



26110 Clay Rd.  
Katy, TX 77493  
Phone: 281-579-9014  
Fax: 281-579-9041

**AGREEMENT BETWEEN DALE FURROW AND  
STILLO CONSTRUCTION, LLC  
FOR EXTERIOR IMPROVEMENT LISTED BELOW**

THIS AGREEMENT made the 4<sup>th</sup> day of April, 2019, by and between STILLO CONSTRUCTION, LLC, hereinafter called the Contractor or Stillo and Dale Furrow, hereinafter called the Owner. WITNESSETH, that the Owner and the Contractor for the consideration named agree as follows:

**ARTICLE 1: SCOPE OF THE WORK**

The Contractor shall furnish all the materials and perform all of the work shown on and described as follows:

**STUCCO AND SUBSTRATE REPLACEMENT SCOPE OF WORK:**

1. If needed, pull and post city construction permits as required. Schedule and wait for inspector all day until arrival. Inspections to be scheduled are framing, wind storm, insulation, 1/2" CDX plywood substrate nailing pattern, fire wall if required, 2.5 wire lathe installation and building final. Each city code inspection fee is \$250.00 x 4 / \$1000.00 plus the construction permit fee at an average of \$450.00. Totals \$1,450.00
2. Erect walk through 3'x6' scaffolding to the elevations being mentioned below.
3. Cover and protect all grounds with 6-mil poly also OSB plywood in some areas.
4. Remove stucco and substrate from walls with substrate conditions such as soft, semi soft and none:
  - Grid location F7 on photo 6.1.
  - **RED** box on photo 7.1.
  - **RED** box and grid locations I6 & I5 on photo 13.1.
  - Grid locations C4 & C5 on photo 15.1.
  - **RED** box on photo 16.1.
  - **Please note that if the wood rot continues past the area allowed for, a change order of \$32.50 per SF will be charged. The area allowed for is only up until the nearest penetrations.**
  - Structural beams running perpendicular effected will result to an additional charge of \$4,500.00 and \$6,500.00 per beam. Final cost may depend on the length of the beam and the complexity of to access the same. This does not include interior drywall repairs of any kind. Damaged structural beams at garage headers will cost an additional \$3,850.00 to remove and replace. An additional \$850.00 site visit, and stamped engineer letter fee may apply if the building code official requires it to be necessary.
5. All stucco is to be removed on recommended areas until firm wood is found. Once firm wood is found, will proceed to remove an approximate 16" of stucco. The last 4" will be hammered along the edge to create jagged edges and also to expose the existing wire mesh.
6. Remove and replace damaged framing members with new yellow pine 2x6's.
7. Remove and replace damaged substrate with new 1/2 CDX plywood.
8. Install double ply Jumbo-Tech felt paper moisture barrier over the replaced plywood.
9. Install new 2.5 galvanized lath using 1 1/4 crown staples 6" apart to every vertical framing member. Existing metal wire lath will overlap the new lath by no less than 2'-4" to each direction.
10. Install galvanized corner beads using 1" galvanized nails.
11. Install weep screed on all wall to slab transitions and as needed.
12. Install zinc control joints on all areas required.
13. Apply a 3/4" stucco system using one-part Portland, 2-part masonry mixed with torpedo sand. Stucco is installed in 3 phases described as scratch, brown and finish coat. Basecoat mixed with Portland cement is applied before the finish coat as required for bucket finishes. The cement basecoat and stucco finishes are extended to the nearest corner or natural break. Fabric mesh will be fully embedded on to basecoat on all new to existing stucco transitions.
14. Custom match existing wall color at the nearest Sherwin Williams fee. Please be advised that match may not be close to perfect but will try to match as close as possible.

