 513-4381  
📧 rjames@certapro.com



## CLIENT

### Village of Vernon Hills

📍 490 Greenleaf Dr (847) 772-7839  
Vernon Hills, IL 60061 📧 steves@vhills.org

## CLIENT CONTACTS

## PRICING:

Comm Center - Boiler room door	\$232.59
Comm Center - ComEd closure	\$1,219.88
Comm Center - Dumpster Enclosure	\$1,017.19
Comm Center - Front Sign Trim	\$305.34
<b>Subtotal:</b>	<b>\$2,775.00</b>
<b>Total:</b>	<b>\$2,775.00</b>
<b>Balance</b>	<b>\$2,775.00</b>

## GENERAL SCOPE OF WORK

We will be applying 2 coats of Benjamin Moore Arborcoat color TBD to the ComEd enclosure and the Dumpster enclosure both sides. The ComEd enclosure has a lot of other material on the inside that we are not staining. We are only staining the wood fence portion.

For both the Boiler room door and Front sign trim, we are applying 2 coats of BM Command in Satin color tbd

## 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.
- 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.

- Caulking in areas where we are not painting.
- Resculpting trim and siding where damaged.
- Stripping existing surface coating.

**Power washing:** To remove dirt, algae, mildew and degraded or damaged wood fibers so the new finish coat will adhere properly. This step is for cleaning...not paint removal. Homes with loose paint will have many chips on the ground after washing which we can not remove until everything dries out. Small chips are impossible to rake out of the grass and planting beds so we will do our best to get them out but there will be some residue left over. Power washing will not remove oxidation stains from gutters and downspouts. Although we will thoroughly flush the exterior surfaces after washing, you should plan on having your windows cleaned after the painting is done as power washing may leave a residue on the exterior glass.

**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	Notes/Description	Product	Paint / Primer Coats	Color
<b>Boiler room door</b>				
Wash				
Door(s)		COROTECH Command-Acrylic-Satin	2	TBD
Door Frame(s)		COROTECH Command-Acrylic-Satin	2	TBD
<b>ComEd closure</b>				
Fence		ARBORCOAT-100% Acrylic-Solid Coating	2	TBD
Wash				
<b>Dumpster Enclosure</b>				
Fence		ARBORCOAT-100% Acrylic-Solid Coating	2	TBD
Wash				
<b>Front Sign Trim</b>				
Front Sign Trim		COROTECH Command-Acrylic-Satin	2	TBD
<b>Included Details</b>				

**ADDENDUM - ALL PICTURES**





## 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.

**CHANGE ORDERS:** Any changes to the scope of work detailed above, or to the color or gloss level of the paint to be used, requires customer sign-off on a change order form and will result in additional charges to cover time and materials.

**Unforeseen conditions** cannot be predicted, and therefore are not included in this bid, should something outside the scope of work be encountered, we will notify you and proceed upon your approval.

**SCHEDULING:** To schedule your project we will need a signed contract. Our office will call you directly to discuss potential start dates once it is received. If you have any special considerations or deadlines that you need us to assist you with, please let us know and we will make the necessary special accommodations. To be fair to all our customers, all projects are scheduled in the order in which they are received in our office signed.

**PRODUCTION DELAYS:** Delays in production can happen for many reasons. Depending on the season of the year our work day lengths are affected. Such as spring and fall our work days can be shorter. Rain plays a huge part in our schedule and even a shower in the morning can stop us from doing any work on a given day. Also saturating rains may require additional drying days before we can start work again.

### COLOR SELECTION

To pick your colors, you may go to any paint store. We prefer to use Benjamin Moore Paints and can match any other paint manufacturer's colors. We will need the color name, color number, and sheen that you would like us to use. Color choices should be given to CertaPro no later than 3 days before your projects start date to avoid delays.

**Number of Coats:** We quoted the project based on our conversation with you at time of estimate. The following number of coats required is being provided for you in case you change your mind as to what the color will be so you understand why the number of coats may change. **1 Coat** - Keeping same color that is currently on surface (This includes faded colors on surfaces that can be cause from many environmental reasons) - Surface must also be in good condition. Dry wood may absorb the first coat regardless of it being the same color. **2 Coats** - Color change (This includes using the original color if surface has faded) - We recommend a 2nd coat if the house has not been painted or stained within the last 5 years or if it is dry. **3+ Coats** - Shades of Yellow or Red or Orange or a Dark Deep Base color - Or if it is a significant color change. Very old dry wood may even require 3+ coats in special cases.

