



P.O. Box 8911  
Mesa, Arizona 85214

November 15, 2016

Festival Celebration  
C/o: Kinney Management  
Attn: Debbie Tribioli  
[debbie@kinneymanagement.com](mailto:debbie@kinneymanagement.com)  
6303 S. Rural Road  
Tempe, AZ 85283

Re: **Stucco Wall Painting  
Arrowhead and Ray  
Chandler, AZ 85224**

**PROPOSAL AND CONTRACT #7726 (revised 11-15-16)**

**I. SCOPE OF WORK: COMMUNITY STUCCO WALL PAINTING**

*The work to be done consists of furnishing all paints, labor, tools, equipment, scaffolding and all other necessary equipment and supplies to perform a complete and thorough job of repainting the designated surfaces for the above named job.*

**STUCCO**

*Spot Prime: Sherwin Williams Loxon Primer A24W300 or Dunn Edwards equivalent*

*First Coat: Sherwin Williams A-100 Exterior 100% Acrylic Flat Paint or Dunn Edwards equivalent*

*Second Coat (if necessary for complete coverage): Sherwin Williams A-100 Exterior 100% Acrylic Flat Paint or Dunn Edwards equivalent*

1. 829 linear feet (lf) behind lots 1-13.
2. 545 lf behind lots 117-123.
3. 620 lf behind lots 124-130.
4. 599 lf along Ray, behind lots 146-152.
5. 540 lf along Ray, behind lots 138-145.
6. 215 lf on west side of lots 116 and 131.
7. 256 lf on east side of lots 87 and 101.
8. 193 lf on west side of lots 86 and 102.
9. 210 lf on east side of lots 54 and 71.
10. 211 lf on west side of lots 53 and 72.
11. 423 lf along Ray, behind lots 129-133.
12. 444 lf along Ray, behind lots 1-7.
13. 357 lf in northeast corner of community, behind lots 63-64.

Our proposal includes **BACKROLLING** the wall surfaces (we don't back roll split face band). This process is slightly more labor intensive but provides superior results and better paint coverage of the wall.

- A. **BACKROLLING** is a process that helps ensure an even paint coverage of the walls that provides a "full body" appearance and also "works" the paint into the nooks and crannies of the wall. The process works as follows: A worker with a roller closely follows the worker applying the paint by spray gun. Once the paint is applied to the wall by the spray gun, the other worker follows and uses the roller over the freshly applied paint. This process eliminates spray marks, creates an even coating, provides a full body appearance, and pushes the paint into the nooks and crannies of the wall. Results are superior and last longer.

***\*\*Backrolling is very important for complete, consistent coverage, especially on stucco surfaces. This method eliminates spray marks and inconsistent fading, while covering every nook and cranny of the stucco. CLC prides itself in this best practices backrolling application on every project where many other contractors apply by spray-only methods. To see a short video on CLC and the backrolling process, please go to:***

<http://www.youtube.com/watch?v=48FvTxtIYO>

***Although the backrolling process is more labor intensive and costly than the spray-only method, CLC absorbs the extra cost to give the community a much higher quality of job for a spray-only price. Split-face block is not back rolled.***

We will use the premium grade **45 year Siliconized Acrylic Latex Caulk**. This caulk provides excellent adhesion and durability, outstanding flexibility, meets ASTM C-834, is paintable, the cured sealant is mildew resistant, and it is manufactured from the finest materials available to the industry.

- B. Includes minor crack repairs to wall surfaces. We use an elastomeric patching compound and carefully blend it into the existing wall so the repair matches as close as possible and keeps "flashing" to a minimum. The elastomeric material bridges the cracks and resists future cracking.
- C. All stucco/block walls will be pressure washed to remove all peeling, cracked, and loose debris.
- D. We will pressure wash granite below grade to expose wall surface to be painted, where accessible.  
After all previous steps have been performed, we will use **Loxon Primer A24W300 or Dunn Edwards equivalent**.
- E. All paint will be boxed to ensure proper applications of paint and to produce a uniform finish when completed.
- F. We will replace granite that was previously pressure washed in above steps.

