

# Ward Two Painting Proposals Resolution Worksheet

Date: May 15, 2024

## Suggested Motion:

“I move to approve the Painting Proposal with \_\_\_\_\_ at a cost of  
\$ \_\_\_\_\_ with funds to come from GL 6562.000 Painting Contract”.

2<sup>nd</sup>:

**Summary:** Proposals from Williams Professional Painting, Palmer Brothers, and My Painter are attached.

## Vote:

	In Favor	Opposed	Abstained	Absent
Scott Buchanan				
Dave Bush				
Matthew Larson				
Jeff Lisanick				
Amanda Mullan				
Scott Mulrooney				
Mike Rothenberg				
Jim Wicker				



PREPARED BY

Yanize Justiniano

Williams Professional Painting

Yanize@WilliamsProfessionalPainting.com

110 S Floyd St, Alexandria, VA 22304, USA

PREPARED FOR

Alonzo Alexander

Park Fairfax Condominium

(703) 498-0267

alonza757@outlook.com

3360 Gunston Rd, Alexandria, VA 22302, USA

PROPOSAL DETAILS

3360 Gunston Rd, Alexandria, VA 22302, USA

Initial price is valid for 30 days, after 30 days the price may need to be revised.

ARTICLE 1. SCOPE OF WORK

We will furnish all the required materials, which we guarantee will be as specified, and we will perform all of the labor required for the completion of the painting listed below. this includes all basic necessary preparation such as scraping, spot priming, and caulking as needed for the completion of a quality paint job.

As we work through supply chain issues, we will use Sherwin Williams, Benjamin Moore, McCormick, Or Behr paints as availability allows, unless otherwise specified by the customer. Unless otherwise stated in the scope of work below.

\*\*\*INVENTORY MANAGEMENT FEE - Due to current supply chain and material inventory issues WPP must charge a 4.9% IMF. This fee is to cover transportation fees and /or shipping and handling fees since many of our materials must come from out of market or multiple locations.\*\*\*

Table with 2 columns: DESCRIPTION and TOTAL. Rows include 2023 Paint Cycle Ward 2, 50 Buildings, 3 Fully Painted Brick, 1 Sand Brick Buildings, 5 Laundry Rooms, 7 Storage Rooms, and Carpentry Time and Material.

## **30% Deposit of Contract Amount Due on Acceptance**

### **ARTICLE 2. CONTRACT PRICE AND PROGRESS PAYMENTS**

1. The owner shall pay the contractor for the labor performed and materials purchased under this contract according to the terms referenced above.

2. With progress payments to be made as outlined below:

Projects over \$5,000.00 will require progress payments (Draws) as stipulated in terms on reverse of proposal or in attachment if proposal was electronically received.

### **ARTICLE 3. GENERAL**

1. Changes in the above specifications may be made only by mutual agreement and extra charges will be made. All agreements are contingent upon strikes, accidents or delays beyond our control. Williams Professional Painting Inc. is fully licensed and insured. All employees of Williams Professional Painting Inc. are covered by workers compensation insurance.

**Due to possible labor or material increases, this proposal is valid for 30 days.**

2. Color Changes by customer after materials are purchased will result in extra charges.

3. Up to 3 colors per room, 6 per interior project and 3 per exterior project are allowed unless discussed and agreed upon in advance and made part of this proposal.

4. Estimates based on regular time rates. There will be an additional fee for overtime required by customer.

5. Drywall-Plaster- EIFS All cracks in drywall and plaster will be repaired in a professional manner according to nationally accepted standards. WPP will not be responsible for cracks caused by ground settlement or building movement. WPP does not make any guarantees related to mold and mildew behind EIFS.

6. Failure to adhere to payment terms as stated in proposal may result in work stoppage or discontinuation of service.

7. No warranties apply on projects not paid in full.

8. All project start and completion dates are approximate

9. Insect (bee's nests, Hornet nests (Etc.) / animal removal (Bats, Reptiles, etc.) That need to be removed for the safety of our workers and / or to complete the job will be paid by the client. WPP will always try to obtain the clients permission prior to contacting a pest removal service. When a service is required, any expense incurred will be billed to the client with no markup and receipts will be provided.

10. WPP is careful when working around your home and belongings- as careful as we are, sometimes things could be accidentally broken or damaged – WPP and each employee are fully insured should anything happen and we ALWAYS take care of these things if they should happen- that being said PLEASE move your precious family heirlooms-art or things of that nature- because we know these types of things cannot be replaced simply with money- so again - if you have anything in the area we will be working in that is irreplaceable, please move it to a safe place. WPP can move furniture and belongings in order to access areas we are painting if requested and will be as careful as possible. however we can't be responsible for damages.