- Extensive carpentry may effect the number of coats based on the surface and color selection

**COLOR CONSULTATION:** When you work with CertaPro to enhance your exterior, we want you to paint with certainty - especially regarding your color choice. We understand color decisions can be overwhelming. This process is made a little easier when an experienced color coordinator brings samples to your home and helps you choose a color palette that best suits your home, personal

taste and style. It is our pleasure to offer our customers a complimentary 1-hour paint consultation (\$200 value) to provide expert paint advice and counsel to our valued customers prior to the start of their exterior paint project.

**DECKS & STEPS:** Horizontal surfaces take a beating from foot traffic, rain, ice, and snow and will show wear before anything else. Many people choose to maintain them biannually or annually.

**SEMI-TRANSPARENT STAINS:** These stains do not result in uniform coloring of stained surfaces; some areas will be lighter and others, darker.

**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.

**CARPENTRY WORK:** Any carpentry work to be done by anyone other than CertaPro must be 100% complete before CertaPro will begin the painting work.

**CARPENTRY REPAIRS:** If additional repairs are needed and found once work has begun, we will stop and give the customer the choice to have us do the work. Carpentry work is done on a Time & Material basis at a rate of \$65 per man hour.

\*\*\* Carpentry services are excluded from any discount(s) that may be offered. \*\*\*

Payment Terms: All payments of any remaining balance are due immediately upon job completion unless prior arrangements have been made with CertaPro. If payment is to be by check, your Job Site Supervisor will collect payment. If payment is to be made by credit card, please call our office at 1-224-645-8821 to make payment. Please keep in mind that the proposed price includes a 3% discount for cash payment. Payment by credit card will result in loss of this 3% discount.

**ADDITIONAL NOTES**

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**SIGNATURES**

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08/05/2021

CertaPro Painters Authorized Signature

Date

Authorized Client Signature

Date

Authorized Client Representative Name & Title

Client

**PAYMENT**

---

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 Libertyville

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

8/5/2021

Vernon-Hills-Comm-Center

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.



CertaPro Painters of  
Libertyville  
208 Terrace Drive  
Mundelein, IL 60060  
(847) 740-2599

<http://certapro.com/libertyville>

COMMERCIAL EXTERIOR  
Proposal #: Village Vernon Hills Hall Ext  
Job #: JOB-1309-3464  
Date 07/31/2021

## JOB SITE

### Village of Vernon Hills Comm-Ext Village Hall

📍 290 Evergreen  
Vernon Hills, IL 60061

☎️ (847) 772-7839  
✉️ [steves@vhills.org](mailto:steves@vhills.org)

## PREPARED BY

**Rob James**  
Franchise Owner  
☎️ 847-877-7765  
☎️ (224) 513-4381  
✉️ [rjames@certapro.com](mailto:rjames@certapro.com)



## CLIENT

### Village of Vernon Hills

📍 490 Greenleaf Dr  
Vernon Hills, IL 60061

☎️ (847) 772-7839  
✉️ [steves@vhills.org](mailto:steves@vhills.org)

## CLIENT CONTACTS

## PRICING:

Subtotal:	\$18,875.00
Total:	\$18,875.00
Balance	\$18,875.00

## GENERAL SCOPE OF WORK

We will perform all standard prep including power washing, scraping and caulking where needed.

We will apply 2 coats of Benjamin Moore Arborcoat Solid Stain to all wood siding by brush and roller. This also includes the outside siding on the generator and dumpster spaces.

The inside of the generator and dumpster spaces are listed as an option to apply 1 coat of Arborcoat. Those prices are not included above, and are listed separately down near my signature.

The 4 side doors on the left side of the building are included. We will apply 1 coat of Rustoleum Sierra Beyond Satin to match those doors. We will also apply 1 coat of Sierra Beyond to the metal railing running around the generator area, both sides.

There are 5 bollards near the dock area that we will wire brush off any surface rust and then apply 2 coats of Rustoleum Peganox Satin White. We will also do this to the 2 poles near the front entrance.

## 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.
- 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.
  - Caulking in areas where we are not painting.
  - Resculpting trim and siding where damaged.
  - Stripping existing surface coating.

