

# **Roof Proposal**

Prepared for

Ms. Christine Fuentes for Repairs at 919 Epperson Way Sugar Land, TX 77479

Prepared For: Ms. Christine Fuentes Keller Williams Reality

Prepared by: Wynn Johnson - President *Keystone Contracting Group, Inc.* 3727 Greenbriar Dr. Suite 400 Stafford, Texas 77477

> 832-557-5326 (cell) 281-302-6738 (office) 866-903-2143 (fax)

Date: September 26, 2018



# Specifications to Repair Damaged Fascia, Soffit and Wall trim above front entrance, Rehang Damaged gutters and Replace Damaged Shingles

- Remove squirrel damaged on both ends of fascia, soffit and wall fascia on both sides of the front entrance rake and dispose of properly.
- Install new Fascia, soffit, wall fascia with new lumber and paint to match existing trim.



• Reset falling gutter with new gutter hangers and reconnect to downspout on front right side of home.





• Reset the existing gutter along breezeway and both side of the garage with new gutter hangers.









• Replace approximate 2 squares of damaged shingle located on the front slope of the home caused by tree branches.













# September 26, 2018

# **Project:** Christine Fuentes

We Hereby Propose to furnish all supervision, labor and materials complete in accordance with the above specifications, for the amounts listed below:

In consideration of the faithful performance of the covenants and agreements, herein, to the full satisfaction and acceptance of the Owner, Owner agrees to pay the Contractor the sum of:

## Fascia, soffit, Gutter and Roof Repairs

\$3,350.00

Approve

Payment Terms

Balance due upon completion

\*\* Pricing and availability of materials are subject to change. Proposal price represents price at <u>DATE</u> of proposal <u>ONLY</u>. \*

### Our proposal includes all applicable state tax.

	Keystone Contracting Group, Inc. Representative
Terms and Conditions:	Signature
This proposal agreement is subject to the terms, conditions and instructions Appearing on the face hereof and the attached page. Note: This Proposal may be with- drawn by Keystone Contracting Group, . If not accepted within 10 days	(Corporate Officer)
Acceptance of Proposal The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline herein.	Home Owners Signature
	Signature
Date Accepted:	Print Name



# **TERMS AND CONDITIONS**

#### PAYMENTS

- 1. Payment is due in full at Keystone Contracting Group, Inc. in Houston, Texas upon completion of the work. For work that will extend more than 30 days on site, payment for materials used and work competed is due and payable on the tenth (10<sup>th</sup>) day of the month following the month in which the work was performed or materials delivered to your site. Keystone Contracting Group, Inc. will invoice You approximately monthly but your total payment obligations shall not be diminished or released in the event you do not receive an invoice.
- 2. Payments not received by Keystone Contracting Group, Inc. within five (5) calendar days of the due date are deemed in default and shall bear interest from the date due at the lesser of 15% per annum or the maximum rate of interest permitted by law. In addition to principal amounts and interest owed, you agree to pay Keystone Contracting Group, Inc. reasonable collection costs, including attorney fees and filing fees, if Keystone Contracting Group, Inc. places any amount in default for collection.

#### BE SAFE - AVOID HAZARDS TO YOU AND YOUR PROPERTY

- Roofing work involves construction and demolition and can result in falling debris. You agree not to enter or permit guests or invitees to enter under the work area while work is ongoing. Keystone Contracting Group, Inc. IS NOT RESPONSIBLE FOR INJURIES TO YOU OR YOUR GUESTS WHO ENTER THE WORK AREA.
- 4. Replacing your roof is a dirty job. Dust and debris will enter your house and attic during the process. Use care in lowering your attic stairs after re-roofing to avoid any overlooked debris that may fall.
- 5. Your landscaping is important to us and we will try to avoid damage, but some damage may occur during roof tear-off and construction. You agree that we are not responsible for damage to landscaping resulting from normal construction activities.
- 6. You agree to provide Keystone Contracting Group, Inc. and material distributors unobstructed access to your driveway while work is in progress. The equipment and materials used in replacing a roof are heavy. You agree that Keystone Contracting Group, Inc. is not responsible for driveway and curb damage that results from settling, compression, or inadequate support of your driveway and curbs.

