

ICE



Stucco Repair

www.cestuccorepairs.com stuccogreg@gmail.com Phone 281-733-3106



PROPOSAL FOR REPAIRS 99 LAKESIDE COVE THE WOODLANDS 77380



December 5, 2022
Charles Molsberry
cmolsberry@yahoo.com

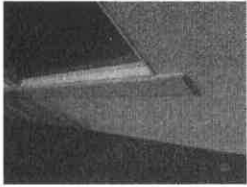
ICE offers the following proposal for all repairs as identified in the inspection report provided by you and/or your agent. Our price is inclusive of all materials, labor, scaffolding, warranties and insurance.

Upon review of the report, we offer the solutions as indicated herein. Each item will be identified to coincide with page number and grid location. Note that any grid location that projects a firm substrate is not in need of repair. Depending on the moisture levels, semi-firm substrates may be acceptable. Any location projecting semi-soft or worse will be cut out and repaired as listed below. Wooden trim, wooden windows and any carpentry items not associated with substrate or framing will have to be addressed with a trim carpentry specialist. Moisture percentages do not dictate our course of action, substrate conditions do. There may be some small areas of rust or light staining. These are cosmetic items only and unless the owner is interested in discussing painting of the home, this would be considered maintenance and not included in this repair proposal unless specifically addressed.

WE ARE NOT LIABLE FOR THE ERRORS OR OMISSIONS OF HEDDERMAN SERVICES AND THEIR INSPECTORS.

SEALANT WORK: TOUCH UPS ONLY

The report indicates partially inadequate sealants at windows, doors, flashings, balcony fasteners, and penetrations. The sealants for windows and door pertain to the perimeter of the window and door frame. ICE will install a new fillet bead of high grade, low modulus, polyurethane caulking in the appropriate color. For some penetrations clear based silicone may be the best option. We will use the best suited sealant for those areas. Sealants are addressed in this particular area of the scope of work and, for your convenience will not be addressed in each page or line item. Our proposal includes all windows, doors, penetrations, and everything stucco to stucco and stucco to dissimilar material. Sealant materials are not warranted by any manufacturer.



Cost: \$500.00

Page 19, 23, 24

CRACKS/IMPACT DAMAGE/RUST STAINS/GENERAL MAINTENANCE: Cracks that are identified in the report will be sealed by one of the two following techniques. Cracks that are large enough to fit a credit card in will be back cut with a grinding saw. Once we have enlarged the opening, we will seal with a 4.5-ounce fiberglass mesh coated with a flexible cementitious base coat. After drying we will texture and color to match. If the crack is hairline, we will seal with a textured polyurethane sealant and then color to match. Repair of cracks will be noticeable. If you wish for the crack repairs to be better blended, please consult with us regarding the painting of the entire region at an added cost. **If cracks are not identified in the report, they are not part of this proposal.**

Run off stains, efflorescence and paint delamination reflected in the report will be cleaned and/or corrected.

P24-Microbial growth that is noted on the report will be cleansed with a mild solution and done by hand. Power washing stucco homes is harmful to the finish and simply should not be done. Mildew will return and should become part of your homeowner maintenance program.

Light colored homes may show the crack repairs. We do paint larger portions to assist in blending however, the existing paint will be weathered which may be noticeable compared to the fresh paint in the repair field.

Cost: \$1433.00

Page 10 & 12



Note: EVERY balcony on this home is improperly flashed. Your inspector has failed to identify the missing drip edge flashing on each balcony. The drip edge is needed to allow water to divert from the face of the balcony.

Cost: \$1000.00

Page 10

3, 4, RED BOX BELOW: Cut out and remove these areas down to the rotted substrate. Cut two additional feet in all directions to ensure that we have covered the areas reported by your inspector. Remove any rotted sheathing and framing members that may exist. The substrate will be replaced with new OSB, replace/scab in rotted framing members with either 2X4 or 2X6, (which ever was used prior). Once the new substrate is in place, we will apply Sto Emerald Coat with StoGuard joint fabric, (a liquid applied waterproofing membrane) and a slip sheet of building felt. A new $\frac{3}{4}$ inch stucco system will be installed to match the current stucco texture and color. The system will include a slip sheet of building paper, 2.5 self-furring metal lath, galvanized casing bead, proper weep screed where required, galvanized corner beads where required, two applications of Sto 108 stucco base, one application of Sto primer, one application of textured finish or textured wall with painted finish tinted to match the existing home.



