

4/29/2024

From: Josh Fraundorf

Dear Sandy,

Thank you for this opportunity to provide you with an estimate. Please call me directly on my cell phone 414-232-0754 or email me directly at josh.fraundorf@gmail.com if you have any questions and/or if you would like to move forward with your project.

The following contract is in regards to the property at:

2650 N Terrace Ave

Milwaukee, WI 53211

Built-In Gutters:

We will remove the existing old failing liners in the built-in gutter system around the entire house. \$98.50hr plus materials for any wood repairs that may be needed after the old gutter system is removed. Ice and water shield will then be applied in all of the gutters around the entire house, lapping it up 3 feet onto the pitched roof facets that intersect with the gutters. 20oz copper will then be used to custom make and install a new built-in high-back gutter system around the entire house duplicating the original ones. All of the seams, meters, and outlets will be soldered. We will custom make the copper outlets to be soldered to the built-in gutters and go through the soffits and extend out to be connected to the existing 5" downspouts which are worth saving.

Total: \$33,962.00

Terms: 1/3 upfront, 1/3 upon commencement of job and balance upon completion. Please note: There will be a 3% charge for credit card payments.

If accepting estimate, please sign digitally or mail signed contract to:

Community Roofing and Restoration, INC.

1776 N. Water St.
Milwaukee, WI 53202

Should you decline our estimate, we kindly ask for written or verbal notification and any feedback you are willing to share regarding why our bid was declined. This is very important for our success, and all feedback is greatly appreciated. If you have any questions or concerns regarding your proposal, please feel free to reach out to myself or our office at 414-332-1139.

Sincerely,

Josh Fraundorf
414-232-0754
josh.fraundorf@gmail.com

Accepted By:

Submitted by:



Josh Fraundorf, President

Addendum to Contract

(1) Binding Mediation and Arbitration Process

In our 30 years and 5,000 projects we have been blessed with experiences that find us and our clients very happy to have had a meeting of the minds and partnered to create restoration products and services with beauty and durability. In the rare instance where there are disagreements or misunderstandings we insist upon a binding arbitration process, with the help of neutral Wisconsin professional associations to help us select a binding arbitrator and binding arbitration process. If for whatever reason the arbitration process does not lead to a satisfactory resolution, client will be responsible for client's legal fees, and Community will be responsible for its legal fees.

(2) Lien Rights

We and others who furnish labor or materials for this project may have lien rights on the land and buildings if not paid. Late payment charges of 1.5% per month for past due balances, annual charge of 18%, and, if client does not pay as agreed. Guarantees are null and void if client does not pay according to agreement.

(3) Substantial Project Completion

On projects over \$5,000.00 that are substantially complete, (e.g. 95 per cent of the work has been done and the house is not in danger from the elements, but not able to be totally completed for reasons outside of our control, e.g. bad weather, or awaiting the arrival of a small part for a small issue that will take a month to arrive, etc.), we would like to be paid the contract price, minus double the cost of the unfinished item. For example, let's say the contract included a copper weather vane that won't arrive for one month. If the total project cost was \$10,000.00 and we are finished, except for the weather vane, and the weather vane labor and material cost \$500, we would be happy to find you withholding \$1,000 until the weather vane is installed and pay us \$9,000 of the contract price. Prices may change after 30 days from date of our proposal. Guarantees apply only to the original purchaser of our services and products.

(4) Misrepresentations and Product Substitutions

Misrepresentations : There may be occasions where there is a misunderstanding about some of the finer, subtler points of the project. For example, it is understood that we are expected to follow the manufacturer's instructions in applying your shingles (in the case of a roofing project). But we want you to completely understand that there are phrases in the instructions that are sometimes impossible to actualize in the real world. Let us say, for example, that the instructions call for "shingle exposures" of 5." That means that each course of shingles has 5" of material exposed to the weather. But the reality of roof projects in the real world is that "there is no such thing as a perfectly straight line in nature," and that goes even more for roof decks on houses. The roof deck is never without some swaying or swelling. It is absolutely impossible to install every course of shingles exactly 5" to the weather.

