



Mr. and Mrs. Mark & Nancy Aycock  
424 McCall St  
Waukesha, WI. 53186



## Trust.

Thank you for trusting our company to help you with your upcoming exterior project. We understand that there are challenges unique to each and every project, so we want to take the time to outline your project and make sure that the investment that you're making will last a **LIFETIME**. Our company has decades of experience to handle the challenges that your project may present and we have the knowledge and expertise to make sure that any challenges are executed properly and precisely according to State Code as well as manufacturer specification. We also have memberships with the **Milwaukee NARI Chapter** and the **Better Business Bureau (BBB)**.



## Honesty.

Doing business with honesty and integrity is one of our top priorities. It is more than just verbal communication with our customers — It is following through every step of the process, delivering honesty and maintaining integrity from the first phone call through the finishing of your project.

## Family.

We are a family company, first starting business in Wisconsin in 1978. Over the years we have grown to one of the most well established and respected exterior remodeling businesses in SouthEastern Wisconsin. We have established thousands and thousands of happy and satisfied customers and we continue to add more customers into our **Tri-County Contracting Family**.

## Warranties.

We have diligently partnered with the top manufacturers in our industry. We not only want to use the **BEST** products but also offer the **BEST** manufacturer warranties. For this reason we hold the highest certifications with these top manufacturers to offer the **BEST** warranty coverage in the event of a product issue. Here are some of our certifications, just to name a *few*.



## Inspections.

We are a **UNIQUE** family company. We many times offer things that other companies just won't. We perfect things that other companies just can't. One of the stand-out elements of our company is our **11/10 Annual Roof Inspection Program**. Roofing systems need maintenance. With the different weather patterns, temperatures, sealants, etc — It is important that your roofing system be checked regularly to make sure it is performing the way it should be to protect your biggest investment.

We created a unique idea way back in 2008, giving our customers Peace-of-Mind unlike anything our competition offers. With every *full* roof replacement project, we perform 11 inspections over the course of 10 years — (1) inspection right away when we're done with the job and (1) inspection EVERY YEAR for the next 10 years. We come back every year to not only maintain the roof but to monitor for product defects on our customers new roofing system — all for the same price as what they originally paid with the roof replacement. Since that time we have established THOUSANDS of customers that couldn't imagine someone *NOT* inspecting their roof every year. Customers can expect from us the best coverage, not only from the manufacturer, but from our company for workmanship *and* inspections. We will make sure that your new investment is installed per manufacturer specifications and will truly last a **LIFETIME**.



With every one of our projects, our customers can expect:

- Our sales team understands the needs of the customer and will articulate solutions for the project in a written proposal that won't change during the duration of the project (*outside of unforeseen elements, wood replacement, etc*).
- We will secure all needed and necessary permits to complete your project
- We will provide all disposal services to remove construction debris from your home or business
- Our crews are covered by both liability and Workmans Compensation Insurance in the event of an accident
- All of our crews are manufacturer trained and certified to maintain proper installation of the products used in a given project.
- We follow all OSHA guidelines for safety of our crews
- There are multiple lines of leadership that will be involved during your project: 1) the sales team, 2) the project manager staff, 3) the skilled crew and finally 4) the yearly roof inspector
- We finish what we start. Once starting your project, we are committed to completing your project in a timely manner (*outside or product or weather delays*)

**Customer Name**

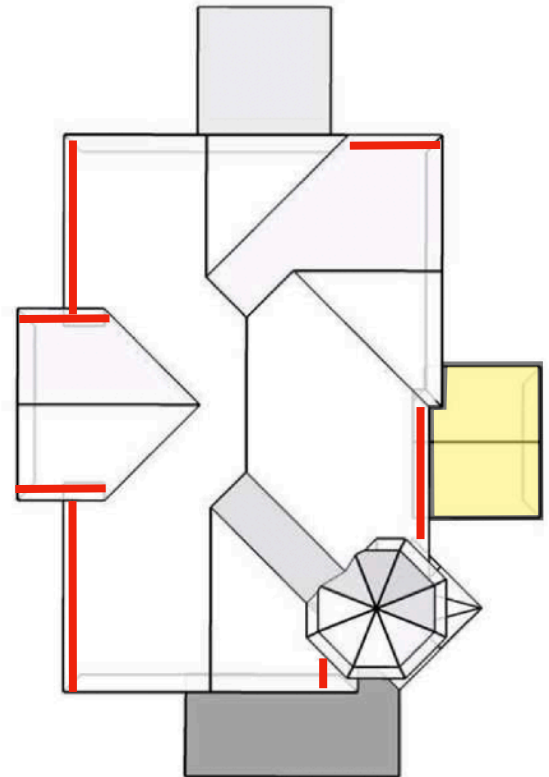
Mr. and Mrs. Mark & Nancy Aycock  
414-803-3017      [2nancyay@gmail.com](mailto:2nancyay@gmail.com)