#### CONSTRUCTION MATTERS NOT INCLUDED

- 7. Replacing a roof frequently exposes pre-existing structural problems. You agree that repairing pre-existing structural problems is not a part of this Contract and Keystone Contracting Group, Inc. is not obligated to make such repairs. The appearance of pre-existing deflections from sagging rafters or trusses may be accentuated by a new roof system and you agree that Keystone Contracting Group, Inc. is not responsible if this occurs.
- 8. Building Codes and good building practices require that air conditioning, water and electric lines and pipes be located a safe distance below roof decking. You agree that Keystone Contracting Group, Inc. is not responsible for nail penetrations to air conditions, water or electric lanes or pipes that are located less than
- 3" below the bottom surface of the roof deck or any resulting damages.
- Fiberglass shingles installed in wintry weather may not lay completely flat immediately. This characteristic is more prevalent with heavier shingles. You agree that Keystone Contracting Group, Inc. is not responsible for changes in appearance resulting from this characteristic of fiberglass shingles.
- 10. Properly installing a new roof may (and frequently does) require the removal and replacement of existing flashing. During installation, siding adjacent to the flashing that is old, worn and deteriorated may break, crack or tear. You agree that Keystone Contracting Group, Inc. is not responsible for any consequential damage to siding resulting from replacing flashing.
- 11. Removing and replacing an old roof creates vibration that may be transmitted throughout the house. YOU AGREE TO REMOVE ITEMS HANGING FROM INSIDE AND OUTSIDE WALLS, SOFFITS AND CEILINGS. You agree that Keystone Contracting Group, Inc. is not responsible for damage caused to or by falling items.
- 12. It may be necessary or prudent to remove roof-mounted equipment (e.g., satellite dishes, antennas, solar panels, weather stations, etc.). You agree to have removed and reinstalled/adjusted at Your cost roof mounted equipment. Keystone Contracting Group, Inc. may remove such equipment if you do not, but will have no obligation to reinstall or align the equipment, including satellite dishes.
- 13. You agree to retain a qualified, licensed electrician to disconnect and connect electrical accessories (e.g., powered vents) attached to the roof. Our installers are not licensed electricians.
- 14. Replacement of deteriorated decking, fascia boards, roof jacks, ventilators, flashing or other materials, unless otherwise specifically stated on the front of this Contract, is not included in the Contract. Keystone Contracting Group, Inc. is not obligated to perform such work, unless You and Keystone Contracting Group, Inc. make a separate written agreement. If such work is necessary to protect roof or insure the roof's integrity, you agree to have such work performed before Keystone Contracting Group, Inc. completes the roof. You agree that Keystone Contracting Group, Inc. is not responsible for work performed by other contractors.

#### WARRANTY AND LIMITATIONS

15. Please Cooperate. We want you to be a satisfied customer. We warrant that our installers will perform their work in a good and workmanlike manner and that our roof will be free from leaks caused by defects in our installers' workmanship for a period of two (2) year from the date of installation. We will provide labor to repair roofing system components we installed but our liability is limed to performing such repairs, WHICH IS THE SOLE REMEDY AVAILABLE UNDER THIS CONTRACT. This warranty applies to completed repair work, but only as to the roof area where Keystone Contracting Group, Inc. performed the repair. If you sell the house during the warranty period, Keystone Contracting Group, Inc. will honor this labor warranty to the new owner until the sooner of one year from the date you sell the house or the end of the



time stated on the ace of this Contract. Extended warranty periods may be available to the new owner subject to agreement in writing by Keystone Contracting Group, Inc. and the new owner and payment of a fee for such extended warranty.

- 16. Roofing materials are separately warranted by the manufacturer. Keystone Contracting Group, Inc. will transfer all such warranties to you upon payment in full. You agree to complete the manufacturer's warranty documentation and submit it to the manufacturer.
- 17. You agree to notify us within 72 hours of discovering a leak and to take reasonable immediate actions to prevent further damage. Keystone Contracting Group, Inc. will send a representative to any reported leak. Multiple inspections may be necessary to determine the cause of the leak. You agree to cooperate with such inspections by providing Keystone Contracting Group, Inc. reasonable access at reasonable times to the interior and exterior of your property to investigate a leak.
- 18. YOU RELEASE Keystone Contracting Group, Inc. FROM AND AGREE NOT TO PURSUE CLAIMS AGAINST Keystone Contracting Group, Inc. FOR ENVIRONMENTAL CONDITIONS, INCLUDING (BUT NOT LIMITED TO) THE PRESENCE OF MOLD, CLAIMED TO BE CAUSED OR WORSENED BY MOISTURE, LEAKS OR WATER, EVEN IF SUCH CONDITIONS ARE CLAIMED TO BE CAUSED BY ANY NEGLIGENCE OF Keystone Contracting Group, Inc. OR ITS INSTALLERS.
- 19. You agree that Keystone Contracting Group, Inc. is not responsible for damages from fire, windstorm, hail, tornados, hurricanes or other hazards to work in progress or completed work, even if it occurs during the warranty period, absent a separate written agreement signed by you and Keystone Contracting Group, Inc. before work is commenced. You agree to maintain in force a policy of Homeowner's insurance covering casualty to your property from such conditions. Keystone Contracting Group, Inc. limited warranty does not apply to damage or to repairs resulting from any of the foregoing events and Keystone Contracting Group, Inc. shall have no obligation to repair or replace roof components damaged by such events.

