



APPLICATION FOR A CERTIFICATE OF APPROPRIATENESS – STAFF REPORT

COA-0035-2019 410 CUTLER STREET

Applicant: BRIAN LUCY

Received: 03/22/2019

Meeting Date(s):

Submission date + 90 days: 06/20/2019

1) 04/25/2019 2) **5/23/19** 3)

INTRODUCTION TO THE APPLICATION

Historic District: BOYLAN HEIGHTS HISTORIC DISTRICT

Zoning: HOD-G

Nature of Project: Replace slate roof with architectural shingles; replace terne roof with membrane; install gutters and downspouts

Staff Notes:

- COAs noted in the staff comments are available for review.
- **The application was deferred at the April 2019 COA Committee meeting. No additional materials were received in support of the application prior to issuance of the staff report, thus no additional comments appear below.**

APPLICABLE SECTIONS OF GUIDELINES and DESCRIPTION OF PROJECT

<u>Section</u>	<u>Topic</u>	<u>Description of Work</u>
2.5	Roofs	Replace slate roof with shingles; install gutters and downspouts

STAFF COMMENTS

Based on the information contained in the application:

- A. Replacing a slate roof with architectural shingles; replacing a terne roof with membrane; and installing gutters and downspouts is not incongruous in concept according to *Guidelines* section 2.5.5, 2.5.8; however, replacing a slate roof with architectural shingles when the roof is not deteriorated beyond repair **is** incongruous with *Guidelines* 2.5.4, 2.5.5, 2.5.7, and the following suggested facts:
- 1\* The Boylan Heights National Register designation report describes the house as a 1913 Queen Anne Colonial having a hip roof with intersecting gables. It has a projecting bay that is perhaps a later addition. There is an attached one-story porch, full façade that wraps around the corner.
  - 2\* The 1914 Sanborn Fire Insurance Map indicates that the structure had a slate or metal roof.
  - 3\* The roof is a prominent feature of the two-story house.
  - 4\* The application states that there are four types of roof covering located on the structure; the materials are noted on a roof plan prepared by the Century Slate Co. The main roof is slate.

The front porch roof is covered with asphalt shingles – no alteration is proposed to that roof in this application. One flat roof addition located on the front façade has a membrane covering that will be replaced in kind. One flat roof addition on the rear has a terne flat seam roof that will be replaced with a rubber membrane coating to match the front addition.

- 5\* Slate is a historic roofing treatment distinctive to many properties in the historic district.
- 6\* The current slate roof is laid in the standard pattern – virtually all of the slates are approximately the same length and width and the pattern is inherent to the slate’s size and thickness. The slate is a relatively consistent grey color with a slight green tint – except where an elastomeric sealant (per assessment) was applied and has caused the slate to appear dark grey.
- 7\* The ridges of the roof are capped with a red-tone rounded ridge iron. Each gable end is capped with a decorative ridge finial that appear to be in the Gooseneck Horn or Scroll style. The center hip flashing is a decorative pyramidal ridge cap.
- 8\* The application includes an assessment of the roof’s condition by an estimator at the Century Slate Company. Century Slate is generally regarded as an expert in slate roofing.
  - a. The assessment indicates that the steel slate fasteners have reached the end of their service life and “numerous broken, cracked, and slipped slates” require replacement. The assessment also indicates that the decorative ridge cap and finials were “rusted and scaled;” but did not indicate that they were beyond repair.
  - b. The assessment’s final recommendation is that, due to the poor quality of previous repairs, deterioration of the underlayment, and deterioration of the steel fasteners, full replacement would be recommended over repair. The assessment did not give any supporting evidence to that claim.
- 9\* The application also summarized comments from three other recent assessments but did not include original copies of those assessments.
- 10\* The application requests to replace the roof with CertainTeed Landmark architectural shingles with a matching ridge cap.
- 11\* Replacement of slate roofs with a compatible substitute material has been approved by the commission in the past in cases under earlier versions of the design guidelines when the slate is irreparably damaged or deteriorating (402 Cutler Street [147-15-CA]; 710 McCulloch Street [087-04-CA]; 603 S Boylan Avenue [078-97-CA]; 516 E. Jones St. [001-97-CA]; 608 S. Boylan Ave [176-96-CA]; 523 E. Lane St. [CAD-88-094]). Under the most recent previous

guidelines a compatible substitute material that was approved was GAF Slateline (147-15-CA).

12\* See staff evidence for a photo comparison of GAF Slateline and the proposed CertainTeed Landmark shingles. The Slateline has a consistent tab size and regular configuration that more closely mimics slate.

13\* In 2005 (042-05-CA), the Committee denied replacement of a slate roof with 3-tab fiberglass shingles at 532 N Bloodworth Street. The denial was upheld under appeal. In 2008 (014-08-CA and 015-08-CA), the Committee denied replacement of a slate roof with GAF Slateline shingles at 411 and 413 N East Street, respectively. Case 014-08-CA was an after-the-fact application. In all three cases it was determined that the slate was not deteriorated beyond repair or at the end of its service life.

14\* The minutes of 014-08-CA include a statement indicating that the decision to replace slate with an alternate material should be based on whether the existing slate roof has reached the end of its service life. If it has not, the slate should be repaired.

15\* The applicant has included in his written materials an inability to bear the cost of re-roofing the structure with slate.

16\* For administrative convenience, this application also includes the installation of gutters and downspouts, typically a staff-approvable minor work item. The application includes details and specifications along with a drawing of proposed gutter and downspout locations.

**If the committee finds that the slate roof has reached the end of its service life and is irreparably damaged or deteriorated, staff recommends that the committee approve the application with the following conditions:**

1. That the shingles be GAF Slateline or other manufacturer with similar visual qualities with specifications and details, including the color, to be provided to and approved by staff prior to issuance of the blue placard.
2. That a shingle ridge cap not be used on the portions of the roof that are currently slate, but instead have a metal ridge cap similar to the existing, with the details to be provided to and approved by staff prior to installation.
3. That the decorative pyramidal ridge cap and decorative ridge finials be salvaged and reinstalled. If the decorative elements cannot be restored, replicas should be installed. Details on replicas should be provided to and approved by staff prior to installation.

Staff Contact: Collette Kinane, [collette.kinane@raleighnc.gov](mailto:collette.kinane@raleighnc.gov)



# Certificate of Appropriateness | Application

Development Services Customer Service Center • One Exchange Plaza, Suite 400 | Raleigh, NC 27601 | 919-996-2495

This form can be submitted in person or via USPS at the above address.

Type or print the following:		
Applicant name: Brian Lucy		
Mailing address: 410 Cutler Street		
City: Raleigh	State: NC	Zip code: 27603
Date: 3/21/2019	Daytime phone #: 917-428-3108	
Email address: BrianLucy@gmail.com		
Applicant signature:		
<input type="checkbox"/> Minor work (staff review) — one copy Major work (COA committee review) — ten copies <input type="checkbox"/> Additions > 25% of building sq. footage <input type="checkbox"/> New buildings <input type="checkbox"/> Demolition of building or structure <input checked="" type="checkbox"/> All other  <input type="checkbox"/> Post approval re-review of conditions of approval	<p style="text-align: center; margin: 0;"><b>Office Use Only</b></p> Transaction #: _____ File #: <u>COA-0035-2019</u> Fee: _____ Amount paid: _____ Received date: _____ Received by: _____ _____	
Property street address: 410 Cutler Street Raleigh, NC 27603		
Historic district: Boylan Heights		
Historic property/Landmark name (if applicable):		
Owner name: Brian Lucy		
Owner mailing address: 410 Cutler Street, 27603		

**For applications that require review by the COA Committee (major work), provide addressed and stamped envelopes for owners for all properties with 100 feet on all sides of the property, as well as the property owner.**

