

HISTORIC AND DESIGN REVIEW COMMISSION

February 15, 2023

HDRC CASE NO: 2023-057
ADDRESS: 1946 W GRAMERCY
ZONING: R-6, H
CITY COUNCIL DIST.: 7
DISTRICT: Monticello Park Historic District
APPLICANT: Hannah Grace and Thomas Chandler Kerr
OWNER: Hannah Grace and Thomas Chandler Kerr
TYPE OF WORK: Historic Tax Verification
APPLICATION RECEIVED: February 07, 2023
60-DAY REVIEW: Not applicable due to City Council Emergency Orders
CASE MANAGER: Rachel Rettaliata
REQUEST:

The applicant is requesting Historic Tax Certification & Verification for the property at 1946 W Gramercy.

APPLICABLE CITATIONS:

UDC Section 35-618. Tax Exemption Qualification.

(d) Certification.

(1) Historic and Design Review Commission Certification. Upon receipt of the owner's sworn application the historic and design review commission shall make an investigation of the property and shall certify the facts to the city tax assessor-collector within thirty (30) days along with the historic and design review commission's documentation for recommendation of either approval or disapproval of the application for exemption.

UDC Section 35-618 Tax Exemption Qualifications:

(e) *Verification of Completion.* Upon completion of the restoration and rehabilitation, together with a fee as specified in Appendix "C" of this chapter, the owner, who may not be the same as at the time of application, shall submit a sworn statement of completion acknowledging that the historically significant site in need of tax relief to encourage preservation has been substantially rehabilitated or restored as certified by the historic and design review commission. The historic and design review commission, upon receipt of the sworn statement of completion, but no later than thirty (30) days thereafter, shall make an investigation of the property and shall recommend either approval or disapproval of the fact that the property has been substantially completed as required for certification. If the historic and design review commission recommends that it has not been substantially completed as so required, then the certified applicant may be required by the historic preservation officer to complete the restoration or rehabilitation in order to secure the tax exemption provided herein. If the verification of completion is favorable, the historic and design review commission shall recommend approval and the historic preservation office may notify the tax assessor-collector in writing of compliance. Thereafter, the tax assessor-collector shall provide the property with the historic tax exemption.

FINDINGS:

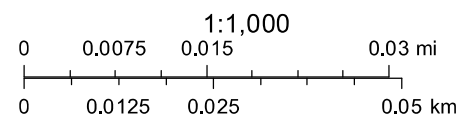
- a. The primary structure located at 1946 W Gramercy is a 1-story, single-family home constructed circa 1940. The structure features a cross gable composition shingle roof, a deep-set asymmetrical front porch, wood siding and one-over-one wood windows. The property is contributing to the Monticello Park Historic District. The applicant is requesting Historic Tax Certification and Historic Tax Verification.
- b. The scope of work includes foundation repair, drywall repair, bathroom remodel, mechanical upgrades, roof replacement, landscaping improvements, and site work modifications.
- c. The applicant has met all the requirements for Historic Tax Certification outlined in UDC Section 35-618 and has provided evidence to that effect to the Historic Preservation Officer.
- d. Staff conducted a site visit on February 8, 2023, to examine the conditions of the property. Staff verifies that all work used to qualify for the Substantial Rehabilitation Tax Incentive has been completed and that there are no existing violations on the property.

- e. The applicant has met all requirements of the City's tax verification process as described in Section 35-618 of the UDC and has furnished evidence to that effect to the Historic Preservation Officer, including the submission of an itemized list of costs that meets the threshold to be eligible for the Substantial Rehabilitation Tax Incentive.
- f. Approval of Tax Verification by the HDRC in 2022 means that the property owner will be eligible for the Substantial Rehabilitation Tax Incentive beginning in 2023. The Substantial Rehabilitation Tax Incentive applies to the City of San Antonio tax entity line only.

RECOMMENDATION:

Staff recommends approval based on findings a through f.

— User drawn lines





1946



COMPASS
RESTORATIONS
Roofing
(210) 810-4094
www.compassrestorations.com





Feb 10, 2023 at 9:32:10 AM
1946 W Gramercy Pl
San Antonio TX 78201
United States



 **CITY of SAN ANTONIO**
NOTICE of HEARING
HISTORIC & DESIGN
REVIEW COMMISSION 

ADDRESS:
REQUEST: 1946 W Gramercy
Historic Tax Verification
February 15, 2023

HEARING DATE: at 3:00 PM

ALL HDRC MEETINGS TAKE PLACE AT 1901 S. ALAMO
If you have any questions or concerns, please call (210) 207 - 0035 or email info@sapreservation.com
Si prefiere recibir esta información en español o tiene alguna inquietud, llame al 210-207-0035 o envíe un correo electrónico a info@sapreservation.com.