Note: Your inspector has failed to indicate if there is missing or improper kick out diverter flashings at the stucco to roof intersection above probe location 2. We will inspect those on our own and if they have failed or are missing, a cost range to replace them will be \$0 to \$500.00 in addition to the proposal amount.

Cost: \$1900.00

PROJECT DURATION: The anticipated time from start to finish will be **4-6** working days barring weather delays or delays caused by the inspector. Working days are Monday through Saturday. Day one starts at 9:00 am and each day after will start between 8-8:30 am. We will work until 5:30-6:00 or later depending on progress and weather. If we hit a stretch of rain, we will ask permission to work on Sunday.

EXCLUSIONS: Repairs to wood window and door trim are excluded. Inspecting and/or repairs to your roof are excluded. Replacement and/or repairs to your windows or doors are excluded. Cleaning of gutters is excluded. Removal of landscaping is excluded. Repositioning of sprinklers is excluded. Interior repair work, unless specified, is excluded. Anything related to plumbing and electrical work is excluded. Investigation and/or remediation of mold is excluded.

Railings associated with balcony repairs that are rusted, broken or are in disrepair are excluded from our scope of work. Railing painting is excluded from our work unless otherwise stated. Railings that contain glass must be removed prior to our arrival and replaced by a specialist.

This proposal details everything that we intend to repair on your behalf, if it is not listed in this proposal, it is not included in this proposal.

Structural beams are unable to be inspected with a probe and will only be discoverable when the wall is open. If we uncover a compromised structural support beam, we will be mandated by code to remove and replace the beam. Beam costs are dependent upon size and how many structural support struts and beams we need to lift the house and support it.

Beam costs will range from \$5,000.00 to \$8,000.00 for beams between floor 1 and 2.

Beams costs will increase by \$3000.00 for beams between floor 2 and 3.

Beams costs will increase by \$5000.00 for beams between floor 3 & 4.

IT IS UNCLEAR IF BEAMS WILL FALL INSIDE OF OUR REPAIR FIELD. THERE MAY BE A BEAM IN THE REPAIR FIELD PAGE 6 LOCATION 6. WE NEED TO OPEN THE WALL TO DETERMINE.

Page 17 is excluded. The inspector has failed to include quantity, locations, and moisture readings to determine if head flashings are required to be installed.

PROJECT COST: *Four Thousand Eight Hundred Thirty Three Dollars and Zero Cents* (\$4,833.00). All work will be invoiced properly.

PAYMENT SCHEDULE: Payment is broken down into two installments. 50% of the total contract is due prior to work starting. The balance is due upon successful completion of the project. We accept two methods of payment.

Electronic Bank ACH Payment. An electronic invoice will be issued to you and provide you with the method of payment through bank ACH. This service carries NO fees. At the time of contract acceptance, advise if this is your preferred method of payment.

Electronic Credit Card Payment. An electronic invoice will be issued to you and provide you with a method of payment through all major credit cards. This service carries a fee of 2.75%. At the time of contract acceptance, advise if this is your preferred method of payment.

A \$350.00 non-refundable deposit will apply when the contract is provided. This amount is credited to balance.

Your method of payment must be identified prior to starting.

SCOPE OF WORK: We will abide by the scope of work as it is detailed in this proposal. If you have any questions, concerns, discrepancies or prefer to adopt other methods that may differ from ours, please advise us prior to the start of your project. Once the project begins, we will not deter from the stated scope of work.

WARRANTY: Two-year labor. Three-year coatings. Manufacturers do not warranty sealants. The ICE warranty does not guarantee water intrusion at any time. The ICE warranty only covers the repair or replacement of any or all work which is defective in workmanship or materials, together with any adjacent or ancillary work which requires replacement because of defective work. Caulking is not warranted by the manufacturer. It is weather reactionary and while the sealants that we use are generally in place for 18-24 months, extenuating circumstances may require that you maintain them earlier or even later than recommended times. Hairline cracks are common in stucco homes. Hairline cracking is not warranted. If the contracted amount is not paid in full, the warranty will become void.

