



HISTORIC DISTRICT COMMISSION APPLICATION FOR WORK APPROVAL

City of Detroit - Planning & Development Department
2 Woodward Avenue, Suite 808
Detroit, Michigan 48226

APPLICATION ID
HDC2024-00572

PROPERTY INFORMATION

ADDRESS(ES): 899 Edison St
HISTORIC DISTRICT: Boston-Edison

SCOPE OF WORK: (Check ALL that apply)

- | | | | | | |
|--|--|---------------------------------------|--|---|--------------------------------|
| <input checked="" type="checkbox"/> Windows/ Doors | <input type="checkbox"/> Walls/ Siding | <input type="checkbox"/> Painting | <input type="checkbox"/> Roof/Gutters/ Chimney | <input type="checkbox"/> Porch/Deck/Balcony | <input type="checkbox"/> Other |
| <input type="checkbox"/> Demolition | <input type="checkbox"/> Signage | <input type="checkbox"/> New Building | <input type="checkbox"/> Addition | <input type="checkbox"/> Site Improvements (landscape, trees, fences, patios, etc.) | |

<p>BRIEF PROJECT DESCRIPTION: Replace 2 windows on Box-Out that sits between 1st & 2nd floor. Replace rotted band board trim on same elevation with like material and paint to match existing color.</p>

APPLICANT IDENTIFICATION

TYPE OF APPLICANT: Contractor			
NAME: John McCarter		COMPANY NAME: John McCarter Construction	
ADDRESS: 475 Washington St		CITY: South Lyon	STATE: MI ZIP: 48178
PHONE: +1 (248) 446-1750		EMAIL: chad@johnmccarterconstruction.com	

I AGREE TO AND AFFIRM THE FOLLOWING:

- I understand that the failure to upload all required documentation may result in extended review times for my project and/or a denied application.
- I understand that the review of this application by the Historic District Commission does not waive my responsibility to comply with any other applicable ordinances including obtaining appropriate permits (building, sign, etc.) or other department approvals prior to beginning the work.
- I hereby certify that the information on this application is true and correct. I certify that the proposed work is authorized by the owner of record and I have been authorized to make this application as the property owner(s) authorized agent.

<p>Signed by: <small>8EBCEB3C191470...</small></p> <hr/> <p>SIGNATURE</p>	<p>10/01/2024</p> <hr/> <p>DATE</p>
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NOTE: Based on the scope of work, additional documentation may be required. See www.detroitmi.gov/hdc for scope-specific requirements.

PROJECT DETAILS – TELL US ABOUT YOUR PROJECT


Instructions: Add project details using the text box in each section. If your details exceed the space provided, attach the details via the attachment icon for that section.

ePLANS PERMIT NUMBER: <small>(only applicable if you've already applied for permits through ePLANS)</small>	N/A
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GENERAL

<p>1. DESCRIPTION OF EXISTING CONDITION <i>Please tell us about the current appearance and conditions of the areas you want to change. You may use a few sentences or attach a separate prepared document on the right. (For example, "existing roof on my garage is covered in gray asphalt shingles in poor condition.")</i></p> <ul style="list-style-type: none"> Main issue is the box out between 1st & 2nd floor having leak issues with little to no luck repairing the area. Windows in box out are weathered and in bad shape. Band Board on same elevation is rotted and would like to be replaced. 	
<p>2. PHOTOGRAPHS <i>Help us understand your project. Please attach photographs of all areas where work is proposed.</i></p>	
<p>3. DESCRIPTION OF PROJECT <i>In this box, tell us about what you want to do at the areas described above in box #1. (For example, Install new asphalt shingle roofing at garage.)</i></p>	
<p>4. DETAILED SCOPE OF WORK <i>In this box, please describe all steps necessary to complete the work described in box #3. (For example, "remove existing shingles, replace wood deck as necessary, replace wood eaves, install roof vents, replace rotted fascia boards, paint, clean worksite.")</i></p>	
<p>5. BROCHURES/CUT SHEETS <i>Please provide information on the products or materials you are proposing to install. For example, a brochure on the brand and color of the shingles proposed.</i></p>	