**Property Address**

424 McCall St  
Waukesha, WI. 53186

**Roofing, Gutters & Gutter Guard Protection Proposal**

1. Secure all necessary permits to perform project
2. Include all disposal of construction debris from property
3. Protect home with necessary tarps/plywood, etc to prevent damage during project duration
4. Tear off all roofing material from entire HOUSE, down to the wood substrate — not newer low-slope rubber roof on front of house unless otherwise specified. We will, however, protect this new roof with plywood, etc during the roof project
  1. NOTE: There are multiple layers, different in various areas on the house. There's also a layer of cedar shake shingles that will be removed also. Once the original layer of cedar shake is removed, there is a possibility that the spacing between the roof boards is too wide — thus needing a layer of 7/16" OSB sheathing, called 'Re-decking', across the entire roof surface before the new roof is installed. This option is **INCLUDED** in the pricing below. If we determine that the roof does not need re-decking, a **CREDIT of \$7,668** will be given on the project. If additional wood replacement is needed, a charge of \$95 per hour for labor, plus material will be added to final total
5. Install 6 FEET of **CertainTeed Winterguard** ice and water shield above all eave edges on HOUSE, 3 FEET wide all the way up all valley areas, around any chimney/skylight areas and around any pipe penetrations
6. Install high quality **CertainTeed** SYNTHETIC roof underlayment over the rest of the roofing surface
7. Install new pre-finished painted "W" style valley metal
8. Install (2) new 2-piece 'cut-in' metal chimney counter flashing using pre-finished painted steel
9. Install new D-style drip edging on all gable edges (color to match existing trim color as closely as possible for best appearance)
10. Replace (1) 4" BROAN exhaust vent for bathroom (if applicable)
11. Replace ALL plumbing vent pipe flashings with new
12. Install **CertainTeed "The Edge"** Premium Intake vent to properly allow intake ventilation through attic space (locations of venting outlined in 'RED' lines in diagram)
13. Install 81 FEET of **CertainTeed** premium ridge vent (6 main ridge lines) — we will eliminate any existing roof vents and plug holes with wood
14. Install new **CertainTeed Swift Start** starter strip shingles on all gable, eave edges and including up all valley areas
15. Install new **CertainTeed Shadow Ridge** premium hip/ridge cap shingles
16. Install new Lifetime Ltd. Warranty **CertainTeed Landmark** dimensional shingles (**Color: Moire Black**)



(Continued)

17. Install new .032 gauge seamless aluminum 5-inch gutters with new 4-inch downspouts (apron & brackets are included)  
 (Color: White)
18. Install new **RAINDROP** gutter guard protection in (2) gutters over side entrance ONLY (location highlighted in diagram above)
19. Provide **CertainTeed** 50 year NON-PRORATED extended warranty which will cover all product failure on both **MATERIALS** and **LABOR** and is **TRANSFERRABLE** to the next homeowner
20. **Lifetime Workmanship Warranty** provided by Tri-County Contracting
21. Include our exclusive **11/10 Annual Roof Inspection Program** — we will come and inspect your new roofing system every year, performing (1) full inspection at completion of the project and (1) full inspection every year for 10 years (i.e. 11 inspections over the first 10 years). This is **TRANSFERRABLE** to the next homeowner.
22. Clean up and haul away all debris. A magnetic sweep will be performed during each day

**Payment Options**

1 year 0% Interest Financing Option: \$40,925.23

**Cash/Check Discount TOTAL: \$38,060.46**

WE PROPOSE, HEREBY, TO FURNISH MATERIAL AND LABOR — COMPLETE IN ACCORDANCE WITH ABOVE SPECIFICATIONS AND SUBJECT TO THE PROPOSAL CONDITIONS. PAYMENT TO BE MADE AS FOLLOWS:

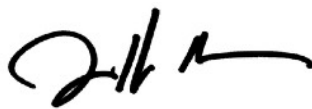
**30% Deposit Requested Before Start of Project, PAYMENT TO BE MADE IN FULL UPON COMPLETION**

*(Warranties will not be honored if payment is not made in full upon completion)*

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. **ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE.** ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMAN'S COMPENSATIONS INSURANCE. 12% PER ANNUM (1% PER MONTH) INTEREST SHALL BE PAID FOR ANY AMOUNTS NOT PAID IN FULL WHEN DUE.

**ACCEPTANCE OF PROPOSAL:** THE ABOVE PRICES, SPECIFICATIONS AND PROPOSAL CONDITIONS (NEXT 2 PAGES) ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

**NOTE:** THIS PROPOSAL MAY BE WITHDRAWN BY TRI-COUNTY CONTRACTING IF NOT ACCEPTED WITHIN **30 DAYS**.



AUTHORIZED SIGNATURE

JEFF BROME Date:

Customer Signature

Date:



### PROPOSAL CONDITIONS TRI-COUNTY CONTRACTING, INC (“TRI-COUNTY”)

**PAYMENT DATES:**

IF NOT PAID IN FULL UPON COMPLETION, buyer shall pay Tri-County the Contract Price as follows:

\*ANTICIPATED START DATE: \_\_\_\_\_ CONTRACT PRICE OF JOB: \_\_\_\_\_

\*ANTICIPATED COMPLETION DATE: \_\_\_\_\_ DEPOSIT RECEIVED: \_\_\_\_\_

AMOUNT DUE UPON COMPLETION OF JOB: \_\_\_\_\_ BALANCE TO BE PAID [PLUS INTEREST]: \_\_\_\_\_

\*However, the Owner understands and accepts that these dates are subject to modification because of weather and the delivery of materials and other factors that are not under the control of the Contractor.

**COMMENCEMENT OF WORK:** Owner warrants that the structures on which the Contractor is to work are in sound condition and capable of withstanding normal activities of roofing construction, equipment, and operations. Contractor’s commencement of the roof work indicates only that the surface of the decking appears satisfactory to Contractor for the attachment of roofing materials. Contractor is not responsible for the construction, undulations, or structural sufficiency of any related products or surfaces that may be affected during normal construction activities. This includes but is not limited to interior drywall damage, stucco dislodging or falling off, decking or rafter cracks or breaks, soffit overhang damage or any other damage that does not relate to roofing and could not be easily identified during normal working activity.

**CONSTRUCTION MATERIALS:** Excess materials delivered to job site and/or materials not physically attached to the structure after Substantial Completion of the work contemplated by this Contract shall remain the property of the Contractor.

**SAFETY:** Contractor is not responsible for the safety of persons on the roof other than its subcontractors and employees. Owner agrees to indemnify and hold Contractor harmless for claims for personal injury by persons or entities that Owner has allowed or authorized to be on the roof or inside the construction zone.

**PAYMENT:** Owner shall timely make all payments (within 10 days) required by this Contract. If payment is not timely made, owner will be subject to interest charges as explained in the ‘Unpaid Balances’ section listed below.

**UNPAID BALANCES:** Interest shall be paid on all amounts due after completion of job at the rate of 1.0% per month. Partial prepayments with interest to date of payment may be made. If any payment is not made when due and if this default continues for a period of ten (10) days after its due date, the unpaid balance shall mature in full and become immediately payable. The receipt of any payment after the occurrence of an event of default shall not constitute a waiver of the default or the holder’s rights and remedies on the default. Without affecting the liability of customer or guarantor, Tri-County may, without notice, renew or extend the time for payment. Customer and guarantors agree to pay all costs of collection, including reasonable attorney fees, and waive presentment, protest, demand, and notice of dishonor.

**ENFORCEMENT COSTS:** In the event Tri-County prevails in any action or proceeding to collect any amount due Tri-County under this Contract, or otherwise enforce this Contract, it shall be entitled to recover from Buyer, in addition to any other damages, its costs and expenses including reasonable attorneys’ fees.

