



Historic District Commission

Cranston City Hall
869 Park Avenue, Cranston, Rhode Island 02910

APPLICATION FOR REVIEW OF PROPOSED WORK

Attach to Completed Building Department Application

1. LOCAL DISTRICT NAME: OAKLAND VILLAGE HISTORIC DISTRICT
2. PROPERTY ADDRESS: 271 Wilbur Ave Cranston, RI
3. PLAT # _____ LOT # _____
4. OWNER/APPLICANT NAME: Michael Carby
ADDRESS: 271 Wilbur Ave
PHONE #: 401 533-1678
5. A. DESIGNER'S NAME (if any): _____
ADDRESS: _____
PHONE #: () _____ - _____
B. CONTRACTOR'S NAME (if any): Brothers Gutters
ADDRESS: 1428 Kingstown Rd Wakefield, RI
PHONE #: 401 200-3015
6. WORK CATEGORY (Please check all that apply):
 New Structure(s) Partial Demolition of Structure(s)
 Addition to Structure(s) Total Demolition of Structure(s)
 Remodeling of Structure(s) Sign(s) or Landscaping Features

✓ install copper gutters

7. DESCRIPTION OF PROPOSED WORK:

See attachment

8. INCLUDED WITH THE APPLICATION (*Check all that apply*):

A. *PHOTOGRAPHS:*

- Overall view of the property from street(s)
- Overall views of building(s)
- Existing details to be altered by work

B. *DRAWINGS / RENDERINGS:*

- Site Plan (Drawn to Scale) Floor Plan(s) (Drawn to Scale)
- Overall views of building(s) Details

C. *OTHER:*

- Additional Renderings Catalog Cuts
- Other Specifications Other (*Identify Below*)
- Other: _____

9. SIGNATURES

Michael Landry
Applicant's Name (printed)

[Signature]
Applicant's Signature

Date: 7/17/24

Contact Person if other than Applicant:

Name (printed) () _____
Phone #

FOR USE BY THE BUILDING OFFICIAL'S OFFICE ONLY

Received By (printed) _____
Received by Signature

Date: _____

FOR USE BY THE HISTORIC DISTRICT COMMISSION ONLY

Received By (printed) _____
Received by Signature

Date: _____

View

Estimate

Download



Brothers Gutters of Rhode Island
1138 Knappton Ave
Westerly, RI 02879, United States

Phone: (401) 201-1015
Fax: 4012074212
Email: kyle.gonzales@brothersgutters.com
Web: www.brothersgutters.com



Work Location
Michael Landry
271 Wilbur Ave
Cranston, RI 02923

Bill Location
PRIMARY
271 Wilbur Ave
Cranston, RI 02921

Estimate Date
7/9/2024

Salesperson
Kyle Gonzales

Summary: 6" half round copper

Scope: At the front of the home, install new 6" half round copper gutters with 3 inch smooth round downspouts, 4 gutters and 4 downspouts. The gutters will be installed with brass rod, nut and bolt hangers for structural integrity. They will be tucked underneath the roof shingles. All of the pop outlets and end-caps will be soldered. The new gutter installation comes with a 5 year labor warranty and a 20 year material warranty.

Item	Description	
6" Copper Half Round Gutter	Half Round Gutters are designed to carry rainwater from the roof to the ground, protecting a structure from water damage. The Half Round design offers a beauty unsurpassed by any other style of gutter. Copper Half Round is the easiest open gutter system to maintain has a life expectancy of 75-100 years.	
Miscellaneous	To include: brass rod and bolt roof straps	
6" Copper Half Round End Cap	An end cap is secured to the side of an open gutter just past the end of the roof. It is crimped and soldered to prevent leaking.	
3" Copper Half Round Outlet	Outlets are secured into the gutter opening that leads into the downspout. The downspout is secured directly to the outlet.	
3" Copper Smooth Round Downspout	Downspouts carry rainwater from the gutter to the ground.	
3" Copper Smooth Round Elbow	Elbows attach to a downspout enabling it to conform to the contour of a structure.	
3" Copper Smooth Round Offset Elbow	Elbows attach to a downspout enabling it to conform to the contour of a structure. An offset elbow is used for smaller transitions, ensuring the downspout remains close to the home.	
3" Copper Pipe Cleat	Pipe Cleats are low profile accessories used to secure a downspout to a structure. They are soldered to the downspout to ensure maximum strength and longevity.	
		Subtotal \$4,686.00
		Tax \$0.00
		Total \$4,686.00

Payment via No Payment, Ending P, in the amount of \$0.00, was received on 7/11/2024.