ADDITIONAL DETAILS

6. WINDOWS/DOORS <i>Detailed photographs of window(s) and/or door(s) proposed for replacement showing the condition of the interior and exterior of the window(s) and/or door(s)</i>	



Lorusso Matthew
899 Edison St • Detroit, MI 48202

Tue, Jul 16 02:12 pm
by Bob Jones



Lorusso Matthew
899 Edison St • Detroit, MI 48202

Tue, Jul 16 02:12 pm
by Bob Jones



Lorusso Matthew
899 Edison St • Detroit, MI
48202

*Tue, Jul 16 02:13 pm
by Bob Jones*



Lorusso Matthew
899 Edison St • Detroit, MI
48202

*Tue, Jul 16 02:23 pm
by Bob Jones*



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Tue, Jul 16 02:23 pm
by Bob Jones



Lorusso Matthew
899 Edison St • Detroit, MI
48202

Tue, Jul 16 02:24 pm
by Bob Jones



Lorusso Matthew
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48202

Tue, Jul 16 02:24 pm
by Bob Jones



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Tue, Jul 16 02:24 pm
by Bob Jones



Lorusso Matthew
899 Edison St • Detroit, MI
48202

Tue, Jul 16 02:25 pm
by Bob Jones



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48202

Tue, Jul 16 02:25 pm
by Bob Jones



Lorusso Matthew
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48202

Tue, Jul 16 02:25 pm
by Bob Jones



Lorusso Matthew
899 Edison St • Detroit, MI
48202

Tue, Jul 16 02:32 pm
by Bob Jones



Lorusso Matthew
899 Edison St • Detroit, MI
48202

Tue, Jul 16 02:32 pm
by Bob Jones



Lorusso Mattew
899 Edison St • Detroit, MI
48202

Tue, Jul 16 02:32 pm
by Bob Jones

Scope of Work:

- **Remove and replace two windows on second floor box-out.**
- **Replace band board on same elevation.**
- **Paint band board to match existing color.**

Description of Project:

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Contract - Detailed

Phone:

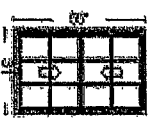
Fax:

Sales Rep Name: Smith, Troy
 Sales Rep Phone: 248-464-3184
 Sales Rep Fax:
 Sales Rep E-Mail: SmithTJ1@pella.com

Customer Information	Project/Delivery Address	Order Information
McGarner Construction 475 Washington St SOUTH LYON, MI 48178-1321 Primary Phone: (248) 446-1750 Mobile Phone: Fax Number: (248) 4461830 E-Mail: Contact Name: Great Plains #: 1000375471 Customer Number: 1002537941 Customer Account: 1000375471	LORUSSO-SV 475 Washington St Lot # SOUTH LYON, MI 48178-1321 Country: Owner Name: Owner Phone:	Quote Name: JWLS BROWNWHITE Order Number: 189 Quote Number: 18443218 Order Type: Non-Installed Sales Wall Depth: Payment Terms: Net 30 Days Tax Code: MISALESTAX Cust Delivery Date: None Quoted Date: 7/22/2024 Contracted Date: Booked Date: Customer PO #:

Line #	Location	Altitudes	Item Price	Qty	Ext'd Price
10	None Assigned		\$869.96	2	\$1,919.92

