

TCC Stucco Repair LLC

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BBB Rating: A+
As of 5/1/2023
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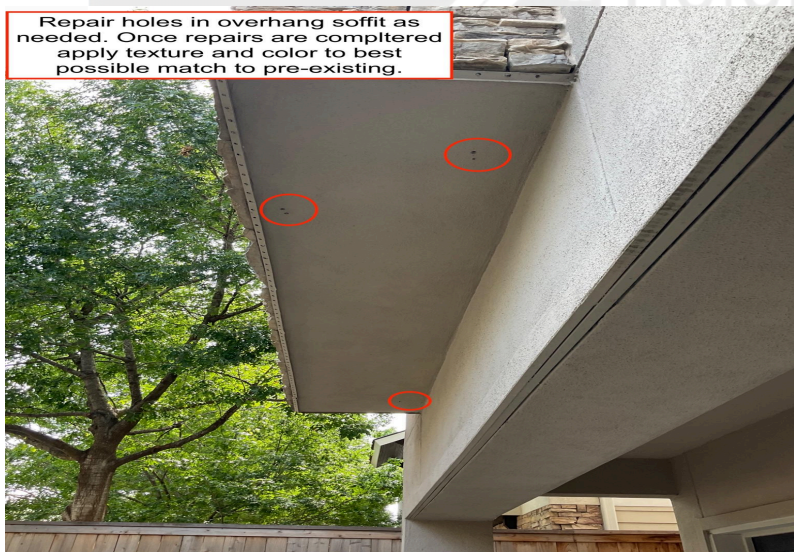
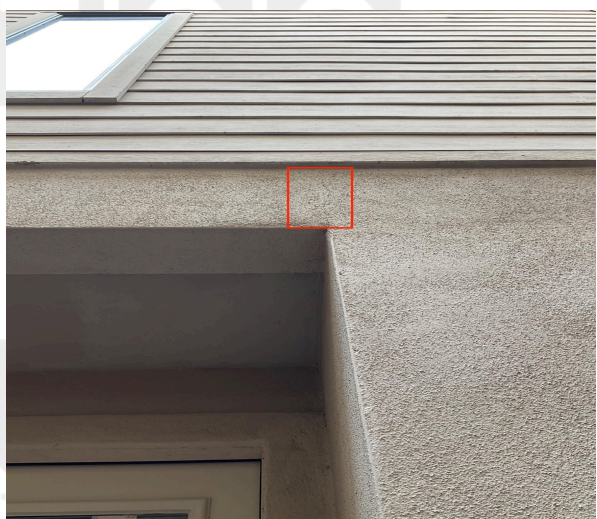
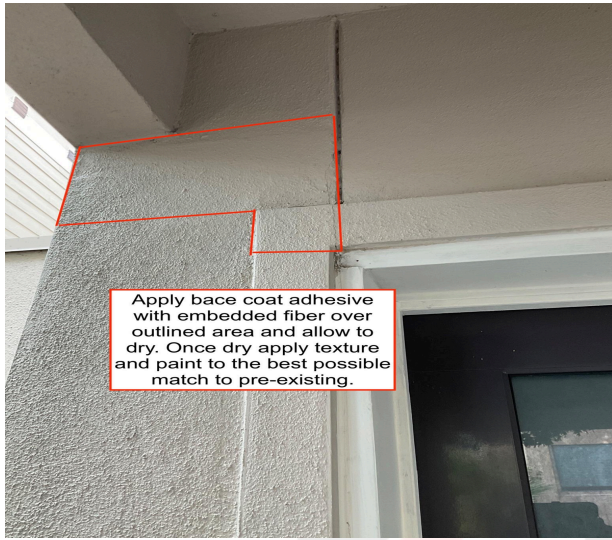
AGREEMENT BETWEEN EMILY HESLER AND TCCSTUCCO REPAIR, LLC FOR STUCCO SIDING REPAIRS LISTED BELOW. THIS AGREEMENT made by and between TCCStucco Repair LLC hereinafter called the Contractor and Emily Hesler called the Owner. WITNESSETH, that the Owner and the Contractor for the consideration named agree as follows:

ARTICLE 1: SCOPE OF THE WORK – Section 1

Scope of work , Crack Repair:

1. Apply 6 mil plastic to the grounds and set up scaffolding to reach the work areas.
2. Cracks in the stucco wall are due to shifting and movement within the home. A permanent repair is as follows.
3. Apply a base coat adhesive mixed with Portland cement and a fiber mesh over the entire wall section showing cracks.
4. With base coat cement still wet, embed a fiber mesh over the area that the base coat has been applied to using a metal trowel and let dry overnight.
5. This process allows the base coat mixture to seep into the cracks and rebond the stucco. The fiber mesh allows the wall to stay flexible to movement of the home.
6. Once dry, apply new texture to the areas of the cracks where the base coat application has been applied..