**Power washing:** To remove dirt, algae, mildew and degraded or damaged wood fibers so the new finish coat will adhere properly. This step is for cleaning...not paint removal. Homes with loose paint will have many chips on the ground after washing which we can not remove until everything dries out. Small chips are impossible to rake out of the grass and planting beds so we will do our best to get them out but there will be some residue left over. Power washing will not remove oxidation stains from gutters and downspouts. Although we will thoroughly flush the exterior surfaces after washing, you should plan on having your windows cleaned after the painting is done as power washing may leave a residue on the exterior glass.

**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.

**ADDENDUM - ALL PICTURES**





## NOTES

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**Number of Coats:** We quoted the project based on our conversation with you at time of estimate. The following number of coats required is being provided for you in case you change your mind as to what the color will be so you understand why the number of coats may change. **1 Coat** - Keeping same color that is currently on surface (This includes faded colors on surfaces that can be cause from many environmental reasons) - Surface must also be in good condition. Dry wood may absorb the first coat regardless of it being the same color. **2 Coats** - Color change (This includes using the original color if surface has faded) - We recommend a 2nd coat if the house has not been painted or stained within the last 5 years or if it is dry. **3+ Coats** - Shades of Yellow or Red or Orange or a Dark Deep Base color - Or if it is a significant color change. Very old dry wood may even require 3+ coats in special cases.

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**ROTTING WOOD**

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**ADDITIONAL NOTES**

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**SIGNATURES**

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

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

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

\_\_\_\_\_  
Client

**PAYMENT**

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Payment is due: In full upon job completion

**OPTIONAL WORK**

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The following items are **NOT INCLUDED** in your project but may be added for the additional cost listed below.

Item	Description	Price
Optional inside of dumpster area		\$400.00
Optional inside of generator area		\$400.00

**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.

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Name of Seller CertaPro Painters of Libertyville

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.



CertaPro Painters of  
Libertyville  
208 Terrace Drive  
Mundelein, IL 60060  
(847) 740-2599

<http://certapro.com/libertyville>

**COMMERCIAL EXTERIOR**  
Proposal #: Vernon Hills Arbor  
Job #: JOB-1310-5100  
Date 08/05/2021

## JOB SITE

### Village of Vernon Hills Arbor

50 Memorial Dr  
Vernon Hills, IL 60061

(847) 772-7839  
steves@vhills.org

## PREPARED BY

**Rob James**  
Franchise Owner  
847-877-7765  
(224) 513-4381  
rjames@certapro.com



## CLIENT

### Village of Vernon Hills

490 Greenleaf Dr  
Vernon Hills, IL 60061

(847) 772-7839  
steves@vhills.org

## CLIENT CONTACTS

## PRICING:

Arbor - Benches	\$1,301.74
Arbor - Bike racks	\$205.20
Arbor - Bollards	\$1,275.69
Arbor - Drinking fountain	\$89.68
Arbor - Main building	\$1,183.57
Arbor - Tables	\$261.65
Arbor - Trash cans	\$582.47
24 Light poles	\$4,800.00
Lift rental	\$1,500.00
<b>Subtotal:</b>	<b>\$11,200.00</b>
<b>Total:</b>	<b>\$11,200.00</b>
<b>Balance</b>	<b>\$11,200.00</b>

## GENERAL SCOPE OF WORK

We will perform all standard prep.

This assumes we have a water source at the arbor. If we need to bring in water, there would be an extra charge.

We are staining the main building with 1 coat of oil stain.

All other surfaces are metal and will be receiving 2 coats of BM Command Satin color tbd.

We will need to rent a lift for all the light poles.

## 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.
- 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.
  - Caulking in areas where we are not painting.
  - Resculpting trim and siding where damaged.
  - Stripping existing surface coating.

**Power washing:** To remove dirt, algae, mildew and degraded or damaged wood fibers so the new finish coat will adhere properly. This step is for cleaning...not paint removal. Homes with loose paint will have many chips on the ground after washing which we can not remove until everything dries out. Small chips are impossible to rake out of the grass and planting beds so we will do our best to get them out but there will be some residue left over. Power washing will not remove oxidation stains from gutters and downspouts. Although we will thoroughly flush the exterior surfaces after washing, you should plan on having your windows cleaned after the painting is done as power washing may leave a residue on the exterior glass.