Lifestyle, Double Hung, 31 X 55, Without HGP, Brown



Viewed From Exterior

PK #
2171

1: 3155 Double Hung, Equal
 Frame Size: 31 X 55
 Unit Type: No Program
 General Information: No Package, Without Hinged Glass Panel, Clad, Pine, 5", 3 1/16", No Certification, Jambliner Color: Gray
 Exterior Color / Finish: Standard Enduraclear, Brown
 Interior Color / Finish: Prefinished White Paint Interior
 Glass: Insulated Low-E Advanced Lock, 1 Lock, White, No Limited Opening Hardware, Order Sash Lift, 1 Lift, No Integrated Sensor
 Hardware Options: Cam-Action Lock, 1 Lock, White, No Limited Opening Hardware, Order Sash Lift, 1 Lift, No Integrated Sensor
 Screen: Full Screen, Brown, InView™
 Performance Information: U-Factor 0.30, SHGC 0.27, VLT 0.50, CPD PEL-N-35-00515-00001, Performance Class LG, Pg 40, Calculated Positive DP
 Rating 40, Calculated Negative DP Rating 40, STC 27, OITC 23, Clear Opening Width 27.812, Clear Opening Height 24.25, Clear Opening Area
 4.683618, Egress Does not meet typical United States egress, but may comply with local code requirements
 Grille: G96, No Custom Grills, 3/4" Contour, Traditional (3W2H / 3W2H), White, Brown
 Wrapping Information: Foldout Fins, Factory Applied, No Exterior Trim, 6 9/16", 7 7/8", Standard Four Sided Jamb Extension, Factory Applied, Pella
 Recommended Clearance, Perimeter Length = 172".

Rough Opening: 31 - 3/4" X 55 - 3/4"

Customer: McCarter Construction

Project Name: LORUSSO-SV

Order Number: 189

Quote Number: 18443218

Project Checklist has been reviewed

Customer Name (Please print)

Pella Sales Rep Name

(Please print)

Customer Signature

Pella Sales Rep Signature

Date

Date

Credit Card Approval Signature

Order Totals

Taxable Subtotal	\$1,919.92
Sales Tax @ 6%	\$115.20
Non-taxable Subtotal	\$0.00
Total	\$2,035.12
Deposit Received	
Amount Due	\$2,035.12

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

Printed on 7/22/2024

Contract - Detailed

John McCarter Construction Project Proposal



Matthew Lorusso
899 Edison St Detroit, MI 48202

Steve Vasher Project Consultant
248-219-8780

stevev@johnmccarterconstruction.com

This Proposal includes all attached pages. Please review carefully.

This Proposal becomes a contract upon your approval. 475 Washington,
South Lyon (248) 446-1750