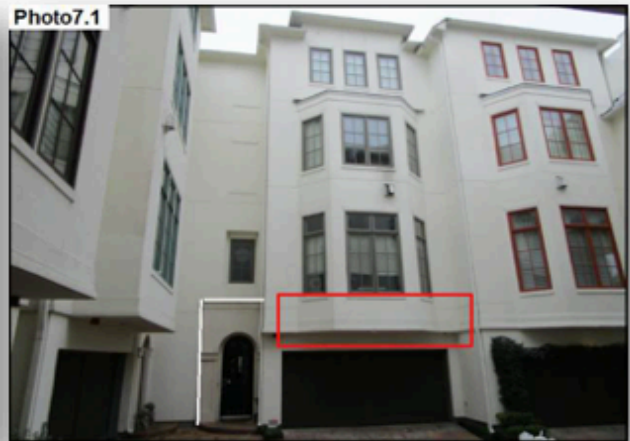
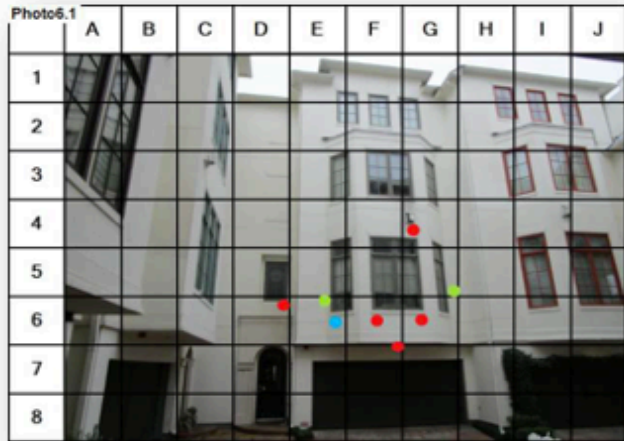
Owner Initials

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- Prime new stucco walls with Sherwin Williams stucco block filler primer. Apply one coat of Sherwin Williams Super Paint up to the nearest control joint, corner or natural break in the wall. Sherwin Williams Complex is to be used on Complete Stucco Painting type jobs.



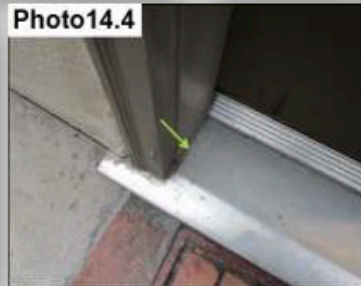
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**SEALANT SCOPE OF WORK:**

1. Remove all deteriorated sealants throughout prior to applying NP-1 polyurethane sealant or Sonmolastic 150 VLM around all of the following:
  - All stucco accent bands to window transitions.
  - All HardiPlank siding window to stucco transitions. *If applicable.*
  - All HardiPlank siding penetrations. *If Applicable.* Not including siding seams where the sidings abuts to each other.
  - All door trim to window transition. Including garage door.
  - All door construction miters. Threshold to doorframe transitions.
  - All utility breaches such as hose bibs, lamps, gas lines, electrical meter box, etc.
  - Around kick out flashings.
  - The top of all flat stucco accent bands.
  - Balcony penetrations, bolts and railing termination.
  - Stucco to dissimilar material.
  - Metal caps.
  - Gaps at the cementious fiber board panels.
  - "Kant" bead sealant joint at all stucco to flat work terminations.
  - Sealant application on shutter to window transition may not be feasible, if so, warranty does not apply to these areas.
  - Minor cracks noted on report. Please be advised this may be highly noticeable and is included here as a courtesy. Sealant price is **NOT** affected by removing this line item. If its determined that crack is too big to be sealed an additional cost to repair it will be provided.
  - Please be advised that Owner may have to ask neighbor for permission for Stillo to set ladders on their side of the property. In due case that permission is not granted, a scaffolding fee will apply to this bill of \$1500.00
  - Please be advised that complete removal of the existing caulking will not be feasible. It shall be removed on areas deteriorated only.
  - An exact match of the NP-1 polyurethane sealant to the stucco body or trim will not be feasible as there are only 9 colors available.



