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# TWIN CITY ROOFING

**"THE TWIN CITIES CONSTRUCTION SPECIALISTS!"**

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MN. LIC. 20020943

**EXTREME WEATHER SYSTEMS®**

- ROOFING
- SIDING *outs. walls + trim*
- WINDOWS
- MASONRY
- STUCCO *+ Eaves*
- GUTTERS
- CHIMNEYS
- EXTERIOR TRIM
- PAINTING
- VENTILATION



**PREFERRED CONTRACTOR**

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# 651.636.9640

## MetLife

**Nic Brau, AIC**  
Sr Claim Adjuster - Field Ops  
Homeowner Operational Team



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MetLife Auto & Home is a brand of Metropolitan Property and Casualty Insurance Company and its Affiliates, Warwick, RI.

## TWIN CITY ROOFING

Construction Specialists, Inc.

Project Manager: Rick Helgeson  
Direct Dial: 651-280-4742  
Email: rhelgeson@twincityroofing.com

72 Ivy Ave W  
St. Paul, MN 55117  
Office: 651-636-9640  
Fax: 651-292-0905  
License: BC020943



## EXTREME WEATHER SYSTEMS®

Cell: 612/205-4791  
Email: sales@twincityroofing.com - Website: www.twincityroofing.com



# TWIN CITY ROOFING

License #20020943



East Metro: (651) 636-9640  
West Metro: (612) 822-1060  
Fax: (651) 292-0902

Construction Specialists, Inc.  
www.twincityroofing.com

72 Ivy Avenue West  
St. Paul, MN 55117

Owner: Charles Delany Project Manager: Rick Helgeson  
Address: 702 E 32nd St Telephone: 612 205 4731  
City / Zip: St Paul MN Insurance Provider: JFC 49027  
Daytime Telephone: 651-366-3848 Claim number: That L.L. Home  
WE PROPOSE TO: A 651-731-3568 # 1099070171

- TEAR OFF & INSTALL ROOFING ON:
- House  Garage  Other
  - Install 6 ft. of Ice Shield on eaves. LF: \_\_\_\_\_
  - Install Felt Under-Layment.  #15  #30
  - Install New 24" Valley Metal. LF: \_\_\_\_\_ Color: \_\_\_\_\_
  - Install New Plumbing Vents Flashing  Lead Top  PVC  
1" 2" 3" 4"
  - Install New Bird Proof Roof Vents: Qty: \_\_\_\_\_ Color: \_\_\_\_\_
- Roof Pitch: 3/12 Roof Height: 2 Roof Layers: 2
- Other Ventilation: \_\_\_\_\_
  - Install New Chimney Flashing: \_\_\_\_\_
  - Install New Chimney Cricket: \_\_\_\_\_
  - D-Edge Styling Qty: \_\_\_\_\_ Color: \_\_\_\_\_
  - Gutter Apron: Qty: \_\_\_\_\_ Color: \_\_\_\_\_
  - Step Flashing: LF: \_\_\_\_\_  Dormer Flashing: LF \_\_\_\_\_
  - Shingle Brand / Type: \_\_\_\_\_
  - Shingle Color: \_\_\_\_\_
- I acknowledge the color I have selected (owner initial) \_\_\_\_\_

WOODWORK: Executed only upon written orders. \* Woodwork is above & beyond original bid price.

- Roof board replacement are charged at a rate of \$ 8 per lineal foot.\*
- Remove & replace sheathing at a rate of \$ 65 per sheet (includes material and labor).\*
- All other woodwork is charged at a rate of \$ 65 per man-hour plus the cost of materials.\*

ADDITIONAL NOTES: This contract will include coating, siding windows, trim, gutters + painting if approved by insurance

I understand and agree that Twin City Roofing Construction Specialists, Inc., General Contractor, will invest its time and expertise in assisting me, the homeowner, if this contract is executed in conjunction with an insurance claim. If this contract is executed based on insurance restoration, it is contingent upon the insurance company paying for the repairs on my property. It will be voided if my insurance provider disallows the claim. The homeowner and Twin City Roofing Construction Specialists, Inc. will not be obligated in any way unless the homeowners' insurance provider approves the repairs. The insurance company will determine the cost and scope of repairs on the claim.