11. WPP does not accept third party checks or checks from escrow or insurance companies that are not made payable ONLY to Williams Professional Painting

12. WPP does not provide itemized insurance company breakdowns after the estimate has been submitted. When a specific cost breakdown is required due to an insurance company claim, the client must notify WPP prior to submission of the estimate. It is not possible to provide this information after the estimate is submitted or after completion of the project due to different record keeping and job sequencing requirements.

### **ARTICLE 4. PAYMENT FOR SERVICES**

1. Any outstanding balance is due the day of completion unless other arrangements have been agreed upon in advance. In the event of any needed touchup, or incomplete work due to no fault of WPP such as waiting on other trades etc., a reasonable amount agreeable to

both parties that is commiserate with the value of work remaining may be withheld pending final completion. In the event the customer desires a walk thru upon completion and is not available to do a walk thru on the final day of the project no more than 5 percent of any outstanding balance may be withheld.

2. For your convenience we would be happy to accept your credit card but please note that a 3 % processing fee will be added to all amount(s) the client authorized WPP to charge. WPP accepts all major credit cards. When you elect to use a credit card for your deposit you are authorizing WPP to use the same card for the balance (plus the processing fee) when the job is completed unless other arrangements are made in advance.

## **Terms - Conditions**

### **Coatings Application Warranty**

Williams Professional Painting, (hereafter referred to as "WPP"), of 110 S. Floyd Street, Alexandria, Virginia 22304, 703-768-8143 warrants to the current owners of the property listed in this proposal that all coating application work performed by WPP will be completed according to professional industry standards and will be under warranty to remain failure free under the following terms and conditions: All interior coatings applied to plaster, drywall and wood surfaces shall be warranted for a period of 5 years from completion of the work. Exterior Wood, stucco and masonry substrate coating application shall be warranted for a period of 3 years from completion of the work. Metal and iron substrate (as it relates to this document, substrate is the underlying structural material upon which the coating is applied) coating application shall be warranted for a period of 1 year from completion of the work. Exterior Clear finish coatings shall be warranted for a period of 2 years from completion of the work. Previously unpainted aluminum and vinyl surfaces shall be warranted for a period of 10 years from completion of the work. In order to submit a claim for a breach of this warranty, the owner shall deliver to WPP not more than 10 days after the discovery of the defect, written notice of the defect, and the date on which the defect was discovered. WPP will inspect the areas within 7 days of notification of potential defects. If inspection determines that the defect falls within the scope of this warranty, WPP shall provide replacement service and product to correct the defect. WPP agrees to correct the defective portions of the work caused by improper or inadequate preparation and/or painting, which owner agrees will be the owner's sole and exclusive remedy. This warranty constitutes the sole and exclusive warranty made by WPP and there are no other warranties, including, but not limited to the implied warranty of the merchantability and warranty of fitness for a particular purpose and all such warranties are expressly disclaimed and excluded by the parties. This warranty also constitutes owner's exclusive remedy against WPP including for alleged negligence of WPP and otherwise, and WPP shall not be liable for any incidental or consequential damage including liquidated, delay damages or other damages. This warranty shall not be extended by any corrective service or additional material, but the remaining warranty period from the date of completion of the original work shall continue in effect and be applicable under the original terms and conditions. This warranty is not applicable under the following conditions: A) Any damage to stucco or masonry that may occur due to ongoing concealed deterioration. This may manifest itself as efflorescence, a white, chalky, leaching of salts to the surface, accompanied by a crumbling of the stucco or masonry surface. B) Coating failure due to structural damage caused by standing water, inadequate drainage, improperly installed guttering or guttering in need of repair/replacement, water sprinklers or window unit air conditioners causing continuous water saturation, leaking and/or pooling in/on or around the affected area (s). C) Coating failure due to wood rot, or damage caused by termites, carpenter bees, carpenter ants or any other insects. D) Coating failure due to structural alterations, additions, repairs or normal shifting and settling of building and substrate. E) Coating failure caused by unchecked mold or mildew growth. F) Coating failure caused by roof and/or plumbing leaks. G) Coating failure resulting from: caustic chemicals, fire, acts of God, natural disasters such as windstorms, floods, earthquakes, lightning, mud slides, tornadoes, or hurricanes.

### **TYPES OF FINISHES APPLIED**

If a finish (Flat, Eggshell, Semi-Gloss, etc.) is applied other than that specified at the time the estimate was given, an additional charge will be added to cover additional labor and materials cost.

