



Master Exterior Remodelers Serving

Southeast Michigan

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ROOFING • SIDING • WINDOWS • CHIMNEYS • MASONRY • PORCHES • GUTTERS • ADDITIONS

TO Carl Claxton	REFERRED BY	CELL PHONE	DATE & TIME December 9, 2021
1545 Chicago Blvd, Detroit		JOB NAME / LOCATION	
		EMAIL ADDRESS Cyrilclaxton@att.net	

We hereby submit specifications and estimates for:

- Demo out existing front porch down to footings
- Underpin existing footings for support so porch does not drop down farther
- Rebuild porch back up to previous specifications with brick to match house as close as possible
- Backfill porch with 21aa crushed stone and tamper down
- Install Rerod 12" on center for support of new porch cap
- Form and pour new 4" porch cap with colored concrete with border
- Reuse old Limestone steps on front porch if possible (if not reusable additional \$750 for poured)
- Brick columns and iron railings installed to match previous specifications
- Saw cut and replace poured steps on walkway
- Demo out driveway area from saw cut line next to porch all the way back and walkway on right side
- install 21aa crushed stone base and tamper down
- form and pour 3500 psi concrete reinforced with fibermesh
- saw cut and install expansion joints as needed and pull forms and backfill around edges
- Tuckpointe around entire home to fill in missing mortar
- Replace flat roof on overhang with new EPDM flat roofing system
- replace railings on top of flat roof with new custom wood railings to match old style
- Remove and replace gutters on entire house with 5" k-style seamless gutters with gutter guards
- clean up and haul away all work related debris
- taxes, fees, permits, and all discounts included

Pricing:

- Porch and driveway \$34,450 (\$20,800 driveway and \$17,950 porch if done separate)
- Tuckpointe house and chimney \$7,500
- Flat roof \$3,000, Gutters \$1,836, gutter guards \$1,176
- poured step \$750, walkway on right side of house \$2,250
- Railings \$3,450 (\$1,950 iron railings and \$1,500 wood railings on porch overhang)

We Propose hereby to furnish material and labor – complete in accordance with the above specifications, for the sum of:

dollars (\$ **54,162**).

Payment to be made as follows:

\$250 off for senior discount

GENERAL TERMS AND CONDITIONS

The above stated customer (the "Customer") agrees to the terms set forth above and to these General Terms and Conditions set forth below and on the reverse side hereof as the agreement between Customer and Tittle Brothers Construction, LLC, a Michigan limited liability company ("Tittle Brothers"). The terms set forth above and these General Terms and Conditions are collectively referred to herein as the "Agreement."

1. Payment: Customer shall pay the entire balance due and any other portion of the project that remains unpaid upon completion of the work described herein. Customer agrees that all materials, equipment or any other property for the project, wherever located, including, that which is installed at the location directed by Customer, shall remain the sole and exclusive property of Tittle Brothers and title to such property shall only transfer from Tittle Brothers to Customer upon full payment received by Tittle Brothers in accordance with this Agreement. In the event Customer fails to make full and timely payment, Tittle Brothers, in addition to any and all other remedies provided by law, shall have the right to file a lien against Customer's real property or the real property where such work on the project was performed, to the extent of all amounts owed under this Agreement. Tittle Brothers shall be entitled to reimbursement by Customer of reasonable costs and expenses incurred for enforcement of this Agreement, including, without limitation, reasonable attorney fees. Any and all deposits paid by Customer to Tittle Brothers (the "Deposits") are non-refundable.

2. Condition: This Agreement is expressly conditioned upon Customer's acceptance by signature below and by Tittle Brothers' acceptance by signature below.

Customer's Signature <i>Carl A. Claxton</i>	Date December 15, 2021
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Tittle Brothers' Representative Signature <i>[Signature]</i>	Date December 15, 2021
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Customer may cancel this transaction at any time prior to midnight of the third (3rd) business day after the date of this transaction as set forth in above. See the attached notice of cancellation form for an explanation of this cancellation right. Additionally, Tittle Brothers is prohibited from having an independent courier service or other third party pick up your payment at your residence before the end of the three (3) business-day period in which you can cancel the transaction.