## 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	Notes/Description	Product	Paint / Primer Coats	Color
<b>Benches</b>				
Bench		COROTECH Command-Acrylic-Satin	1	Match
Wash				
<b>Bike racks</b>				
Bike racks		COROTECH Command-Acrylic-Satin	1	TBD
<b>Bollards</b>				
Bollards		COROTECH Command-Acrylic-Satin	2	TBD
<b>Drinking fountain</b>				
Drinking fountain		COROTECH Command-Acrylic-Satin	2	TBD
<b>Main building</b>				
Soffit		ARBORCOAT-Alkyd-Semi-Transparent	1	TBD
Porch Ceiling		ARBORCOAT-Alkyd-Semi-Transparent	1	TBD
Window Frame(s)		ARBORCOAT-Alkyd-Semi-Transparent	1	TBD
Wash				
<b>Tables</b>				
Tables		COROTECH Command-Acrylic-Satin	2	TBD
<b>Trash cans</b>				

Included Details

- 24 Light poles
- Lift rental

ADDENDUM - ALL PICTURES



NOTES

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.

CHANGE ORDERS: Any changes to the scope of work detailed above, or to the color or gloss level of the paint to be used, requires customer sign-off on a change order form and will result in additional charges to cover time and materials.

**Unforeseen conditions** cannot be predicted, and therefore are not included in this bid, should something outside the scope of work be encountered, we will notify you and proceed upon your approval.

**SCHEDULING:** To schedule your project we will need a signed contract. Our office will call you directly to discuss potential start dates once it is received. If you have any special considerations or deadlines that you need us to assist you with, please let us know and we will make the necessary special accommodations. To be fair to all our customers, all projects are scheduled in the order in which they are received in our office signed.

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To pick your colors, you may go to any paint store. We prefer to use Benjamin Moore Paints and can match any other paint manufacturer's colors. We will need the color name, color number, and sheen that you would like us to use. Color choices should be given to CertaPro no later than 3 days before your projects start date to avoid delays.

**Number of Coats:** We quoted the project based on our conversation with you at time of estimate. The following number of coats required is being provided for you in case you change your mind as to what the color will be so you understand why the number of coats may change. **1 Coat** - Keeping same color that is currently on surface (This includes faded colors on surfaces that can be cause from many environmental reasons) - Surface must also be in good condition. Dry wood may absorb the first coat regardless of it being the same color. **2 Coats** - Color change (This includes using the original color if surface has faded) - We recommend a 2nd coat if the house has not been painted or stained within the last 5 years or if it is dry. **3+ Coats** - Shades of Yellow or Red or Orange or a Dark Deep Base color - Or if it is a significant color change. Very old dry wood may even require 3+ coats in special cases.

- Extensive carpentry may effect the number of coats based on the surface and color selection

**COLOR CONSULTATION:** When you work with CertaPro to enhance your exterior, we want you to paint with certainty - especially regarding your color choice. We understand color decisions can be overwhelming. This process is made a little easier when an experienced color coordinator brings samples to your home and helps you choose a color palette that best suits your home, personal taste and style. It is our pleasure to offer our customers a complimentary 1-hour paint consultation (\$200 value) to provide expert paint advice and counsel to our valued customers prior to the start of their exterior paint project.

**DECKS & STEPS:** Horizontal surfaces take a beating from foot traffic, rain, ice, and snow and will show wear before anything else. Many people choose to maintain them biannually or annually.

**SEMI-TRANSPARENT STAINS:** These stains do not result in uniform coloring of stained surfaces; some areas will be lighter and others, darker.

**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.

**CARPENTRY WORK:** Any carpentry work to be done by anyone other than CertaPro must be 100% complete before CertaPro will begin the painting work.

**CARPENTRY REPAIRS:** If additional repairs are needed and found once work has begun, we will stop and give the customer the choice to have us do the work. Carpentry work is done on a Time & Material basis at a rate of \$65 per man hour.

**\*\*\* Carpentry services are excluded from any discount(s) that may be offered. \*\*\***

**Payment Terms:** All payments of any remaining balance are due immediately upon job completion unless prior arrangements have been made with CertaPro. If payment is to be by check, your Job Site Supervisor will collect payment. If payment is to be made by credit card, please call our office at 1-224-645-8821 to make payment. Please keep in mind that the proposed price includes a 3% discount for cash payment. Payment by credit card will result in loss of this 3% discount.