**OWNERS DUTIES:** The Owner Certifies: 1) That s/he (they) are the Owner of the premises to be improved free of any current liens and this contract is given in reliance upon this representation of ownership; 2) s/he has read this agreement; 3) s/he fully understands the terms and conditions of this contract; 4) this agreement is the entire contract between the Owner and Tri-County; 5) there are no oral or written agreements between the parties other than that contained in this agreement; 6) Tri-County is not responsible or bound by any representations not contained in this agreement; 7) Changes made by one Owner are binding upon all Owners as the Owners hereby state that they are agents of each other; 8) No oral changes may be made to this contract, including any substitutions, unless the changes and substitutions are made in writing and signed by both the Owner and Tri-County; 9) No statements, promises, commitments or representations have been made by Tri-County, to induce the Owner to execute this Contract other than what are contained in this Contract or in the current advertising materials of the contractor; 10) A copy of this agreement is received by the Owner; 11) If Owners are married, they represent that this obligation is a family obligation incurred in the interest of the family.

**TRI-COUNTY’S DUTIES:** Tri-County Certifies: 1) to do all work in a workmanlike manner; 2) to do all work in compliance with State and local law; 3) that it will inform the Owner before entering into this home improvement contract of all required building or construction permits, and that it will obtain all such permits; 4) that it will furnish to the Owner the standard guarantees and warranties of the products supplied by the manufacturers of materials; however, Tri-County does not, and cannot, furnish to the Owner any of its own guarantees and warranties of the supplied products; 5) if inspections are required under state or local codes, Tri-County will give inspection certificates to the Owner when the home improvement is completed; 6) it will work with the Owner as to any change orders, and explain the reason for the change and the cost modifications when it provides written change orders for any substantial change from this contract; 7) provide a lien waiver after final payment is received.

**RIGHT TO CURE NOTICE:** Wisconsin law contains important requirements you must follow before you may file a lawsuit or commence mediation or arbitration proceedings for defective construction against the contractor who constructed your dwelling or completed your remodeling project or against a window or door supplier or manufacturer. Section 895.07 (2) and (3) of the Wisconsin statutes requires you to deliver to the contractor a written notice of any construction conditions you allege are defective before you file your lawsuit or commence mediation or arbitration proceedings, and you must provide your construction contractor or window or door upper the opportunity to make an offer to repair or remedy the alleged construction defects. You are not obligated to accept any offer made by the contractor. All parties are bound by applicable warranty provisions. Buyer hereby acknowledges receipt of the brochure required under sec. 101.148 of the Wisconsin statutes.

**WARRANTY:** The warranty in this contract extends only to labor and materials and does not cover other damages including but not limited to damage to the building or its furnishings. This warranty is in lieu of any and all other claims by customer including tort claims. Except as otherwise provided in this contract, Tri-County makes no other warranties, either express or implied, as to any matter whatsoever, including without limitation the condition of the improvements, merchantability or fitness for any particular purpose. Buyer agrees that in no event shall Tri-County be liable to buyer for any loss of use, loss of business, loss

of profit, emotional distress, personal injury, bodily injury, death, direct or indirect, incidental or consequential damages, caused directly or indirectly by the acts or omissions of Tri-County under the contract.

**LIEN NOTICE:** As required by the Wisconsin construction lien law, Tri-County hereby notifies buyer that persons or companies performing, furnishing, or procuring labor, services, materials, plans or specifications for the construction on buyer's land may have lien rights on buyer's land and buildings directly with the buyer or those who give the buyer notice within 60 days after they first perform, furnish, or procure labor, services, material, plans or specifications. Accordingly, buyer probably will receive notices from those who perform, furnish, or procure labor, services, material, plans or specifications, for the construction, and should give a copy of each notice received to the mortgage lender, if any. Tri-County agrees to cooperate with the buyer and the buyer's lender, if any, to see that all potential lien claimants are duly paid..

**ENTIRE AGREEMENT:** This contract, including all documents attached to or referenced in this contract, shall constitute the entire agreement between buyer and Tri-County with respect to its subject matter, and shall not be modified or amended except by a writing signed by buyer and Tri-County. The provisions of this contract supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this contract.