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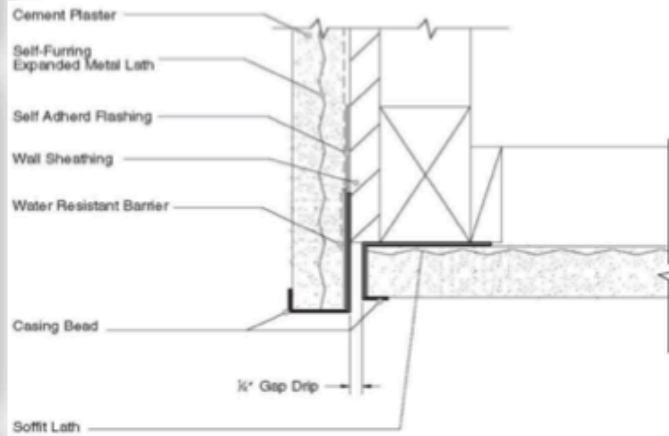
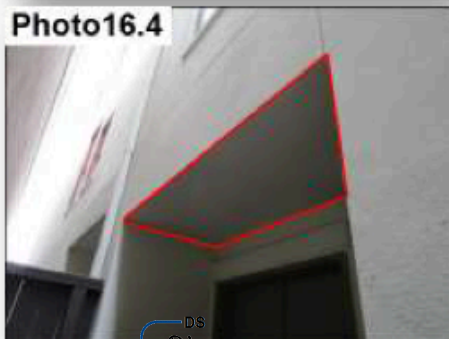
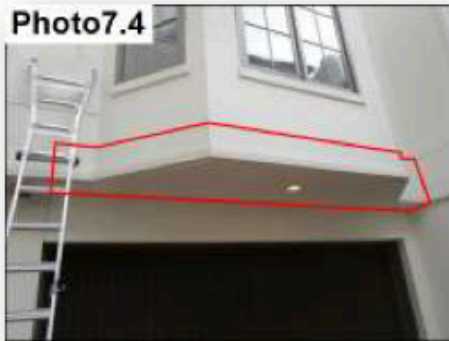
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**SOFFIT DRAINAGE RELIEF SCOPE OF WORK:**

1. Erect scaffolding as necessary.
2. Cover and protect all grounds with 6-mil poly.
3. Remove approximately 8" of stucco from each side of the outside corner-cantilevered wall.
4. Existing moisture barrier will overlap our newly installed double ply Jumbo-Tech felt paper in a roof shingle style fashion.
5. Install new plaster-stops by leaving a 1/4 gap to allow for proper drainage.
6. Install new 2.5 galvanized lath using 1 1/4 crown staples. Existing metal wire lath will overlap the new lath by no less than 2" each way.
7. Apply a 3/4" stucco system. Existing stucco is to be demo jagged and with the edges grinded approximately 1" to expose each layer previously applied.
8. Apply cement basecoat to the nearest joint, corner or natural break. Fabric mesh will be fully embedded on to basecoat on all new to existing stucco transitions.
9. Apply stucco finish/texture coat to match as close as possible.
10. Prime newly applied stucco and paint to the nearest control joint, corner or natural break.



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**CRACK REPAIR SCOPE OF WORK:**

1. Open stucco cracks noted on the report by opening to 1/8 -1/4 deep and wide in with a diamond blade saw to release stress from crack.
2. Breach open crack with cement basecoat.
3. Fully embed fabric mesh and apply a layer of cement basecoat mixed with Portland cement.
4. Apply cement basecoat from joint to joint.
5. Trowel on stucco finish/texture coat to match as close as possible. Please be advised that an exact stucco color and stucco-finish/texture match may not be feasible. Unless the entire stucco on the property is repainted/recoated with 1 coat of acrylic primer and two coats of elastomeric type paint/coating. Stucco walls and accent bands are to be washed first, all stucco penetrations well caulked and sealed with NP-1 polyurethane type caulking and then the 3 coats of paint, rolled never sprayed. Repeat the process every 10-12 years for the longevity of the stucco system.