Property Owner Name & Address	Property Owner Name & Address
ALLEN, ALEXANDER ROBERT 1108 W LENOIR ST RALEIGH NC 27603    ADAMS, SAMUEL T 1110 W LENOIR ST RALEIGH NC 27603	STATON, MATTHEW DAVID STATON SIMMONS, JENNIFER CLA... 411 CUTLER ST RALEIGH NC 27603
HADLEY, DIANNE W 210 GROVELAND AVE RALEIGH NC 27605    KIRK, TIMOTHY J KIRK, CARYN M 1104 W LENOIR ST RALEIGH NC 27603	CORY, CARL KENNETH SILBER, JANET V 417 CUTLER ST RALEIGH NC 27603-1921
DARROCH, STEVEN R DARROCH, KIMBERLY J 407 CUTLER ST RALEIGH NC 27603    KEGLERS, VILIS 418 CUTLER ST RALEIGH NC 27603	CROW, AMANDA R CROW, DANIEL P 414 CUTLER ST RALEIGH NC 27603-1922
SMITH, ETHAN O 1112 W LENOIR ST RALEIGH NC 27603    ROARK, DAWSON L III ROARK, LEA DAVIS 415 CUTLER ST RALEIGH NC 27603	DELBORNE, JASON AARON DELBORNE, TONYA J. 711 MCCULLOCH ST RALEIGH NC 27603-1939
KILPATRICK, KENT 336 SUMMIT AVE RALEIGH NC 27603    DILLON, JOE DILLON, ERIN 1102 W LENOIR ST RALEIGH NC 27603	HOBBS, EDWARD 402 CUTLER ST RALEIGH NC 27603
DUNBAR, DANIEL B DUNBAR, ELIZABETH V 422 CUTLER ST RALEIGH NC 27603    LUCY, BRIAN C 410 CUTLER ST RALEIGH NC 27603	

**I understand that all major work applications that require review by the Raleigh Historic Development Commission's COA Committee must be submitted by 4 p.m. on the date of the application deadline; otherwise, consideration will be delayed until the following committee meeting. An incomplete application will not be accepted.**

Will you be applying for rehabilitation tax credits for this project? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Did you consult with staff prior to filing the application? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Office Use Only Type of work: _____ _____
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Design Guidelines: please cite the applicable sections of the design guidelines ( <a href="http://www.rhdc.org">www.rhdc.org</a> ).		
Section/Page	Topic	Brief description of work (attach additional sheets as needed).
2.5/6	Roofs	Remove deteriorated slate roofing material and replace with asphalt, remove/replace deteriorated low-sloping metal roof material
2.3/41	Architectural Metals	Extend existing aluminum gutter system on hip roof.

<b>Minor Work Approval (office use only)</b>	
Upon being signed and dated below by the Planning Director or designee, this application becomes the Minor Work Certificate of Appropriateness. It is valid until _____. Please post the enclosed placard form of the certificate as indicated at the bottom of the card. Issuance of a Minor Work Certificate shall not relieve the applicant, contractor, tenant, or property owner from obtaining any other permit required by City Code or any law. Minor Works are subject to an appeals period of 30 days from the date of approval.	
Signature (City of Raleigh) _____	Date _____

	To be completed by applicant		Office Use Only		
	Yes	N/A	Yes	No	N/A
<p>Attach 8-1/2"x11" or 11"x17" sheets with written descriptions and drawings, photographs, and other graphic information necessary to completely describe the project. Use the checklist below to be sure your application is complete.</p> <p><u>Minor Work</u> (staff review) – 1 copy</p> <p><u>Major Work</u> (COA Committee review) – 1 copy (10 copies will be required after initial staff review).</p>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. <b>Written description.</b> Describe clearly and in detail the nature of your project. Include exact dimensions for materials to be used (e.g. width of siding, window trim, tree species, etc.)	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. <b>Description of materials</b> (Provide samples, if appropriate)	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. <b>Color Photographs</b> of existing conditions are required. Minimum image size 4" x 6" as printed. Maximum 2 images per page. Photos should be of each side of the house, fully show the yards, and include streetscapes.	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. <b>Paint Schedule</b> (if applicable)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>5. <b>Site Drawings.</b> Required for projects that include any addition, demolition, fences, walls, or other landscape work.</p> <ul style="list-style-type: none"> <li>• <u>Plot plan</u>   showing relationship of buildings, additions, sidewalks, drives, trees, property lines, etc.</li> <li>• Tree survey   include size, species, and critical root zone for each tree over 8" diameter when measured 4' above ground level</li> <li>• Tree protection plan   include material staging area, construction access, limits of disturbance, location of tree protection fencing</li> <li>• Grading plan</li> <li>• Dimensions shown on drawings and/or graphic scale (required)</li> <li>• 11"x17" or 8-1/2"x11" reductions of full-size drawings</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>6. <b>Architectural Drawings</b> showing existing and proposed work (if applicable)</p> <ul style="list-style-type: none"> <li>• Plan drawings</li> <li>• Elevation drawings showing the façade(s). For additions, deck, and porches, include the grade.</li> <li>• Dimensions shown on drawings and/or graphic scale (required)</li> <li>• 11" x 17" or 8-1/2" x 11" reductions of full-size drawings. If reduced size is so small as to be illegible, make 11" x 17" or 8-1/2" x 11" snap shots of individual drawings from the big sheet.</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Stamped envelopes addressed to all property owners within 100 feet of property, on all sides of the property, as well as the property owner (required for Major Work). Use the <u>Label Creator</u> to determine the addresses.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. <b>Fee</b> (See Development Fee Schedule)	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

# Contents

1. COA Application
2. Written Description of Work
  - a. Proposal by Baker Roofing
  - b. Assessment of Current Roof by Century Slate (*includes color photographs of the roof*)
3. Description of Materials
4. Drawing of proposed extension of existing aluminum gutter system

# Written Description of Work

The following document is a proposal by Baker Roofing company for the 410 Cutler Street property. Here is a summary of the work to be done:

1. Set up temporary safety and protect the gutters, shrubs and plants around the work area (drape tarp as needed).
2. Remove existing slate roof. Dispose of resulting debris.
3. Provide and Install one-layer of 7/16 OSB Plywood over entire roof deck.
4. Inspect for and, if necessary, replace any deteriorated flat roof decking discovered during installation, it will be replaced as a Change Order to this contract at a rate of \$6.00 per linear foot for ¾-inch tongue and groove. 5. Any deteriorated siding and/or corner boards which are discovered during installation will be replaced on a time and material basis as a Change Order to this contract.
6. Apply CertainTeed Winterguard premium self-sealing membrane leak barrier at all roof penetrations, chimney and valleys.
7. Install CertainTeed Roofer's Select premium fiberglass/felt deck underlayment.
8. Install CertainTeed Swift Start starter shingle at all roof perimeters.
9. Install standard perimeter drip edge in WHITE/BROWN/BLACK. (circle one)
10. Install CertainTeed Landmark lifetime architectural shingle. (12-year Algae Resistant Shingle). Color to be determined.
11. Hand nail, rather than pneumatic air guns.
12. Install CertainTeed Shadow Ridge hip/ridge caps.
13. Properly install new standard step flashings and apron flashing.
14. Remove and replace the 2 upper flat roofs with fully adhered firestone 60mil EPDM rubber roofing membranes.
15. Use a magnet to sweep entire work area to remove any discarded nails and dispose of all resulting debris.
16. Provide a ten-year written workmanship warranty from Baker Roofing Company. WARRANTY IS FULLY TRANSFERABLE.

*Contract*



*Since 1915*

*If you are looking for peace of mind,*

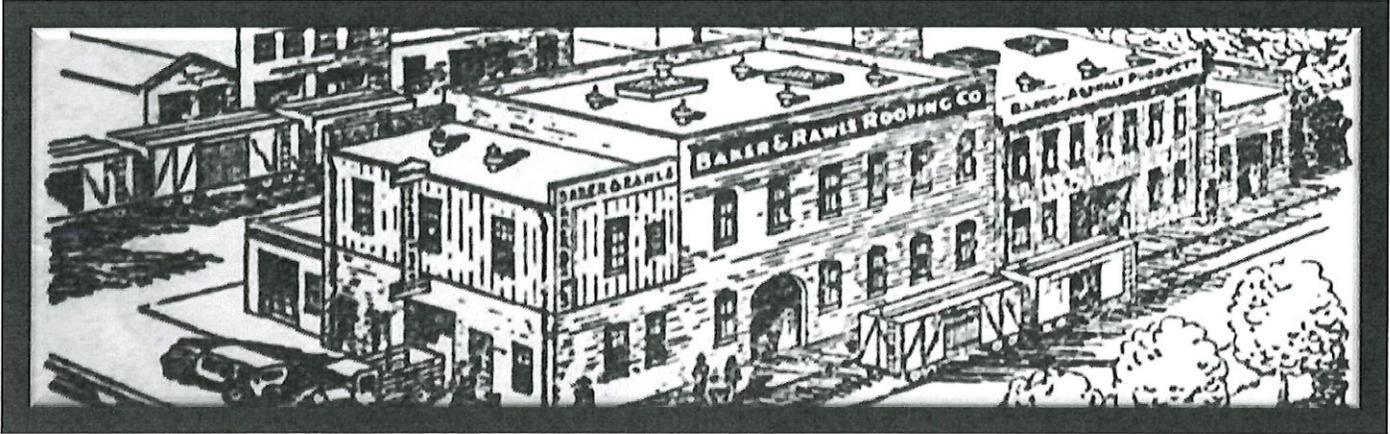
**WE SHALL DO GOOD WORK  
AT A PROFIT IF WE CAN  
AT A LOSS IF WE MUST  
BUT ALWAYS GOOD WORK**

*Baker Roofing is the right choice!*

*Jason Dockrey*

Cell: 919.414-3735 / Fax: 919.828.9352 / Email: [jdockrey@bakerroofing.com](mailto:jdockrey@bakerroofing.com)

Since 1915



## Welcome to Baker Roofing Company!

Baker Roofing Company, the 3rd Largest Roofing Contractor in the USA (ENR 2010), was **founded in 1915**. *We are a full service residential and commercial roofing, siding, window replacement and renewable energy Contractor.*

## Baker Roofing Company: A Heritage of Quality & Service

In 1915 W. P. Baker hung a sign in his downtown Raleigh shop indicating that Baker Roofing (then Baker & Rawls Tin Shop) was open for business. That sign read *"We shall do good work. At a profit if we can, at a loss if we must, but always good work"*. Today that sign still hangs in our Raleigh headquarters and still symbolizes the values that drive us daily.