### **BRAND OF PAINT**

All estimates are currently priced using paints and supplies of reputable manufactures. In the event of a customer's preference for a different brand of paint other than specified, a per gallon cost adjustment may be added.

### **NUMBER OF COLORS**

INTERIOR: Up to a total of 3 colors per room with a maximum of 6 colors per job (Including all wall, ceiling and trim colors), are included in the estimate.

EXTERIOR JOBS: Include up to 3 total colors. Additional colors will require an additional charge unless discussed at time of estimate and included therein, to cover additional labor and materials cost.

### **COLOR CHANGES**

The owner must choose all colors before any work is done. If a color change is required by the owner or someone other than WPP after the job begins, we may charge an additional fee for time and material expenses arising from the changes.

### **HIDDEN CONDITIONS**

If after beginning the work, defects or unforeseen conditions arise which could not reasonably have been recognized by the estimator upon first inspection (i.e. invisible defects), the owner agrees to pay an additional charge if the owner desires the necessary extra work to be done.

### **CONCEALED CONDITIONS AND WALL COVERING REMOVAL**

Due to concealed conditions that may be under existing wall coverings, it is sometimes difficult to estimate the amount of labor required for the removal of wallpaper and the wall preparation that may be needed. If concealed conditions are encountered, additional labor may be charged. All estimates for wallpaper removal and subsequent preparation are based on what is encountered "under normal conditions." If abnormal conditions are found, the owner will be notified prior to the commencement of any work that may involve any additional charges. Normal conditions would be defined as "minor patching of the wall after removal of paper that was properly installed on an adequately primed and sealed surface".

#### **HAZARDS**

The owner agrees to indemnify, defend, hold harmless and release WPP from and against any and all liability, damages, losses, claims, demands, or lawsuits arising out of or relating to the presence or removal of asbestos, mold and or any other lead contamination found at or in the proximity of the work site.

#### **PREVIOUS COAT BREAKDOWN**

In view of the fact that an additional coat of paint when applied over a previous coat, can cause peeling or loss of adhesion from the substrate, WPP is not responsible for the failure of a paint film which was not applied by WPP and which may have been previously applied to the same surface. This often occurs in the case of galvanized metal flashing and multiple coat build up. Breakdown of a previous coat due to mildew is not guaranteed under this warranty, as this is a moisture problem not a paint failure.

#### **CHARGES, PAYMENTS**

Any alteration or deviation from the specifications involving extra costs will be made only upon written agreement, and will create an extra charge over and above the estimate. Overdue accounts will be charged interest at the rate of 1.5% per month. In the event it becomes necessary to enforce this agreement by litigation, the prevailing party shall be entitled to court costs, attorney and collection fees. No contractual rights arise until this proposal is accepted in writing. WPP may withdraw this proposal at any time before acceptance. WPP may submit statements (Invoices) to owner during job progression for partial payment(s) ("Draws"), however at no time shall the customer be responsible to issue payment on any portion of work not substantially completed. WPP will determine the percentage of completion with the owner. However WPP will make the final determination as to percent complete. Owner agrees to pay WPP the full amount of each statement, within one (1) day, of the date specified. WPP may treat such failure to pay as a material breach of the contract and terminate work. Any statement balance will accrue interest at the maximum legal rate. Upon completion of the work and on the day of completion, any outstanding balance is immediately due. If payment is not made when work is completed the customer may be responsible for interest at 21% and any legal fees and other cost that may be incurred by WPP.

#### **SCHEDULE RESERVATION DEPOSIT**

A schedule reservation and good faith deposit equal to 30% of the agreed upon price is due upon signing of agreement. This amount will be credited to the total price and subtracted from any balance due upon completion of the work. In the event the agreed upon work is cancelled within 30 days prior to scheduled commencement of the work, a full refund will be made by WPP. Cancellations made within 15 - 30 days prior to the scheduled commencement of the work will be entitled to a 50% refund. Cancellations within 1-14 days prior to the scheduled commencement of the work may forfeit the entire amount of the schedule reservation fee. Refunds will be issued within 30 days. If contract states- week of date- the last day of that week (Friday) will be used for qualifying for refunds of deposit.

#### **ADDITIONAL COATS APPLIED**

If additional coats of paint are applied other than that specified in the contract, an additional charge will apply.

#### **SEQUENCING AND ORDER OF WORK**

WPP reserves the right to determine the sequence and order of work to be performed. Any interference or prohibiting of such sequencing and order may incur an additional charge. WPP reserves the right to discontinue work and cancel contract if prohibited from performing work according to preferred sequencing of WPP.