EXCEPT AS SPECIFICALLY WRITTEN HERE, THERE ARE NO WARRANTIES EXPRESS, OR IMPLIED, INCLUDING WARRANTIES OF FITNESS OR MERCHANTABILITY, MADE OR APPLICABLE TO THIS CONTRACT.

#### **DISPUTE RESOLUTION**

- 21. Upon the request of any party, either before or after a legal proceeding is initiated, any claim or dispute regarding this Contract or the performance of services or fumishing of materials under this Contract shall be resolved by binding arbitration to be conducted according to the Commercial Arbitration rules of the American Arbitration Association and all statutes of limitation that would apply in a judicial proceeding. The arbitrators' award may be entered and reduced to judgment in any court of competent jurisdiction in the county where the work was done or Harris County, Texas.
- 22. This Contract may only be modified in writing signed by both you and Keystone Contracting Group, Inc. Neither party is relying on any statements or representations, oral or in writing, not expressly written in this Contract, all such statements and representations being immaterial and not surviving execution of this Contract. This Contract is performable in Texas and shall be governed and enforced according to the laws of the state of Texas. If any provision of this Contract is determined to be unenforceable, such determination shall not affect the remaining terms of the Agreement, which shall remain fully effective and enforceable.



Dear Homeowner,

While we are working on your home...

- 1. When shingles are delivered to your home, please check the color. If the color is not what you specified, notify your Keystone Contracting Group Claims Specialist and/or Keystone Contracting Group office immediately.
- 2. Do not loan your tools or equipment to the roofing personnel.
- 3. Be prepared for the noise. You may want to plan a day away from the house while the job is in process.
- 4. Please keep children and pets away from the work area.
- 5. Remove any loose items form the walls and wall shelves (plates, figurines, pictures, chandeliers etc.) Vibrations from the work may cause items to fall.
- 6. We will need access to your driveway to load shingles and clean up. Please park your cars, motorcycles, bicycles, boats etc. away from the house and out of the way.
- 7. Remove all items from around the house where roofing debris or bundles of shingles might fall; patio and pool furniture, potted plants, gardening equipment etc....
- 8. Check the power breakers each day to make sure they are operation correctly as tools or power vents may trip a breaker.
- 9. For each day it rains, or threatens to rain, work on your roof may be delayed until suitable weather occurs to limit both your and Keystone Contracting Group risks.
- 10. Nails fall during the roofing process and will be picked up with a magnetic nail roller. Please be advised that some nails may remain and caution should be taken with children playing in the yard and walking around your property in bare feet. Please where shoes while in yard for the first couple of weeks after construction.
- 11. If you have a gas home, check the heater or hot water heater vents/flue pipes to make sure the joints have not disconnected during the roofing process.
- 12. During a roof replacement, Keystone Contracting Group is replacing the existing roof, existing structural conditions such as foundation settlement, joist shifts and wavy deck are not part the contract and are considered pre-existing conditions to the homes structure and will not be the responsibility of Keystone Contracting Group.
- 13. Occasionally, due to the vibration, hammering and foot traffic, Spalding may occur on the interior ceiling sheetrock nail heads. Note there is no way to prevent this occurrence and Keystone Contracting will not be held responsible for these conditions.
- 14. Occasionally, homes have a pre-existing condition of improper wiring, AC lines, gas and/or plumbing lines running directly along the underside of the roof deck which does not meet current local building codes...Keystone Contracting Group WILL NOT be held responsible for damages caused by nails penetrating wiring, gas or AC and plumbing lines due to these conditions. Please notify your Keystone Contracting Group Claims Specialist if you know these conditions exist. Homeowner will be responsible for these repairs if damaged.

Keystone Contracting Group thanks you for your business!!

Homeowners Signature

Date