**II. PREPARATION - Experience the CLC Enterprise Difference!**

**Surface Preparation**

- A. As members of The Painting and Decorating Contractors of America (PDCA), CLC's standards of surface preparation and paint application are maintained at the highest level. A copy of our PDCA membership certificate is available upon request.
- B. We will carefully mask adjacent surfaces and place drop cloths or tarps to cover ground.
- C. We will pressure wash granite from base of wall to insure proper coverage.
- D. We will thoroughly pressure wash wall to remove all foreign matter, efflorescence, and encrustations.
- E. All cracks, gaps, and holes (1/32" or larger) must be filled and repaired using the appropriate patching materials to match the surrounding surface profile. "Flashing" of patched areas after painting shall not be acceptable.
- F. Caulk all joints where dissimilar substrates connect.

**III. APPLICATION – Includes Backrolling!!**

- A. Apply paint by brush, roller, and/or spray method.
- B. We will apply material evenly free from sags, runs, crawls, holidays, or other visible defects.
- C. Prime with approved premium grade primer.
- D. We will apply one full coverage coat, sprayed and back rolled with approved 100% Acrylic flat paint.
- E. We use only professional grade equipment in good working order.
- F. We are qualified applicators of premium quality painting products including, but not limited to, Frazee Paints, Dunn Edwards Paints, Sherwin Williams Paints, ICI Paints, PPG Paints, and Benjamin Moore Paints.
- G. We store products immediately upon delivery, in accordance with manufacturer's recommendations with seals and labels intact.

**IV. PROTECTION**

- A. Furnish drop cloths, shields, and protective methods to prevent spray or droppings from disfiguring other surfaces.
- B. We're known for being extremely careful about protection of surfaces not being painted.

**V. DAMAGE**

We will, at all times, take necessary steps to protect the public and all property from damage during operations and will be responsible for any and all kinds of damage to the work or property caused by our employees.

## **VI. CLEAN-UP AND SAFETY**

During the progress of the work, safety shall be of the utmost importance at all times. Properly maintained equipment will be used to safeguard all persons during the progress of the project.

- A. Maintain areas under contractor's control free of waste, debris and rubbish.
- B. Remove waste materials, debris and rubbish from the job site **DAILY** and dispose of off-site, conforming to applicable regulations.
- C. All tools, brushes, sprayers, and rollers shall be cleaned either off site or at an agreed upon location prior to work commencing.

*All precautions as necessary will be taken as not to contaminate any HOA property where work is to be performed. All work areas will be cleaned daily as not to leave any trash or painting supplies behind.*

*During the process of this painting project, safety shall be contractor's priority. All public and private property will be the contractor's responsibility to protect against damage such as overspray, and falling objects. Contractor will be responsible for damages that occur during the entire project and any damages will be rectified within 30 days.*

## **VII. MATERIALS**

All materials herein specified are products listed by name and number. Unless otherwise noted, substitutions must be approved by the property manager and/or HOA Board. All products to be used shall comply with applicable health, safety, and environmental regulations.

## **VIII. WORKMANSHIP**

All work will be performed by experienced and skilled craftsmen. We will abide by the following standards:

- 1. Surface preparation will be in accordance with standards of the Painting and Decorating Contractors of America.
- 2. All finishes will be applied evenly and be and be free from runs, sags, skips, or other noticeable defects.
- 3. We will protect all adjacent areas and landscaping from damage.
- 4. We will take all necessary steps to protect the residents and their property from damage.
- 5. We will deter from applying paint in rain, fog, or mist.
- 6. We will immediately clean-up all paint splatters, spills, and over spray.
- 7. We will provide a clean and liability-free work environment.
- 8. We will reduce operational noise to acceptable levels during early and late hours.

## **IX. INSPECTION**

- A. We use a multi-layered approach to inspecting our work and maintaining our standard of quality. We will walk each area with Management or their representative after it is significant completion and a punch list will be developed. Each punch list item will be immediately addresses and then re-inspected by Management.

- B. Management to complete an inspection at the completion of work and periodically throughout the project.
- C. We will report any potentially hazardous situations to Management immediately.
- D. We will inform Management of any repairs that may need to be performed that are outside the scope of work mentioned above.
- E. We will inform Management of any areas that are not in need of painting and conversely of any areas that may need done, but are outside of the contracted area.

**X. SUPERVISION & QUALITY CONTROL**

- A. All of our employees are full-time mechanics trained for your specific type of work.
- B. Each crew has a job Foreman who maintains complete control over the project from start to finish. The Foreman will be on site **DAILY**.
- C. Each foreman is monitored daily by a Field Supervisor to assure both Quality & Service standards are strictly adhered to.
- D. Additionally, we have an evaluation program that rewards our workers for providing quality services and identifies those who do not meet our high quality standards.