#### **UNINTENDED DAMAGES**

Because the proper prior installation of appliances and electronics cannot be guaranteed. WPP will not be responsible nor be held responsible for any damage arising as a result of the moving of refrigerators, washers, dryers or any other appliances or electronic equipment.

#### **QUALITY OF WORK**

##### **PCA STANDARD 4.8**

QUALITY OF WORK PCA STANDARD 4.8. All preparation and painting will be done at or above nationally recognized industry standards as developed and adopted by the "Painting Contractors Of America" as described in PCA Standard 4.8 "The painting contractor will produce a "Properly painted surface". A "Properly painted surface" is one that is uniform in appearance, color and sheen. It is one that is free of foreign material, lumps, skins, runs, sags, holidays, misses, strike-through, or insufficient coverage. It is a surface, which is free of drips, spatters, spills, or overspray, which were caused by the contractor's workforce. Compliance to meeting the criteria of a "Properly painted surface" shall be determined when viewed without magnification at a distance of five feet or more under normal lighting conditions and from a normal viewing position.

#### **RIGHT OF TERMINATION**

The owner and WPP each have the right to terminate the agreement which would arise out of this proposal if this proposal is accepted. Subject to the provisions above, including the paragraph entitled SCHEDULE RESERVATION DEPOSIT, the Owner may terminate the agreement in writing delivered to the on-site WPP supervisor and WPP offices of such termination, which shall take effect immediately upon delivery of the written notice. WPP may terminate the agreement which would arise out of this proposal if this proposal is accepted, upon written notice delivered to the Owner, which shall take effect immediately upon delivery of the written notice. WPP shall be entitled to payment for such material and services as provided on the work through the time of termination. The minimum payment

entitlement shall be equal to the good faith deposit on the job.

**OTHER FEES**

Listed price does not include any permits, aerial lifts, swing stages, parking fees, bonds, or other specialty or jurisdictional requirements that incur expenses in order to complete the project unless specified within the proposal. WPP can obtain permits by utilizing an authorized permit company; all such related charges will be the responsibility of the client.

**FORCE MAJEURE**

To the extent that WPP's performance is prevented or delayed, either totally or in part, for reasons beyond their control, then WPP will not be liable, and will have no obligation to return the deposit (in whole or in part) so long as it resumes performance as soon as practicable after the reason preventing or delaying performance no longer exists.

**CHOICE OF LAW**

Any litigation concerning the agreement which would arise out of this proposal if this proposal is accepted will proceed in the courts of the Commonwealth of Virginia in the City of Alexandria. This agreement shall be interpreted and construed pursuant to the laws of the Commonwealth of Virginia, except as respects choice of law or venue, which are as specified herein.

**In the event that one or more of the provisions or portions of this agreement is determined to be illegal or unenforceable, the remainder of this agreement shall not be affected thereby, and each remaining provision or portion therefore shall remain and continue to be valid and shall be enforceable to the fullest extent permitted by the law.**

**The above specifications, costs, and terms are hereby accepted.**

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ALONZO ALEXANDER

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DATE

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FRANCISCO

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DATE



8121-A Piney Branch Rd.  
Silver Spring, MD 20910  
(301) 587-0100

# PROPOSAL

Jan 24, 2024  
Control #: 48799

**Customer**

Park Fairfax Condominium  
Contact (c/o:) Mr. Francisco  
Foschi  
3360 Gunston Road  
Alexandria, VA 22302  
Phone: 703-998-6315

**Job:**

ParkFairfax Condominium  
3360 Gunston Road  
Alexandria, VA 22302  
Phone: 703-998-6315

**Management Co**

Park Fairfax Condominium  
3360 Gunston Road  
Alexandria, VA 22302

**Prepared By:**

Billy Jackson  
[billyj@palmerbros.com](mailto:billyj@palmerbros.com)

**Specifications and Estimates**

- 1. 2024 Paint Cycle Ward 2 as per scope and specifications in the RFP:
    - Prepare and paint 27 buildings complete x \$5,505.00 each = \$148,635.00
    - Prepare and paint 27 buildings with roofline and above replacement x \$4,595.00 each = \$124,065.00
    - Prepare and paint 3 sand brick buildings x \$3,476.00 each = \$10,428.00
    - Prepare and paint 5 laundry rooms and 7 storage rooms x \$450.00 each = \$5,400.00
- \* Price: \$288,528.00  
 Credit for replacement windows: \$24.00 each X 2,316.00 windows = \$55,584.00

Adjusted Contract Price: \$232,944.00

Option to paint front doors on as-requested basis of \$ 120.00 per door.  
 Option to paint back doors on as-requested basis of \$ 40.00 per door.