Since that day in 1915, Baker Roofing has grown to become one of the Nation's largest and most respected roofing contractors. Baker Roofing Company now has 10 locations throughout the Southeast and performs work all across the US as well as internationally. Baker Roofing has been trusted with, and completed quality work on, Military Bases, Historic Buildings, University Stadiums, Hospitals, Schools, as well as our own neighbor's houses. No project is too big or too small for Baker.

## Our Mission Statement:

*"The Mission of Baker Residential is to partner with the residential customer to provide a superior customer service experience by exceeding expectations, building trust, and adding relevant value at every interaction."*

## Some of Our Company Credentials...





517 Mercury Street Raleigh, NC 27603  
Office 919-828-2975 -- Fax 919-828-9352

Wednesday, January 30, 2019

<b>Owner Name:</b>	<b>Brian Lucy</b>		
<b>Mailing Address:</b>	410 Cutler St Raleigh		
<b>Property Location:</b>	410 Cutler St Raleigh		
<b>Telephone Numbers:</b>	<b>Cell:</b> 9197-428-3108	<b>Home:</b>	<b>Work:</b>
<b>Email Address:</b>	brianlucy@gmail.com		
<b>Baker Representative:</b>	Jason Dockrey	<b>Cell:</b> 919-414-3735	<b>Fax:</b> 919.828.9352 <b>jdockrey@bakerroofing.com</b>

We propose to furnish all labor, material, equipment, insurance and sales tax necessary (unless otherwise specified) to perform the following:

**Description of work:**

1. Set up temporary safety and **protect the gutters, shrubs and plants around the work area** (drape tarp as needed).
2. Remove existing slate roof. Dispose of resulting debris.
3. Provide and Install one layer of **7/16 OSB Plywood** over entire roof deck.
4. Inspect for and, if necessary, replace any deteriorated flat roof decking discovered during installation, it will be replaced as a Change Order to this contract at a rate of \$6.00 per linear foot for 3/4-inch tongue and groove.
5. Any deteriorated siding and/or corner boards which are discovered during installation will be replaced on a time and material basis as a **Change Order** to this contract.
6. Apply **CertainTeed Winterguard** premium self-sealing membrane leak barrier at all roof penetrations, chimney and valleys.
7. Install **CertainTeed Roofer's Select** premium fiberglass/felt deck underlayment.
8. Install **CertainTeed Swift Start** starter shingle at all roof perimeters.
9. Install standard perimeter drip edge in **WHITE/BROWN/BLACK**. (circle one)
10. Install **CertainTeed Landmark** lifetime architectural shingle. (**12-year Algae Resistant Shingle**). **Color to be determined.**
11. Hand nail, rather than pneumatic air guns.
12. Install **CertainTeed Shadow Ridge** hip/ridge caps.
13. Properly install new standard step flashings and apron flashing.
14. Remove and replace the **2 upper flat roofs with fully adhered firestone 60mil EPDM rubber roofing membranes.**
15. Use a **magnet to sweep entire work area** to remove any discarded nails and dispose of all resulting debris.
- 16. Provide a ten-year written workmanship warranty from Baker Roofing Company. WARRANTY IS FULLY TRANSFERABLE.**

<u>Option 1:</u>	Replace existing slate roof with <b>CT Landmark Shingles</b> (standard warranty)  And Replace 2 upper flat roofs with fully adhered <b>firestone 60mil EPDM rubber roofing membranes.</b>	<b>\$26,146.00</b>	Accept <u>                    </u>	Decline
<u>Option 2:</u>	Fabricate and install new 16oz copper built in gutter on the front porch area to replace existing. All seams to be soldered. Any wood work needed would be handled as a change order to this contract.	<b>\$7,901.00</b>	Accept	Decline <u>                    </u>
<u>Option 3:</u>	Fabricate and Install new <b>0.032 K style Aluminum 6" gutters</b> with 3"x4" corrugated downspouts on upper main section of home.	<b>\$3,128.00</b>	Accept <u>                    </u>	Decline

***This contract expires in 30 days***

I (the owner or person signing this contract), understand that by signing this contract, I make myself fully responsible for payment in full upon job completion or upon receiving the invoice. I acknowledge and agree to be bound by all the terms and conditions contained above and in the attached "Contractor Agreement". My signature represents full execution of said Agreement.

Respectfully:

**Jason Dockrey**

Signature of party responsible for payment:

## CONTRACTOR AGREEMENT

**I. Contract Documents.** *This Agreement consists of the Proposal (page 3 & 4) and the Contractor Agreement (page 5).* This Agreement represents the entire integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. All modifications to this Agreement issued after execution must be in writing and signed by Owner and Contractor.

**II. Scope of Work.** Contractor will furnish all labor, equipment and materials and perform the Work described in this Agreement.

**III. Payment.** In exchange for and in consideration of Contractor's performance of the Work (or any portion thereof), Owner agrees to pay Contractor the total sum as described on the Proposal, subject to the terms and conditions as set forth herein. Owner shall pay Contractor in full upon completion of the Work unless the Parties agree in writing to other payment arrangements. Owner is responsible for payment in full regardless of insurance claim (if applicable).

**IV. Indemnification and Damages.** Owner acknowledges that Contractor shall not be responsible for any damages or costs relating to any pre-existing conditions on the Property (interior and exterior) or any portion thereof.

**V. Insurance.** Contractor shall be responsible for providing workers compensation and general liability insurance for its employees in accordance with North Carolina law.

**VI. Changes.** Any changes in the Work to be performed shall be approved in writing by both the Owner and the Contractor, including any price adjustments.

**VII. Site Clean Up.** Contractor shall at all times keep the site reasonably free from accumulations of surplus and waste materials or rubbish caused by the Work and at the completion of the Work, shall leave the work location, or portions thereof affected by the performance of the Work in reasonable condition, normal wear and tear excepted.

**VIII. Safety.** The Contractor agrees to abide by all federal, state and local rules and/or regulations applicable to the Contractor's Work.

**IX. Late Payment.** In the event full payment is not received by the Contractor from the Owner within Thirty (30) days of the final invoice date, all amounts not paid shall be subject to late charges on such outstanding balance at the interest rate of One and One-Half Percent (1.5%) per month or a total interest rate of the greater of Eighteen Percent (18%) per annum or the highest interest rate allowed under the laws of North Carolina. In addition to the interest and late charges as provided for herein, you expressly agree to pay any and all expenses, indirect or direct, including without limitation, all attorneys' fees and any other administrative fees incurred by the Contractor in collecting, or attempting to collect any amounts owed pursuant to this Agreement.

**X. Hazardous Substances.** Owner acknowledges that Contractor is not a licensed inspector or abatement contractor relating to hazardous or toxic waste or substances as defined as such substances or materials under federal, state or local laws or regulations.

**XI. Surplus and Salvage Materials.** Any surplus or salvage materials remaining after the Work has been completed shall be the sole property of the Contractor, and Owner shall not be entitled to any credit or offset whatsoever relating thereto.

**XII. Assignment.** Neither Party may pledge, transfer, convey or assign this Agreement, or any part thereof, or any interest herein, without the written consent of the non-transferring Party.

**XIII. Section and Subsequent Headings.** The Section and Subsection headings contained in this Agreement are included exclusively to aid the Owner and the Contractor in reviewing the organization of this Agreement. Section or Subsection headings shall not affect, or be otherwise used in constructing, interpreting and/or performing the terms of this Agreement.

**XIV. Severability.** In the event any provision of this Agreement be declared invalid by operation of law or cease to be binding on the Parties hereto, such provision (or portion thereof) shall be severed and the remaining provisions of this Agreement shall continue in full force and effect.

