

# Prime Commercial Contract

Signature Renovations Group, Inc.  
445 E FM 1382 STE 3-192  
CEDAR HILL, TX 75104  
(214) 738-6323 (817) 437-2334



THIS CONTRACT IS  
ENTERED INTO THIS  
DATE: May 19,2010

BUYER/ OWNER	NAME Oram Street Condominiums			
	PROJECT ADDRESS 6210 Oram St.	CITY Dallas	STATE/ZIP TX/75214	PHONE 214-228-5600
	ALTERNATE ADDRESS	CITY	STATE/ZIP	PHONE 214-770-3070

## Project Scope: Total Exterior Renovation

- Remove and haul away all encroaching tree limbs and branches on property.
- Remove gutters and downspouts.
- Remove all existing siding, fascia, soffit and wood trim on exterior elevations.
- Re-frame damaged and sagging framing on two porch cover awnings.
- Wrap all exposed areas on vertical elevations with Hardie Vapor Barrier Wrap.
- Install James Hardie Color Plus 8 1/4" lap to vertical elevations (same as existing profile). Style and color to be determined by client.
- Install James Hardie Color Plus 4x8 siding with a 1x4 16" batten design for all gables (replace shake shingle profile in order to achieve more contemporary design).
- Install 1x4 James Hardie Color Plus trim for all window elevations.
- Install window flashing on top of each 1x4 window trim to ensure additional water proofing and comply with manufactures specifications.
- Install joint flashing on all lap siding joints to ensure additional water proofing and comply with manufactures specifications.
- Install James Hardie Color Plus vented soffit where appropriate throughout property.
- Install 4x8 James Hardie Color plus 4x8 soffit.
- Install James Hardie 12", 6" and 24" soffit.
- Install Artisan cement fiber 1x6 fascia.
- Re-install gutters and downspouts as well as repair any missing boots or connectors.
- Remove all mill scaled and flaking paint on carports.

- Power Wash the entire underside of carports with a minimum of 2500 PSI to ensure a clean surface.
- Apply Jasco rust preventer to all rusted areas and prime.
- Apply industrial enamel alkyd exterior paint using a HVLP sprayer to ensure a durable and consistent finish. Color change is available within this scope upon request.
- Strip ALL metal handrails and framing to original metal. Color change is available within this scope upon request.
- Apply Jasco rust preventer to all rusted areas and prime.
- Apply industrial enamel alkyd enamel to all metal handrails and framing.
- Remove front entry exterior door numbers.
- Clean surface of exterior entry door and trim.
- Prime and Paint with exterior Pro Mar Sherwin Williams Super Paint. Color change is available within this scope upon request.
- Re-attach door numbers to the appropriate original location.
- Paint all exterior storage room doors. Color to match siding color unless otherwise requested.
- Prime and paint all wood and cedar balcony railings and post. Color change is available upon request.
- Power Wash all exterior stucco elevations with a minimum of 2500 PSI using a minimum of 2.5 gallons per minute to ensure a clean surface and remove all mildew.
- Repair any cracks or damages to exterior stucco elevations.
- Paint using and Elastomeric Exterior flat paint. Color to remain the same as original scheme.
- Apply with a low pressure spray and back roll with a heavy nap to ensure total coverage.
- Paint all 2x6 fascia (not available in Color Plus).
- All job site related debris will be placed in a 12 to 15 yard roll away container.
- Material will be staged and stored in compliance with manufactures specifications on job site.

\*Note: This project will be supervised by a Signature Renovations Group, Inc. representative at all times. The crew and supervisors will comply with OSHA safety standards and regulations while work is in progress. A pre-production meeting will be held with the board and their invites before start of project. The coming week schedule will be made available via e-mail to the board members on Monday before 9:00 a.m. Estimated time of completion is 7 to 9 weeks barring weather. Signature Renovations Group, Inc. holds a Monday thru Saturday work schedule in order to finish the project in a timely manner.

*This proposal is valid for 30 days from the date above.*

**GUARANTEE:** All work to be performed to the highest quality industry standards. Job site will be left in an orderly fashion at the end of each work day.