NOTE: Perfect paint color match is impossible. New paint will always look cleaner and brighter than the old paint. Paint Color match will be the best possible match. Only Sherwin Williams Paint to be used on the project.

****Any additional damage found outside of the scope of work as listed above per inspection report will be considered an unforeseen finding. This will be assessed and will result in a change order.****

**** IMPORTANT****

ANY CHANGE ORDER PAYMENTS WILL BE DUE IN FULL UPON COMMENCEMENT OF EXTRA OR NEW WORK, INDEPENDENT OF THE ORIGINAL CONTRACT AMOUNT.

PRICING

Grand Total: \$2493.88

PAYMENT SCHEDULE

First Payment of 50% - \$1,246.94 Due upon the erecting of scaffolding and commence of work.

Final Payment of 50% - \$1,246.94 Due upon completion of work.

*** Please sign and date if the payment schedule is**

agreed. X

NOTES FROM THE BID PROPOSAL

1. *Scope of work shall take approximately 3 to 5 weeks to complete. We propose a 2-day grace period be granted to the Contractor by the Owner to complete work if necessary due to unpredictable weather conditions. Please keep in mind that there is always the possibility that it may also extend beyond the 5 days because of weather conditions.*
2. *TCCStucco Repair LLC offers a 1-year workmanship warranty on all work performed.*
3. *TCCStucco Repair LLC shall provide the Owner with \$1,000,000.00 GL insurance.*

ARTICLE 2:

THE CONTRACT PRICE CHECKS ARE TO BE MADE OUT TO

TCCStucco Repair LLC

ARTICLE 3: WARRANTY

TCCStucco Repair LLC offers a 1-year workmanship and material warranty that covers moisture intrusion to substrate by way of the stucco siding providing moisture barrier application has been applied by TCCStucco Repair LLC . Warranty also covers any peeling, bubbling or excessive separation of sealant and stucco caused by the installation application process. As it pertains to work to be performed on property at, [[4415 Floyd St Houston TX 77007](#)].

Note: Should warranty need to be transferred to a new homeowner, it shall be the sole responsibility of the new homeowner to conduct inspection of Sealants around windows, doors, wall protrusions, flashings, building material transitions ect., within scope of work areas for separation and or shrinking of the Sealant. Should this start to occur, TCCStucco Repair LLC will need to be contacted immediately to repair any and all Sealant issues within the scope of work areas listed above. If separation and or shrinkage of Sealant goes unnoticed and causes damages to work performed areas, the warranty will be voided. Transfer of warranty will start once the project is completed. If warranty needs to be transferred to a new homeowner the cost to do so will be \$850.00.

Start date of Warranty . _____ . End date of Warranty. _____ .

ARTICLE 4: TIME OF COMPLETION

The work to be performed under this Contract shall be commenced upon and shall be substantially completed. Time is of the essence however, TCCStucco Repair LLC is not responsible for any delays above its control such as: bad conditions like rain, snow, temps below 40°F, or failure to pay contractor progressive payments as per the contract.

Owner Initials X _____ Contractors Initials X DB

ARTICLE 5: THE CONTRACT DOCUMENTS AS FOLLOWS.

The Contract Documents consist of this Agreement, other documents listed in this Agreement and/or Modifications issued after 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.

ARTICLE 6: OTHER TERMS

1. No back charge will be paid or accepted unless prior notes of back charge are given with a firm estimate of back charge and a chance for TCCStucco Repair LLC representative to look at and review.
2. Progress draws are required prior to moving on to the next stage of the scope of work.
3. Contract must be signed prior to the start of the job.
4. **Per our Safety culture, No work will be performed at the property with a 40% or more chance of rain.**
5. **No extra work/upgrade will be performed without a signed change order.**

ARTICLE 7: GENERAL PROVISIONS

1. TCCStucco Repair LLC shall photograph each phase of the project and document all that is discovered during the scope of work and report to the Homeowner. Photos and Findings will be provided to homeowners via email and or text message.
2. **Removal of any extra stucco outside of the agreed scope of work will not be performed if needed without an email consent from the homeowner to proceed with the additional removal of stucco.**
3. The Owner is responsible for removing and setting aside items mounted on the interior walls impacting the scope of the work.
4. If Owner decides to fire the contractor, the owner must give the contractor a written notice. The contractor shall have 14 business days to correct the problem the owner is dissatisfied with. If the

problem is not corrected within the 14 days. The contract can be terminated, and the contractor must provide the owner with a detailed listing of all work performed to date, materials purchased and delivered to date, all hours worked by its employees to date, and any non-cancellable purchases that contractor has made for the job. Any balance owed by either party shall go along with the scope of work that has been completed. Should the owner hire additional contractors prior to the end of the 14 days, this contract will be voided and the full contract price will need to be paid to TCCStucco Repair LLC.

