
**Earl & Patty Crisp 817-233-0071
5288 Pale Moon Dr.**

**David Mayo 850-857-4286
Mayo Construction & Design, Inc. RC2004**

7/8/2016

The Crisps engaged Mayo Construction & Design, Inc to construct a large home at 5288 Pale moon Drive. The permit was issued 03-20-2014 and the CO was issued 06-24-15.

That time they had issues with workmanship and cosmetic issues that were not addressed by the builder. They had other issues as well:

1. They had drainage issues that retained water against the dwelling
2. They had damage to a raw cypress door unit with side lights. The builder recieved the doors as shipped, and the instructions that they must be sealed. Per the owners the doors were NOT sealed by Mayo Construction, resulting in selling and damage that they had to have repaired.
3. There were problems with windows and latched, requiring two warranty replacement windows to be installed. The Crisps paid others to install the windows.

The contract written by Mr. Mayo includes "ARTICLE 12. Correction of Work."
"The contractor shall remedy any defects due to faulty materials and workmanship which appear within a period of one year from the date of completion of the contract...."

Given that Mr. Mayo did not correct these warranty issues, there appears to be probable cause for a "show cause" hearing regarding failure to honor a warranty.

Lynn Adams

Lynn Adams

Investigator

Escambia County Building Services
3363 West Park Place
Pensacola, FL 32505

lhadams@myescambia.com
850-554-2816

Winning Colors Painting LLC

Dennis Alfred

(850) 346-9071

214 Cordoba St

Gulf Breeze, FL 32561

February 6, 2016

Mr. Crisp:

Provide Labor and material to stain & varnish door
Sidelights and fram (interior & exterior)
Remove mildew and dirt
Sand, putty and varnish with Sikkens brand varnish

Total \$850.00

Note: Threshold plate probably needs to be caulked

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From: David Mayo <dmayo@mayocustomhomes.com>
To: earlw@twc.com
Cc:

Subject: Re: Double Hung Window Problems-Update

Priority: Normal **Date:** Thursday, February 11, 2016 11:40 AM **Size:** 8 KB

Earl & Patty,

I spoke to Mr. Robbins at Simonton this morning. He walked me through the information on your claim (#995049) with Simonton. He states that he did not assist you on the claim, but his associate Mark Adams did, and he was able to pull up the claim information. He informed me that all that is being sent is lock bottom sash for one window, not a whole window as you indicated. However, as per our settlement at closing, we are not responsible for any maintenance or warranty issues at your home. Mr. Robbins states that Simonton does not pay outside contractors such as us to deliver, install, or perform warranty work on windows.

The above being the case, we cannot provide any further service in this matter, per our agreement at closing.

Thank you,

Brandon Mayo
Mayo Construction

On Wed, Feb 10, 2016 at 8:26 PM, <earlw@twc.com> wrote:
Dear David and Brandon,

> We followed your advice about the issues we were having with the three windows and contacted ABC Supply alerting them to the problems of the windows not properly closing. ABC suggested for us to contact Simonton Windows directly and we spoke with the technical claims adjuster, Marty Robbins, about the problems we were experiencing. The representative helped us resolve two of the window issues, however the third window was beyond the scope of normal adjustment or repair. Therefore, Simonton is going to honor their warranty and they are going to send us a replacement window which will be delivered to ABC Supply in Pensacola. Simonton also advised us to contact our installer (Mayo Construction and Design) to arrange a day and time for removal of the broken window and replace it with the new one.

> Once the new window arrives at ABC Supply, we will contact you to schedule a convenient day and time for you to do the change-out.

