

PROPOSAL

MICHIGAN GENERAL CONTRACTORS LLC

License: 2102220304

DATE: 03/18/2024

#508

755 W Big Beaver Rd, Suite 2020
 Troy, MI 48084
 Phone: (248)829-7764 Fax: (248)829-7761
 Email: info@migeneralcontractors.com
 Website: migeneralcontractors.com

CLIENT:
 RILEY HALL
 2325 W BOSTON BLVD
 DETROIT, MI 48206

TERMS:

50% Down Payment Upon Acceptance of Proposal

50% Due Upon Completion

Owner is responsible for all personal contents, including pets.

The Proposal is automatically withdrawn unless accepted by you within (14) days of the date above. If withdrawn a new proposal with updated pricing may or may not be necessary.

Project Address: 2325 W Boston Blvd, Detroit MI 48206

Job Performed: Roofing

***Estimate Fee Waived

TIMELINE: Projected start date to be determined on shingle selection. **CertainTeed Grand Manor** currently has a 2 – 3-month lead time. **GAF Timberline shingles** are readily available. The estimated completion timeline is 5 – 7 days.

This date is subject to change based on supplier delays, material delays, subcontractor delays, weather events, etc.

QUANTITY	DESCRIPTION	TOTAL
1	<p>Roofing:</p> <ul style="list-style-type: none"> - Remove and dispose original slate shingles from house roof. Includes removal of existing roof system, including: flashing, underlayment, ice guard, drip edge, etc. - Install CertainTeed Grand Manor asphalt shingles with slate design and new roofing system. New roofing system to include: decking, underlayment, ice guard, drip edge, starter shingles, cap shingles, flashing and ridge vent. - Aerial photos of the installation process will be submitted. - Contractor to provide a dumpster and/or dump trailer for debris removal. - Includes CertainTeed’s Limited Lifetime Warranty. - Includes a 10-year labor warranty. - Contractor to obtain Certificate of Appropriateness from the HDC. - Contractor to obtain building permit from the Building Department. <p>Includes labor and materials.</p>	\$45,000

QUANTITY	DESCRIPTION	TOTAL
1	Roofing: <ul style="list-style-type: none"> - Remove and dispose original slate shingles from house roof. Includes removal of existing roof system, including: flashing, underlayment, ice guard, drip edge, etc. - Install GAF Timberline HD or NS asphalt shingles and new roofing system. New roofing system to include: decking, underlayment, ice guard, drip edge, starter shingles, cap shingles, flashing and ridge vent. - Aerial photos of the installation process will be submitted. - If approved, a 3D link will be emailed to help with the material selection process. - Contractor to provide dumpster and/or dump trailer for debris removal. - If applicable, includes GAF's System Plus manufacturer warranty which protects against manufacturer defects. Coverage period is 50 years and the warranty is transferrable. - Includes a 10-year labor warranty. - Contractor to obtain Certificate of Appropriateness from the HDC. - Contractor to obtain building permit from the Building Department. Includes labor and materials.	\$21,000
	TOTAL	-

Make all checks payable to MICHIGAN GENERAL CONTRACTORS LLC
Checks returned due to insufficient funds will incur a \$40 penalty charge and a new check must be provided via a Cashier's Check.
We also accept all major credit cards and ACH bank transfers.
Price subject to change if items are removed or added to this Proposal.

TERMS AND CONDITIONS

1. **Our Scope of Work.** Any and all prior quotes, warranties or representations for our work are superseded by this agreement. We will not provide any additional installation, plumbing, electrical, flooring, decorating or other construction work beyond what is specified in our Proposal unless you and we sign a Change Order or it is an unforeseen condition described below. WE WILL NOT PERFORM WORK OUTSIDE OF THE SCOPE OF WORK WITHOUT COMPENSATION.
2. **3 – Day Right to Cancel.** If this agreement is subject to a (3) day right to cancel, we will not be required to commence work until we are satisfied that you have not cancelled or rescinded the agreement.
3. **Substantial Completion.** The term “Substantial Completion” means when our work is ready for normal use, subject to minor punch list items.
4. **Utilities.** You agree to continue to provide, at your expense, all existing utilities such as electricity, water, heating and cooling that are necessary in our opinion to carry out work. As required by OSHA under the Safety and Health Regulations for a Construction Site, a functional portable toilet should be available at the job site during the duration for which it is needed. The entire cost of the portable toilet is the responsibility of the client.
5. **Material Selections.** You agree to timely make any required decisions to allow our work to proceed on schedule. If you are supplying any material or equipment or performing any work outside the scope of this agreement, you agree not to interfere with our work or schedule. You also agree not to perform any of our work. If you fail to do so, our substantial completion date may be extended and we reserve the right to increase the contract price for our additional costs.
6. **Delivery.** The signature of the delivery driver for any supplier shall constitute proof of delivery. We are not responsible for theft, loss or damage to materials or products after delivery to your project. You agree to inspect all products upon delivery. All claims for defects, damage, shortages or improper delivery must be made in writing within three days of delivery or else they are waived. We or our subcontractors are not responsible for the delivery of the finish materials, unless otherwise stated within the scope of work.
7. **Returns.** No materials are to be returned without our prior authorization and without the approval of the supplier. You agree to pay, in advance, any charges by the supplier for returns. A trip charge of \$250 may be assessed for the following: if you approve materials to be used then later decide to not use those materials and request that we/the contractor return the materials to the supplier.
8. **Unforeseen Conditions and Delays.** We are not responsible for extra costs or delays due to hidden or unknown contingencies found at the job site. Contingencies include, but are not limited to: inability to reuse existing water, vent, waste pipes, air shafts, ducts, grilles, louvers and registers; the relocation of concealed pipes, risers, wiring, or conduits; or imperfections, rotting or decay in the structure or parts thereof necessitating replacement. In the event such contingencies arise and you request us to, or under the circumstances existing to avoid immediate