**XV. GUTTER COVERS:** Please note that Baker Roofing Company will re-install the gutter protection product (when applicable only) as per manufacturer's installation instructions. Baker Roofing will provide a labor warranty that ensures that we will correct any defects in the workmanship. Baker Roofing cannot be held responsible for manufacturing defects that include but are not limited to premature deterioration of the gutter covers, gutter covers being stopped up by leaves or other debris, Damage to fascia or any other woodwork connected or in the area of the gutters due to the gutters not draining properly, or any other deficiency in the performance of the product.

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I (the owner or person signing this contract), understand that by signing this contract, I make myself fully responsible for payment in full upon job completion or upon receiving the invoice. I acknowledge and agree to be bound by all the terms and conditions contained above and in the attached "Contractor Agreement". My signature represents full execution of said Agreement.

Respectfully:

**Jason Dockrey**

Signature of party responsible for payment: 

## Conditional Recommendations

Dear Customer,

*We would like to thank you for considering our company to do your roof work. Our goal is to perform our job in the best and most satisfactory way for you. In an effort to do so, we feel the need to have good communication between you and Baker Roofing; so please let us know of any concerns you may have while we work on your home. Here are some tips that you might find of your advantage. Though it is not always likely for these things to happen, they certainly are good reminders for preventing any damage to your belongings.*

- ◆ Check or remove delicate items hanging from walls. On rare occasions the vibrations have caused items on the wall to fall.
- ◆ If you have a textured (popcorn) ceiling, it is possible that some of the material may flake off and fall from the ceiling. It is also possible that the sheetrock fastener heads may be revealed in a few places. We make every effort to keep the vibrations at a minimum, however in the rare event that this may occur, we cannot assume any liability.
- ◆ If we are doing a complete re-roof with tear-off and you have any valuables in the attic, we suggest that you cover them due to the fact that some shingle granules will make it through the joints in the roof decking and fall into the attic. It is required by the shingle manufacturer that the shingle nails penetrate through the roof decking completely. This can result in small splinters of wood that may separate from the backside of the roof decking. This is normal and cannot be avoided.
- ◆ If ridge vents are to be installed, sawdust will be created when the roof decking is cut out to allow ventilation. This cannot be avoided and we recommend covering or removing dust sensitive items from the attic area. Also, if you have gable-end vents, and ridge vents are to be installed, the gable vents should be enclosed to allow for proper airflow in the attic. We cannot be responsible for any obstructions inside the attic that may prohibit proper airflow.
- ◆ Should a skylight be removed or changed, some debris may fall into the home; covering your furniture with a bed sheet or painters plastic would be a good precaution. If you opt not to replace the skylight(s) keep in mind that skylight seals may fail resulting in leaks that we cannot be responsible for. This can only be resolved by replacing the skylights.
- ◆ Should you have a satellite dish installed directly on the roof, we will try to make our best attempt to reposition it to its original location; however, we cannot be responsible for any reception issues that might result.
- ◆ We will have a dump truck on the job site. Park your vehicles on the street if possible; this will prevent us from blocking your vehicle and keeping it away from the roof will also be a good preventive way to protect your automobile.
- ◆ Please let us know of any special deck, furniture, tree, plant or other valuable item that would need special care.
- ◆ Babies, small children and even, pets, may be disturbed by the extra noise and activities; you might want to consider taking some personal precautions.
- ◆ In reference to stone or brick chimneys or any brick walls above roof line, Baker Roofing Company does not take responsibility for any leaks or water infiltration that may result from cracks in mortar joints, brick, or mortar caps.
- ◆ In reference to siding above the roofline, Baker Roofing Company does not take responsibility for leaks and/or water infiltration that may enter through cracks or openings in siding.
- ◆ It is possible that Masonite siding in locations above the rooflines may deteriorate or swell due to the absorption of moisture over time; thus, these boards can become soft. When installing new flashing behind such siding, it is likely that the deteriorated siding boards will break apart and need to be replaced at an additional charge through Baker Roofing Company.
- ◆ Where new power attic fans are to be installed, it will be the customer's responsibility to have the new wiring connected. Baker Roofing Company is not a licensed electrician and cannot run new wiring due to insurance liability factors.

*Please feel free to contact your estimator or your project manager if you have any concerns, we would like to help.*

# 10 Reasons to Choose Baker Roofing Company

- Customer service you can rely on!
- Strong safety program and compliance – We don't play with that...
- Good quality materials being used on your home – we don't take shortcuts...
- Protection of landscaping and home assets – it is not just a roofing job...
- 100 years in business – We are not going anywhere; we will be here when you need us
- Knowledgeable, professional and friendly staff
- Certified salesmen, project managers and technicians
- Attention to detail and quality of work
- Strong, trustworthy, reliable warranty
- Peace of mind

## What Makes Our Team World Class...

“We will not be happy until our customer is happy”- Ignacio Gutiérrez

“We have been roofing the Southeast for nearly 100 years”- Chris Donnee

“Certified Contractor for the most reputable brands”- John Bayer

“We treat your home like it is our own”- William Price

“We aren't just a bunch of employees, we are a team”- Bill Collins

“Baker is a one stop shop for siding, windows, doors, gutters and roofing”- Kevin Rose

“Quality through Experience”- Wayne Stanfield

“Peace of mind knowing Baker Roofing is going to be around when needed!”- Rob Holt

“Unrivalled Customer Service-Verifiable by customers just like you, such as Angie's List, BBB, Google Review”- Keith Gregory

“Always Good Work; You have my Word”- Prentiss Baker

# Assessment of Current Slate Roof by Century Slate

The following documentation is an assessment of the viability of restoring the current roofing materials at the 410 Cutler Street property by Century Slate of Durham. Century Slate is the “region’s sole slate-focused roofing company” and has worked on properties such as churches, universities, and the Biltmore Estate. Ultimately, I (the property-owner) opted out of using Century Slate as their recommendation was to remove/replace all existing slate which drove up the cost considerably and was ultimately three times the cost of a replacement with asphalt shingles at ~\$96,000. Here are a few excerpts regarding the condition of the roof that I highlight for ease of reference:

- “There are numerous broken, cracked and slipped slates on this roof. The original steel slate fasteners are reaching the end of their service life. The organic felt underlay that was installed under the slate is deteriorated and no longer offers a suitable secondary protection.”
- “There are a lot of poor/unprofessional repairs on the slate including caulks and sealants, roof cements and sheet metal shins and patches.”
- “REPLACE: Repairs are so numerous, and the associated flashings and flat roofs are at the end of their service life, as are the fasteners and underlayment. Replacement would be recommended.”
- “There are so many poor, unprofessional repairs on this roof as well as failing flashing metals, deteriorated fasteners that replacement would be recommended rather than trying to repair single components. Even if you switched the roof system to an asphalt shingle or other material.”

## Further Assessment from Qualified Inspectors/Roofers

- Mark Stovall Home Inspections, inspection on 6/4/18: “At several areas visible from the ground, there are what appear to be damaged slate and asphalt shingles on this roof. Further, the metal coping at the peak of both the front and rear gable appear to be damaged. This can allow water to intrude, which can damage underlying structural components. Have a qualified roofing contractor evaluate the entire roof, advise, and repair as necessary.”
- Roof Werks Roof Inspection 6/19/18: “There are some areas on the roof that have been coated, metal added, and caulked to stop previous leaks. These areas should have been removed and the underlayment should have been replaced.”
- Urban Wildlife and Bee Removal inspection 3/10/19: “Inspection found evidence of grey squirrels and raccoons in the form of tracking on duct work. Entry points were a chewed hole in the front right corner, the rear middle soffit eave, and a large gap on the rear right side of gutter edge.”

410 CUTLER ST.  
RALEIGH, NC 27603

BUILT 1908

**SLATE:**

BUCKINGHAM SLATE  
7X14  
8X14  
10X20

GALVANIZED STEEL FLASHINGS  
FLAT SEAM TERME LOW SLOPED  
A/S ON LOWER FRONT PORCH

**#1 FLAT SEAM ROOF**

REPLACE

**#3 SLATE**

- There are numerous broken, cracked and slipped slates on this roof.
- The original steel slate fasteners are reaching the end of their service life.
- The original copper nails are to numerous and the associated flashings and no longer are able to protect the roof as are the fasteners
- There are a lot of gables and valleys. Replacement of slate, deck, eaves, roof cements and sheetmetal shins and patches.