Feb 10, 2023 at 9:32:17 AM
1946 W Gramercy Pl
San Antonio TX 78201
United States











Property of
City of San Antonio







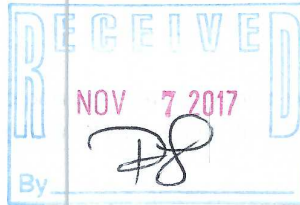






Updates	Vendor	Date	Value	Notes
New HVAC	SA Specialties	June 2018)	
Foundation Repair	MitchCo	Sept. 2017)	
New roof	Compass Restorations	April 2021)	
Bermuda Grass sod in front yard	Legacy Turf Grass	August 2021)	
St. Augustine sod in backyard	Justin Morales	August 2021)	tiller rented from Home Depot (\$150)
Drywall repair	Alamo Drywall	November 2021)	
New trees in front yard and backyard	The Garden Center	November 2021)	Mexican sycamore and monterrey oak
Gravel driveway + firepit added	Select Sand & Gravel	May 2022)	12 tons of gravel dropped for back driveway, firepit added and string lights hung
Primary suite bathroom remodel	Multiple vendors)	cosmetic upgrades
		Total Improvements)	

Mitchco Foundation Repair
12541 Old O'Connor Rd
San Antonio, TX 78233



Project:
1946 W Gramercy Place
San Antonio, TX 78201

2307723

September 24, 2017



Engineer's Completion Report and Certification

Adjustment of pier & beam foundation
1946 W Gramercy Place, San Antonio, TX 78201

On September 22, 2017 Hollingsworth Pack performed a pre-pour inspection at the subject property to monitor the foundation repairs. We reviewed the plan of repair provided by the foundation repair contractor for the planned repair / replacement of existing floor support.

110 east houston street 7th floor
san antonio, texas 78205
t +1 (210) 610 2564

A. Building Summary

<i>Building description:</i>	One Story, Single-Family Residence
<i>Superstructure:</i>	Wood-Framed
<i>Roof type:</i>	Comp Shingle
<i>Exterior wall covering:</i>	Siding
<i>Garage:</i>	None
<i>Foundation:</i>	Pier & Beam

B. Foundation Repair Summary

<i>Quantity:</i>	<i>Description:</i>
(39)	Concrete poured piers added to support the existing wood framed floor
(88)	Approximate linear feet of (4x6) wood beam replaced

The subject concrete piling is necessary to supplement or replace existing floor support, at required locations, as is shown on the foundation repair contractor's plan of repair. We reviewed (39) concrete poured piers that were added to provide support to the floor. Also, approximately (88) feet of (4x6) wood beam was replaced.

hollingsworth pack ■ san antonio

110 east houston street, 7th floor
san antonio, texas 78205
t +1 (210) 610 2564

Upon reviewing the construction of the concrete piers that were nearing completion, we found that all aspects of the construction were in conformance with the applicable municipal standards.

Hollingsworth Pack representatives did not witness plumbing tests of the water and sewer pipes for possible occurrence of sub-floor plumbing leaks. However, it is our recommendation that a hydrostatic pressure test should be performed before and after completion of the foundation repair work by a licensed plumbing contractor. Plumbing leaks below foundations are a primary cause of foundation movement and distress to interior and exterior building finishes.

C. Limits of Investigation

It should be noted that the findings, opinions, and conclusions of this report are based upon visual observations and reflect only the accessible features of the property. Observation of the attic space above the interior ceiling finish was not performed. Hollingsworth Pack has not performed any testing or structural analysis of the building or soils at the site which could potentially reveal deficiencies that are not visible. Our professional services and recommendations are in accordance with generally accepted engineering principles and practices in the local area. We have used our best engineering judgment based upon the information provided to us. The original construction documents for the building were not provided by the owner nor foundation contractor.

Hollingsworth Pack has no affiliation with the foundation repair contractor, and does not provide any warranty or guarantee for the work performed. Any such warranty or guarantee shall be provided solely by the foundation repair contractor. It is our opinion based upon visual observations, that construction was performed in accordance to generally accepted standards of practice for repair of residential foundations.

In accepting and utilizing this document and others produced by Hollingsworth Pack for the subject project, and in consideration of our fee relative to the overall economic value of the project, the Client agrees to limit Hollingsworth Pack's financial liability for any claims, losses, damages, and expenses from the work performed to an amount that shall not exceed Hollingsworth Pack's total fee for this project. Use of this document shall constitute prima facie evidence of acceptance of this agreement.