ADDITIONAL GENERAL TERMS AND CONDITIONS CONTINUED ON BACK

* See actual warranty for complete details, limitations and requirements. SureNail® Technology is proprietary with U.S. and foreign protection including U.S. Patent Nos. 6,471,812; 7,836,654; 8,156,704; 8,181,413; 8,240,102; 8,430,983; 8,607,521; 8,623,164; 8,752,351; 8,991,130; 9,121,178; and other patents pending. SureNail® Technology is not a guarantee of performance in all weather conditions. SureNail® Technology is available only on Owens Corning Duration® Series Shingles. Visa® is a registered trademark of Visa, Inc. MasterCard® is a registered trademark of MasterCard. Discover® is a registered trademark of Discover Bank. American Express® is a registered trademark of American Express Company. Tittle Brothers Construction is an independent contractor and is not an affiliate of Owens Corning Roofing and Asphalt, LLC or its affiliated companies. THE PINK PANTHER™ & © 1964–2017 Metro-Goldwyn-Mayer Studios Inc. All Rights Reserved. © 2017 Owens Corning. All Rights Reserved.

3. Lien Notice: In accordance with Section 114 of Michigan's Construction Lien Act, as amended, please be advised as follows: A residential builder or a residential maintenance and alteration contractor is required to be licensed under Article 24, Act 299 of the Public Acts of 1980, as amended, being Sections 339.2401 to 339.2412 of the Michigan Compiled Laws. An electrician is required to be licensed under Act 217 of the Public Acts of 1956, as amended, being Sections 338.881 to 338.892 of the Michigan Compiled Laws. A plumber is required to be licensed under Act 266 of the Public Acts of 1929, as amended, being Sections 338.901 to 338.917 of the Michigan Compiled Laws. Tittle Brothers is required to be licensed and is so licensed by the Michigan Department of Licensing and Regulation. Tittle Brothers' license number is 2102178862.

4. Non-Disparagement; Non-Defamation: Customer agrees to refrain from any disparagement, defamation, libel, or slander of Tittle Brothers. Accordingly, Customer agrees not to write, print, speak, publish, post on any online platform or website, including, without limitation, any social network, discussion board, or blog, or otherwise make any disparaging or defamatory or false remarks about Tittle Brothers and/or its work for Customer. Customer acknowledges and agrees that Customer's breach of this provision would result in losses to Tittle Brothers that would be extremely difficult to ascertain, and therefore Customer agrees that for each defamatory and/or false statement that Customer makes in violation of this provision, Customer will pay to Tittle Brothers, as liquidated damages and not as a penalty, the sum of Ten Thousand and 00/100 Dollars (\$10,000.00), plus any reasonable attorney fees and court costs incurred by Tittle Brothers in connection with any such defamatory statements. Customer acknowledges and agrees that this amount is reasonable. Customer also agrees that Tittle Brothers, in addition to any other rights it may have, shall be entitled to injunctive relief, in connection with any applicable act of defamation by Customer.

5. Changes/Modifications: No modification, change, addition, or alteration of this Agreement shall be deemed effective unless writing signed by the Customer and Tittle Brothers. Tittle Brothers reserves the right to substitute materials specified herein with, at Tittle Brothers option, substantially equivalent or higher quality materials.

6. Resultant Damage/Concealed Items: Tittle Brothers assumes no responsibility and shall not be held liable for any damage to underground pipes, wires, sprinkler lines, water or sewage disposal systems, or conduits, or other underground items in areas of excavation, grading, paving, or construction. Unless specifically contained herein, Tittle Brothers assumes no responsibility and shall not be responsible for any re-routing of vents, pipes, ducts, conduits, or wiring that may be discovered incident to the removal or opening of walls, ceiling, floors, or other areas which may reveal such conditions. Any excavation required hereunder does not contemplate filled ground; or ground of inadequate bearing capacity, or rock or any materials not removable by ordinary hand tools. Tittle Brothers assumes no responsibility and shall not be held responsible for damage to concrete, asphalt, driveways, walks, siding, gutters, lawns, trees, shrubs, flowers, or other vegetation.