2255 Star Court, Rochester Hills (586) 250-2533

JohnMcCarterConstruction.com



ML

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JOHN MCCARTER CONSTRUCTION

Limited Warranty – Residential Remodeling Projects

1. **Term.** The term of the coverage of this Limited Warranty begins upon Substantial Completion of the Work as specified in the Contract between McCarter Construction Company, LLC ("Contractor") and Owner. This date is referred to in this Limited Warranty as the "Warranty Commencement Date."
2. **Coverage.** Except as otherwise stated in this Limited Warranty, Contractor warrants that for one hundred thirty-two (132) months (11 years) after the Warranty Commencement Date ("Warranty Period") the Work shall be free from material defects in labor or material arising from the Work. Payment in full to Contractor from Owner pursuant to the Contract is a condition precedent to Contractor's obligation to perform warranty work under this Limited Warranty. Owner's delay in payment to Contractor shall not extend the Warranty Period.
3. **Manufacturers' Warranties.** Contractor will assign and pass through to Owner the manufacturers' warranties, if any, on all appliances, equipment and material that are provided as part of the Work. These warranties may be shorter or longer in duration than the Warranty Period. The following are examples of such appliances, equipment, and material although not every project necessarily includes these items and some projects may include appliances, equipment or material not in this list: refrigerator, range, furnace, dishwasher, microwave, garbage disposal, ventilating fan, whirlpool, and air conditioner. If a defect occurs in an item covered by a manufacturer's warranty, Owner shall follow the claims procedure outlined below in Paragraph 5 and, although Contractor is not warranting any aspect of these items, Contractor's obligation is limited to working on the Owner's behalf to cause the warranty to be honored by the applicable manufacturer at no expense to the Contractor and to coordinate the work to be done.
4. **EXCLUSION FROM COVERAGE.** CONTRACTOR DOES NOT ASSUME RESPONSIBILITY FOR ANY OF THE FOLLOWING, ALL OF WHICH ARE EXCLUDED FROM THE COVERAGE OF THIS LIMITED WARRANTY:
- (a) Appliances and pieces of equipment which are covered by a manufacturer's warranty including any items that are "consumer products" as defined in the Magnuson-Moss Act excluding Contractor's installation which remains Contractor's responsibility.
 - (b) Damage due to ordinary wear and tear, abusive use, or lack of proper maintenance of the Work or the Property by Owner.
 - (c) Defects that are within the tolerances of industry standards, or that are the result of characteristics common to the materials used and which do not materially impair the intended function, such as (but not limited to) warping and deflection of wood; minor cracks due to drying and curing of wood, concrete, stucco, plaster, bricks, and masonry; minor cracks in tile grout or minor heaving of tile; minor settlement of the home or other structure or the ground under or around the home or other structure and any defects which arise from such settlement.
 - (d) Plumbing pipes that become clogged later than two (2) weeks after the Warranty Commencement Date.
 - (e) Damage or destruction of any tree, shrub or plant growth which is native to the Property and which remains after completion of the Work.
 - (f) Defects in items installed by, or work done by, Owner or by anyone else other than Contractor or its agents, employees, subcontractors and suppliers pursuant to Contractor's direction.
 - (g) Loss or injury due to the natural elements or other casualty not the result of Contractor's negligence.
 - (h) Conditions arising from condensation on, or expansion or contraction of materials including, but not limited to, that caused by change of temperature and humidity.
 - (i) Consequential, liquidated, and incidental damages, without limitation.
 - (j) Any personal injury or property damage arising from the presence of mold or any other similar toxic material not readily visible to persons untrained in the detection of hazardous material or not resulting from Contractor's gross negligence.
 - (k) Any defects due to damage caused by insects, pests, rodents or animals and their control or elimination.
 - (l) Normal shrinkage of materials caused by the "drying out" of the Work after construction.
 - (m) Defects or damage caused by municipal services or other utilities.
 - (n) Defects or damage arising from any act or omission of the Owner including, but not limited to, the Owner's tenants, licensees, guests, or invitees.
 - (o) Defects or damage arising from any acts, events or circumstances not within Contractor's reasonable control including, but not limited to, those of civil authorities, military authorities, act of war, terrorism, riot, insurrection, pandemic, disease, or civil commotion.
 - (p) Defects or damages from roof skylights, roof windows and other roof penetrations resulting from the accumulation or build-up of snow and ice, e.g. ice-damming.
 - (q) Hidden or concealed defects in materials or similar items incorporated into the Work that are not apparent at the time of incorporation into the Work and which could not reasonably be detected by reasonable visual inspection; such defects are the responsibility of the manufacturer, or other person or entity that supplied the item or material.
 - (r) Cracks, flaking, cupping, peeling, warpage, and deterioration of grout due to expansion and contraction during extreme change of temperature and humidity.
 - (s) Discoloration of materials due to exposure to sun and weather conditions.
 - (t) Changes, alterations, or additions by parties other than the Contractor, its subcontractors, suppliers, agents or employees.
 - (u) Accidental loss or damage including, but not limited to, fire, explosion, smoke, water escape, changes not reasonably foreseeable in the underground water tables, glass breakage, windstorm, hail or lightning, earthquake, flood, vandalism, theft, or other activity or Act of God not within Contractor's reasonable control.
 - (v) Loss or damage arising from the Owner's use of the Property for any purpose except a residence.
 - (w) Minor defects, including chips, scratches, dents, abrasions, smudges, etc. in tile, flooring, mirrors, walls, carpeting, marble, glass, and plumbing fixtures that are not made known to Contractor before the Owner moves into the remodeled space.
5. **Claims Procedure.** As provided in the Contract, within ten (10) days after Substantial Completion of the Work, Owner shall inspect the Work and deliver to Contractor a written list of material defects ("Punch List"). Contractor will make all reasonable efforts to repair those defects that Contractor agrees are defects within the coverage of this Limited Warranty within sixty (60) days of Substantial Completion (longer in the event of adverse weather conditions, unavailable materials or labor, or events or circumstances not within Contractor's reasonable control). If a defect appears subsequent to the date of delivery of the Punch List to Contractor that Owner believes is covered by this Limited Warranty, Owner shall notify Contractor in writing of the defect; however, if delay in providing notice will cause additional damage to Owner's Property or endanger the safety of people or pets, Owner shall telephone Contractor immediately. Owner's provision of written notice to Contractor of any defect within the Warranty Period is a condition precedent of Contractor's obligation to perform warranty work covered by this Limited Warranty.