D. Certification

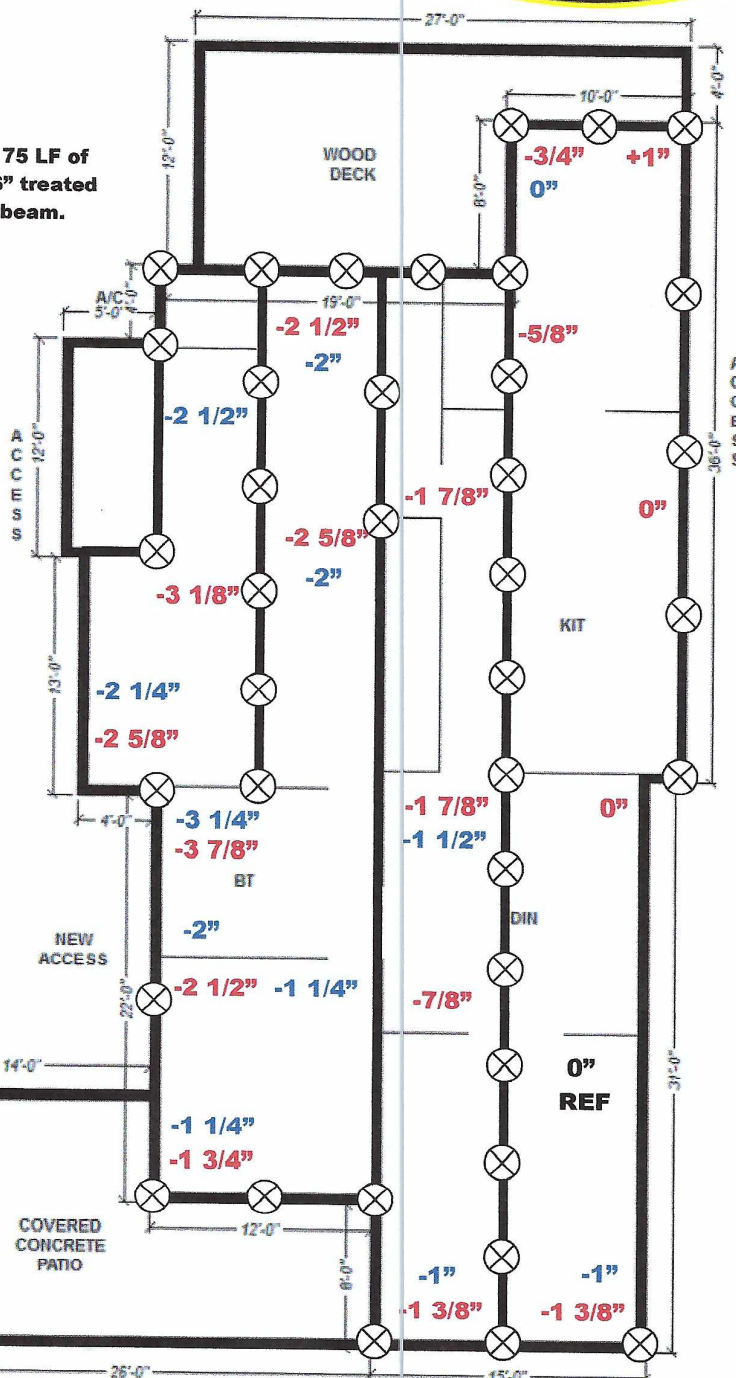
The Engineering seal on this report verifies that the foundation adjustments have been completed in accordance with the agreed plan of repair. This verification of foundation adjustments is made with the understanding and acknowledgement that all parties are aware that future changes in soil moisture beneath this structure either from natural or manmade events can cause movement in the foundation.



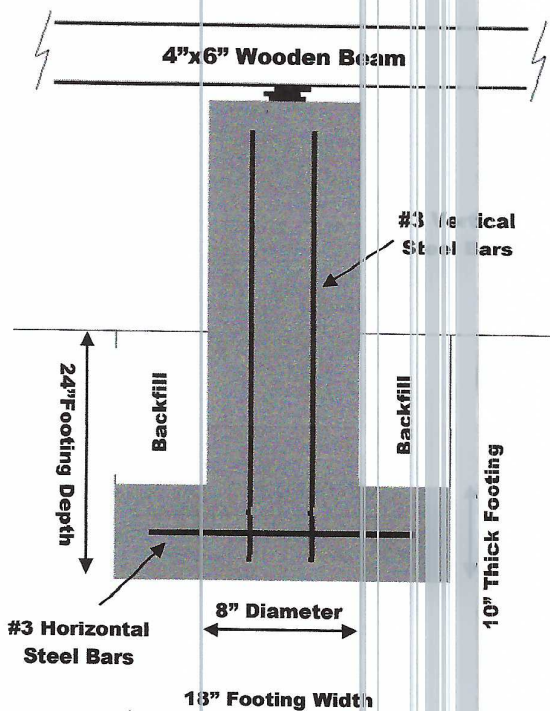
Legend

- A/C = Air Conditioning
- F/P = Fireplace
- GAS = Gas Meter
- URD = Underground Electric
- C/O = Sewer Cleanout
- ⊗ = New Concrete Post (40 total)
- 2 1/2" = Pre-Elevations
- 1 1/4" = Post-Elevations

Approx. 75 LF of new 4"x6" treated wood beam.