Carpentry repairs will be done at a labor rate of \$60.00 per hour plus the cost of incidentals (saw blades, nails etc..).

*We Propose hereby to furnish material and labor -- complete in accordance with the above specification, for the sum of:*  
**and 00/100 dollars \$0.00**

**Payment to be made as follows:**

If payments are not made in a full and timely manner according to the terms of this agreement, all guarantees and warranties, express and implied, shall be null and void. This proposal may be withdrawn by us if not accepted within 30 day(s).

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by worker's Compensation Insurance.

Signature: \_\_\_\_\_

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Name: \_\_\_\_\_



Harrison Edwards  
 Partner / Sales  
 703-232-6602  
 harrison@mypainterco.com

# Proposal

**My Painter & Exteriors**  
 2800 Dorr Ave, Suite H  
 Fairfax, VA 22031  
 571-297-3345  
 VA 2705167090  
 DC 410520000149

CONTACT	JOB ADDRESS	PROPOSAL ID	DATE
<b>Alonzo Alexander</b> 3360 Gunston Rd Alexandria , VA 22302 aalexander@parkfairfax.org 703-498-0267	WARD 2 Parkfairfax Condominium A historic District UNIT OWNERS ASSOCIATION	4202	01/30/2024

## Proposal

Item

### Exterior Preparation

- Scrape and sand to remove loose or peeling paint.
- Any cracks or holes will be caulked as needed.
- Hand wiping and dusting will be done as needed before paint.

### Daily Set-up and Clean-up:

Crew to begin work at agreed upon time per day and work a full shift until project completion. Our typical production hours are between 7:45AM - 4:30PM. All areas will be cleaned and organized before the end of each production day and all equipment and materials will be taken off site to ensure a clean property.

### Project Expectations:

1. Daily written communication and updates from your Project Manager.
2. Dedicated *minimal* 4 man W-2 crew throughout the entire project. Your Project Lead will be Pedro Sorto (info below).
3. Ensure proper safety throughout the project.
4. Bid is in accordance to the RFP. Note: 2.1 General to include 1-5, 7, 9-11. This excludes 6 & 7 as maintenance does this.

## References to a Similar Project:

Community Manager: Stephen Baldwin

Project: Arlington Village which is 601 units. We have painted 200 of their exterior units per year on a rotating basis. We are currently in our fourth year working on this contract.

- 703-920-1000
- [Generalmgr@arlingtonvillage.com](mailto:Generalmgr@arlingtonvillage.com)

Online reviews: [https://g.page/r/Cdb2pf0DJ\\_utEB0/review](https://g.page/r/Cdb2pf0DJ_utEB0/review)

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## Exterior Products & Number of coats

**Paint:** Sherwin Williams Duration or equivalent to meet community specifications

**Prime:** Full prime. Oil primer tinted towards finish coat

**Finish:** 1 full finish coat

**Sealant:** Vulkem 116 gum grade polyurethane sealant

**Laundry room primer:** Benjamin Moore Alkyd Primer

**Laundry room finish:** Benjamin Moore Alkyd Semi - gloss enamel

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## Scope of Work

**\$192,200.00**

Project to be performed Summer / Fall 2024. Project to include 54 *total* buildings; 3 of which to have the full exterior brick painted. In addition to the exterior painting, there will be 5 Laundry Rooms & 7 Storage Rooms to be painted on the interior.

### Exterior

- Brick on the exterior of 3 buildings + frieze boards / rake trims on new PVC trim
- Front door frames
- Front porches, previously painted brick surfaces under front porches, and accompanying wood trim
- Rear door frames
- *Applicable* Windows
- Breezeways and accompanying wood trim
- Previously painted iron, such as railings that are attached to buildings, stoop vents, wiring conduit and dryer vents. etc.
- Breezeway fences, laundry room fences, and boiler room fences
- Pillars and pilasters
- Caulk flashing above portico between brick & trim. Caulking to be roof & shingle grade.

### Interior

- Laundry room / storage rooms walls, ceilings, doors, door frames, & casement windows (black)

### Optional items

- Front door slabs - \$190 per

- Rear door slabs - \$110 per
- Carpentry hourly rate - \$110 hour
- Window credit - \$150 per

**Exclusions**

- Power washing (hand wash only)
- Carpentry materials
- Fascia, frieze, rake trim on most buildings (inclusive on brick painted buildings)

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**Team Lead**

See below

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**RFP**

See below

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**Site photos**

See below

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**Total      \$192,200.00**