The homeowner agrees to allow and to pay Twin City Roofing Construction Specialists Inc. to do the work specified on the insurance loss worksheet. Claim amount subject to insurance approval. Additionally, we may submit a supplemental claim for any necessary repairs needed beyond the original scope of work. Supplements shall be payable to Twin City Roofing Construction Specialists, Inc. **THERE WILL BE NO ADDITIONAL OUT OF POCKET EXPENSE TO THE HOMEOWNER EXCEPT THE INSURANCE DEDUCTIBLE AND ANY CODE ITEMS NOT COVERED BY MY POLICY.**

In the event this contract was procured through a home solicitation sale as defined by Minnesota Statutes Section 325G.06, you may rescind your agreement as set forth in the accompanying Notice of Cancellation. You, the buyer, may cancel this purchase at any time prior to midnight of the third business day after the date of this purchase. See attached Notice of Cancellation form for an explanation of this right. In all other circumstances, this contract is binding when signed by you and by us.

You are hereby notified that this is a legal and binding contract.

Total Bid Price (not including additional work): 95,000 insurance plus supplements  
Payment as follows: 500 - Home owner must be deductable  
All Check payments must be payable to Twin City Roofing Construction Specialists, Inc. Do not pay workman or salesman directly.

Property Owner(s): Charles J. Delany Date: June 8, 2012

All owners must sign. All contracts are subject to Managers approval. Twin City Roofing Construction Specialists, Inc. could decline this contract prior to the start of work. Twin City Roofing Construction Specialists, Inc. will not honor any verbal agreements, no exceptions.

Twin City Roofing Representative: Rick Helgeson Date: 6-8-12

Additional terms and conditions on reverse side are a part of, and included in this contract.  
To the extent allowed by law, a late fee of .67% per 30 day billing cycle will be imposed on any balance not paid within 5 days of when due. Owner is to pay any additional charges to collect debt. All payments made by credit card will incur a 2.5% Processing Fee.

License #20020943

1. **Contract Documents and Changes.** This Contract is subject to approval of Twin City Roofing Construction Specialists, Inc., management who may decline this Contract prior to the start of Work. This Contract merges all agreements between the Parties; any representations not written into this Contract are not included. Contract documents consist of this Contract, addenda, Change Orders, applicable drawings, plans, and specifications. Any alteration or deviation from this Contract, including hidden damage; additional work; replacement of deteriorated materials not specified for replacement under this Contract including deteriorated decking, fascia boards, roof jackets, ventilators, flashing or any other materials; and additional work required by government inspectors to make the existing structure code compliant requires a written Change Order signed by all parties and may result in extra charges beyond the Contract price.
2. **Mechanic's Lien Rights.** Minnesota law requires us to provide you with the following notice.
  - a. Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.
  - b. Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied labor or material for the improvement and who gave you timely notice.
3. **Warranty Rights.** In addition to any written warranty we may provide you, you acknowledge receipt of a copy of the warranty provided pursuant to Minnesota Statutes Chapter 327A which may also apply. We hereby disclaim all warranties, express or implied, contract claims, negligence claims, and all other claims for which you have not provided us with written or actual notice within six months from the date of discovery of the problem and which have not been fully resolved within six months from the date you notified us of the claim.