Concrete Post Section



FOUNDATION REPAIR PLAN

MitchCo Foundation Repair
18866 Stone Oak Pkwy Suite 103-8
San Antonio, TX 78258
(210) 635-7577

Foundation Type: Pier & Beam
Matthew Piper
1946 W Gramercy Pl
San Antonio, TX 78201

Date: 09/27/2017

San Antonio Office
9035 Aero Street, Suite D
San Antonio, TX 78217
TACLB 00041917E
(210) 658-0440

Houston Office
5275 Barker Cypress, Suite 100
Houston, TX 77084
TACLB 00027287E
(281) 646-8500



DATE: 6/22/18
ARRIVE: 8:00
DEPART:

95696

☐ COMPLETE ☐ INCOMPLETE

CUSTOMER INFORMATION:		BILL TO	MAP GRID
NAME		NAME	
STREET		STREET	
CITY	SLV	CITY	ZIP
PHONE	761	PHONE	WORK
UNIT	COND	Furnace	AH
RA1648AJ1NA		MA R48H1750386	
W191830539		SE 711809294	
662021375606		NEW EXISTING	
Running Amps	Max		
Amps	Max		
Outdoor Coil		Temp split	degrees

Quantity	DESCRIPTION	Total
	RECLAIMED FREON REMOVED OLD EQUIPMENT INSTALLED NEW FURNACE, W/IN, PAM, 21 FUDAT SWITCH, + C/U SEALED ROOF DUCTWORK TO UNIT PRESSURE TESTED COPPER LINE SET PULLED VACUUM	
	AUTH # 07238I	

PAYMENT: ☐ COD ☐ CHECK # ☐ CASH ☐ BILL ☐ NO CHARGE
AMEX ☐ MASTERCARD ☐ VISA ☐ ACCOUNT # EXP. /CVV#

AUTHORIZATION: CUSTOMER SIGNATURE: TECH NAME: RAY/ROBERT/JUAN

I hereby authorize the work outlined above which has been satisfactorily completed. I agree that the Seller retains title to the equipment/materials until final payment is made. If payment is not made as agreed, Seller can remove said equipment/materials at customer's expense. Customer is liable for all legal and collection fees. If billing arrangements have been made and payment is not received within 30 days, an 18% interest rate will apply.

Thank you for your business

Regulated by The Texas Department of Licensing & Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599, www.tdlr.texas.gov



Regan
210-540-8655



Proposal and Agreement

Customer Name: [REDACTED]
Address: 1946 [REDACTED]
Date of Estimate: [REDACTED]

PIER & BEAM ON GRADE PIER METHOD:

CONCRETE POSTS (10 year warranty)		BLOCK ON BASE (5 year warranty)	
Bid: \$ 18,250		Bid: \$	
Install 40 posts		Install piers	
All posts will have steel reinforced concrete footings approx. 10" thick to a depth and width of 18"x24" or 24"x36" applicable to a two story structure		16"x16"x4" Pads 8"x8"x12" Blocks And other various prefabricated concrete pads as needed.	
Concrete Posts are <input checked="" type="checkbox"/> 8" <input type="checkbox"/> 10" <input type="checkbox"/> 12" diameter (check applicable)			
Optional Services:			
Sill: Install approx. 75 LF of 4"x6" treated sill to foundation where applicable			
Joists: Install approx. N/A LF of floor joists: <input type="checkbox"/> 2"x4" <input type="checkbox"/> 2"x6" <input type="checkbox"/> 2"x8" <input type="checkbox"/> 2"x10" (check applicable)			
Skirting: Remove 120 sqft		Replace/Install 120 sqft	
Pre-pour and final inspection included by state certified structural engineer		Inspection included by state certified structural engineer	
Municipal permit included where applicable			
Unit will be considered level when the building has been raised to a reasonably level condition (deemed by MitchCo or engineer of record) and further leveling would result in unnecessary damage to structure.			
Excess soil to be allocated around perimeter beam. If excess soil is to be hauled away by customer's request, there is an additional fee of \$350 per trailer load (16'Lx6'Wx2'H approx. 400sqft) to be paid in full upon receipt of additional work order.			
All trash compiled by scope of work to be hauled away.			
All work performed will be warranted for 10 years in piers area* (see back)			
Upon MitchCo's receipt of Engineer documentation from engineering firm (averages 10-14 days), client will then be provided a copy along with certificate of warranty and upon payment.			
MitchCo recommends that no restorative/new repairs be initiated for 6+ mos. after completion.			

Additional Notes:

Sub Totals: Foundation [REDACTED]

State law: Locate service required up to 48 hours notice.