Decline

Modify

Approve

1 of 5

By clicking my signature below, I represent that I have read this proposal and accept it as written and agreeable to me. I understand that I have the legal right to cancel up to three (3) days from the date of signing this contract. I am requesting that The Brother That Just Do Gutters proceed to order materials and schedule work. I further understand that there is a 50% deposit required to schedule my installation.

Customer Signature: _____

Date: 7/11/2024

Pricing is valid for 30 Days





Gutter with a downspout at the left end.



Gutter with a downspout at the right end, coming down the column.



Gutter with a downspout at the right end.



Gutter with a downspout at the left end, coming down the column.



SCOPE AND REPRESENTATION OF WORK

Contractor agrees to perform for the owner certain alterations and improvements in and upon the home of the owner located at above address, in accordance with the specifications as listed in the scope found within this contract. Contractor shall furnish all labor and materials for such work. Fascia repairs may be necessary before installation of the gutters can be completed. Contractor is not responsible for fascia repairs.

WARRANTY

Contractor guarantees that the work will be constructed in accordance with accepted home improvement practices, and it will guarantee against any defects in workmanship and materials for a period of five (5) years from the date of its completion. This Limited Warranty is subject to the terms, exclusions and limitations set forth in the annexed Limited Warranty. This Limited Warranty can be extended for an additional five (5) years, for a total of ten (10) years.



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Contractor will provide an estimate to the customer for any fascia repairs. Contractor will resume installation of gutters within 2 weeks of receipt of written notice that the fascia repairs have been completed.

CONTRACT TIME

The work shall commence no later than 60 days after the signing of this contract, and shall be completed within 30 days of that date, unless otherwise stated in the estimate. Contractor shall not be liable for any delay or nonperformance caused by an act of God, weather, strikes, unavailability of materials, or any other preexisting structural or cosmetic damage beyond their control. In the event of delay or nonperformance by contractor for causes other than those mentioned above, contractor shall pay to owner liquidated damages in the amount of 3% of Contract Price for each day of delay or nonperformance, but in no event shall the amount of such liquidated damages exceed the total contract price.

CANCELLATION

This contract may be cancelled by owner within 3 business days following the day of the execution of this agreement by giving written notice of rescission to the contractor at the address given in this contract. In which event owner shall be entitled to a complete refund of the down payment, if any. After such period, but before the actual commencement of work by the contractor, owner may cancel this agreement, in which event owner shall forfeit to contractor the down payment given at the time of the execution of this agreement. In the event owner cancels this agreement after the contractor has commenced the work, owner shall forfeit the amount of the down payment given to contractor at the time of the execution of this agreement and, in addition, shall pay to the contractor such proportion of the total contract as the amount of labor and materials furnished bears to the total amount of labor and materials agreed upon to be furnished under this agreement, the same to be paid within 5 days from the date of such cancellation. In the event the contractor is unable to complete the performance of its obligation under this contract due to an act of God, weather, strikes, unavailability of materials, or any other preexisting structural or cosmetic damage beyond their control, owner may at its option cancel this contract. In such event, owner shall only be liable to pay contractor the amount of labor and material already furnished. Such payment is to be made within 5 days after the date of such cancellation. In the event the owner's home is destroyed by fire, earthquake, or any other cause not attributable to the owner, this contract shall automatically be cancelled with the parties having no further obligation to each other, and the down payment given by the owner at the time of the execution of this agreement shall be retained by the contractor.

PERMITS AND LICENSES

Contractor shall be responsible for securing, carrying or obtaining any home improvement licenses required by the state, county or town. Any necessary building permits shall be the responsibility of the homeowner at their own cost and expense.