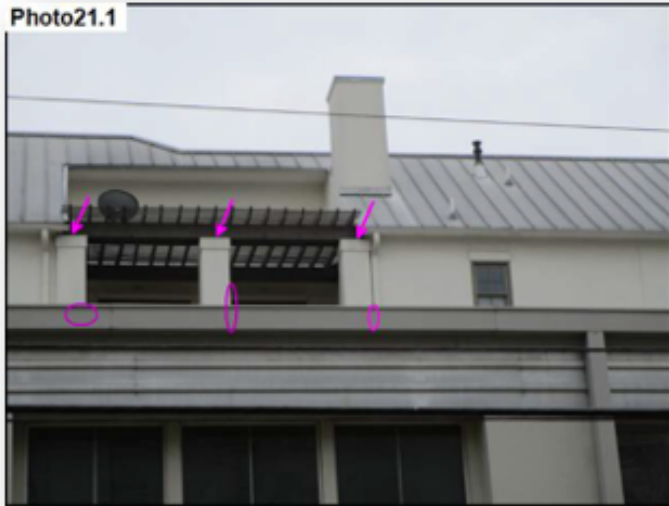
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**PRE-COATED METAL CAP SCOPE OF WORK:**

1. Install new 24GA pre-coated white metal cap flashing with 1 1/2" rabbit fasteners.
2. Seal seems and fasteners with white NP-1 polyurethane type sealant. We advise replacing the NP-1 sealants every other year.



**ELASTOMERIC COATING SCOPE OF WORK:**

1. Apply 3 or 4 coats of elastomeric coating to flat accent.



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**FURTHER ASSESSMENT TO CAST STONE VENEER ALLOWANCE:**

1. Allow Abel Subcontractor to assess further assess and repair needed.



**Cast Stone Veneer/ Further Assess**

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**ARTICLE 2: THE CONTRACT PRICE**

ITEMIZED COSTS	QTY	UNIT PRICE	AMOUNT
Stucco and Substrate Replacement Scope of Work	1	\$8,775.00	\$8,775.00
Painting Fee (Repaired areas ONLY)	1	\$820.00	\$820.00
Sealant Scope of Work	1	\$2,378.00	\$2,378.00
Soffit Drainage Scope of Work (Included in SSR)	3	\$0.00	\$0.00
Crack Repair Scope of Work	1	\$2,625.00	\$2,625.00
Scaffolding Fee	1	\$1,500.00	\$1,500.00
Pre-Coated Metal Cap Scope of Wro	1	\$760.00	\$760.00
Elastomeric Coating Scope of Work	1	\$350.00	\$350.00
Cast Stone Assessment and Repair Allowance	1	\$1,250.00	\$1,250.00
Deposit	1	-\$500.00	-\$500.00
<i>We appreciate your business!</i>	<b>TOTAL CONTRACT</b>		<b>\$17,958.00</b>

**CHECKS ARE TO BE MADE OUT TO STILLO CONSTRUCTION, LLC.**

**ARTICLE 3: PROGRESS PAYMENTS**

Payments of the Contract Prices shall be paid in the following manner:

DRAW	AMOUNT
35% Due upon commencement	\$6,285.30
45% Due upon completion of wood rot replacement	\$8,081.10
20% Due upon full completion	\$3,591.60

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**ARTICLE 4: SCHEDULE AND COMMENCEMENT DATE**

Time is of the essence in the performance of the Scope of the Work. Within two calendar days after the Commencement Date, Contractor agrees to begin the work at the site. Assuming no additional work is added, or any inclement weather occurs, Contractor shall complete the Scope of the Work no later than approximately 28 calendar days after the Commencement Date. Contractor shall not be liable for any delay due to circumstances beyond its control, including weather, strikes or general unavailability of materials.

Commencement Date: 8<sup>th</sup> day of April 2019

**ARTICLE 5: CHANGE ORDERS:**

1. Any changes to the Agreement, hereinafter called Change Order, including, without limitation, the Scope of the Work or Contract Price, shall be agreed to in writing and will be an extension of the Agreement.
2. All Change Orders shall be signed by the Owner via DocuSign.
3. Additions and deductions pursuant to a Change Order shall be assessed when additional work is assigned.
4. Change Orders shall be paid in the same fashion as the Progress Payments schedule on the Agreement.
5. If Owner declines to sign any or all Change Orders, Project Manager will require signature from Owner stating that said Change Order was denied.