**#5 RESTORE VALLEYS**

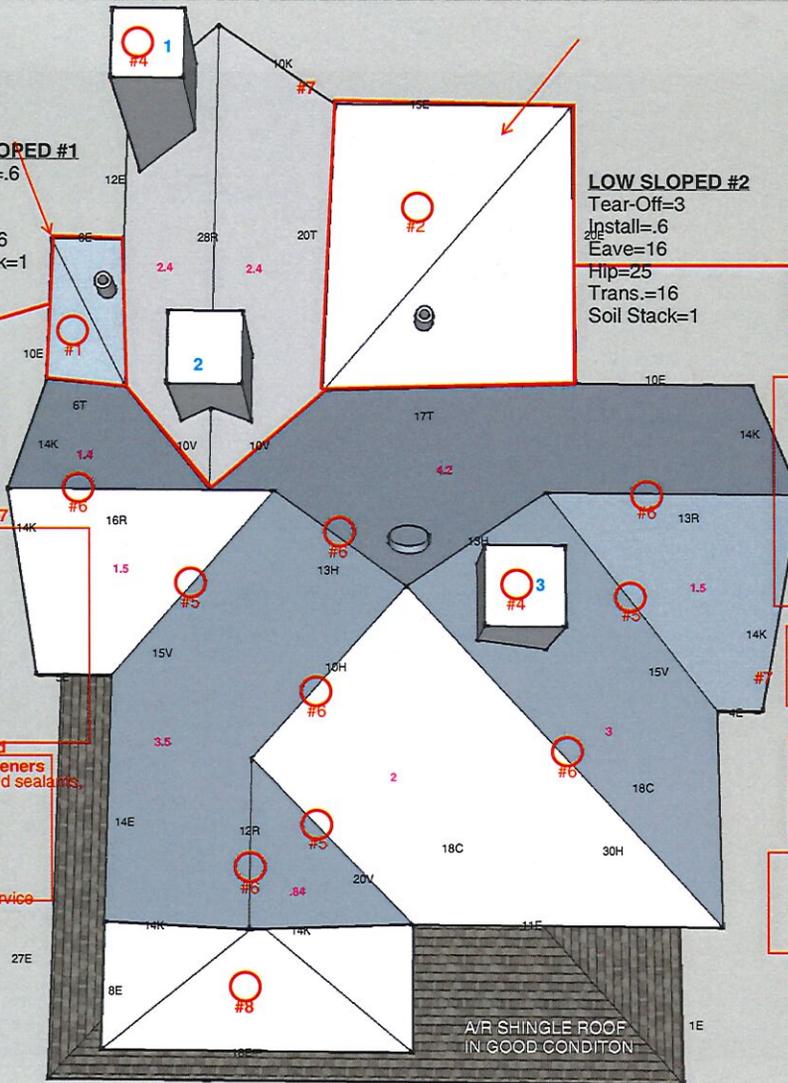
The valley flashings associated with the slate roof are at the end of their service life. Heavy roof cements, tar and sealants have been applied in the past.

Tear-Off=22.74  
Install=22.74  
Eave=57  
Valley=70  
Ridge=69  
Hip=66  
Rake=104

Chimneys=3  
CH. Vents=1  
Transition=53  
Finials=4  
Gable End Shelves=3  
Polypropylene=22.74  
Ice & water=10

**LOW SLOPED #1**  
Tear-Off=.6  
Install=.6  
Eave=16  
Trans.=16  
Soil Stack=1

**LOW SLOPED #2**  
Tear-Off=3  
Install=.6  
Eave=16  
Hip=25  
Trans.=16  
Soil Stack=1



**#2 FLAT SEAM ROOF**

Flat seam roof #2  
This is a term flat seam roof that has reached the end of its service life. There is wind uplift and a tear at the Western edge  
**REPLACE**

**#4 REPLACE BASE FLASHINGS ON 3 CHIMNEYS**

1. Chimney #1 needs to be re-pointed and re-flashed or removed.
2. Chimney #2 has been completely covered with sheetmetal. There is no way to determine its condition under the metal. I have a photo of this chimney that I had taken in 2015 that I will supply if needed. The hip and ridge flashings and nails are rusted and scaled.
3. Chimney #3 need to be re-pointed and re-flashed.

\*\*\*It would also be recommended to cap Chimneys #1 and #3 with either a functional or non-functional cap to protect the crown and prevent rain water infiltration.

**#7 GABLE END SHELF FLASHINGS**

The gable end shelf flashings are rusted and scaled.

**#8 LOW SLOPED ROOF**

Looks like this low sloped flat s with a membrane.

DRAWN BY  
*John Walter*  
SENIOR ESTIMATOR john@centuryslate.com  
P (919) 544-8890 F (919) 544-8891

the Century Slate Co.



NOTICE THE VOIDS IN THE MORTAR JOINT  
IF NOT ADDRESSED THIS CHIMNEY WILL  
BECOME STRUCTURALLY UNSOUND

THIS FLAT SEAM SOLDERED ROOF IS AT THE  
END OF ITS SERVICE LIFE

WIND UPLIFT

TEARS

PIECE OF UNDERLAYMENT

SHEET METAL REPAIRS (POOR)



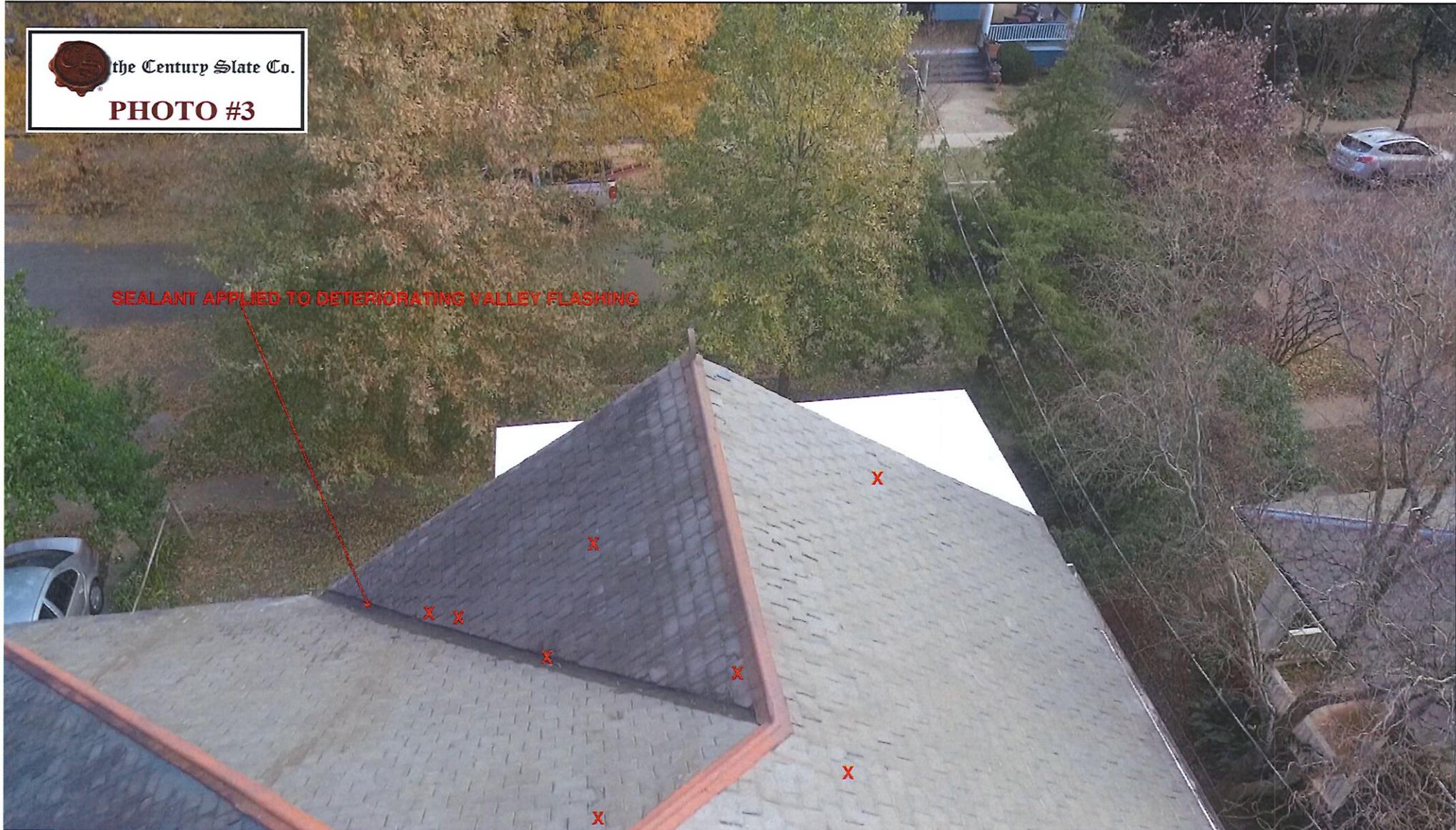




the Century Slate Co.