LIMITED WARRANTY

WHAT THIS WARRANTY COVERS

The Brothers That Just Do Gutters ("Brothers Gutters") Limited Warranty guarantees that all work performed by Brothers Gutters, including the installation of the gutters, hangers, corners, end caps, elbows and downspouts will be in accordance with the generally accepted home improvement standards and with regular maintenance (see Customer's Obligations below), will properly function for the life of this warranty. Brothers Gutters will also guarantee against any defects in material including any defects in finish, color, chipping, or blistering of the products under ordinary use and wear for the life of this warranty.

WHAT THIS WARRANTY DOES NOT COVER

The Limited Warranty does not cover: Damage caused by owner abuse, malicious and/or intentional destruction or damage caused to the gutter system. Any acts of vandalism, natural wear and/or change in finish or color caused by wind, rain, sleet, hail, ice, snow, or by any other Act of God or other environmental conditions. Damage or defects which are the result of characteristics common to the materials used or conditions resulting from condensation, expansion, or contraction of such materials. Any damage to the home as a result of damage to the gutter system. Any alterations or modifications made by anyone other than a Brothers Gutters Specialist. Any defect or damage caused by another person or contractor's work to the building or home following the gutter installation including any work performed to the roof, fascia, drip edge or shingles. Any water going behind their gutters as a result of shingles extending less than 1 inch past the drip edge or fascia. Any damage caused by fire. Any damage caused by impact from any foreign objects. Any damage or malfunction caused by building or home structure settling or foundational distortion.

WHAT IS THE PERIOD OF COVERAGE

The five (5) year Limited Warranty commences upon the completion of the installation of the gutter system and payment is received by Brothers Gutters in full and will continue for five (5) years thereafter. The Limited Warranty may be extended for an additional five (5) years, for a total of ten (10) years, by the purchase and installation of an approved gutter guard system. The approved gutter guard system must be purchased and installed by a Brothers Gutters Specialist within 90 days from the date of the original installation. If the approved gutter guard system is installed on a date after the original installation, the terms on the Limited Warranty will be subject to an evaluation of the gutter system by a Brothers Gutters Installation Specialist.

WHAT ARE THE CUSTOMER'S OBLIGATIONS

Customers, in order to be eligible for any benefits set forth in this Limited Warranty, must provide regular maintenance and debris removal from the gutter system including the gutters, elbows, down spouts, extensions and drainage pipes. Failure to provide evidence of regular maintenance may void any Warranty.

WHAT WE WILL DO TO CORRECT PROBLEMS

Brothers Gutters will repair or replace any damaged portion of the gutter system up to the entire gutter system. The Limited Warranty will cover up to the total amount of footage of gutters, downspout and/or gutter guards purchased in the original contract. In the event the entire footage initially purchased by customer in the contract is replaced, the Limited Warranty will automatically terminate.

WHAT WE WILL NOT DO

Brothers Gutters will not repair or replace any undamaged portions of the gutter system as determined by a Brothers Gutters Installation Specialist. Brothers Gutters will not for any reason repair or replace any damage to Customer's home.

total of ten (10) years, upon the purchase and installation of an approved gutter guard system. The gutter guard system must be purchased through and installed by the Brother Gutters.

ASSIGNMENT

The contract cannot be assigned by contractor without the prior written consent of the owner.

ALTERATIONS

Any alterations or modification initiated by the owner or contractor must be agreed upon between the parties and the price fixed by them before work on such alteration or modification shall commence. Contractor will require a 50% deposit for such alterations or modifications agreed upon. Full payment for such alteration or modification shall be made at the time of the final completion of the work.

OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) COMPLIANCE

OSHA requires a Contractor to provide each Employee walking or working on a surface 6 feet (1.8m) or more above the ground certain protections from falling. Such protections may include the installation of a personal fall arrest system (PFAS). Installation of a PFAS may require an employee to "tie-in" or otherwise secure themselves to the roof or roof ridge line. By signing this contract Owner agrees and consents to the installation of the PFAS by the Contractor and/or Employee.

YARD SIGN DISCLAIMER

Contractor will be posting a yard sign on your property upon completion of work, unless customer has previously notified us that yard signs are prohibited in their town.