6. Repairs and Options. Except as otherwise provided in Section 7 below, defective items covered by this Limited Warranty will be repaired or replaced by Contractor at Contractor's sole option at no charge to Owner within sixty (60) days of Owner's provision of the Punch List to Contractor or the time of Contractor's scheduled post completion inspection of the Work (longer in the event of adverse weather conditions or unavailable materials or labor); however, in an emergency, Contractor will attempt to commence repairs within twenty-four (24) hours. Contractor will conduct an inspection, if requested, approximately eleven months (11) months after the Warranty Commencement Date to review the Work for the existence of defects and to address any items that Owner claims are defects. All warranty work will be done by Contractor or subcontractors chosen by Contractor. Owner shall permit Contractor and its subcontractors' access to the Property Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. If repair or replacement is not an economically feasible or practical remedy, at Contractor's sole option, Contractor may provide an economic adjustment to Owner equal to the lesser of the decrease in the fair market value of the Property caused by the defect or the cost of repairing said defect.

7. Drywall Repairs. In the case of drywall, this Limited Warranty shall extend only to repairing any nail pops or cracks after the eleven (11) month inspection. This repair, if requested, will be performed only once and the patches will be repainted using the paint originally used on the walls. Any further repainting or redecorating caused by this repair shall be Owner's sole responsibility.

8. Not Transferable/Voidable. This Limited Warranty is extended to Owner only. When the Owner sells or vacates the Property, this Limited Warranty automatically terminates. If Owner, or anyone working at Owner's direction, attempts or undertakes work of any nature on the Property prior to completion by Contractor of the Work without first obtaining the consent of Contractor's authorized representative, this Warranty shall be void as to any components of the Property that may have been affected by the unauthorized work.

9. No Other Warranties. THIS LIMITED WARRANTY IS THE ONLY WARRANTY GIVEN BY CONTRACTOR AND THERE ARE NO OTHER WARRANTIES PROVIDED TO OWNER. ALL IMPLIED OR OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND HABITABILITY ARE DISCLAIMED AND FOREVER BARRED BY THIS LIMITED WARRANTY. THE REMEDIES STATED HEREIN ARE THE OWNER'S SOLE AND EXCLUSIVE REMEDIES.

10. Defined Terms. All capitalized or other words used in this Limited Warranty shall have the same meaning as those contained in the Contract including the General Terms and Conditions.