**ARTICLE 6: EXCLUSIONS:**

1. Landscaping: The nature of our work requires at least 5 - 6 feet of clearance between walls and existing landscaping. Even though reasonable effort will be exercised to protect existing landscaping, all responsibility for any damages whatsoever to landscaping, including but not limited to plants, shrubs, trees, mulch, etc. is hereby expressly denied.
2. Interior Damage: Upon removal of the existing stucco facade, damaged/rotted plywood substrate and framing members, possible damage to the interior finishes should be considered. Interior damage repair is NOT included in this Contract and is hereby denied.
3. Dust: Upon removal of the existing stucco facade, loud pounding is inevitable. Dust inside the property is also to be considered. In such event, interior cleaning costs are hereby denied.
4. Color & Texture Match: Although diligent efforts will be made to match the repaired areas to the existing stucco color and finish texture, a perfect match is basically unattainable and cannot be guaranteed. A perfect match in the finish texture can only be achieved by recoating all adjacent wall areas. This Contract does not include recoating all stucco wall areas unless otherwise noted on the Scope of the Work.
5. Driveway: Due to the fact that some driveways may not have been constructed with the proper rebar structure, the tensile strength of the concrete may not be suitable to sustain the weight of the materials that must be delivered to the jobsite. Therefore, Contractor will not be responsible for cracks or damages to the driveway while loading and unloading heavy materials and/or equipment during the work process.
6. Security System: In the process of implementing the Scope of the Work, if there is an existing security system, Contractor will perform a simple disconnect and reconnect upon completion of work of the system at Owners' risk. In the event that a wiring problem occurs, Owner will contact its security system provider for proper rewiring at Owner's expense.
7. Contractor will not be responsible for damages to roof shingles or rain gutters.
8. No back charge will be paid or accepted unless prior note of back charge is given with a firm estimate of back charge and a chance for the Project Manager to review matter.

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**ARTICLE 7: CONTRACTOR RESPONSIBILITIES:**

1. Scaffolding will be erected as per OSHA requirements.
2. Scope of the Work shall be performed using the highest degree of skill, care and workmanship. Contractor recognizes and agrees that the Contract Price has been based upon such skill, care and workmanship.
3. Contractor agrees that it will provide all tools and equipment for performing the Scope of the Work at its own cost.
4. Contractor shall inform Owner if any additional damage is found, such as wood destroying insects. Contractor is not responsible for locating or repairing said damage.
5. Contractor agrees to keep premises clean of debris throughout the general Scope of The Work. Construction debris shall be placed inside an 8’x8’ plywood containment.
6. Contractor shall provide for portable toilets for its workers. Such provision does not apply to all projects. Discounts for not placing portable toilet for workers is denied.
7. Insurance certificate reflecting General Liability Insurance and Workmen’s Compensation will be provided upon request.
8. We propose hereby to furnish all material and labor in order to complete the Scope of the Work in accordance with its specifications for the Contract Price.
9. All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices.

**ARTICLE 8: OWNER RESPONSIBILITIES:**

1. Contract must be signed prior to start of job.
2. Owner to carry fire, tornado, and other necessary insurance.
3. If objects obstruct access to surfaces being worked on, customer shall remove and replace any such at its sole expense.
4. For such projects that involves work directly above the garage, vehicles must be kept out of the garage for the full duration of the project.
5. Owner or any other person not a part of Stillo Construction, shall not attempt to direct workers on the site, exclude them from the site, demand work from them, remove the permit from the site or interfere in any way with the Contractor’s work.
6. Owner must remove any and all items of value from the work area, including on the interior of the house, prior to commencement of Scope of the Work. Contractor will not be responsible for any damage to said valuables.
7. Progress draws are required prior to moving on to the next stage of the scope of work.