**PHOTO #3**

**SEALANT APPLIED TO DETERIORATING VALLEY FLASHING**





the Century Slate Co.

**PHOTO #4**

**THE WIDESPREAD USE OF SEALANTS ALL OVER THIS ROOF IS ALARMING. SLATE ROOFS SHOULD FUNCTION WITHOUT REQUIRING SEALANTS. THIS INDICATES A LACK OF UNDERSTANDING AND EXPERIENCE ON PROPERLY REPAIRING A SLATE ROOF**

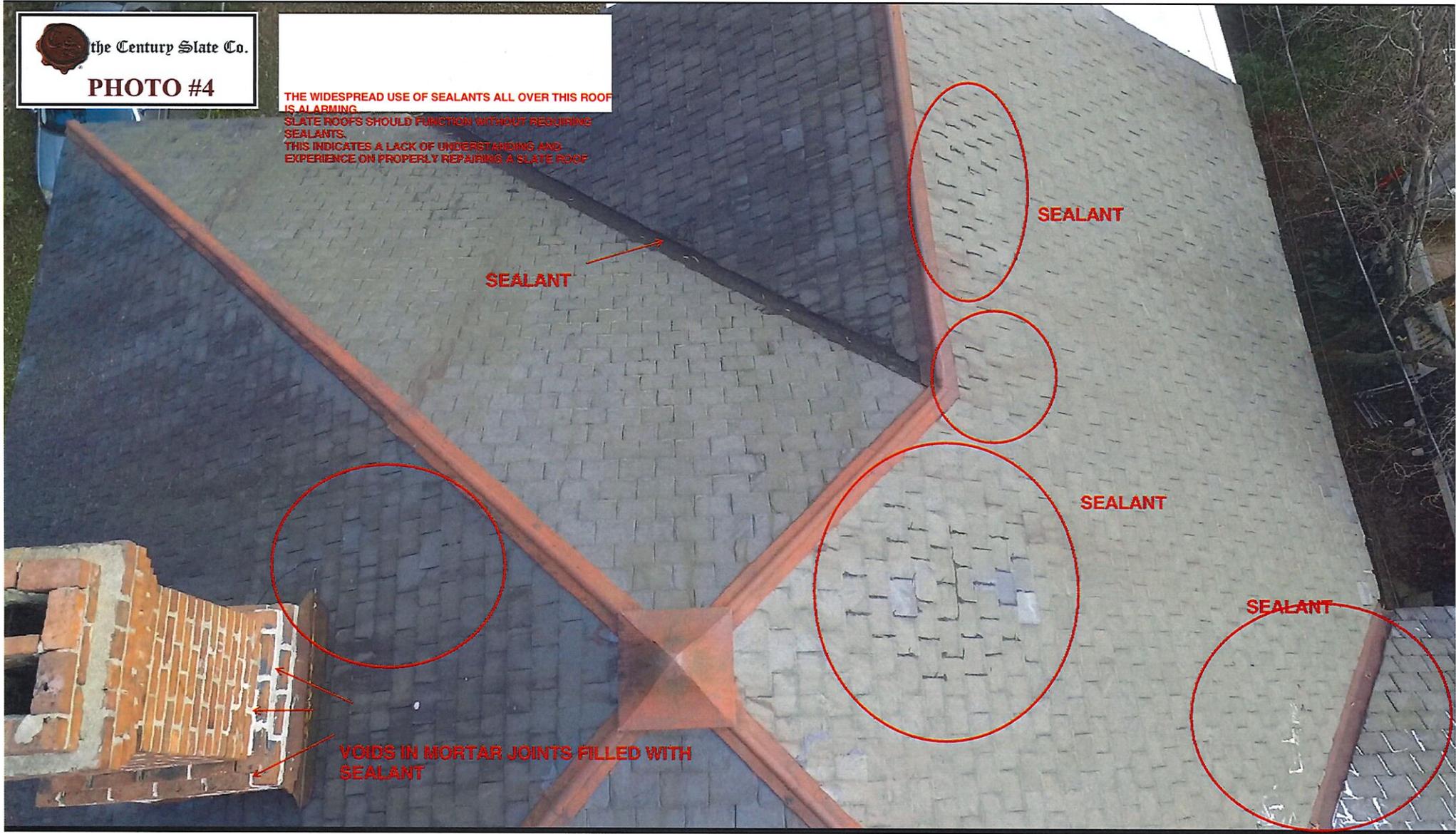
**SEALANT**

**SEALANT**

**SEALANT**

**SEALANT**

**VOIDS IN MORTAR JOINTS FILLED WITH SEALANT**





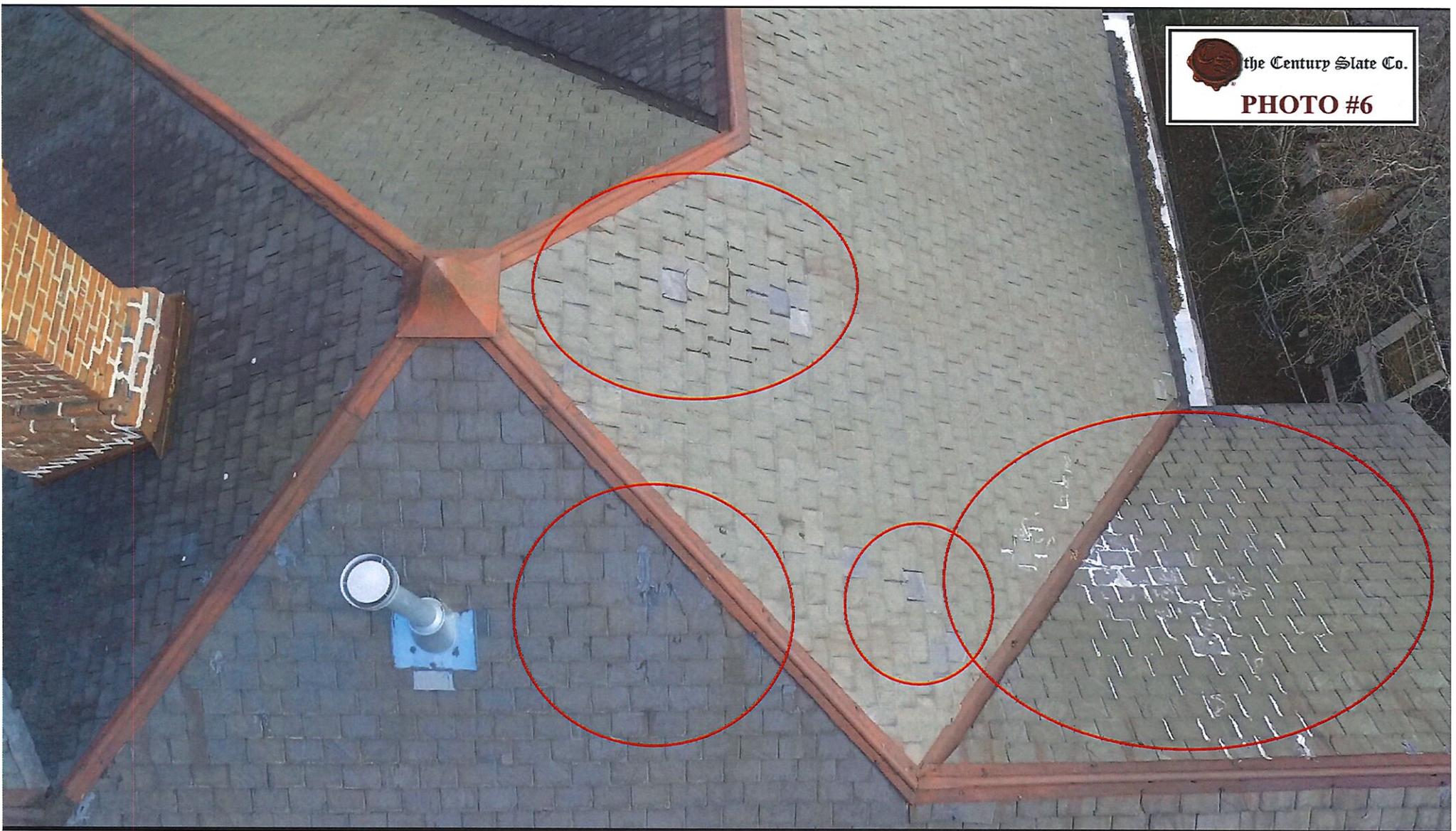
the Century Slate Co.