At the end of the two-year limited warranty, you may elect to extend the warranty for an additional two years. To achieve a warranty extension, we require that you contact your original stucco inspection firm and have a visual inspection of the property. In addition to the inspection, you must engage ICE to re-caulk the property at an agreed upon cost. Utilizing a different stucco inspection firm will void our liability under the original warranty. We reserve the right to decline future work.

PHOTOGRAPHIC DIARY: As part of our scope of work, we will establish a DropBox photo file and link you to it. We will take photographs and place them in the file so that you will have a photographic record of the work that is performed.

PERMITS: If required, we will pull all necessary permits and schedule any required inspections.

We reserve the right to work without a permit if your home falls within the new flood plain. The reason for this is that to obtain the permit there are documents that you must get notarized. Once we have received the documents from you, we must make an appointment to meet with city flood officials. If we are granted the permit, then there is a city inspector that will contact us 2-4 weeks after obtaining the permit to set up a pre-construction meeting. After said meeting we are then able to schedule your work. In most cases this will be 4-8 weeks. The city is not well organized and the delays in allowing us to schedule your job are hampering our ability to maintain a schedule. The work that is proposed in this document has not one thing to do with flooding. Should you wish us to obtain the permit we require a \$1,000.00 non-refundable deposit at the time of contract execution. You will have to wait to set a start date.

SCHEDULE: As with any reputable firm, our schedule is usually quite full. When we allow for project durations we always build in a day or so for weather problems. When we hit great stretches of weather, our schedule accelerates. We have found that it is easier to move our clients up than it is to push them back. Of course, good work is worth the wait! Please contact us regarding scheduling as it changes daily. We will try to accommodate you as best as possible.

PROPOSAL EXPIRATION: This proposal is good for six months. If a contract is agreed upon inside of this proposal time frame, then the proposed number will be carried. If a contract is not decided upon in this time frame, then the owner must check to see if the numbers will be good at a later date.

ICE can provide you with a certificate of insurance listing you as a certificate holder. We carry appropriate general liability.

MATERIALS: ICE Stucco Repair certifies that it will always utilize the best quality materials. We will not substitute materials that may compromise your warranty. We do reserve the right to utilize any materials of equal or greater value at any time depending on inventory shortages, material supplier ability to provide materials timely and, ability to have specific materials meet certain demands. All material suppliers are paid weekly and at no time will we have materials due and owing at project closeout.

WASTE DISPOSAL: All waste associated with this project will be properly disposed of by us in the container we provide. **YOU MUST MAKE SPACE AVAILABLE FOR US TO SET UP.** Our disposal services are contracted with a third-party disposal company. We will do our very best to have the disposal company regularly service the job as well as getting the final disposal containers removed as fast after we finish as possible. Final payment will be due in accordance with the contract and proposal and the timely disposal of final container bags will have no bearing on issuance of final payment. The final payment is due upon completion whether the containers are on site or not.

Depending on the length of the project, we may, at our discretion, opt to set portable restroom facilities for our men. We will need a location on the property for this service. Our portable restroom service agreement states that the unit will be serviced once per week unless deemed necessary by our foreman.

MISCELLANEOUS: Unless otherwise stated, our crew will NOT require entrance into your home at any time during this project unless otherwise specified. During the project ICE will provide an onsite foreman, skilled mechanics and carpenters, qualified laborers, and upper-level management inspections.

During the time that we will be on site, we will require the use of electrical outlets and water. Our usage is minimal, and you will not see major reflection in your utility costs. There is no need for you to leave your home. We will properly protect and cover all areas that we are working on. This will be for the duration of the job. Additionally, we will cover shrubs and driveways and walkways to prevent damage from our material. During the work our materials will need to be stored close to your home. It is imperative that any personal belongings that rest in the work area be removed before we arrive. Our crews will not move patio furniture, plants, decorative items or any such article not related to the repair process.