7. Concealed Contingencies: The contract price is subject to additional labor, parts, materials and service charges for concealed contingencies that are not readily apparent in estimating the work, and required to complete the work specified herein, including, without limitation, those items contained in the preceding paragraph. In the event such contingencies do not exceed ten percent (10%) of the total contract price, Customer hereby authorizes Tittle Brothers to undertake such work and agrees to pay Tittle Brothers for such work, the cost of which shall be in addition to the contract price set forth herein and shall be due and payable in the same manner. In the event such contingencies exceed ten percent (10%) of the total contract price, Tittle Brothers will notify Customer of such contingencies and upon Customer's authorization and consent to such additional contingency charges, complete the project. In the event the contingencies exceeds ten percent (10%) of the total contract price and Customer decides not to continue the project, Tittle Brothers shall be compensated by Customer in an amount equal to the greater of either (i) the Deposit, or (ii) the reasonable value of labor, parts, materials and services performed, in the sole and reasonable discretion of Tittle Brothers, to the date of Customer's notification to Tittle Brothers of its decision not to proceed.

8. Delay/Interruption: It is understood by all parties that time is of the essence of this project, and all work contracted for shall be performed as soon as scheduling, materials, and weather conditions permit. Tittle Brothers shall not be held responsible for any loss, damage, or delay caused by weather conditions, acts of god, pandemics, labor strikes, material shortages, civil unrest, transportation delays, or any other cause not within Tittle Brothers' reasonable control.

9. Stipulated Damages: Customer understands and agrees that if Customer cancels, rescinds, or otherwise terminates this Agreement after the expiration of the cancellation period provided for this Agreement, then Tittle Brothers will incur: (i) costs in preparation, and (ii) damages, including lost profits, which Customer agrees and acknowledges are difficult to ascertain. The parties agree that if Customer does not allow Tittle Brothers to perform under this Agreement then Customer shall pay as liquidated damages, and not as a penalty, an amount equal to one-third (1/3) of the total contract price together with Tittle Brothers actual cost for any custom-ordered products, which such formula represents a reasonable estimate of the actual damages that Tittle Brothers will suffer.

10. Limited Warranty: Materials – Materials are warranted as per the manufacturer's warranty only, a copy of which will be provided to Customer upon request. Tittle Brothers does not provide any warranty on materials. Labor – Tittle Brothers warrants its labor and workmanship to be free from material defect for a period of one (1) year from the date of completion of the project (not the date of any repair or warranty work) provided, however, that this Labor warranty is non-transferable and non-assignable. Tittle Brothers' Labor warranty excludes conditions or damages resulting from: (1) ordinary wear and tear, any willful act, negligence, or abuse or misuse; (2) service or repairs performed by personnel other than authorized representatives of Tittle Brothers, which will completely void Tittle Brothers' labor warranty; (3) loss due to the elements, including invasion by insects, rodents, animals, fungus, molds, or any other organisms; and, (4) any damage or loss resulting from Customer's failure to perform reasonable maintenance. The warranties described herein are contingent, and only arise, upon full and timely payment by Customer under this Agreement.

TITTLE BROTHERS MAKES NO REPRESENTATION, WARRANTY, OR COVENANT, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE GOODS AND SERVICES TO BE PROVIDED UNDER THIS AGREEMENT EXCEPT FOR THOSE EXPRESSLY CONTAINED HEREIN.

11. Access to Worksite/Removal of Furniture/Condition of Premises: Customer shall grant free access to work areas for workmen and vehicles, and shall allow areas for storage of materials and rubbish. Customer agrees to keep driveways clear and available for movement and parking of trucks during normal working hours. Customer is responsible to have the area for which services are to be performed under this Agreement accessible to Tittle Brothers and free from all furniture, removable fixtures, debris and other movable property. Tittle Brothers shall not be expected to keep gates closed for animals or children. In the event that Tittle Brothers is required to move any of Customer's property, Tittle Brothers shall not be held responsible or liable for any damage or loss, including, without limitation, damage to furniture, appliances, moldings, doors, floor or stairs railing, or similar items, nor shall Tittle Brothers be responsible for damage or losses to water feed lines, including leaks, for refrigerators, piping or any similar items or occurrence.