All work to be performed in a workman-like manner and in accordance with standard practices.
In consideration of the above work, material, and service the Owner agrees to pay to the Contractor or his order, the sum of \$ [REDACTED]

TO BE PAID AS FOLLOWS: Half down SPAY IN FULL Remaining balance upon engineer's initial inspection \$ [REDACTED]

Outstanding balances exceeding 1 day from engineer's inspection will incur a reoccurring 10% late fee charge monthly and MitchCo reserves the right to place a mechanics lien on real property until balance and fees are paid in full.

Requested Start Date _____ To be completed in approx. 7-10 business days; weather permitting

Signature of Acceptance _____

Date _____

MitchCo Representative [Signature]

Date

09/05/17

Revised 08/16

(210) 635-7577 God Bless!

MITCHCO CERTIFICATE OF SERVICE WARRANTY

MitchCo warrants its work for the piercing method utilized and years applicable on signed agreement.

MITCHCO will not be held responsible past, present, or future for damage to superstructure, windows, siding, roofing, floor coverings, plant life, any structural members interior or exterior, any seepage from water pipes, sewer/septic/gas lines, and soil expansion.

Any re-adjustment and/or re-leveling in pierced area of the structure once movement is determined by **MITCHCO** and all records have been reviewed.

There will be no charge to re-level pierced area if needed during warranty period equal to the elevation at time of first annual inspection. In accordance with terms identified as per warranty and its entirety herein.

The warranty period is intended for the purpose of correcting any settling problems that occur in the pierced area only and up to a maximum of 4 feet of any implemented piers and during the amount of time stated on the contract. The warranty applies only to work performed by **MITCHCO** for owner found within the scope of the contract referred to herein.

MITCHCO finds it in the best interest of the client to conduct the initial property inspection one year from the date of the contract. This is a mandatory inspection that incurs an annual fee as indicated below over the life of the warranty. The inspection enables **MITCHCO** to take all preventative measures to minimize any further substantial adjustments regarding property in the pierced area. This inspection also allows **MITCHCO** to analyze the superstructure in its entirety for possible elevation differentials and possibly foreseeing preventative circumstances to keep warranty from becoming void.

MITCHCO warrants re-adjusting and/or re-leveling in pierced area over the duration of the warranted period, but will not exceed half of the original contracted amount based on per pier cost deemed by **MITCHCO** and contract agreement in its entirety of all work performed for adjustments.

SERVICE WARRANTY RENDERS NULL AND VOID FOLLOWING

1. Any seepage from water pipes, sewer/septic/gas lines, soil expansion, swimming pools installed within equal to or less than their depth from the foundation.

2. It is owner's responsibility to test any water, gas, sewer or septic lines after piercing and leveling have been completed and in the event following annual inspection if requested by **MITCHCO**.

3. Modifications to structure inside or outside which affects the load/weight of foundation and improvements or demolition performed without the written consent of **MITCHCO**.

4. **MITCHCO** warrants against sinking only. Uplift or heaving of foundation for whatever reason is not covered under this warranty. Coverage is only in areas where piers are installed by **MITCHCO**. Adjustments will not be performed on existing piers if heaving or uplifting has occurred.

5. In the event MitchCo finds additional piers must be implemented to sustain previous piercing supporting structural integrity, MitchCo will require new piers at an additional cost and warranty will be void if new piercing is not implemented.

6. Warranty does not cover any damage to foundation caused by flooding, act of God, or any other condition that caused foundation to move.

7. Failure to comply with this service warranty mandatory annual fee and within 90 days from origination date.

SERVICE WARRANTY TRANSFER

Fee of \$300.00 applies unless otherwise noted in proposal and agreement. It is the responsibility of the client/buyer to contact MitchCo to update database at time sell/purchase.

This is the complete warranty agreement between both parties and there are no other oral or written agreements not incorporated herein. This is a binding warranty and all of its terms and conditions extend to and is binding upon parties hereto and upon their respective heirs, successors, executors, etc.

WARRANTY PAYMENT:

☒ I understand and agree to pay a \$100.00 annual fee for the service warranty.