Product Substitutions : Here too reality sometimes finds it impossible for us to follow the strictest letter of the contract. Let's imagine that the contract language says we will use "solar seal" to caulk the joint between the shingles and a masonry surface. Let us imagine that our supplier has run out of "solar seal" but has a product that is essentially the same. In such a situation we insist that our clients waive the right to sue us for double damages plus attorneys fees. If it turned out that one of our foreman betrayed our trust and actually used an inferior substitution, the cost of such a "deviation from perfection" on our part would be determined by a mediator and the homeowner would waive his/her rights to seek double damages plus legal fees for such imperfections in our work on their behalf.

(5) Extra Layer(s):

If there are extra layers of roofing found, there will be an additional charge of \$100.00/ per square, (per 10ft x 10ft area), for those layers, unless a different rate is quoted to you within the body of the written contract.

(6) Ice Dam Problems

There have been a couple of winters since our founding in 1975 when so much snow and huge ice dams overloaded the system's capacity on a handful of our 5,000 projects. In such circumstances we removed the ice dams at cost and encouraged the owners to consider electric cables. We would only advise that, if your roof turned out to be among that minority that required cables.

We will be responsible for fixing any damage to your inside that comes from a leak clearly caused by workmanship errors on our part.

We will not be responsible for such inside work, however, if the leak was caused by other aspects of the roof system, e.g. faulty shingles, chimney, siding, gutters, etc. that we did not contract to fix. Nor will we be responsible for any mold that occurs in your house, given the many variables contributing to the emergence of mold, e.g. excessive humidity, insufficient ventilation in your house, etc.

****PLEASE NOTE: Before work begins, it is the homeowner's responsibility to be sure to cover any items in the attic and/or garage with a tarp, to protect them from the dust & debris that will occur during roof tear offs & roof replacements.**

Submitted by:



Accepted by:

Signature area

Customer Pre-Project Checklist

The following requests are made by Community Roofing & Restoration to the occupants in the interest of ensuring the project is completed to the best possible outcome. We kindly ask that you complete the following prior to the project's start date:

- **Attic Items:** If you have storage or other items in your attic, we suggest that you cover the items with plastic (or a tarp) prior to the project start. During the roof-tear-off process some debris can fall through the small gaps in the existing roof decking and end up in your attic. Furthermore, even if your roof decking is not gapped, there is usually at least some sort of dust or debris that is currently adhered to the inside of the roof decking, which can release during the project. Covering your items with plastic (or a tarp) will prevent them from becoming dusty and dirty.
- **Lawn Items:** If you have items in your lawn, we suggest moving them into the garage, a shed, or far away from the roof to prevent damage. Although our workers are especially careful, there is always the possibility of a tool or building material being accidentally dropped during the project. We want your lawn items (patio furniture, grills, fireplaces, garden décor, etc.) to be safe during the project, so we ask that you move the items if possible.
- **Trees, Bushes, Plants:** Although our workers are top-of-the-line exterior remodelers, they are not trained arborists. It is our customers' responsibility to trim and/or cut back any trees, bushes, plants, etc., before the project begins. If this is not done, our workers may be forced (if their workspace is impeded) to cut back the interfering foliage. Avoid this situation by taking care of this prior to project start.
- **Wall Items:** Please use discretion in regard to what items you leave hanging on your interior walls during the project. Most of the time this is not an issue, but every once in a while, we will have a customer make mention that a picture or other item found its way off the wall and onto the floor during the project. Again, this is rare, but it does happen occasionally. If you have a fragile or sentimental item hanging on your wall, please consider removing for the project's duration.
- **Grass & Pet Waste:** We ask that you cut the grass and remove pet waste prior to the project start. Also, if possible, please lower the lawnmower blade when cutting. We ask this because having low-cut grass significantly helps us perform a more thorough cleanup. Some nails inevitably fall off the roof. We try hard to find them all before leaving, but having the grass cut short makes it much easier for us to find the nails. Our workers also use a "magnetic rolling rake" to pick up nails in the grass that we can't see. Long grass interferes with the tool's ability to effectively pick up the nails. Lastly, pet waste (if not picked up) finds its way onto our boots, then onto our ladders, then onto your new roof.

Thank you for choosing Community Roofing & Restoration!