**ARTICLE 9: THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, other documents listed in this Agreement and/or Modifications issued after the execution of this Agreement. These form the Contract and are as fully a part of the Contract as if attached to this Agreement. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral, and, therefore, will affect completion dates proportionately.

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**ARTICLE 10: WARRANTY**

Contractor warrants that the Scope of the Work and each component thereof shall be free from defects (including, without limitation, water intrusion) in material and workmanship for two (2) years following the completion of the Scope of the Work. During the warranty period, Contractor shall at its own cost and expense, correct any defects in materials and workmanship. In the event that there is no weather barrier present, or any other unconventional stucco applications; Warranty will be void. 2-year limited transferable warranty pertains to the work performed at:

5308 LaBranch St. Houston, TX. 77004  
dalefurrow@usa.net

**ARTICLE 11: WARRANTY TERMS**

1. Warranty document will be provided upon receipt of final payment.
2. Warranty is transferable.
3. Owner has 30 days to report any warranty issues from the time of said event.

**ARTICLE 12: CARE AND MAINTENANCE**

1. In order for the stucco system to maintain its integrity it must be kept moisture free. Proper preventive maintenance is key to achieving this. Failure to maintain your stucco properly could result in costly structural repairs, invitation for termites and in some cases cause mold within the wall cavity. STILLO recommends the following.
  - Cleaning: Lightly power wash walls as needed. It’s also of vital importance that downspouts and gutters are installed and regularly maintained by removing any accumulated debris so they may properly portray their purpose.
  - NP-1 Polyurethane Sealant/Caulking: Ensure that all penetrations and all stucco to window frame and door transitions are well sealed with NP1 sealant/caulking to prevent moisture intrusion. Touch up NP-1 sealant every 2 – 3 years.
  - Stucco Elastomeric Painting/Coating: Thoroughly wash, roll (never spray) one coat of acrylic primer and two coats of quality elastomeric type paint/coating every 10-12 years. Quality elastomeric paint/coating has elasticity properties that seal hairline cracks that could allow moisture intrusion.
  - Visual Inspection: Yearly, hire a level II stucco inspector look out for cracks, aging sealants, accumulated debris in downspouts and gutters preventing proper drainage, visible signs of moisture intrusion such as water stains, mildew, etc.
  - Invasive Stucco Inspection: Every 3<sup>rd</sup> year, following the continued yearly visual inspection, hire a level II stucco inspector to perform an invasive stucco inspection.
  - Extend Warranty: STILLO recommends purchasing our Stucco Service Plan and extending your warranty. Service Plan Agreement is on ARTICLE 14.

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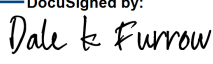


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**ARTICLE 13: TERMS AND CONDITIONS:**