damage we believe we are required to furnish labor or materials or otherwise perform extra work not provided for in our scope of work, you agree to pay our actual costs plus our markup for the work involved upon receipt of invoice unless we agree otherwise in a change order. Material availability, commencement and substantial completion dates, when given, shall be deemed approximate, and are subject to delays caused by strikes, fires, acts of God, availability of products and work crews and other causes not reasonably under our control. The contract total will be increased by any price increase charged by our suppliers.

9. **Payment Terms/Contractor's Rights on Non-Payment.** Credit card payments have no processing fees. You agree to pay \$40 for any check returned for insufficient funds or closed account and to immediately replace the check with a cashier's check. Any check not honored by your bank or if any payment is not paid when due, a time-price differential charge of 10%/month will be added to the past due amount. Any claim for adjustment or credit on an item shall not be cause for failure to make payment in full of remaining items. Draw payments may or may not be requested in the order in which a certain item is completed. For example, draw payments may be outlined as (50%, 25%, 20%, 5%) and may be requested as (50%, 20%, 25%, 5%). You agree to also pay our costs and expenses, including reasonable attorneys' fees, which we incur in collecting any or all past due amounts you owe. In addition to our other rights, if you fail to make payments timely or if we are concerned that you may not be able to make your payments timely, we can withhold materials or discontinue services or require you to furnish acceptable security or payment in advance prior to continuation of our work. If additional services are requested and the service is completed before we issue a quote or change order you agree to pay the amount due that we submit.
10. **Warranty/Limitations of Liability.** You are entitled to any warranties from the manufacturers that are made to consumers. Expressly contingent on payment in full of our invoices, we provide a one-year limited warranty to repair any defects in workmanship, only, to the extent the workmanship is inconsistent with customary industry practices. **DUE TO WEATHER CONDITIONS, WE DO NOT WARRANTY CONCRETE/CEMENT WORK. WE MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** In the event of any liability not otherwise disclaimed, your sole and exclusive remedy is, at our option, (A) we will repair or replace the defective workmanship or (B) we will refund the purchase price of the defective work. **YOU AGREE THAT NO OTHER REMEDY, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SHALL BE AVAILABLE.** Any claim against us must be made, in writing, to us within one year of the date of substantial completion of our work by the client or else it is waived.
11. **Construction Lien Act Notification.** Residential Builders, Residential Maintenance and Alteration Contractors, Electricians and Plumbers are required to be licensed under the laws of the State of Michigan. We are licensed as a Residential Builder under license number 2102220304.
12. **Electronic Communications.** Unless one of us opts out, we may communicate with the other by email, text messages or other means of electronic communication. We may rely on the information for emails and text messages you supplied above unless you notify us otherwise.
13. **Co-Customers.** If there is more than one Customer, each of you is jointly and severally responsible to pay for our work. This means you are each obligated to pay up to the entire amount owed, even if only one of you ordered a particular product or work to be done. Delivery of invoices or statements to one of you is delivery to each of you and receipts or change orders signed by one of you or instructions given by one of you will be binding on the other.
14. **Media (Photo/Video).** Client agrees to allow Michigan General Contractors LLC and subcontractors to capture photo and video content of the project and share such media through various social media outlets.
15. **Transfer of Ownership/Selling Property:** The client agrees to not attempt to list the property for sale or attempt to sell the property until the project is 100% complete and full balance paid in full. If the property is listed for sale or client attempts to sell any remaining balance due is due immediately. Client also agrees and understands that Michigan General Contractors, subcontractors, suppliers that are owed money will enforce a lien on the property for the amount due.
16. **Dumpsters:** Client understands that while the use of dumpsters and/or dump trailers are needed for their project, other debris/trash from nearby projects may be discarded into the dumpster located at their project. As contractor's dumpster availability is not always adequate, therefore we strategically place dumpsters that are required at a specific job site and discard items from nearby projects into the dumpster.
17. **Design Elements:** It is the client's responsibility (or designer) to confirm the design and material selection. Including kitchen cabinet measurements and design.
18. **Engineer, MEP and Architect Services:** It is always recommended and often required to utilize the services of an engineer to produce mechanical, electrical, plumbing and structural plans for your project. The same applies to the services associated with an Architect. As contractors we install the systems to Michigan code. We do not design mechanical (MEP) systems or design the layout of a structure. If you decline to utilize these services you understand and agree that imbalances or abnormalities could be present within the mechanical, electrical or plumbing systems due to not allowing the proper engineer to design the system. Therefore, you agree to hold harmless Michigan General Contractors and all subcontractors involved if such imbalances or abnormalities are found because you declined to have the systems properly designed.
19. **Main Water Line:** If the main water line appears to be an original lead line, it may or may not result in water pressure issues throughout the entire structure. If water pressure issues are present after the installation of new copper, PEX piping or plumbing fixtures, you understand and agree that the original lead service line could be the cause for the water pressure.
20. **Concrete/Cement Services:** Due to the various weather patterns in Michigan new concrete may or may not have visible minor imperfections after curing. You also understand that concrete suppliers mix and prepare the concrete themselves before arriving at our project site and if the mix is inadequate it could result in defects or abnormalities within the finished concrete.