12. Limitation on Remedies: Customer agrees that in no event shall Tittle Brothers be obligated to Customer for any claim of incidental or consequential damages, lost profits or other form of indirect or similar damages or liability, and that the Customer's sole remedy and the maximum liability of Tittle Brothers for any damages under this Agreement shall be, at Tittle Brothers' option, (i) Tittle Brother's repair and/or replacement of the items set forth above in the description of the project, or (ii) the refund of the Deposit to Customer.

13. Governing law, Consent to Jurisdiction, WAIVER OF JURY TRIAL, and Arbitration: Any controversy or claim regarding this Agreement (except for nonpayment of the contract sum) shall be submitted to binding arbitration to be conducted by a single arbitrator to be agreed to by Tittle Brothers and Customer in accordance with, at Tittle Brother's option, the Construction Industry Arbitration Rules of either the Better Business Bureau or the American Arbitration Association. This Agreement shall be governed and construed in accordance with the laws of the State of Michigan. In any state court proceeding which may be permitted hereunder arising out of or relating to this Agreement CUSTOMER HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY. A demand for arbitration shall be made no later than six (6) months from the date such claim accrues as matter of law. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim or dispute would have been barred by the applicable statute of limitations. In any proceeding where the award is in favor of Tittle Brothers, Customer shall pay Tittle Brothers' costs and actual attorney fees. The arbitrator shall have the authority to fashion a remedy to the full extent such remedy is available pursuant to Michigan's arbitration statute. Such arbitration shall be conducted in accordance with the

Michigan arbitration statute, MCLA § 600.5001, et seq., as amended (the "Act"). The proceedings shall be deemed an arbitration proceeding subject to the Act. The arbitrator shall have all powers granted to an arbitrator under the Act. Nothing herein shall be deemed a waiver of Tittle Brothers right to file a Claim of Lien under Michigan's Construction Lien Act, MCLA § 570.1101, et seq. In the event a lien is filed, the validity of the lien and the determination of the lien amount may be decided by arbitration as set forth above and a judgment of foreclosure based upon the lien may enter in a court of appropriate jurisdiction.

14. Authority: in the event a representative of Customer executes this document, Customer's representative warrants to Tittle Brothers that the execution of this Agreement and performance of the obligation herein contained have been duly authorized and approved by Customer and that the person executing this Agreement has been properly authorized to bind Customer.

15. No Responsibility of Property Furnished by Customer or Third Parties: In the event Customer directly or through any person or entity other than Tittle Brothers, furnishes or provides equipment, materials or other property that relates to the project, Tittle Brothers shall have no responsibility or liability whatsoever for the condition, inspection, receipt, delivery, risk of loss, damage or otherwise with respect to such property, regardless of the fact that Customer may request or require that a Tittle Brothers representative be present at the time of delivery or for the acknowledgment of delivery of such property at the project.

16. General Provisions: All the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the heirs, successors, administrators, legal representatives and permitted assigns, as the case may be, of Customer and Tittle Brothers. This Agreement contains the entire understandings between Customer and Tittle Brothers with respect to its subject matter, and supersedes parol evidence of prior or contemporaneous agreements, understandings, representations and negotiations. No parol evidence of prior or contemporaneous agreements, understandings, representations or negotiations shall govern or be used to construe or modify this Agreement. Titles to paragraphs and subparagraphs are intended only for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement. Customer will indemnify Tittle Brothers and save Tittle Brothers harmless from all claims, liability, loss, expenses asserted or incurred by Tittle Brothers as a result of the default, negligence, or wrongdoing of Customer or its agents, employees, subcontractors, suppliers, or persons acting under them, except for claims arising from the default, negligence, or wrongdoing of Tittle Brothers. If any term, covenant, or condition of this Agreement or the application of which to any party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall be effective, and each term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law. No modification, changes, additions or alteration of this Agreement shall be deemed effective unless in writing signed by the Customer and Tittle Brothers. The date of this transaction is the date upon which the last of either Tittle Brothers or Customer signs this Agreement as provided in Section 2. The Customer shall not assign this Agreement and any assignment made in violation of this provisions shall be deemed null and void.