**Warranty:** Includes a 5 yr. labor warranty on all paint craftsmanship & installation. A 1 yr. labor warranty on carpentry only on material installed per this scope.

All materials come with Stated Manufacturers Warranty.

**INTEREST:** Overdue payments will bear interest at the rate of 1 ½ % per month.

**Total Labor, Rentals and Materials:** This is a cash transaction. Owner agrees to pay Contractor a total cash price of: \$138,854.36. One Hundred Thirty Eight Thousand Eight Hundred Fifty Four Dollars and Thirty Six Cents.

**25% Deposit (\$34,713.59):** Due within 12 hrs prior to job start.

**2<sup>nd</sup> Draw (\$34,713.59):** Due upon the completion on one building.

**3<sup>rd</sup> Draw (\$34,713.59):** Due upon start of second building.

**Final Payment (\$34,713.59):** Due upon completion and inspection of project.

Total payment includes all applicable taxes.

OWNER/BUYER SIGNATURE


DATE

X \_\_\_\_\_

CONTRACTOR SIGNATURE

OWNER/BUYER SIGNATURE

DATE

X  \_\_\_\_\_ X \_\_\_\_\_

# TERMS AND CONDITIONS

**I. CHANGES IN THE WORK.** Should the owner, construction lender, or any public body or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly.

Modification or addition to the work shall be executed only when both the Owner and the Contractor have signed a contract Change Order. The change in the contract price caused by such contract Change Order shall be as agreed to in writing. The Change Order may also increase the time within which the contract is to be completed.

Contractor shall promptly notify the Owner of (a) latent physical conditions at the site differing materially from those indicated in the contract, or (b) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. Owner as added work shall pay for any expenses incurred due to such conditions with written pre-approved change order.

**II. OWNER'S RESPONSIBILITIES.** Owner agrees to allow and provide Contractor and equipment access to the property.

**III. DELAYS.** Contractor agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: failure of the issuance of all necessary building permits within a reasonable length of time, funding of loans, disbursement of funds into funding control or escrow, acts of neglect or omission of Owner or Owner's employees or Owner's agent, acts of God, stormy or inclement weather, strikes, lockouts, boycotts, or other labor union activities, extra work ordered by Owner, failure of Owner to make payments when due, or delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies, or other causes beyond Contractor's reasonable control.

**IV. SUBCONTRACTS.** The Contractor may subcontract portions of this work to properly licensed and qualified subcontractors provided subcontractor can supply copy of license and proper certificates of insurance.

**V. INSURANCE AND DEPOSITS.** Contractor shall carry liability insurance to cover any damages to Owner's property resulting out of the acts of Contractor. Owner shall obtain and pay for insurance against injury to his own employees.

If the project is destroyed or damaged by accident, disaster, or calamity such as fire, storm, flood, landslide, subsidence or earthquake, owner as extra work shall pay for work done by Contractor in rebuilding or restoring the project with written pre-approval change order.


**VI. RIGHT TO STOP WORK.** Contractor shall have the right to stop work if any payment shall not be made, when due, to Contractor under this Agreement; Contractor may keep the job idle until all payments due are received. Failure to make payment, within five (5) days of the due date, is a material breach of this Agreement and shall entitle contractor to cease any further work.

**VII. CLEAN UP.** Contractor will remove from Owner's property debris and surplus material created by the operation and leave it in a neat and broom clean condition.

**VIII. COMPLIANCE WITH LAWS.** In connection with the performance by Contractor of duties pursuant to this Agreement, Contractor shall obtain and pay for all permits and comply with all federal, state, county and local laws, ordinances and regulations.

**IX. ARBITRATION, VALIDITY AND DAMAGES.** Any controversy or claim arising out of or related to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

**X. ATTORNEY FEES.** In the event legal action or arbitration instituted for the enforcement of any term or condition of this contract, the prevailing party shall be entitled to an award of reasonable attorneys fees in said action or arbitration, in addition to costs and reasonable expenses incurred in the prosecution or defense of said action or arbitration.

Kevin Kirkwood  5/19/10