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 can only be achieved by re-surfacing adjacent wall areas. When accepting this proposal understand that there will be a noticeable difference in the areas that we work in and that we are not responsible for obtaining a perfect match texture or finish. You may wish to research your paint codes and provide this information to us prior to work beginning. If you provide paint information you are responsible for the color. Understand also that homes that are white as the primary color will not be matched. White will show dirt and staining that will be imbedded into the samples that we take for computer matching. If you have a white home, you may want to have the home painted in its entirety. This proposal does not include re-surfacing all stucco walls.

This is a construction project. During the removal process there may be some minor interior sheetrock damage, nail pop, cracks, or other minor issues. While we exercise all due care, the may be unavoidable. Interior drywall repairs are excluded. When you execute your contract be certain that you have understood this section as this proposal will be binding to your contract.

This proposal is based on repairing an existing structure. Landscaping may be affected by us having to work in beds close to the structure. We will take every precaution to protect shrubs, plants and mulch beds but we cannot guarantee nor are we to be held liable for loss of vegetation. Should you wish to consult a professional landscaper and have your shrubs and/or beds tended to prior to work or protected in any other manner, that is to be left to your discretion and cost.

STUCCO INSPECTION REPORTS/INSPECTORS: We rely very heavily on the stucco inspection report that you and/or your agent or representative has provided, to be able to pinpoint damage. By using the report, we can determine conditions without the need for wastefully cutting out areas to discover the underlying conditions. This is a tremendous cost savings to you. ICE is not responsible for the findings of others. ICE, its employees and any division shall not be liable for non-visual defects, unseen or unreported defects or hidden damage not disclosed by the owner or agent of the owner that may exist on the property in question and hereby disclaims any liability thereof. ICE is not responsible for incorrect findings nor are we liable to refund monies for false reporting. ICE is not liable for the determination of where, when, or how the inspection is or should have taken place. All parties concerned agree to hold harmless and indemnify this company involving liabilities that may result as it pertains to the findings of others. The hold harmless will apply to ICE as well as the owners of ICE and its employees. ICE is not responsible for locating any source of water, insects, or damage. ICE is not obligated to issue credits for areas discovered to have been reported incorrectly. It is stated that ICE must still open the wall and expose the reported damage and that it must still waterproof and return the stucco as it was. Should you go to a contract with ICE, this proposal will be part of the contract and this language will apply to the contract moving forward.

The stucco report that has been utilized to provide this proposal is the stucco report that will be used for the duration of the project. At the conclusion of this project, you may wish to bring your stucco inspector back to the project to follow up. This is your choice. **YOUR FINAL PAYMENT IS DUE ON THE DAY OF COMPLETION AND NOT AFTER YOUR RE-INSPECT.** If you elect to perform a post project follow up inspection and opt to bring in a different inspector, ICE is under no obligation to accept a new inspection company's report. ICE is under no obligation to agree with a new inspection company's findings nor recommendation.

It is stated that ICE is responsible for providing quality work and, as such, a proper warranty. While you may have enlisted the inspector to provide a guideline, the inspector is not considered

the expert when it comes to your project. As the inspector is not issuing the warranty, ICE and its management team will be considered the qualified expert decision makers on the project.

About ICE Stucco Repair: We have been performing stucco repair work in and around the Houston area since 2003. From full re-clads to window sealant work, we have the skill and knowledge to complete any project. Both managing partners combine for 60 years of weathered experience. Our employees are trained to the highest level in carpentry, waterproofing, sealant installation, and stucco application.

Each project will be assigned a managing partner, one project manager and one site foreman. The project managers and foreman are present every single day of the job working side by side with their team.

When we assign a crew to perform your work, they will not be working on anything else until they have completed the project to your satisfaction. Our employees have many years of experience, with many of them being with ICE for eight years or more.

For more information on ICE Stucco, please visit our website; www.icestuccorepairs.com and, check out our Google reviews!

Thank you very much for the opportunity to work with you thus far. We are very excited about the chance to assist you with your repair work. Please feel free to call me with any questions that may arise while considering our bid. I am here to help you in every way.