Signature of Acknowledgment and Acceptance

Date

MitchCo Representative

Date

Rev 8/2016



Permit Details

A/P Type: MISC NO REVIEW
A/P NBR: 2307723
Address: 1946 W GRAMERCY PLACE
A/P Status: CLOSED
New or Existing: EXISTG
Use Code: RESIDENTIAL
Contractor Name:
Contractor Phone:
Owner Name:
License:
Plan Number: 1
Tenant Name:
Date Issued: 9/14/2017 2:25:39 PM
Expiration Date: 3/20/2018 8:57:38 AM
Permit Fee (Paid): \$167.74
Permit Fee (Unpaid): \$0.00
Paid Date: 9/14/2017 2:16:10 PM
Number of Units:
Nbr of Stories:
Estimated Cost Value: \$0.00
Structure Sq. Ft: 0
DBA Name:
ALCO Bev Flag:
Contact: EDWARD MITCHELL
Description of Work: Foundation Repair Details- Full or Partial no Slab on Grade Yes 40 concrete Pier and Footings No Wood Sill (#) LF yes Beam (75) LF No Joist (#) LF No Skirting and NO other remodeling work being performed. Must comply with UDC and IRC. Must comply with IB 172. -Engineer's letter required to clear Foundation Inspection. -Copy of application must be available at job site with permit -Removal/Repair/Replacement of skirting: Requires final inspection by City inspector for venting, subfloor access, and drainage (in addition to engineer's letter noted above). -Slab on Grade- The letter should specifically indicate that drainage meets the minimum requirements for the City's current building codes. If drainage is not addressed by the engineer, an inspection for drainage will be required. -Not Removing Skirting: Foundation Compliance Agreement on File; will result in partial pass of final. Can be submitted to callcenter@sanantonio.gov. ***Inspection Scheduling: Please call 210-207-1111, option 0, to schedule inspections (scheduling on the phone or in person will result in a \$3.00 scheduling fee). Or, feel free to schedule inspections online, free of charge, by creating a portal account (for assistance creating an online account, contact the call center).
Garage Sale Date:
Non-Profit Status:

Use Details:

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AGREEMENT



(210) 810-4094

PROJECT MANAGER

Anthony Ortiz

PHONE

210-679-1227

OWNER

Matthew Piper

ADDRESS

1946 West Gramercy Place, San Antonio, Texas, 78201

EMAIL ADDRESS

Furnish All Materials, Labor and Permits

Protect Property as Needed Daily

Delivery Instructions Left

ROOF SPECS

- ☒ Tear Off Existing Roof Type 3 Tab Shingles
- ☒ Inspect All Sheathing for Nailable Surface
- ☒ Install Ice/Water Shield Around All Penetrations and to Code
- ☒ Underlayment Synthetic upgrade
- ☒ Metal Edge Color 2x2 Black
- ☒ Install New Roof With OC Oakridge
- ☒ Color to be Onyx Black
- ☒ Appropriate Nails 1.25"
- ☒ Valley I&W ☒ Closed ☐ Open
- ☒ Hip and Ridge to Cap Off Roof
- ☒ Ventilation ☐ Box ☐ Ridge ☐ Other
- ☒ Pipe Flashings 3n1s
- ☒ Seal Around All Vents, Pipes and Flashings
- ☒ Clean All Gutter/Downspout Debris
- ☒ Haul Away All Debris
- ☒ Roll Magnetic Roller Around to Protect Area

MISC SPECS

All Work to Be done As Per Insurance Approval.

\$350 will be credited on back end of contract for

1. Military
2. Reviews on Google and Facebook

Compass Will Supplement for any incorrect/ and or Missing items from the original adjusters assessment.

IF INSURANCE CLAIM IS INVOLVED

Compass Restorations to meet insurance company onsite for scope of work to be completed. This Agreement is contingent upon insurance company price and approval. This does not obligate the Customer or Company in any way unless it is approved by Customer's insurance company and accepted by Company. In situations where supplements for additional work are necessary outside the original scope of work (ex. additional layers or mismeasurements), company will seek approval from insurance company and payment from owner. Customer's out of pocket expense not to exceed deductible plus upgrades for non-insurance related claim items. Payment Method: Payment Upon Completion Of Each Trade. Zero money down.

SIDING SPECS

- ☐ Tear Off Existing Roof Type
- ☐ Inspect All Sheathing for Nailable Surface
- ☐ Install ☐ House Wrap ☐ Insulation Board
- ☐ Install New Siding with
- Size Profile Color
- ☐ Ventilation
- ☐ Seal Around All Trim and Openings
- ☐ Haul Away All Debris
- ☐ Roll Magnetic Roller Around to Protect Area

GUTTER SPECS

- ☐ Tear Off Existing Roof Type
- ☐ Inspect All New Fascia Boards
- ☐ Install New Prefinish Seamless Gutters
- ☐ 5" ☐ 6" ☐ Other MP
- Customer Initial
- ☐ Color to be
- ☐ Hidden Hanger Attachment with Screws
- ☐ Install New Prefinish Downspouts
- ☐ 2x3 ☐ 3x4 ☐ Other
- ☐ Gutter Protection
- ☐ Seal Around All End Caps, Miters and Outlets
- ☐ Haul Away All Debris
- ☐ Roll Magnetic Roller Around to Protect Area

Insurance Company USAA	Date of Loss 4/6/2021
----------------------------------	---------------------------------

Roofing Estimate	Replace	\$
Siding Estimate	Repair	\$
Gutter Estimate	Repair	\$
Misc Estimate for:		\$
Additional Upgrades or Non-Insurance Related Items		\$
Overhead & Profit for the Complexity of Multiple Trades		%
Total Cost	(Included the Credits)	