CONTRACT PRICE

Owner will pay contractor a 50% deposit, unless otherwise specified in scope, upon execution of this agreement for the performance of the work outlined within the scope of work section found within this contract.

- a. Remaining balance due upon final completion of work and settlement of all claims of laborers and suppliers.

ENTIRE AGREEMENT

The contract constitutes the entire agreement between the parties. Any changes or alterations in this agreement shall be valid and effective only if agreed upon in writing between the parties. In witness the parties have executed this agreement at the listed address on the date written above.

Michael Landry

Name of Owner

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provide the name and address of the Customer; a brief description of the damage; location of the damage; what caused the damage and a number and email address where the Customer can be reached during the day and night.

FAILURE TO PROVIDE NOTICE AS SET FORTH ABOVE WILL VOID ANY WARRANTY.

A Brothers Gutters representative will contact you within five (5) days to schedule a mutually convenient appointment for an Installation Specialist to evaluate the damage. If, in the discretion of the Installation Specialist, the damage is covered under the Limited Warranty, the Installation Specialist will determine and provide a remediation plan to the Customer. All warranty repairs and/or replacements will be scheduled within two weeks of the date the Installation Specialist provides a remediation plan to the Customer.

THE LIMITED WARRANTY IS TRANSFERABLE

This Limited Warranty is transferable to all subsequent purchasers of the home, dwelling building or structure. To transfer this warranty to a new owner, the Customer must have the new owner sign and date the original warranty and forward the same to the Brothers Gutters. Under no circumstance can a warranty be extended by any such transfer. The customer can only transfer the remaining time left on the Limited Warranty. New owner may inquire regarding purchasing an approved gutter guard system to extend the Limited Warranty for an additional five (5) years subject to the provisions set forth herein.

DISPUTE RESOLUTION

In the event of a dispute over claims or coverage, Customer agrees to file a written claim to the Brother Gutters and Brothers Gutters will have thirty (30) days to respond to the claim. The parties agree to mediate in good faith before resorting to mandatory arbitration in the state in which the Brothers Gutters division is located as set forth within the contract. Except where prohibited, if a dispute arises from or relates to this Agreement or its breach, and if the dispute cannot be settled through direct discussions Customer, agrees that:

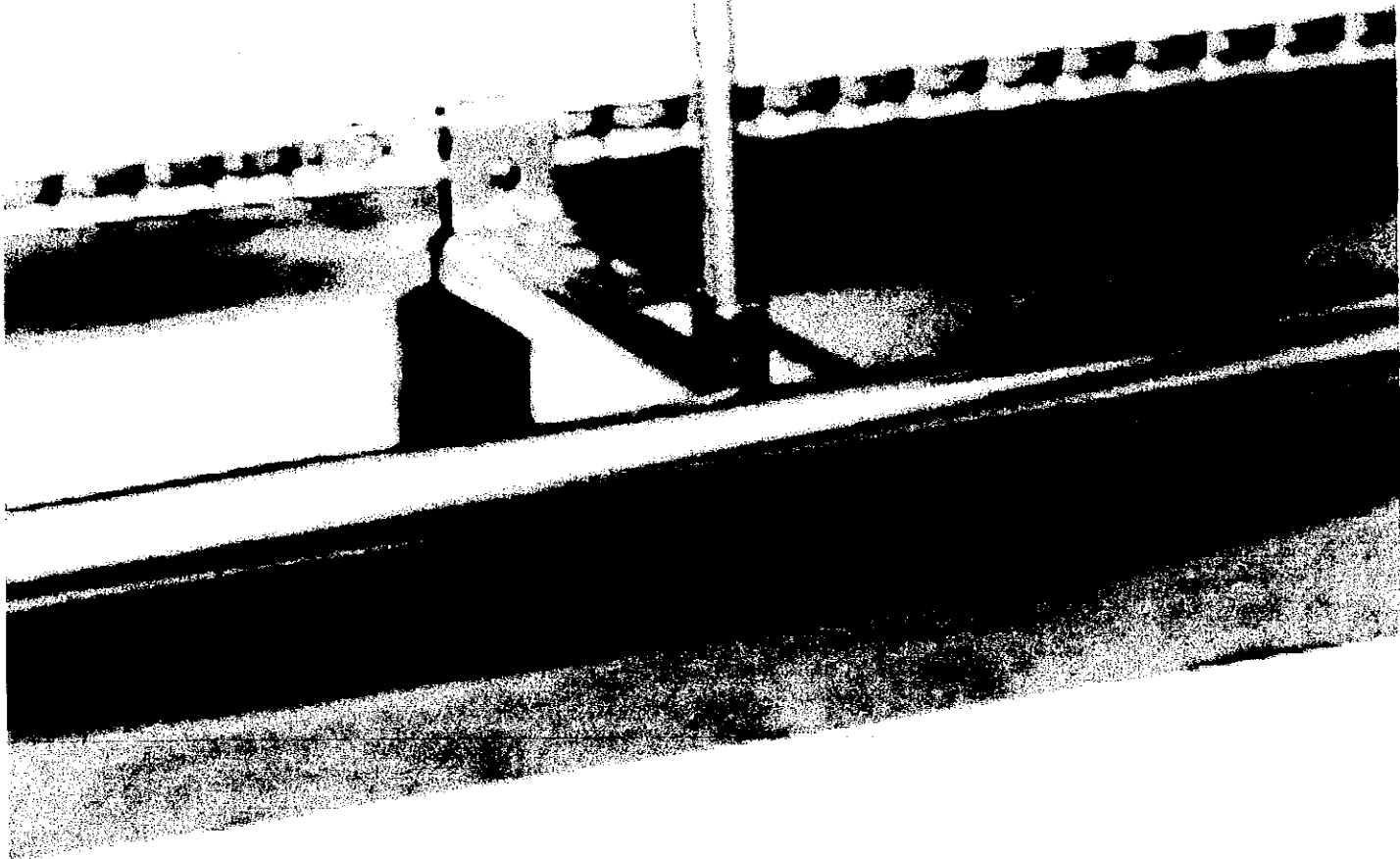
1. Any and all disputes, claims and causes of action arising out of or connected with this Agreement shall be resolved individually, without resort to any form of class action.
2. Any and all disputes, claims and causes of action arising out of or connected with this Agreement (including but not limited to whether a particular dispute is arbitrable hereunder) shall be resolved exclusively by the American Arbitration Association of the state in which the Brothers That Just Do Gutters division is located under its Commercial Arbitration Rules. Controversies or claims shall be submitted to arbitration regardless of the theory under which they arise, including without limitation contract, tort, common law, statutory, or regulatory duties or liability.
3. Any and all claims, judgments and awards shall be limited to actual out of pocket costs incurred to a maximum of \$1500 per claim, but in no event shall include attorneys' fees.
4. Under no circumstance will Customer be permitted to obtain awards for, and Customer hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of this Limited Warranty Agreement, shall be governed by, and construed in accordance with, the laws of the state in which the Brothers Gutters division is located as set forth within the contract without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the state in which the Brothers Gutters division is located as set forth within the contract.

HOW TO MAKE A WARRANTY CLAIM

Customer must notify Brothers Gutters within five (5) days of any claimed damage or as soon thereafter as the damage is discovered by phone and email. Brothers Gutters will accept warranty claims 24 hours a day, 7 days a week, 365 days a year at the number and email address set forth within the original contract. All claims must be made within the period of coverage and

SEVERABILITY

If any provision of this Limited Warranty is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Limited Warranty shall continue in full force and effect.



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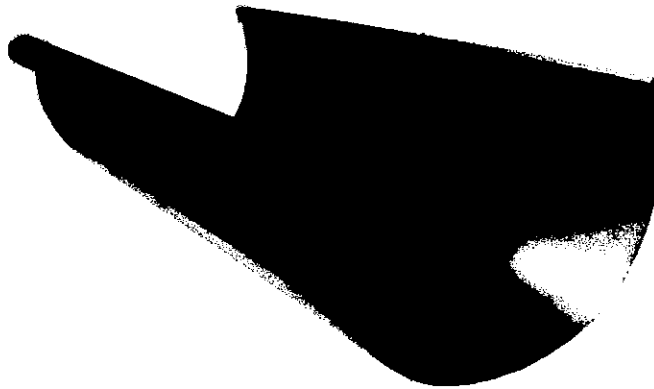
guttersupply



shipped nationwide.