We acknowledge Receipt of this Limited Warranty:

Matthew Lopez

Owner

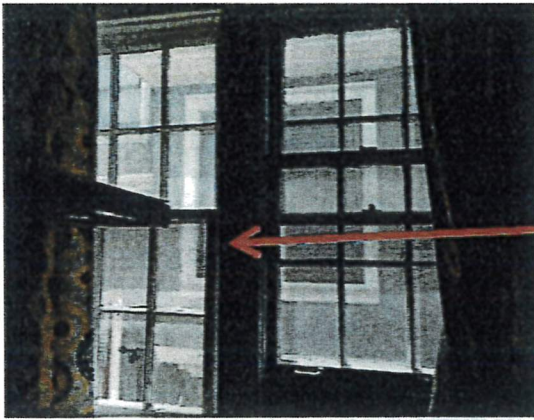
Owner

7/26/24

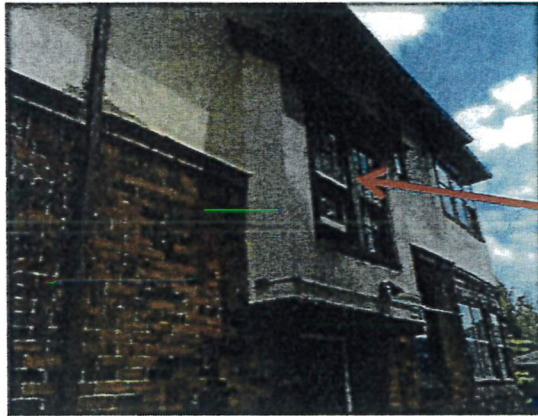
Date:

Date

WINDOW REPLACEMENT



Interior view of the two windows to be replaced.



Exterior review of the two windows to be replaced.

REPAIRS



Replace this band board. Paint to match existing color.

ML

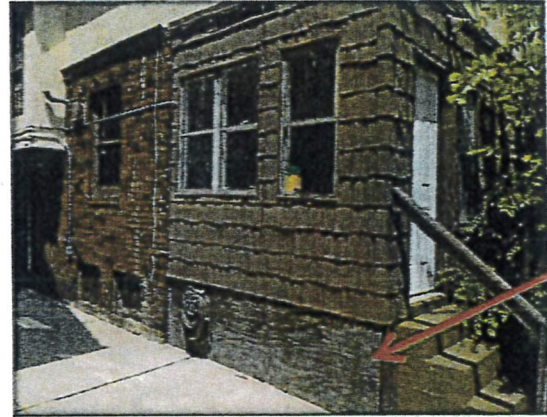


This band bord to be replaced. Paint to match existing color.

Close the hole on this vent.



Replace these windows, three on the left elevation, with glass block if Historical Commission approves. By Others



Review this portion of the home to see if the kitchen can be expanded into this area. Looks to be a typical old porch that has been enclosed.

Can a proper foundation be installed?

ML

Window Selections



Every window project includes:

- Removal & disposal of existing windows & debris
- Flashing/caulking
- Closed cell foam in jamb space
- Site cleaned daily
- Window tape flashing
- Full replacement installed to manufacturer specifications

- Trim exterior Aluminum James Hardie Other
- Wood jambs finish No paint Factory stain Prefinish Site Finish
- Casing Primed Painted Stained (Painting done on site)
- Replacement Type: Full Frame Pocket
- Extension jambs: YES/NO
- Nail fins included
- Interior color: _____
- Exterior color: _____
- Grills: YES/NO
- Interior color _____ Exterior color _____
- Alarm sensor needed: YES/NO
- Remove window treatments: YES/NO
- Replace/reset window treatments: YES/NO

_____ Fixed
2 _____ Double Hung
_____ Awning
_____ Slider
_____ Casements
_____ Doorwall
1 _____ # of Openings
2 _____ INDIVIDUAL UNIT

Initials _____

OPTION A

PARADIGM

PURE VINYL UNIT

\$ _____

Initials _____

OPTION B

PELLA LIFESTYLE

ALUMINUM EXTERIOR

WOOD INTERIOR

\$5,805

Initials MS

OPTION C

PELLA IMPERVIA

ALL FIBERGLASS UNIT

\$ _____

Initials _____

Paint Selections

Every exterior painting project includes:

- 2 coats Sherwin Williams Duration or Resilience
- Power wash (if necessary)
- Remove loose debris
- Prime bare wood