**PHOTO #5**

**THIS CHIMNEY NEEDS TO BE PROPERLY RE-POINTED  
RE-FLASHED AT THE BASE AND SEALED WITH A  
SEMI PERMEABLE MASONRY SEALANT  
ADDING A CAP AT THE TOP WILL PROPERLY PROTECT THE  
CROWN FROM WATER INFILTRATION IN THE FUTURE**



 the Century Slate Co.  
**PHOTO #6**





 the Century Slate Co.  
**PHOTO #7**



the Century Slate Co.

**PHOTO #8**



the Century Slate Co.

**PHOTO #9**





the Century Slate Co.

**PHOTO #10**



 the Century Slate Co.  
**PHOTO #11**

**THIS CHIMNEY WILL FALL OVER  
IF NOT REPAIRED**





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**PHOTO #12**

**THIS FROM FLAT SEAM ROOF WAS COVERED OVER WITH A MEMBRANE  
AT SOME POINT IN THE LAST 3 YEARS**





the Century Slate Co.

**PHOTO #13**





**the Century Slate Co.<sup>®</sup>**

1310 E. Cornwallis Rd  
Durham, NC 27713

P919-544-8890

F919-544-8891

www.CenturySlate.com

# Estimate

Date	Estimate #
12/8/2015	EST6174

Brian Lucy  
410 Cutler St.  
Raleigh, NC 27603

Customer E-mail	Customer Ph...	Customer Fax	Rep
brianlucy@gmail.com	917-428-3108		JW

Item	Description	Qty	Rate	Total
	<p>The following estimate applies to the property at 410 Cutler St in Raleigh, NC. Items include all labor, supervision, materials, logistics, equipment, insurance, and applicable taxes for each.  <b>***PLEASE SEE THE ROOF PLAN AND PHOTOS THAT WILL BE SUPPLIED WITH THIS ESTIMATE FOR CLARITY.</b></p> <p>NOTES:</p> <p>ITEM #1            LOW SLOPED ROOF (SOUTH ELEVATION)            There is a small low sloped roof on the back corner of the South Elevation. This roof has been repeatedly tarred and coated indicating leakage in the past. This roof is at the end of its service life as is the valley that is directly above it.</p> <p>ITEM #2            LOW SLOPED ROOF (NORTH ELEVATION)            There is a Large low sloped roof on the back corner of the North Elevation. This roof has been repeatedly tarred and coated indicating leakage in the past. This roof is at the end of its service life as is the valley that is directly above it.</p> <p>ITEM #3            SLATE            There are numerous repairs needed on the slate,:</p> <ul style="list-style-type: none"> <li>•There are numerous broken, cracked and slipped slates on this roof.</li> <li>•The original steel slate fasteners are reaching the end of their service life.</li> <li>•The organic felt underlay that was installed under the slate is deteriorated and no longer offers a suitable secondary protection.</li> <li>•There are a lot of poor/unprofessional repairs on the slate including caulks and sealants, roof cements and sheetmetal shins and patches. (See Photos.)</li> </ul> <p>ITEM #4            THE BASE FLASHINGS ON THE CHIMNEYS ARE ALL AT THE END OF THEIR SERVICE LIFE.</p> <ol style="list-style-type: none"> <li>1. Chimney #1 needs to be re-pointed and re-flashed or removed, this will become a structural issue if not addressed.</li> <li>2. Chimney #2 has been completely covered with sheetmetal.              There is no way to determine its condition under the metal.              (I have a photo of this chimney that I had taken in 2015 that I</li> </ol>			
Terms	Due on receipt			

Signature



**the Century Slate Co.®**

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Date	Estimate #
12/8/2015	EST6174

Brian Lucy  
410 Cutler St.  
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Customer E-mail	Customer Ph...	Customer Fax	Rep
brianlucy@gmail.com	917-428-3108		JW

Item	Description	Qty	Rate	Total
	<p>will supply with this roof plan and estimate) 3. Chimney #3 need to be repointed and re-flashed. ***It would also be recommended to cap Chimneys #1 and #3 with either a functional or non-functional cap to protect the crown and prevent rain water infiltration.</p> <p>ITEM #5 VALLEY FLASHINGS The valley flashings associated with the slate roof are at the end of their service life. Heavy roof cements, tar and sealants have been applied in the past.</p> <p>ITEM #6 HIP &amp; RIDGE FLASHINGS The hip and ridge flashings and finials are rusted and scaled.</p> <p>ITEM #7 GABLE END SHELVE FLASHINGS The gable end flashings are rusted and scaled.</p> <p>ITEM #8 FRONT LOW SLOPED The front low sloped flat seam roof appears to have been recently covered with a membrane. This roof is excluded from the pricing below.</p> <p><b>There are so many poor, unprofessional repairs on this roof as well as failing flashing metals, deteriorated underlayment and deteriorated fasteners that replacement would be recommended rather than trying to repair single components. Even if you switched the roof system to an asphalt shingle or other material.</b></p>			
Terms	Due on receipt			

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Item	Description	Qty	Rate	Total
Slate	<p><b>SLATE ROOF RESTORATION:</b> The existing slate roof and associated flashings will be removed and discarded. If any wood rot damage is uncovered this can be handled on a time and materials basis as listed below. The exposed roof deck will be dried in with synthetic underlayments. Furnish and Install approximately 22.74 squares of Unfading Black Slate to steep sloped roof areas. Slates will be 18" tall by random widths and approximately 1/4"-3/8" thick.</p> <ul style="list-style-type: none"> <li>•Slates will be fastened to the roof deck using slating nails.</li> <li>•Any eaves, rakes, sidewalls, headwalls and chimneys will be flashed using custom formed 16oz copper flashing.</li> <li>•Valleys and chimney back pans will be flashed with 16oz copper flashing.</li> <li>•Any hips and ridges will receive a copper flashing fabricated to look similar to the existing with scroll finials.</li> </ul> <p>Item includes replace lows sloped Roof #1 with a new heavy duty EPDM membrane. Item includes replacing low sloped Roof #2 with a new heavy duty EPDM membrane. Item includes re-pointing Chimey #1 &amp; Chimney #3 (Optionally if Chimney #1 is no longer being used it can be removed from the roof line up instead.) Masonry work will be performed where joints are bad, deteriorated or mortar is missing.</p> <ul style="list-style-type: none"> <li>•Prior to repointing any area, mortar will be removed to a minimum depth of 2 times the width of the joint. With square backs and not residual mortar in the edge of the masonry units where the new mortar will adhere. These are essential components of a long lasting repair and will also ensure uniform curing and color of repairs.</li> <li>•Due to the age of your property we will be using a lime mortar mix to complete the project.</li> <li>•All mortar will closely match existing in color, texture and tooling.</li> </ul> <p>Once masonry work is complete a semi-permeable water repellant will be applied to the chimneys. Chimneys will be fitted with new copper caps to protect the crown and prevent future rain water infiltration. Item includes replacing three gable end shelf flashings with new copper.</p> <p>***If desired Low Sloped Roof #1 and Roof #2 can be replaced with new flat seam copper in lieu of EPDM membrane ADD \$8,000.00</p>	1	95,500.00	95,500.00T
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12/8/2015	EST6174

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brianlucy@gmail.com	917-428-3108		JW

Item	Description	Qty	Rate	Total
SNOW GUARDS ...	<p>SNOW GUARD ALTERNATE: Snow guards can be added to the eave line of the roof to provide protection for gutters and pedestrian traffic as well as add aesthetic value to the roof. The standard application rate for snow guard installation is one snow guard per each linear foot of eave. The snow guards will be installed in two offset courses unless otherwise specified. Berger, MJ Mullane or Alpine copper snow guards for slate roofs were used for pricing this item. Specifications will be provided for each.</p>	1	1,750.00	1,750.00T