**ADDITIONAL NOTES**

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**SIGNATURES**

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08/05/2021

CertaPro Painters Authorized Signature

Date

Authorized Client Signature

Date

Authorized Client Representative Name & Title

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**PAYMENT**

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 CertaPro Painters of Libertyville

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.



CertaPro Painters of  
Libertyville  
208 Terrace Drive  
Mundelein, IL 60060  
(847) 740-2599

<http://certapro.com/libertyville>

**COMMERCIAL EXTERIOR**  
Proposal #: Vernon Hills VHAC  
Job #: JOB-1310-5137  
Date 08/05/2021

## JOB SITE

### Village of Vernon Hills VHAC

📍 490 Greenleaf Dr  
Vernon Hills, IL 60061

☎ (847) 772-7839  
✉ steves@vhills.org

## PREPARED BY

**Rob James**  
Franchise Owner  
☎ 847-877-7765  
☎ (224) 513-4381  
✉ rjames@certapro.com



## CLIENT

### Village of Vernon Hills

📍 490 Greenleaf Dr  
Vernon Hills, IL 60061

☎ (847) 772-7839  
✉ steves@vhills.org

## CLIENT CONTACTS

## PRICING:

VHAC - Concession Building	\$2,242.39
VHAC - Dugouts	\$2,953.89
VHAC - Field Signs	\$323.19
VHAC - Gazebo	\$751.50
VHAC - Porta Pot Enclosures	\$1,830.06
VHAC - Split Rail Fences	\$2,373.51
VHAC - Washroom Building	\$2,350.46
Baseball Screen Poles - 16 of them	\$10,000.00
<b>Subtotal:</b>	<b>\$22,825.00</b>
<b>Total:</b>	<b>\$22,825.00</b>
<b>Balance</b>	<b>\$22,825.00</b>

## GENERAL SCOPE OF WORK

We will perform all stand prep. This also assumes there is a water source for us to use.

We are applying 2 coats of BM Arborcoat Solid stain to the concession building, washroom, dugout fascia, field signs, porta pot enclosures and split rail fences.

For the dugout poles, gazebo and door on building, we are applying 2 coats of BM Command.

For the baseball net poles, that price includes the cost of renting a lift.

## 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.
- 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.
  - Caulking in areas where we are not painting.
  - Resculpting trim and siding where damaged.
  - Stripping existing surface coating.

**Power washing:** To remove dirt, algae, mildew and degraded or damaged wood fibers so the new finish coat will adhere properly. This step is for cleaning...not paint removal. Homes with loose paint will have many chips on the ground after washing which we can not remove until everything dries out. Small chips are impossible to rake out of the grass and planting beds so we will do our best to get them out but there will be some residue left over. Power washing will not remove oxidation stains from gutters and downspouts. Although we will thoroughly flush the exterior surfaces after washing, you should plan on having your windows cleaned after the painting is done as power washing may leave a residue on the exterior glass.

## 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	Notes/Description	Product	Paint / Primer Coats	Color
<b>Concession Building</b>				
Soffit		ARBORCOAT-100% Acrylic-Solid Coating	2	TBD
Wood - Easy Roll		ARBORCOAT-100% Acrylic-Solid Coating	2	TBD
Fascia		ARBORCOAT-100% Acrylic-Solid Coating	2	TBD
Wash				
<b>Dugouts</b>				
Fascia		ARBORCOAT-100% Acrylic-Solid Coating	2	TBD
Post		COROTECH Command- Acrylic-Gloss	1	TBD
<b>Field Signs</b>				
Field Signs		ARBORCOAT-100% Acrylic-Solid Coating	2	TBD
<b>Gazebo</b>				
Fascia		COROTECH Command- Acrylic-Satin	2	TBD
Post		COROTECH Command- Acrylic-Satin	2	TBD
<b>Porta Pot Enclosures</b>				
Fence		ARBORCOAT-100% Acrylic-Solid Coating	2	TBD
<b>Split Rail Fences</b>				
Post		ARBORCOAT-100% Acrylic-Solid Coating	2	TBD

