



CONSTRUCTION PROPOSAL

Project:
Address:
City/State:
Attn:
Phone:

Date:

Owner:

We propose to furnish material & labor to complete above project

GENERAL CONDITIONS

1. This contract incorporates all of the agreements of the parties to date. Any changes, alterations or additions thereto shall not be binding or enforceable unless approved in writing by both parties.
2. In lieu of a Contract, the issuance of a purchase order by Owner will constitute acceptance of each and every term and condition of this contract.
3. Should workmanship defect occur after completion of the scope of work, inspections or repairs performed by Contractor shall be treated as warranty matters, and such circumstances shall not be grounds for withholding payment of the contract price.
4. When construction demolition is to be performed, Contractor shall not be responsible for damages caused by water penetration that is trapped in or under the existing building components including the roof. Contractor shall not be responsible for damages through any area of the existing structure where Contractor has performed construction demolition in preparation work.
5. A Warranty will be issued to the Owner upon completion of this contract. Acceptance of this contract by Owner shall constitute acceptance of the terms, conditions and limitations of said warranty.
6. If changes of any kind are to be added to structure, wall or ceiling after its application, such installation shall be entirely at the risk of Owner.
7. Damage occurring to the completed work resulting from acts of other contractors or persons authorized by Owner to conduct operations above or upon the completed work shall be the responsibility of Owner.
8. Contractor accepts no liability to indemnify or hold Owner harmless for damages to persons or property, except those that are the direct result of Contractor's negligent error or omission which occur during performance of Contractor's work.

CONTRACT CONDITIONS

13160 Monarch Road ◦ Tyler, TX 75707
(903) 581-8829 ◦ (903) 581-8538 Fax
1 (800) 259-6813
www.TopWallConstruction.com

DUTIES AND RESPONSIBILITIES OF CONTRACTOR:

9. Contractor's price includes furnishing all labor, materials and equipment necessary to complete the contract, subject only to latent conditions of the work area, which could not be reasonably anticipated by the examination of the existing condition, or the visual inspection ordinarily employed in the construction trade
10. If a manufacturer's warranty is required there will be an extra charge and the request shall be made in writing. Contractor will perform the work specified herein in accordance with the written specifications, if any, attached to or stated in the contract and the specifications of the Manufacturer.
11. Contractor shall not be responsible for damages arising from delay due to inclement weather (including the threat of inclement weather), strikes, fires, accidents, delays in shipment or delivery of materials, or other causes beyond its reasonable condition.
12. Contractor shall advise Owner promptly upon completion of work and submit the same for Owner's inspection.
13. Contractor will have all insurance in limits required by state law and Comprehensive General Liability Insurance coverage in force for all of its operations under this contract.
14. Contractor shall take all reasonable safety precautions with respect to its work, and shall have responsibility for compliance of its equipment and employees with all applicable laws, ordinance, rules, regulations and orders of any public authority for the safety and health of persons on the job site. Contractor shall have specific responsibility for housekeeping in its immediate work area, and will remove rubbish and debris caused by its work. Contractor shall not be responsible for the safety and health of any persons present at the job site who are not employees of Contractor.

DUTIES AND RESPONSIBILITIES OF OWNER:

15. Owner will pay contractor 50% of the contract amount upon initiation of contract. The owner shall further pay 95% of completed work each month leaving 5% in trust and that the balance of contract shall be immediately due and payable upon completion of work by Contractor. If payments are not made when due, interest, costs incidental to collection and attorney's fees (if an attorney is retained for collection) shall be added to the unpaid balance. If insurance monies are utilized to fund the project, all funds received from the insurance carrier by the owner are immediately due to contractor upon receipt in lieu of the previous stated method of payment.
16. At the time Contractor commences its work, Owner will provide Contractor with exclusive access and use of all areas where work is to be performed and such additional areas as are reasonably necessary for the Contractor to perform its work without interruption. Contractor shall not be required to perform its work while moisture conditions exist on the roof, wall or ceiling surface, unless Owner provides for removal or curing of such conditions.
17. Owner shall obtain permission for Contractor to work on or over adjoining property if reasonably necessary to perform this contract, at no cost to Contractor.
18. Owner understands and agrees that Contractor shall have no responsibility at any time after completion of the work for damages of any kind to persons or property located below the installed roof, wall, or ceiling whether or not such damages result from leaks or other weather-oriented sources.
19. Owner shall promptly inspect Contractor's work upon notice of completion, and shall either accept the work or give prompt, written notice to Contractor of omitted work or of other discrepancies. If Owner fails to give such notice to Contractor within 48 hours from notice of completion, Contractor's performance shall be deemed to be complete for purposes of final payment.