1. Upon removing and resetting the windows as needed, there may be a 1/2" gap between the sheetrock and the window. This provision will apply only if the framing members are completed rotted out around the windows.
2. In addition to the above repairs, continual proper maintenance is critical to the future integrity of stucco systems. It is recommended that Owner performs or contracts to have routine maintenance performed on, at least, an annual basis. These procedures include (but are not limited to) maintaining sealants at all terminations and penetrations, cleaning debris from sensitive areas (such as gutters and flashings) and performing moisture analysis to ensure the continued integrity of the system.
3. Indemnification (Hold Harmless) Clause: Contractor shall indemnify, hold harmless and defend Owner for all losses, damages, costs and expenses (including, but not limited to, reasonable attorney's fees and litigation or arbitration expenses) to the extent such losses, damages, costs and expenses result or arise from (i) personal injury or death of any person or property damage that arise from or are related to the Work, (ii) failure by the Contractor to pay any subcontractor, and (iii) mechanic's, material man's and similar liens and encumbrances (provided that Owner shall have paid the amount or amounts owing Article 2). Agreement and Governing Law. This Agreement contains all of the agreements between the parties. The Agreement may be modified only upon written consent of both parties. This Agreement is shell be construed by, subject to, and governed in accordance with laws of the State of Texas. Venue for any matter or controversy or litigation relative to this agreement is convenient to and shall be in Harris County Texas where the majority of the services under this Agreement shall be performed.
4. Excess Material: In order to ensure there is enough material to do the work, Contractor may order more material than may be necessary to complete said work. Any excess materials will not result in a change of the agreed upon contract price. All materials remaining after completion of the work shall belong to Stillo Construction
5. In the event that either party defaults in performing any covenant hereof, the non-defaulting party shall deliver to the defaulting party of default specifying the default and requesting the correction thereof. In the event it is not corrected within ten (10) days after receipt of said notice the non-defaulting party shall have all remedies of law and in equity for said default. In addition to any other remedy for default provided for herein or at TEXAS law, Contractor shall have the right, but not the obligation to suspend or terminate its work, to retain all deposits then held and to peacefully repossess all material previously delivered or installed for which payment has not been made in full, to remove its equipment from the job site and terminate this agreement.
6. This agreement is to be governed by the laws of TEXAS. The parties intentionally waive the right of a jury trial, in any litigation arising under this agreement, the prevailing party shall recover its attorney fees and costs.
7. The parties hereto agree to arbitrate any dispute, claim or liability between themselves by Binding Arbitration pursuant the Texas Arbitration WHEREFORE, the parties hereto have caused this Agreement to be executed the date first set forth above.

DocuSigned by:  
  
 By: \_\_\_\_\_ 4/8/2019  
 Braulio Castillo Date  
 Title: Stillo President

DocuSigned by:  
  
 By: \_\_\_\_\_ 4/6/2019  
 Dale Furrow Date  
 Property Owner

Owner Initials 



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**ARTICLE 14: SERVICE PLAN AGREEMENT**

**Stillo Limited Stucco Service Plan**

**This document is an expressed written Stucco Service Plan Agreement provided by Stillo Construction, LLC in lieu of and as a replacement of all other expressed or implied warranties. To the extent permitted by law, all other implied warranties are waived.**

This Service Plan is a program designed to extend your warranty by maintaining the stucco system and polyurethane sealant/caulking around all penetrations, in an effort to prevent moisture intrusion into the wall cavity.

Under this plan, the Owner agrees to hire an independent level II stucco inspector to perform a thorough yearly visual stucco inspection and an invasive stucco inspection every 3<sup>rd</sup> year. If the required inspections are not performed in a timely manner, this plan will be voided. Inspections must be performed by one of the following third-party stucco inspectors: Lone Star Stucco, Stucco Spec, Stucco Check, Hedderman Engineering, Fox Inspection Group, Lynn L.K. DeGeorge, Exterior Inspections, Bryan and Bryan or Houston Inspections.

Firm quote for any possible stucco maintenance will be provided to the Owner. Maintenance scope of work will be based on the stucco inspector's findings. Peeling of the NP-1 and any soft substrate conditions behind the stucco are covered under this service plan at no additional cost.

The cost of the maintenance is to be billed to the Owner at a prorated rate. Maintenance cost below may vary depending on accessibility and quantity.

- Aged sealants around window frame to stucco transition.      Approx. \$75.00/window.
- Stucco cracks.      Approx. \$750.00/12'x12' wall section area.
- Stucco paint and or stucco finish coat delamination.      Approx. \$750.00/12'x12' wall section area.
- Stucco blisters or bubbling.      Approx. \$750.00/12'x12' wall section area.
- Impact damages on walls.      Approx. \$750.00/12'x12' wall section area.
- Insufficient stucco clearance at finish grade.      Consult with landscaper.

**Cost of the Stillo Service Plan Agreement is \$350.00 yearly. Initial payment is due upon job completion.**

**Stucco Service Plan is extended to the following homeowner:**

**Name:** Dale Furrow  
**Address:** 5308 LaBranch St.  
**Tel:** 713-478-1585  
**Email:** dalefurrow@usa.net

I hereby agree to Stillo Stucco Service Plan:

Approve Service Plan

Decline Service Plan

Date: \_\_\_\_\_

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