**Offering: Extended Warranty \_\_\_\_\_ years. \_\_\_\_\_ (Homeowner initial)**
4. **Dumpsters, Equipment, Debris Removal and Access.** Our performance may require the installation and removal of dumpsters, delivery trucks, worker's vehicles, construction equipment and vehicles onto your property. These events may cause damage to your property due to weight or movement, damage from which you hold us harmless. No digging will occur until Gopher State One Call has identified underground utilities – this is your responsibility. We take reasonable effort to remove construction debris; however, some debris may remain. You hold us harmless from any damage or injury caused by this debris. Dumpsters are for construction debris only and you may be charged additional fees should other items be found therein. You agree to make toilet facilities available or compensate us for the cost of rented units. Electric, water, or other utilities shall be furnished by you at your expense. You shall grant free access to work areas for workers and vehicles and shall allow storage of materials and rubbish. You agree to keep driveways clear and available for movement and parking of vehicles during normal working hours, including removal of ice and snow. We shall not be expected to keep gates and doors closed and you hold us harmless from claims arising therefrom. Excess construction material remains our property.
5. We are not responsible for any cracks in walls or ceilings that may occur during the project. We are not responsible for damage to trees, bushes, and flowerbeds during normal exterior operations. For damages that may be caused during the construction, you agree to hold us harmless.
6. **Collection Costs/ Venue.** You agree to pay for our reasonable costs of collection in collecting any delinquent amounts owing under this Contract. Such costs shall include reasonable attorneys' fees, costs, and disbursements incurred in pursuing collection. Disputes relating to this Contract shall be heard by a court of competent jurisdiction in the county that said property is located. The final payment in full shall not be held up while waiting for the city to inspect the work.
7. **Events Beyond Our Control and Exclusions.** You hold us harmless from pre-existing construction conditions that may be manifested during the construction process. Performance under this contract is contingent upon strikes, accidents or other delays beyond our control. The price of this Contract does not include material or labor price increases because of unforeseen problems arising after work has begun, market supply shortages or unusual spikes in market demand. This Contract price does not include any governmental permit, service or access charge. Some variation may occur in color, texture and planes of materials. Existing out of square and plumb conditions may require similar conditions in the new work. We may substitute similar materials if specified materials are unavailable. We do not evaluate your structure venting and circulation systems. We are not responsible for realignment of your satellite dishes. You agree to remove and protect any personal property in or near the work area, including without limitation, shrubs, flowers, wall hangings and other values and hold us harmless from damage resulting from failing to so secure. We are not responsible for hazardous material (lead paint, asbestos, etc.) removal from your existing structure and may stop work until it is removed. You agree to hold us harmless from mold, fungus or biological material damages as set forth on the accompanying Mold Notice and Waiver. You acknowledge receipt from us of the UREA Formaldehyde Disclosure required by Minnesota Law.
8. Your existing systems may not be completely level. As a result, we cannot guarantee levelness or evenness between your foundation and the first course of siding. Your substrate (material beneath your siding & shingles) and walls/ roof may have pre-existing high points or low points. This may cause your siding/ roofing system to look wavy or inconsistent and thus may not lay completely flat. These are beyond our control and are not covered by your warranty.
9. **Access.** Electric, water, and other utilities shall be furnished by you at your expense. You shall grant free access to work areas for workers and vehicles and shall allow storage of materials and rubbish. You agree to keep driveways clear and available for movement and parking of vehicles during normal working hours, including removal of ice and snow. We shall not be expected to keep gates and doors closed.
10. **Advertising.** You agree we may place our advertising yard sign on your property for promotion and identification purposes for workers and material suppliers. You grant us unlimited license to record images of the Work in any form and to reproduce those images for advertising and promotional use.
11. **Owner's Work.** For any work or materials you have agreed to provide, you will ensure timely delivery and performance to not hinder or delay us from our work. Preparation of materials for your work (such as spackling, sanding, etc.) is your responsibility. We provide no warranty for your work and materials. Any additional trips by us or our subcontractors because of your delays will result in a \$200.00 trip charge for each extra trip.
12. **Performance Guidelines.** Contractor agrees to complete the Work set forth in this Contract in accordance with manufacturers specifications for installation of all materials and all applicable construction codes. You acknowledge receipt before signing this Contract of these Performance Guidelines as required by Minnesota Statute 326B.809(b).
13. **Insurance.** Prior to construction, you shall have in place insurance to cover the finished cost of improvements.
14. **Cancellation.** If prior to our performance of work you cancel this Contract without legal right to do so, we will be entitled as liquidated damages (and not as a penalty) to our actual costs incurred (including any restocking charges) plus 25% of the Contract price. After our work has begun, you are responsible for the entire contract price. **You acknowledge receipt before signing this Contract of the cancellation notices required by Minnesota Statutes 326B.811.**

Owner's Initials \_\_\_\_\_