- Versatile and can be used with traditional bead hangers as well as hidden hangers.
- Traditional craftsmanship for an elegant

See more details

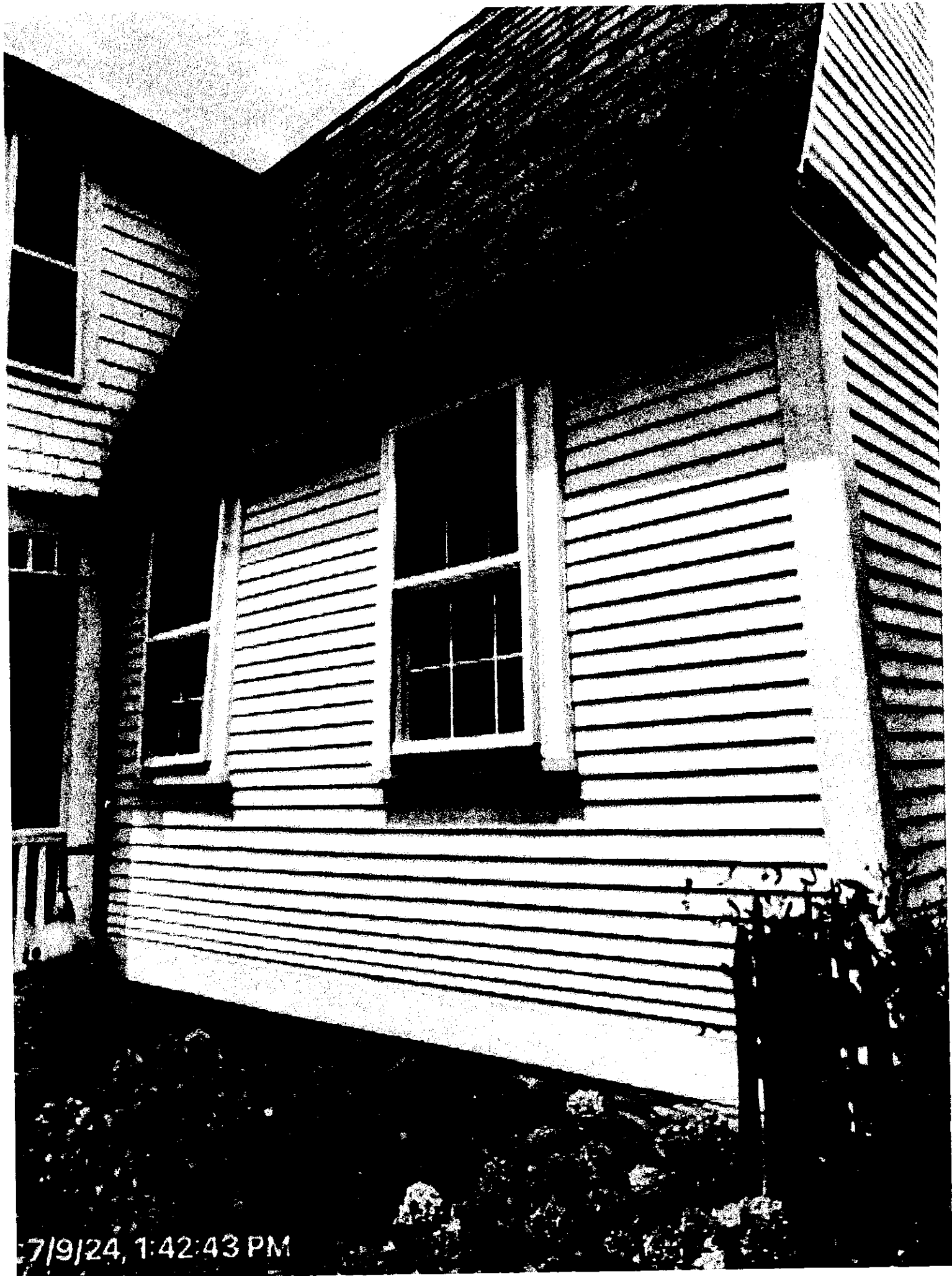


Select Your Product Options

Size

Gauge



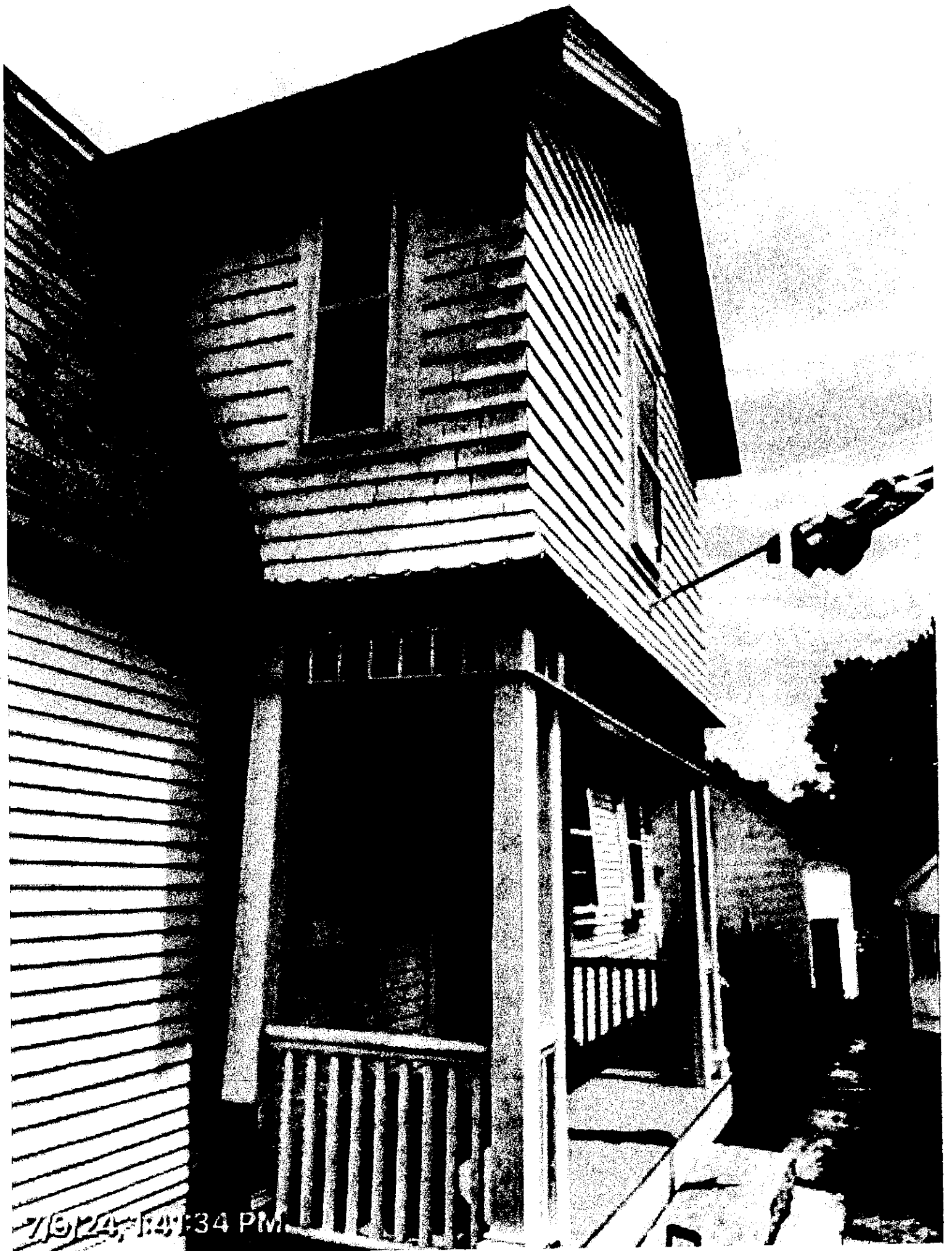


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