Fence Rails	ARBORCOAT-100% Acrylic-Solid Coating	2	TBD
<b>Washroom Building</b>			
Soffit	ARBORCOAT-100% Acrylic-Solid Coating	2	TBD
Wood - Easy Roll	ARBORCOAT-100% Acrylic-Solid Coating	2	TBD
Fascia	ARBORCOAT-100% Acrylic-Solid Coating	2	TBD
<b>Wash</b>			
Door(s)	COROTECH Command- Acrylic-Satin	2	TBD
Door Frame(s)	COROTECH Command- Acrylic-Satin	2	TBD
<b>Included Details</b>			
Baseball	includes rental of lift		
Screen Poles			
- 16 of them			

**ADDENDUM - ALL PICTURES**



Only painting posts and lower metal joist going around gazebo



Painting poles only



## NOTES

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.
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**Number of Coats:** We quoted the project based on our conversation with you at time of estimate. The following number of coats required is being provided for you in case you change your mind as to what the color will be so you understand why the number of coats may change. **1 Coat** - Keeping same color that is currently on surface (This includes faded colors on surfaces that can be cause from many environmental reasons) - Surface must also be in good condition. Dry wood may absorb the first coat regardless of it being the same color. **2 Coats** - Color change (This includes using the original color if surface has faded) - We recommend a 2nd coat if the house has not been painted or stained within the last 5 years or if it is dry. **3+ Coats** - Shades of Yellow or Red or Orange or a Dark Deep Base color - Or if it is a significant color change. Very old dry wood may even require 3+ coats in special cases.

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#### **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.

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#### **ADDITIONAL NOTES**

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#### **SIGNATURES**

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08/05/2021

CertaPro Painters Authorized Signature Date

Authorized Client Signature Date

Authorized Client Representative Name & Title

Client

**PAYMENT**

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.

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Name of Seller **CertaPro Painters of Libertyville**

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.

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- Any work where the Contractor did not supply the paint or other materials.
- Any work which was not performed by the Contractor.
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- The cost of paint required to perform the repairs.
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  - 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.



CertaPro Painters of  
Libertyville  
208 Terrace Drive  
Mundelein, IL 60060  
(847) 740-2599

<http://certapro.com/libertyville>

COMMERCIAL EXTERIOR  
Proposal #: Village of Vernon Hills Metra  
Job #: JCB-1309-3463  
Date 08/05/2021

## JOB SITE

### Village of Vernon Hills Comm-Ext Metra

📍 75 E. Route 45  
Vernon Hills, IL 60061

☎ (847) 772-7839  
✉ steves@vhills.org

## PREPARED BY

**Rob James**  
Franchise Owner  
☎ 847-877-7765  
📞 (224) 513-4381  
✉ rjames@certapro.com



## CLIENT

### Village of Vernon Hills

📍 490 Greenleaf Dr  
Vernon Hills, IL 60061

☎ (847) 772-7839  
✉ steves@vhills.org

## CLIENT CONTACTS

## PRICING:

Building - Benches	\$787.40
Building - Bike racks	\$917.66
Building - Cell tower enclosure	\$3,491.36
Building - Front	\$1,586.23
Building - Left	\$331.25
Building - Rear	\$1,662.87
Building - Right	\$411.56
Building - Rt 45 signs	\$325.54
Building - Shed	\$690.18
Building - Wind shelters	\$495.96
<b>Subtotal:</b>	<b>\$10,700.00</b>
<b>Total:</b>	<b>\$10,700.00</b>
<b>Balance</b>	<b>\$10,700.00</b>

## GENERAL SCOPE OF WORK

We will perform standard prep as listed below.

We assume there is a water source available. If we would have to bring in water, there would be an additional charge.

We are painting all surfaces listed below.

We are applying 1 coat to most items due to us keeping color. We are using Benjamin Moore Regal Select High Build which dries twice as thick as normal paint.

The bike racks and benches are getting 2 coats due to color changes.

## 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.
  - 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.
- Caulking in areas where we are not painting.
- Resculpting trim and siding where damaged.
- Stripping existing surface coating.

**Power washing:** To remove dirt, algae, mildew and degraded or damaged wood fibers so the new finish coat will adhere properly. This step is for cleaning...not paint removal. Homes with loose paint will have many chips on the ground after washing which we can not remove until everything dries out. Small chips are impossible to rake out of the grass and planting beds so we will do our best to get them out but there will be some residue left over. Power washing will not remove oxidation stains from gutters and downspouts. Although we will thoroughly flush the exterior surfaces after washing, you should plan on having your windows cleaned after the painting is done as power washing may leave a residue on the exterior glass.