**TERMINATION OF CONTRACT:** In the event of cancellation of the Contract by the Owner, Contractor shall receive compensation from the Owner for all costs of labor and materials and all other expenses incurred through that date plus Contractor's anticipated profit under the Contract. Contractor may unilaterally terminate this Contract at any time for any reason, including, without limitation, Owner's failure to timely pay and Owner's failure to timely make decisions relative to the Work. Owner shall remain obligated to pay Contractor for the value of all Work coupled and materials ordered as of the date of termination, plus Contractor's anticipated profit under the Contract.

**RIGHT TO CANCEL:** You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the date the Owner signed this Contract (date noted on signature line next to Owners signature). If you cancel, any property traded-in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned in a timely manner following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller, at your residence, in substantially as good condition as when received by you, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other **written notice** or telegram to Contractors place of business.

#### **DISCLOSURES:**

**SKYLIGHT INSTALLATIONS:** It is the recommendation of Tri-County to replace/repair drywall/trim boards, etc when existing skylights are being replaced. Unless noted above our replacement of skylights includes ONLY the installation and exterior finishing. Drywall repairs, trim carpentry, etc are LIKELY to be needed and homeowner accepts all interior damage and costs associated with these repairs. Tri-County's sole responsibility in replacement of the skylight is to install the skylight unit per manufacturer's specs and to complete all exterior flashing to make unit watertight.

**SIDING ON DORMER WALLS:** When removing multiple layers of roofing at roof/wall intersections, damage can/may occur to the siding depending on the original installation. A large gap may also exist between the roofing and siding material once the roofing is completed depending on the original installation of the siding. Replacing/repairing the siding is not part of this quote unless specifically stated above.

#### **HELPFUL INFORMATION ABOUT YOUR PROJECT:**

**SCHEDULING:** Your job is on our schedule, however, our project manager will not call you until we are close to starting your project. Weather and length of job durations on our schedule prior to yours can affect the starting date of your project. Please feel free to call our office if you have any questions, we will be happy to update you as to your tentative start date.

**MATERIALS:** Delivery and placement of all materials will be discussed with you by our project manager. If you have special placement requests, please inform our project manager as soon as possible.

**DUMPSTER:** Our project manager will discuss the placement of the dumpster with you. Please do not put any items or debris in the dumpster — it is strictly to be used for debris we are removing from your project.

**WORK TRAILER:** Many of our installation crews use utility trailers, which contain all the equipment needed for your project. The approximate size of the work trailer can be approx. 7 ft x 14 ft. We may leave a work trailer in your driveway for the duration of your project. Our project manager will discuss the details with you.

**PROTECTING YOUR HOME:** Please cover or remove any items in the attic or garage spaces of your home that you do not want to get dirty. If we are doing a tear-off on your roof, there will be dust, dirt, shingle granules, shingle pieces, etc that will settle on the inside of the attic space and garage. All items around your home (i.e. solar lights, patio furniture, flower pots, bird baths, benches, decorations, art sculptures, etc) should also be removed in preparation for our work area. We will not be held responsible for damaged or broken items around the homeowner's premises that were left in our work area. However, we will do our best to work around items that cannot be moved, protecting them with plywood sheets, tarps, etc. We will do our best to protect all flowers, shrubs, plantings, trees, etc with plywood, tarps, etc that happen to be in the immediate work area, however, we will not be responsible for replacing such items if they are damaged during the project. Homeowner should understand that during the project, the property is our work area and debris removal and methods to perform this are needing to be performed. The use of ladders, scaffolding, etc will also be required that may damage plants, flowers, shrubs, etc. It is not our intention to damage ANY of the Owners property and we will do our best to not damage anything during the project. We recommend removing any delicate items from shelves, walls, etc on the interior of the home also. There is a possibility of these items falling during a roofing, siding, windows, etc project. This includes chandeliers, lamps, pictures, art, shelves, plates, clocks, etc. Please discuss any concerns with our project manager to help you prepare for the project on your home. If you have an antenna or satellite dish on the home, we most likely will need to remove it during the project. We install all satellites back in the same holes from which we removed it, but you may need to have your provider re-align your dish if your service is interrupted. We will not be held responsible for payment of re-alignment of such accessories (On a positive note, re-alignment is rarely necessary because the dish is installed into the same position in the same).