Accepted by Owner

By:

Matthew Piper

4/28/2021

- Initial agreement:** This is for our company to work with insurance company on scope of loss and price for scope of loss. Customer and Company will agree on what trades and what specific items of those trades will be completed by Company and paid for before any work starts. Company will make every effort to start work immediately following insurance approval of work and acceptance. All work will be performed in a workman-like and professional manner. All EPA and OSHA rules and regulations will be followed during work. On site-supervision on all trades.
- Agreed Price:** The full amount of all monies as specified by the agreed price does not include any change orders that might arise during project not covered by the agreed price that are necessary to complete the repair or replacement process as required by local building codes.
- Direct Payment Authorization:** Client hereby irrevocably agrees to expressly instruct and direct my public adjuster to make a separate and individual payment to be sent to service provider, or its representatives for their series in the instant matter. Client believes the appropriate public adjusting firm to be _____. Client also hereby instructs my public adjuster to release any and all information requested by service provider its representatives, or its Attorney sole for the direct purpose of obtaining actual benefits to be paid by my public adjusting firm from any and all settlement for services rendered or to be rendered.
- Access to property:** Customer agrees to provide Company access to Customers property as required to start and completion of the work. Company shall not be responsible for damages arising from delay due to inclement weather, strikes, fire, accident, or any causes beyond Company's responsible control. Customer also agrees to remove, store, and/or protect personal property during Company's work. Customer will manage and be responsible for protection of vehicles away from Company work.
- Job completion:** Job completion shall be the date on which Company's work is substantially finished (as distinguished from the date of customer's acceptance thereof) or the date of Company's last items of work at the property, whichever is earlier. In the event Customer chooses not to pay for a part of the work, an individual line item, or a trade, Customer releases Company of its obligations for the performance of that component with regard to the integrity of the building system as a whole.
- Extra Material:** Extra material is delivered to jobsite to ensure timely work and no delays. Any extra materials will be picked up and returned by Company representative.
- Payments:** Extra material is delivered to jobsite to ensure timely work and no delays. Any extra materials will be picked up and returned by Company representative.
- Warranty:** A written warranty will be offered on workmanship and materials provided pursuant to this agreement on the terms and conditions reflected in any written warranty materials provided. If Company is not paid in full in accordance with this agreement; all such warranties are null and void.
- Past due amounts:** Customer agrees to pay for all collections costs, including all attorneys' fees and costs Company incurs in either collection of and/or protection of its interest in Customer's past due account or performance of this agreement.
- Hazardous Materials:** Nothing contained in this agreement shall be construed to require Company to determine the presence or absence of any hazardous material or asbestos-containing materials affecting the property or to require Company to remove or protect such materials. In the event that Company learns of the presence of such materials on Customer's property. Company reserves the right to immediately stop work, notify owner and negotiate a change order for such additional work as may be required.
- Liability:** Company is not responsible for damage or loss caused in whole or in part by: the acts or omissions of other parties, trades or contractors; lightning, gale force winds (above 50 mph), hailstorms, ice damage, hurricanes, tornadoes, floods, earthquakes or other unusual phenomena of the elements; structural settlement; failure, movement, cracking or excess deflection on the roof deck; defects or failure or materials used as a roof substrate, siding or gutter over which Company's material is applied; faulty chimney, supports or other parts of the building; vapor condensation beneath the roof or siding; erosion, cracking and porosity of mortar and brick; dry rot; or other conditions beyond the control of Company; termites or other insects; rodents or other animals; fire; or harmful chemicals, oils, acids and the like that come in to contact with Customer's property and cause a leak or otherwise damage Customer's property. If Customer's property fails to maintain a watertight condition because of damage by reason of any of the foregoing, any applicable written warranty shall immediately become null and void for the balance of its term.
- Hold Harmless:** Customer agrees to hold Company harmless in connection with the work described herein and that Customers maximum recourse shall be and Company's maximum liability under this agreement shall be limited to, the amount Company billed to or paid by Customer to Company. Customer understands and acknowledges that Company does not warrant or guarantee previous workmanship or preexisting materials. Company shall not be responsible for rework required as a result of the acts or errors of others.
- Liens:** should default be made in payment of this agreement, a lien will be placed on the property and charges will be added from the date of substantial completion at the maximum rate allowed by law. If placed in the hands of an attorney for collection, Customer will pay all attorney and legal fees.
- Entire Agreement:** This agreement constitutes the entire agreement and understanding of Company and Customer relating to all of the subject matter hereof, and supersedes all prior agreements, arrangements, and understandings, written or oral between the parties concerning such subject matter.