5. *City of Houston Permits are to be acquired and paid for by the homeowner. This is an online process now and can be filled out at:
<https://www.pdinet.pd.houstontx.gov/ILMS Online Permits/default.asp>*
6. ***TCCStucco Repair LLC agrees to work every weekday and half a day Saturday with the exception of Sunday's and rainy days. Each rain delay may delay the work schedule. Contractor will not be penalized if the scope of work prolongs after the completion date due to rain day delays.***
7. *TCCStucco Repair LLC is not to present the Owner with any hidden charges or fees regarding the scope of work listed on article 1.*
8. *All change orders/upgrades shall be in writing and signed both by Owner and TCCStucco Repair LLC and shall be incorporated in and become a part of the contract. Such additional work will be charged accordingly, and the full amount will be due upon completion of the change order before proceeding to the next stage.*
9. *TCCStucco Repair LLC agrees to keep premises clean of debris throughout the general scope of work.*
10. *TCCStucco Repair LLC agrees to leave the premises in broom swept clean condition after each day worked as well at job completion.*
11. *TCCStucco Repair LLC shall not be liable for any delay due to circumstances beyond its control including, non-payment, weather, strikes or general unavailability of materials.*
12. *TCCStucco Repair LLC is responsible for carrying general liability insurance with the Owner as a certificate holder at all times during the construction.*
13. *TCCStucco Repair LLC shall fulfill all line items listed on the Moisture Warranty requirements.*
14. ***Indemnification (Hold Harmless) Clause TCCStucco Repair LLC shall be responsible for losses, including but not limited to damages, costs and attorney fees, due to personal injury or property damage that occur incident to or affect the Work (except for insurance coverage for the Property that is maintained by the Owner). GIVIEN THAT THE CONTRACTOR IS PAID IN FULL, CONTRACTOR AGREES, DURING THE PROGRESS OF THE WORK, TO PROTECT AND TO INDEMNIFY AND SAVE OWNER HARMLESS FROM ANY AND ALL MECHANIC'S AND MATERIALMAN'S LIENS THAT PERTAIN TO THE WORK BEING PERFORMED BY TCCSTUCCO REPAIR LLC, AS WELL AS SUITS, CLAIMS AND CAUSES OF ACTION BECAUSE OF DAMAGE TO PROPERTY OR PERSONAL INJURY OR DEATH OF TCCSTUCCO REPAIR LLC CONTRACTOR'S EMPLOYEES, ITS AGENTS AND ANY INDEPENDENT CONTRACTORS PERFORMING WORK UNDER TCCSTUCCO REPAIR LLC.***
15. *Insurance/Waiver of Subrogation the Contractor shall maintain during the repair process such insurance as is necessary to protect the Owner from liability (I) for damages arising from personal injury, including death, and (ii) for damages to the Property under the Builder's standard Commercial General Liability policy. TO THE EXTENT THAT THE PARTIES HAVE INSURANCE THAT COVERS A LOSS OR DAMAGE TO THE HOME OR PROPERTY, THE PARTIES HEREBY WAIVE THE RIGHTS OF SUBROGATION IN FAVOR OF EACH OTHER FOR SUCH INSURED LOSSES OR DAMAGE, INCLUDING ANY SUCH LOSS OR DAMAGE ARISING FROM THE NEGLIGENCE*

OR OTHER FAULT OF EITHER PARTY. The Contractor shall provide the Owner with appropriate Certificates of Insurance.

16. Hairline Cracks- Due to Houston TX unpredictable soil grade, TCCStucco Repair LLC will not be responsible for hairline cracks in stucco due to movement of home.
17. TCCStucco Repair LLC will not be responsible for damage to trees, shrubs, plants or grass in the work area that may be damaged due to the removal and replacement of stucco.

Exceptions:

1. TCCStucco Repair LLC will not be responsible for supplying Site dumpster. To be supplied by the Owner. (N/A for residential) (trailer dumpster will be provided as needed to haul away debris)
2. TCCStucco Repair LLC will not be responsible for removal and or installation of any windows, wall sconces, plumbing fixtures, gas lines, kitchen equipment, wall mounts, pool equipment and electrical panels. These items should they need to be removed, replaced and or reattached will be the sole responsibility of the homeowner in its entirety.
3. The homeowner shall not apply any back charges to TCCStucco Repair LLC for any of the items listed above in Exceptions line item (2) that may need to be performed by a third party contractor.

TCCStucco Repair LLC

By Contractor: X *David Benitez*

By Owner: X _____

Bid prepared by: David Benitez

Please Note: The contracted price is valid for a maximum of 30 days past the original send date due to fluctuations in labor and material costs