Terms	Due on receipt
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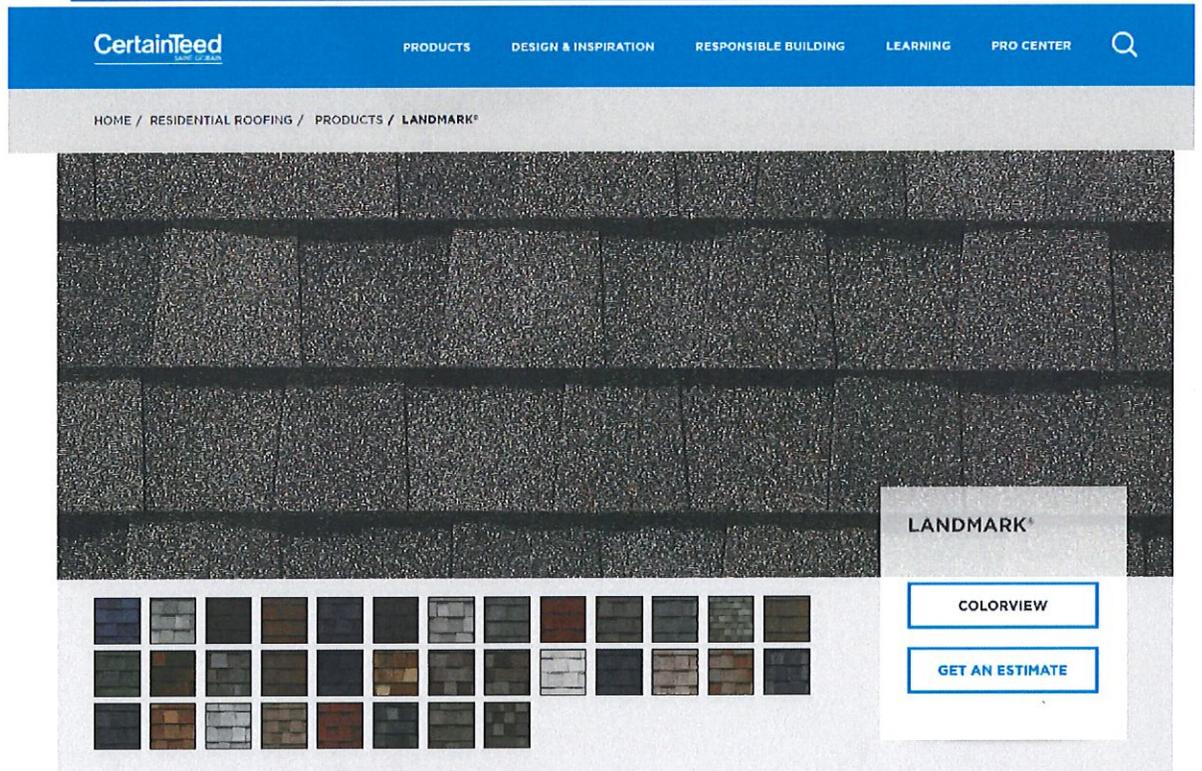
If any substrate repair is necessary to complete the agreed contract the owner will be notified. Repairs can be completed on a time and material basis. A rate of \$75/Hr Per Man plus materials will apply to any such work.  
Contractor gives this limited warranty and it is accepted in lieu of all other liability or warranties, expressed or implied, in fact or in law. All labor and material is guaranteed as specified and will be provided in a workmanlike manner according to standard practice of the trade. Contractor is not responsible for incidental or consequential damages. Conditions beyond the control of the Contractor are not covered. All agreements with Contractor and Owner or their agent, are contingent on the aforementioned conditions. This warranty is not transferable and covers only work specifically identified in this contract. Past due amounts are subject to a 1.5% finance charge.  
NC sales tax will be applied to any repair work deemed taxable per NC sales and use tax law.

Signature \_\_\_\_\_

# Description of Materials

## 1. CertainTeed Landmark lifetime architectural shingle in Colonial Slate.

- Manufacturer's Description: "For homeowners seeking true peace of mind, Landmark® shingles are the high-quality, reliable choice for beautifying and protecting a home. With a dual-layered design that emulates the dimensionality of true wood shake, Landmark asphalt shingles offer the heaviest weight and widest array of color options in their class, allowing you to create or re-create the ideal look for your home with confidence. Backed by a 100+ year legacy of trusted manufacturing performance, all Landmark shingles include CertainTeed's industry-leading, lifetime-limited warranty. Certified as meeting the industry's toughest third-party (UL) manufacturing quality standards. Dual-layered construction provides extra protection from the elements. Ten-year StreakFighter® algae-resistance warranty. Class A fire-resistance rating"
- Link: <https://www.certainteed.com/residential-roofing/products/landmark/>



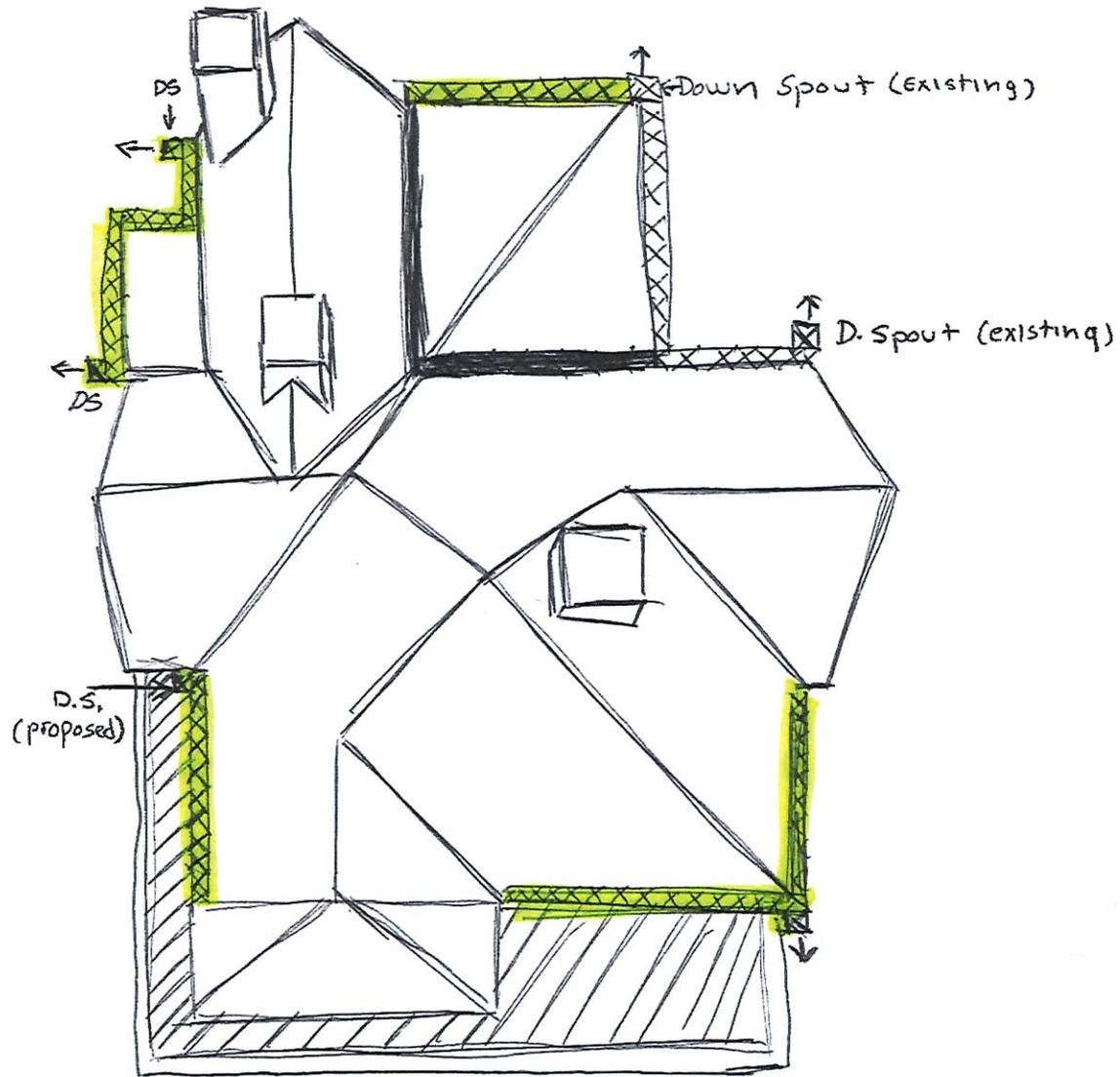
## 2. 0.032 K Style Aluminum 6" Gutter in colonial grey

- Description: Traditional K Style or Ogee gutter matching existing aluminum gutters on the property.
- Manufacturer's Description: "The 6 inch K-style gutter is perfect for any house or business with a large roof, it's even perfect for steel roofs. A steel roof sheds water faster than asphalt shingles, so you need a larger gutter to catch and divert that water where it won't do any damage. With a 6" K-style gutter we can also go further without the need for a downspouts, which allows us more choice in where the water disperses."

- Link: <http://www.egutter.com/RAIN-GUTTER-COMMERCIAL-GUTTERS-GUTTER-SUPPLY-GUTTER-GUARDS/Gutters-Aluminum-K-Style-Half-Round-Commercial-Box/Gutter-Aluminum-032-6-K-Style-20-Feet>



*Shown in Colonial Grey*



Key

Existing Aluminum gutter

proposed Addition

Cutler St