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20. Owner will rely exclusively upon the contractor's warranty for any labor or materials claims, attached hereto is a sample warranty describing the conditions and exclusions of the warranty.
21. Owner shall make no changes in the scope of work described herein or the specifications, which would tend to disqualify the installation from the issuance of any and/or all warranties referred to above.
22. If Contractor's work is to be inspected by Owner's representative. Owner agrees to make firm arrangements to have such person available promptly after notice to make inspection as Contractor's work progresses, so as not to cause delay. Owner designates _____ to execute additional work orders on behalf of Owner to accept completed work.
23. Contractor is responsible for providing activities that are commonly in the professional scope of doing business, such as; measuring, determining damage, setting values, acting as construction consultant and coordinator. The contractor is not a Public Adjuster and makes no claims of being a Public Adjuster.
24. Contractor will provide the labor to, remove and relocate mechanical or other equipment. Contractor shall have no responsibility for any such equipment whose life expectancy is borderline.
25. The owner accepts the liability for builder's risk insurance for the benefit and protection of Contractor.
26. It is the responsibility of the Owner to address any concern about ponding areas in the roof before work commences. It is the Owner's financial responsibility to select method to eliminate the ponding water.

SCOPE OF WORK

SHINGLE SCOPE OF WORK

1. Tear Shingles off to the deck.
2. Inspect deck for deteriorated plywood.
3. Mechanically attach shingle underlayment to the deck.
4. Install modified in the valleys.
5. Install ____ yr. shingles to the deck according to Manufacturers specifications.
6. Remove and replace ridge cap.
7. Remove and replace sheet metal vents as needed.
8. Remove and replace lead vents as needed.
9. Inspect step flashing and repair as needed.
10. Re-flash chimneys.

LOW SLOPE ROOF AREAS

1. Remove low slope roof down to the deck.
2. Inspect deck repair as needed.
3. Mechanically fasten _____ insulation to the deck if insulation is required. (Except Concrete)
4. Hot mop white granulated SBS modified sheet to the base sheet.
5. Install new 24 gauge galvanized sheet metal to the edge detail as needed.
6. Replace all sheet metal vents with like kind and in quantity.
7. Re-flash all projection base flashing with white granulated SBS modified roofing membrane.
8. Re- flash all A/Cs, exhaust vents, and curbs with white granulated SBS modified roofing membrane.
9. All other roof component will be addressed in the same manner as the original ones.

***Note** - Decking will be charged out at time and material.

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ARBITRATION, ACCEPTANCE AND EXECUTION

All disputes, claims and questions regarding the rights and obligations of the parties under the terms of this Agreement are subject to arbitration. Either party may make a demand for arbitration by filing such demand in writing with the other party within seven (7) days after the dispute first arises. Thereafter, arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect.

This document, when accepted by Owner, will constitute the entire agreement between the parties hereto, there being no promises or agreements, written or oral, except as herein set forth. Within seven days (7) from the date hereof, but not thereafter, Owner may accept this proposal by executing the same in the place provided and returning to Contractor.

Owner accepts the total price of \$_____ (Tax included) and terms and conditions of this contract on _____, 20_____.

Owner/Agent

Date

Amer-Consolidated Roofing, Inc.
d/b/a Top Wall Construction

Date

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