PRE-LIEN NOTICE: COMPANY HEREBY PROVIDES NOTIFICATION THAT 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. CONTRACTOR NOTIFICATION: COMPANY HEREBY PROVIDES NOTIFICATION THAT AS OF THE DATE OF THIS AGREEMENT, COMPANY MAINTAINS PERSONAL INJURY LIABILITY INSURANCE. COMPANY ALSO HEREBY PROVIDES NOTIFICATION THAT WORKMAN COMPENSATION HAS BEEN PROCURED PER STATE STATUTES. THE TERMS ON THE REVERSE SIDE HEREOF ARE SPECIFICALLY AGREED TO AND INCORPORATED HEREIN. RIGHT OF CANCELLATION PURSUANT TO FEDERAL REGULATION. A PERSON WHOM ON OR AFTER JULY 12,2012, ENTERS INTO A CONTRACT WITH A ROOFING CONTRACTOR TO PROVIDE GOODS OR SERVICES RELATED TO A ROOF SYSTEM OF RESIDENTIAL REAL ESTATE, WHERE THE GOODS OR SERVICES ARE EXPECTED TO BE PAID FROM THE PROCEEDS OF A PROPERTY AND CASUALTY INSURANCE POLICY, MAY CANCEL THE CONTRACT PRIOR TO MIDNIGHT OF THE FIFTH BUSINESS DAY AFTER THE PERSON HAS RECEIVED WRITTEN NOTICE FROM THE INSURER THAT ALL OR PART OF THE CLAIM IS NOT COVERED UNDER THE PROPERTY AND CAUSALITY INSURANCE POLICY. CANCELLATION SHALL BE DEEMED TO HAVE OCCURRED WHEN THE PERSON EITHER PERSONALLY DELIVERS WRITTEN NOTICE OF CANCELLATION IN THE UNITED STATES MAIL, POSTAGE PREPAID, AND ADDRESSED TO THE ROOFING CONTRACTOR; OR IF APPLICABLE AT THE TIME NOTICE OF CANCELLATION IS TRANSMITTED TO THE ROOFING CONTRACTOR BY FACSIMILE OR AT THE TIME AN EMAIL NOTICE OF CANCELLATION IS SENT AND DELIVERED.

What to expect during your roof project?

- 1. It will be loud! Depending on the size of your project, there could be constant hammering and machinery noises for several hours.
- 2. When materials arrive, check the color. If the color is not what you ordered, please notify your Project Manager immediately.
- 3. For repairs we do our best to match existing roof material but cannot guarantee an exact match due to product availability and variations in material.
- 4. The work on your roof may cause vibration in the interior of the building or home. Please remove items from walls/shelves and prepare any fragile items that may be affected.
- 5. We do our best to protect plants, landscape, and the surrounding area of the building from debris. However, sometimes debris does fall. Please remove any items around the building that could be damaged.
- 6. After work is complete, inspect heater and A/C vents as well as hot water and stove vents. It is possible that they may have become loose. If there is access to the attic, the roofer may inspect these vents for you if needed.
- 7. Projects may become delayed due to weather. In the event of a weather delay, your Project Manager will communicate follow-up dates.
- 8. Nails that may fall from the roof during the job will be picked up with a magnetic nail roller. Although we make every effort to pick all nails up, please be aware some may remain in the grass, driveway, or landscaping.
- 9. Please keep all pets and children clear of work areas.
- 10. We use 34" nails in exposed soffit areas. Protruding nails ARE proper roof installation. We do not use staples. Use of staples will void our warranty.
- 11. Compass Restorations is not responsible for improperly installed water, gas, or HVAC lines. Attic lines, per code, should have a minimum clearance from the roof decking of no less than one and one half (1 1/2) inches. Compass is not obligated to make any attic line repairs in the event of damaged lines from roofing installation.
- 12. Satellite dishes will be replaced in the same location they were previously installed. Recalibration of the satellite dish may incur a separate charge which the insurance company will cover. Scheduling a technician to recalibrate the dish is the responsibility of the homeowner.
- 13. Any questions or concerns should be directed to your Compass Restorations Project Manager.

I understand the information and precautions outlined above.

Accepted by Owner

By:

<i>Matthew Piper</i>
4/28/2021



Permit Details

A/P Type: MECHANICAL PERMIT APPLICATION
A/P NBR: 2386942
Address: 1946 W GRAMERCY PLACE
A/P Status: OPEN
New or Existing: EXISTG
Use Code: RESIDENTIAL
Contractor Name:
Contractor Phone:
Owner Name:
License:
Plan Number: 1
Tenant Name:
Date Issued:
Expiration Date:
Permit Fee (Paid): \$0.00
Permit Fee (Unpaid): \$0.00
Paid Date:
Number of Units:
Nbr of Stories:
Estimated Cost Value: \$0.00
Structure Sq. Ft:
DBA Name:
ALCO Bev Flag:
Contact: ROSE M ROBERDS
Description of Work: Installing 16 seer gas complete system change out
Garage Sale Date:
Non-Profit Status:

Use Details:

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