Sincerely,

Gregory S. Carter
Managing Member



*ICE Residential Exterior Repair Services, LLC
27719 Geneva Hills Lane
Spring, Texas 77386
Phone 281.733-3106*

Two-Year Limited Warranty

Property: 99 Lakeside Cove The Woodlands, TX 77380
Description of Work: Stucco Repair
Substantial Completion: February 28, 2023

Scope. Contractor agrees to repair or replace or cause to be repaired or replaced any or all work which is defective in workmanship or materials, together with any adjacent or ancillary work which requires repair or replacement because of the defective work, for a period of **two (2) years** from the date of substantial completion. This warranty is specific to the performance of the work that Contractor provided specifically identified in the Contract between Contractor and Homeowners (the "Parties") regarding the above identified Property and any change orders subsequently added to the Contract. THIS WARRANTY IS NOT VALID UNTIL THE COMPLETION CERTIFICATE (EXHIBIT D) IS EXECUTED AND RETURNED TO CONTRACTOR AND FULL AND FINAL PAYMENT IS MADE.

The following items, damage, or conditions are not included in the warranty:

1. Damage caused by outside moisture intrusion;
2. Cracks resulting from structural movement; Caulking or need for additional caulking;
3. Mildew cleaning;
4. Ordinary wear and tear; and
5. Damage resulting from severe weather events such as but not limited to tropical storms, hurricanes, and tornados.

Statute of Limitations. The discovery rule does not apply to this warranty, and the Parties, as a part of their contract, have acknowledged that there shall be no tolling of any applicable limitations period. Instead, the statute of limitations shall be shortened to two years for all purposes, including actions for breach of contract.

Notice. Homeowner must give Contractor written notice of the defective work Homeowner wants Contractor to repair or replace. Contractor is only liable for the repair or replacement of the defective work included in Homeowner's written notice provided during the two-year warranty period. Homeowner expressly waives and releases all claims except those included in the written notice provided by Homeowner to Contractor within the two-year warranty period. **Contractor reserves the right to assess the following fees if the claim for warranty falls outside of said warranty:**

Project Managers - \$300 trip charge

Managing Partners - \$500 trip charge

(1) Managing Partner and (1) Project Manager - \$700 trip charge

Costs apply to repair items outside of the coverage of the warranty.

Warranty Extension. Homeowner has an opportunity to extend this Warranty for an additional two (2) years if the Homeowner properly maintains the work performed by Contractor. At the end of the initial two-year warranty period, Homeowner must hire a third-party stucco inspector to perform a visual inspection of the property. Following the inspection, Homeowner shall engage Contractor to re-caulk and seal the home at an agreed upon price to be provided once Contractor has reviewed the inspection report.

Transferability. This warranty is transferrable in the event that the Property is sold within the warranty period. The warranty will remain attached to the original Homeowner's Contract and the terms of this warranty will strictly adhere to said contract with no variation. All parties under the warranty, whether original Homeowner or subsequent purchaser and transferee of this warranty, will be bound by the terms of the original contract. Any and all arbitration and/or legal remedies will be governed by the language in the original contract.

This warranty is immediately voided if any other contractor touches any part of the work in place that is covered under this warranty.

Disclaimer. This written warranty takes the place of and supersedes all other warranties, whether express or implied, including the implied warranties of good and workmanlike services, merchantability and fitness for a particular purpose. Contractor disclaims all other warranties. Customer expressly recognizes the disclaimer of such warranties.

ICE Residential Exterior Repair Services, LLC

Gregory S. Carter

Print: Gregory S. Carter, Managing Member



ICE Residential Exterior Repair Services, LLC

COMPLETION OF PROJECT CERTIFICATION

Owner: Molsberry

Contractor: ICE Residential Exterior Repair Services, LLC.

Project: Residential Stucco Repair, Flashing Install, Sealant Installation

Location: 99 Lakeside Cove The Woodlands, TX 77380

Contract Value: \$4833.00

Payment Received: Yes

Owner and Contractor certify to all known parties that the Project referred to above has been completed to the satisfaction of the Owner. For purposes of this certification, "Completion" means the actual completion of the work identified in Exhibit B and the Contract, including any extras or change order work reasonably contemplated by Owner and Contractor, other than any warranty work that may arise during the warranty period.

Contractor and Owner certify that all sums of money due and owing have been satisfied and that Contractor has no claims for payment against Owner.

DocuSigned by:
Charles Molsberry

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Owner Signature

3/2/2023

Date

Gregory S. Carter Managing Member
Ice Residential Exterior Repair Services, LLC.