## 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	Notes/Description	Product	Paint / Primer Coats	Color
<b>Benches</b>				
Bench		COROTECH Command-Acrylic-Gloss	2	TBD
Wash				
<b>Bike racks</b>				
Bike racks		Sierra Performance Beyond-100% Acrylic-Gloss	2	TBD
Wash				
<b>Cell tower enclosure</b>				
Fence		ARBORCOAT-100% Acrylic-Solid Coating	1	TBD Match
Wash				
<b>Front</b>				
Wood - Easy Roll		Regal Select High Build-Acrylic Latex-Flat	1	Match
Window Frame(s)		Regal Select High Build-Acrylic Latex-Low Luster	1	Match
Door Frame(s)		Regal Select High Build-Acrylic Latex-Low Luster	1	Match
Fascia		Regal Select High Build-Acrylic Latex-Low Luster	1	Match
Soffit		Regal Select High Build-Acrylic Latex-Low Luster	1	Match

## Wash

<b>Left</b>				
Window Frame(s)	Regal Select High Build- Acrylic Latex-Low Luster	1	Match	
Fascia	Regal Select High Build- Acrylic Latex-Low Luster	1	Match	
<b>Rear</b>				
Soffit	Regal Select High Build- Acrylic Latex-Low Luster	1	Match	
Wood - Easy Roll	Regal Select High Build- Acrylic Latex-Flat	1	Match	
Fascia	Regal Select High Build- Acrylic Latex-Low Luster	1	Match	
Window Frame(s)	Regal Select High Build- Acrylic Latex-Low Luster	1	Match	
Door Frame(s)	Regal Select High Build- Acrylic Latex-Low Luster	1	Match	
<b>Right</b>				
Fascia	Regal Select High Build- Acrylic Latex-Low Luster	1	Match	
Window Frame(s)	Regal Select High Build- Acrylic Latex-Low Luster	1	Match	
<b>Rt 45 signs</b>				
Rt 45 sign posts	ARBORCOAT-100% Acrylic-Solid Coating	2	Match	
Wash				
<b>Shed</b>				
Soffit	Regal Select High Build- Acrylic Latex-Low Luster	1	Match	
Wood - Easy Roll	Regal Select High Build- Acrylic Latex-Flat	1	Match	
Fascia	Regal Select High Build- Acrylic Latex-Low Luster	1	Match	
Door Frame(s)	Regal Select High Build- Acrylic Latex-Low Luster	1	Match	
Door(s)	Regal Select High Build- Acrylic Latex-Low Luster	1	Match	
<b>Wind shelters</b>				
Window(s)	Regal Select High Build- Acrylic Latex-Low Luster	1	Match	
Fascia	Regal Select High Build- Acrylic Latex-Low Luster	1	Match	
Post	Regal Select High Build- Acrylic Latex-Low Luster	1	Match	
<b>Included Details</b>				

### ADDENDUM - ALL PICTURES

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Building - Benches



Building - Benches



Building - Bike racks



Building - Bike racks



Building - Bike racks



Building - Bike racks



Building - Cell tow...



Building - Cell tow...



Building - Front



Building - Front

Not painting any of the Beadboard



Building - Front



Building - Left



Building - Left



Building - Rear



Building - Right



Building - Rt 45 signs



Building - Rt 45 signs



Building - Shed



Building - Wind sh...



Building - Wind sh...

## 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.

**CHANGE ORDERS:** Any changes to the scope of work detailed above, or to the color or gloss level of the paint to be used, requires customer sign-off on a change order form and will result in additional charges to cover time and materials.

**Unforeseen conditions** cannot be predicted, and therefore are not included in this bid, should something outside the scope of work be encountered, we will notify you and proceed upon your approval.

**SCHEDULING:** To schedule your project we will need a signed contract. Our office will call you directly to discuss potential start dates once it is received. If you have any special considerations or deadlines that you need us to assist you with, please let us know and we will make the necessary special accommodations. To be fair to all our customers, all projects are scheduled in the order in which they are received in our office signed.

