

7/15/2021

Estimate/Contract # 21-0715

Z&R Property Management

RE: 3765 Hartsock Lane #105  
New drywall and clean up in Mechanical room



Dear Ren Gall,

Reconstruction Experts, Inc. ("RE") propose to furnish all necessary labor, material, equipment and supervision to complete the removal and replacement of all drywall and floor in the external mechanical room. This includes residual clean up on ducting. Repair siding where new sprinkler was installed.

**TERMS AND CONDITIONS**

**Inclusions**

1) Remove and replace all affected drywall and floor in mechanical room	\$ 1,625.00
2) Clean anti-freeze residue from outside of ducting in mechanical room	\$ 250.00
3) Repair siding where new sprinkler head was installed. Paint to match	\$ 510.00
<b>TOTAL</b>	<b>\$ 2,385.00</b>

**Exclusions**

Engineering, design and permit fees (unless noted in Inclusions), structural repairs, any work not specifically noted in Inclusions. Should additional information or currently unknown conditions be discovered and made available, RE retains the right to revise and supplement this estimate accordingly.

**Payment**

Customer is primarily responsible for payment to RE for all Work performed, independent of whether damage repaired is covered by Customer's or other's insurance. Work will be invoiced as it progresses. Customer agrees to pay RE's invoices within 30 days of the invoice's mailing. Invoices not paid in full within 30 days of mailing will accrue finance charges at the rate of 18% per annum until paid.

**Warranty**

RE gives Customer a limited warranty for one (1) year. RE will not attend to any warranty issues without receipt of final payment; final payment being a condition precedent to RE's warranty obligations herein. RE's warranty excludes remedy for damage or defect caused by abuse, modifications not performed by RE, improper or insufficient maintenance, improper operation, normal wear and tear under normal usage, work or design defects not performed by or beyond control of RE or improper design or specifications set forth by persons other than RE. IN NO EVENT SHALL RE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. RE MAKES NO WARRANTIES EXCEPT AS EXPRESSLY SET FORTH HEREIN. THIS WARRANTY EXCLUDES ALL OTHER GUARANTEES, REPRESENTATIONS, OR WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE.

**Disputes**

The parties agree to first try in good faith to settle any disputes arising out of or relating to this Contract by mediation. Costs of mediation shall be equally shared by the parties. In any litigation or arbitration arising out of or relating to this Contract the prevailing party shall recover from the other party 100% of its legal fees and costs including, but not limited to, attorneys' fees, arbitration and court costs, witness fees and costs and collection expenses. This Contract shall be governed by the laws of the State of Colorado. Any litigation, arbitration or mediation arising out of or relating to this Contract shall be conducted in the county in which the Property is located.

Should you have any questions feel free to contact me anytime.

Sincerely,  
Reconstruction Experts, Inc.

\_\_\_\_\_

Jerry Harper  
Special Projects Manager - Colorado Springs  
719 246-1414

**ACCEPTANCE AND AUTHORIZATION FOR REPAIRS**

By signing below, Customer (1) accepts the above referenced terms and conditions, (2) acknowledges that this Contract shall be binding upon the parties, and (3) authorizes RE to perform the repairs described herein.

*[Signature]* 7-25-2021  
Customer / HOA Representative Date