> Kind regards,

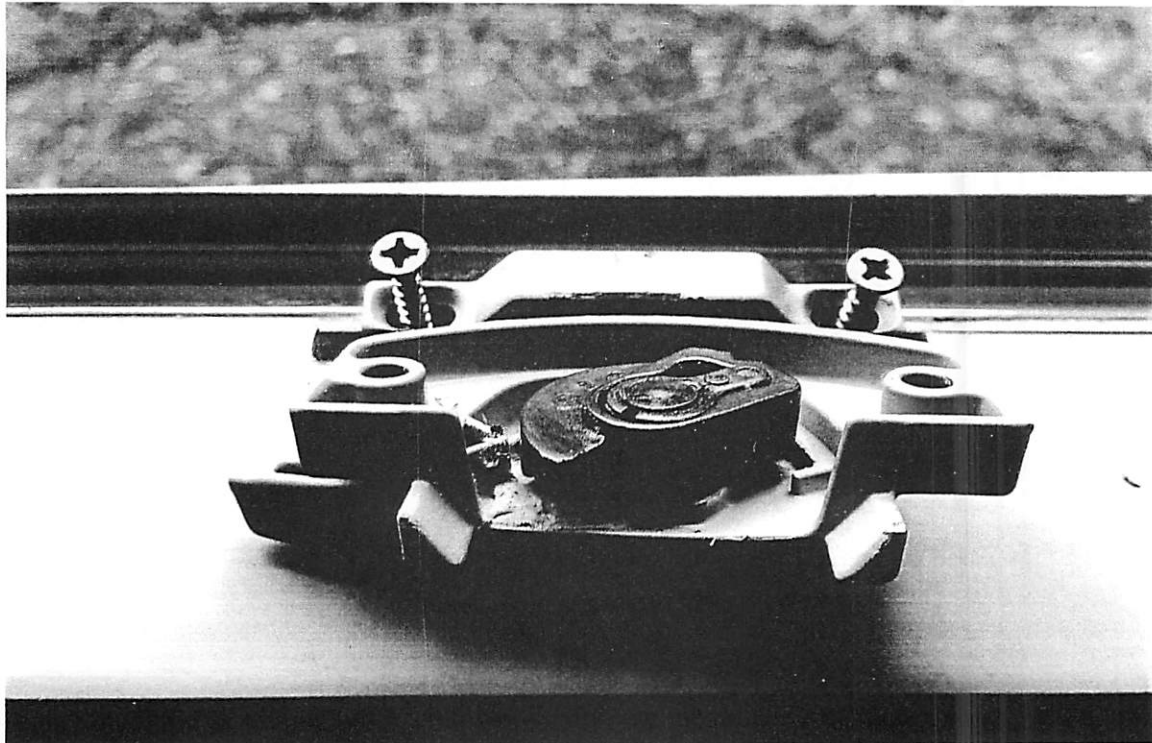
> Earl and Patty Crisp
> 972-839-5687



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Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality.

All workmen and subcontractors shall be skilled in their trades and shall be those normally used by the Contractor. If Owner requests a different Subcontractor, Owner will be responsible for that Subcontractor's work and any subsequent damages that may occur as a result of that Subcontractor, unless approved in writing by the Contractor.

Article 9. Permits and Regulations

The Contractor shall obtain all permits necessary for the performance of the work. He shall comply with all laws and regulations bearing on conduct of the work.

Article 10. Inspection of Work

The Contractor shall permit and facilitate inspection of the work by Owner and his agents and public authorities at all times.

Article 11. Changes in Work

The Owner may at any time, order changes in the work. The Owner is to reimburse the Contractor for all direct costs to Contractor plus the 13.5% Overhead & Administration fee.

Article 12. Correction of Work

The Contractor shall remedy any defects due to faulty materials and workmanship which may appear within a period of one year from the date of completion of the contract. Contractor is not liable for any prior works performed by previous Builders/Contractors. Any issues that are visibly exposed will be brought to Owner's attention and a plan of fixing with cost associated submitted or a waiver by the Owner signed waiving the Contractor from Liability.

Article 13. Payments

Payments shall be made as provided in the Agreement, but subject to the provisions of the Florida Mechanic's Lien Law. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner, other than those arising from unsettled liens or from faulty work appearing thereafter, as provided in Article 13, and all other claims by the Contractor except any previously made and still unsettled.

Dem Jw.L
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