ADDITIONAL TERMS

***Notes to Customer.** Cleanliness is one of our specialties in providing good customer service. However, during demolition or drywall repairs dust may still linger due to the nature of the work performed. All Drywall or Plaster repairs are considered patches to the original surface. We will do our best to smooth out all areas to customer satisfaction, however there are no guarantees on patchwork. This Proposal is valid for 14 days after the date it was issued. If there are extra materials after completion of project they will be returned to the contractor, unless the client purchased and provided materials. As contractors we are not professional cleaners, therefore if the client's personal contents require cleaning it is the responsibility of the client. Examples of personal contents are: furniture, flooring, blinds, curtains, rugs, mirrors, bedding, etc.

Client agrees to not contact or hire the subcontractors of MICHIGAN GENERAL CONTRACTORS LLC for separate/side projects without the consent and approval of MICHIGAN GENERAL CONTRACTORS LLC. Unless included in the proposal, contractor recommends client to hire a plumber to snake and inspect drains. If client hires their own contractors/vendors to complete items within this scope of work without our consent and approval the client becomes responsible for the invoice/bills submitted by that contractor/vendor.

Contractor can terminate this agreement at any time without breaching the contract under early termination. Payments shall be due and owing MICHIGAN GENERAL CONTRACTORS LLC as set forth in this Proposal. Should MICHIGAN GENERAL CONTRACTORS LLC reasonably retain counsel for the purpose of preserving, determining, enforcing, or preventing the breach of any rights under this Proposal, including, but not limited to, instituting any action or proceeding to enforce any provision, for a declaration of any alleged breach of any obligations or for any other judicial remedy; then MICHIGAN GENERAL CONTRACTORS LLC shall be entitled, in addition to such other relief as may be granted, to be reimbursed for all costs and expenses incurred thereby, including but not limited to, all attorney fees and costs actually incurred for the services rendered to MICHIGAN GENERAL CONTRACTORS LLC. Customer shall cooperate with MICHIGAN GENERAL CONTRACTORS LLC to facilitate the completion of the work called for in the Proposal and shall insure that all work areas are in a suitable condition for the completion of the work called for in the Proposal. MICHIGAN GENERAL CONTRACTORS LLC assumes no responsibility for conditions at the work site and Client agrees to defend and hold MICHIGAN GENERAL CONTRACTORS LLC harmless from and against all claims, demands, liabilities, costs and expenses, including attorney fees arising out of any injury to person or property from the acts or omissions of Client or Client's contractors, employees, agents and representatives, excluding claims that arise from the sole negligence of MICHIGAN GENERAL CONTRACTORS LLC. By signing this agreement, the client hereby authorizes the contractor to perform the scope of work listed in this agreement. Anything not listed on this agreement is not part of this agreement.

Client Signature: _____

Date: _____

Contractor Signature: _____

Date: _____

Michigan General Contractors LLC/Member: Chris Marable