**PRODUCTION DELAYS:** Delays in production can happen for many reasons. Depending on the season of the year our work day lengths are affected. Such as spring and fall our work days can be shorter. Rain plays a huge part in our schedule and even a shower in the morning can stop us from doing any work on a given day. Also saturating rains may require additional drying days before we can start work again.

### COLOR SELECTION

To pick your colors, you may go to any paint store. We prefer to use Benjamin Moore Paints and can match any other paint manufacturer's colors. We will need the color name, color number, and sheen that you would like us to use. Color choices should be given to CertaPro no later than 3 days before your projects start date to avoid delays.

**Number of Coats:** We quoted the project based on our conversation with you at time of estimate. The following number of coats required is being provided for you in case you change your mind as to what the color will be so you understand why the number of coats may change. **1 Coat** - Keeping same color that is currently on surface (This includes faded colors on surfaces that can be cause from many environmental reasons) - Surface must also be in good condition. Dry wood may absorb the first coat regardless of it being the same color. **2 Coats** - Color change (This includes using the original color if surface has faded) - We recommend a 2nd coat if the house has not been painted or stained within the last 5 years or if it is dry. **3+ Coats** - Shades of Yellow or Red or Orange or a Dark Deep Base color - Or if it is a significant color change. Very old dry wood may even require 3+ coats in special cases.

- Extensive carpentry may effect the number of coats based on the surface and color selection

**COLOR CONSULTATION:** When you work with CertaPro to enhance your exterior, we want you to paint with certainty - especially regarding your color choice. We understand color decisions can be overwhelming. This process is made a little easier when an experienced color coordinator brings samples to your home and helps you choose a color palette that best suits your home, personal

taste and style. It is our pleasure to offer our customers a complimentary 1-hour paint consultation (\$200 value) to provide expert paint advice and counsel to our valued customers prior to the start of their exterior paint project.

**DECKS & STEPS:** Horizontal surfaces take a beating from foot traffic, rain, ice, and snow and will show wear before anything else. Many people choose to maintain them biannually or annually.

**SEMI-TRANSPARENT STAINS:** These stains do not result in uniform coloring of stained surfaces; some areas will be lighter and others, darker.

**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.

**CARPENTRY WORK:** Any carpentry work to be done by anyone other than CertaPro must be 100% complete before CertaPro will begin the painting work.

**CARPENTRY REPAIRS:** If additional repairs are needed and found once work has begun, we will stop and give the customer the choice to have us do the work. Carpentry work is done on a Time & Material basis at a rate of \$65 per man hour.

\*\*\* Carpentry services are excluded from any discount(s) that may be offered. \*\*\*

Payment Terms: All payments of any remaining balance are due immediately upon job completion unless prior arrangements have been made with CertaPro. If payment is to be by check, your Job Site Supervisor will collect payment. If payment is to be made by credit card, please call our office at 1-224-645-8821 to make payment. Please keep in mind that the proposed price includes a 3% discount for cash payment. Payment by credit card will result in loss of this 3% discount.

**ADDITIONAL NOTES**

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**SIGNATURES**

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08/05/2021

CertaPro Painters Authorized Signature

Date

Authorized Client Signature

Date

Authorized Client Representative Name & Title

Client

**PAYMENT**

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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 Libertyville

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

8/5/2021

Village-of-Vernon-Hills-Metra

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.

## **ATTACHMENT B**

### **DESCRIPTION OF WORK SITE**

- Police Dept.** - Exterior: Trim, Light Poles, Generator, Dumpster Enclosure  
Interior: Sally Port, Booking Area Walls & Floors
- Comm. Center** - Exterior: Fencing & Enclosures
- Village Hall** - Exterior: Siding, Cell Tower & Dumpster Enclosures, Bollards,  
Doors, Stairway, Front Pillars, Fence
- Arbortheater** - Exterior: Washrooms, Light Poles & Bollards, Trash Cans,  
Benches, Tables, Bike Racks
- VHAC** - Exterior: Washrooms, Concessions, Dugouts, Netting Poles, Field  
Signs, Gazebo, Split Rail Fences, Portalet Enclosures  
Interior: Walls and Epoxy Floor
- Metra** - Exterior: Main Building, Shed, Cell Tower Enclosure, Benches,  
Bike Racks, Wind Shelters, Rte. 45 Sign