**XI. WARRANTY**

- A. C.L.C. Enterprises, Inc. offers a **SIX (6) YEAR** workmanship warranty for the **Sherwin Williams A-100**. Warranty certificate is available upon request.
- B. Warranty against blistering, peeling, or other loss of adhesion of material applied by C.L.C. Enterprises, Inc.
- C. Warranty does not cover wall or paint damage caused by sprinklers or over-watering. Warranty does not cover fading or efflorescence.

**XII. CONTRACTOR RESPONSIBILITIES**

- A. Contractor shall be licensed, bonded, and insured.
- B. Contractor to provide copy of business licenses to association.
- C. Contractor to provide association with a copy of workman compensation policy prior to work commencing.
- D. Contractor to have foreman at job site daily and shall supply management with contact information for the individual responsible for the project.
- E. Work schedule shall be developed in advance of project and shall be adhered to as closely as possible.
- F. Any changes or alterations to the original agreement shall be presented in writing to management prior to any changes being made.
- G. Contractor will offer discount to all residents residing in Festival Celebration.**

**XIII. ASSOCIATION RESPONSIBILITIES**

- A. Association to insure shrubs and plants are properly trimmed from fences to allow access for Contractor.
- B. Association agrees that the contractor is not responsible for delays resulting from floods, fire, rain, direct or indirect acts of government agencies, or any other act that can reasonably be considered out of the contractor's control.

**XIV. QUALITY ASSURANCE, SINCE 1982**

- A. C.L.C. Enterprises, Inc. specializes in commercial/residential painting and finishing with **over 34 years** of documented local and state experience.
- B. All applicators are experienced and receive ongoing training in ladder safety, fall protection, etc. by C.L.C. Enterprises, Inc.

**XV. NOTES**

- A. Please advise us of any of your specifications that you find are contradictory to the scope of work we have provided. We will make necessary changes.
- B. If needed, we will need landscaping (shrubs, trees, etc.) trimmed back from walls for accessibility before painting preparation begins.
- C. We will begin work for this project at approximately 7 a.m. Monday through Friday.
- D. An inspection by C.L.C. Enterprises and an owner representative prior to the commencement of work will be scheduled to note any existing conditions.
- E. A job site foreman will be at the job **EVERYDAY**.
- F. C.L.C. Enterprises, Inc., reserves the right to work weekends, if necessary and with prior approval of management, to maintain the work schedule.
- G. A copy of our business licenses and certificates of insurance are available upon request.

**XVI. PRICE:     *Sales tax is included***

**\$11,411**

*\*\*Standard stucco repairs included. Any structural issues found will be relayed immediately to community manager.*

**XVII. TERMS:             30% down, 70% balance due upon completion.**

If payments are not made according to the payment schedule, the owner may be responsible for interest at the rate of 1 1/2% per month and any legal fees and other costs that may be incurred by C.L.C. Enterprises, Inc. in its efforts to make collection.

In the event C.L.C. Enterprises, Inc. encounters on the job site lead-based paint or any other hazardous materials and about which C.L.C. Enterprises, Inc. has not been notified in writing prior to entering into the Agreement with the Owner, C.L.C. Enterprises, Inc. shall immediately stop work and shall not be responsible for the testing, removal, disposal, or rendering harmless of such material. The Owner agrees to hold C.L.C. Enterprises, Inc. harmless as to any liability resulting from such material in the event C.L.C. Enterprises, Inc. has not been notified as foresaid. Additional costs including overhead and profit incurred by these conditions shall be reimbursed to C.L.C. Enterprises, Inc.

Any alteration or deviation from the specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the price. We shall not be liable for delays resulting from strikes or other labor troubles, direct or indirect acts of government, fires, floods, accidents or any other cause beyond our control.


Thank you for the opportunity to submit our proposal to you. I hope we can come to terms and perform the work for you with an assurance of a job well done. If you have any questions please give me call at (480) 898-7218 or my cell at (480) 208-4732.

Respectfully submitted,



Jeff Reynolds CAAM, AMS, CMCA, MBA  
Managing Partner  
C.L.C. Enterprises, Inc.

**By Festival Celebration:**

Acceptance:  Date: 2016.11.26  
Print Name: James Yoder Title: HOA President