- Match caulk when possible
- Mask and tarp as necessary
- All equipment, material and labor included
- Lifetime product warranty by Sherwin Williams on · Duration or Resilience

Areas to be painted:

- | | |
|--|--|
| <input type="checkbox"/> Siding | <input type="checkbox"/> Gable Vents |
| <input type="checkbox"/> Fascia & Soffits | <input type="checkbox"/> Gutters |
| <input type="checkbox"/> Frieze Board | <input type="checkbox"/> Brick |
| <input type="checkbox"/> Band Board Replacement Only | <input type="checkbox"/> Brick sealing |
| <input type="checkbox"/> Corner Trim | <input type="checkbox"/> Deck |
| <input type="checkbox"/> Post | <input type="checkbox"/> Misc. |
| <input type="checkbox"/> Shutters | <input type="checkbox"/> All PVC trim within 8" of grade |



- | | |
|--|---|
| <p>Windows</p> <p><input type="checkbox"/> Exterior Trim</p> <p><input type="checkbox"/> Exterior Sash</p> <p><input type="checkbox"/> Interior Casing</p> <p><input type="checkbox"/> Interior Sash</p> | <p>Doors</p> <p>Slab <input type="checkbox"/> Factory <input type="checkbox"/> Field <input type="checkbox"/> None</p> <p>Jambs <input type="checkbox"/> Factory <input type="checkbox"/> Field <input type="checkbox"/> None</p> <p>Casing <input type="checkbox"/> Factory <input type="checkbox"/> Field <input type="checkbox"/> None</p> <p>Locations _____</p> <p><input type="checkbox"/> Garage Door (Overhead)</p> |
|--|---|

Colors:

- Monotone Color: Body _____
- 2 Tone Trim _____

Notes: Also see window page _____

Paint Total: \$250 _____

Initials WA

General Terms & Conditions of John McCarter Construction Contract

APPLIES TO ALL PROJECTS

1. Scope of Work and Licensing Notice. The scope of work ("Work") is limited to the items which John McCarter Construction LLC ("Contractor") specifically agrees to perform per the contract between Contractor and Owner (also referred to as the "Customer"). The contract between Contractor and Owner ("Contract") consists of the Contractor's written proposal (provided to Owner via email or otherwise in reproducible or printable form) including any documents attached, reproduced, or referenced in the Contractor's proposal once accepted by Owner by electronic, digital, or other means including email (see Section 13 below). The Contract becomes effective upon Owner's acceptance of Contractor's proposal by one of the means specified herein. Examples of documents included in the Contract may include a description of the scope of work, a selections list, a list of inclusions and exclusions, a limited warranty, and any related plans, specifications, photographs or diagrams. All contracts of whatever kind or nature between the Contractor and Owner include these General Terms and Conditions. Contractor may use subcontractors to perform any portion of the Work. **LEGAL NOTICE:** A residential builder or a residential maintenance and alteration contractor is required to be licensed under article 24 of the occupational code, 1980 PA 299, MCL 339.2401 to 339.2412. An electrician is required to be licensed under article 7 of the skilled trades regulation act, MCL 339.5701 to 339.5739. A plumbing contractor is required to be licensed under article 11 of the skilled trades regulation act, MCL 339.6101 to 339.6133. A mechanical contractor is required to be licensed under article 8 of the skilled trades regulation act, MCL 339.5801 to 339.5819. The Contractor's License No. is **2102179038**. Owner is advised to carefully review the documents making up the Contract.
2. Workmanship; Design; Construction Means and Methods; Allowances. Contractor shall perform the Work in a good and workmanlike manner, but is not responsible for (a) defects in material or (b) design defects or errors except where the Work includes items designed solely by Contractor or its design professional and not others. If the Contract includes allowances (amounts specifically designated so in the Contract that may increase or decrease the amount Owner agreed in the Contract to pay Contractor for its work ("Contract Sum") based on the actual cost of the item e.g. lighting or plumbing fixtures), the amount of any such allowance shall include labor and material unless otherwise clearly specified in writing. Notwithstanding the terms of Contractor's limited warranty, in the event of defective labor or workmanship caused by Contractor, Contractor shall have the option in its sole discretion to repair or replace the Work or to pay to Owner an amount equal to the loss in property value or the cost to correct arising from the defect. Except in the event of a claim covered by Contractor's insurance, no other amounts shall be due to Owner from Contractor regardless of the cause, damage, or injury. Regardless whether the claim is insured, Owner waives all claims against Contractor for incidental, consequential, or indirect damages, without limitation. Owner has the right to inspect material or equipment prior to installation, however, once the material or equipment is installed, the Owner is deemed to have accepted the product "as is" as long as the installation is properly completed.
3. Time; Excuse of Performance; Special Orders. Contractor shall begin the Work at a time consistent with Contractor's schedule, but is not required to do so before all permits are obtained and Owner has fulfilled all conditions for starting the Work. Contractor will diligently perform its Work provided Owner has complied with the Contract and subject to any excuse for performance. Contractor is not responsible for delays or increased expenses arising from circumstances not within its reasonable control, for example, Acts of God such as inclement weather or natural disasters, fire, theft, windstorms, labor shortages or strikes, custom order delays, disasters, vandalism, terrorism, downturns in the regional or national economy, pandemics or similar health crises, orders of governmental authorities, Owner's actions or delays, actions or misfeasance of other contractors or consultants of Owner, or similar causes or events not within the reasonable control of Contractor. The risk of loss and any increased cost arising from any of the foregoing items shall be borne solely by Owner. Once ordered, special order materials cannot be returned for a refund and any cost incurred is Owner's sole responsibility.
4. Payment; Late Charge, Interest, and Costs of Collection. Upon receipt of Contractor's invoice, Owner shall pay Contractor the sum required by the agreed schedule in the Contract or as otherwise provided therein. Final payment of all amounts due to Contractor shall be made by Owner upon completion of the Work. Except as otherwise provided below, in the event that Owner fails to pay any amount within fifteen (15) days of the date it is due, Owner shall pay to Contractor a LATE PAYMENT CHARGE equal to one (1%) percent per month on the unpaid balance which the parties agree is reasonable or the highest amount permitted by law, whichever is less. If the balance remains past due for thirty (30) days or more, then Owner shall also pay to Contractor any collection or related costs incurred by Contractor including attorneys' fees and expenses, without limitation. Contractor retains all other rights under Michigan or other applicable law. The foregoing late payment charge and collection expenses are not applicable to amounts determined not to have been due pursuant to Section 10 below. Timely payment by Owner is a condition precedent to Contractor's warranty and other obligations under this Contract including, but not limited to, any duty to continue work or to repair, replace or compensate Owner for defective work. The above remedies are in addition to any other remedies provided by applicable law. Credit card payments are accepted up to \$5,000.00 total per Project. Other options may be available upon request. Contractor reserves the right to charge an additional fee for payment by credit card equal to the cost to Contractor of payment by credit card.
5. Change Orders/Addendums. Michigan law requires all contract changes including change orders to be in writing. Contractor is not obligated to make any change requested by Owner unless the parties have agreed in writing upon a written change order. To compensate Contractor for its added time, expenses, and resources relating to a change order including, but not limited to, investigation and administration, the Contract Sum shall be equitably adjusted to compensate Contractor for the additional work including costs incurred, general conditions, overhead, administration, and profit as determined by Contractor. If Owner requests a change orally and Contractor performs the work without a change order, Owner is still obligated to pay to Contractor any costs incurred by Contractor plus Contractor's profit, overhead, administration, and general conditions to equitably compensate Contractor for its services. All change orders shall be paid by Owner prior to ordering material and commencement of work per the change order. Customer consents to approval of change orders by email.
6. Owner's Duties; No Withholding of Payment; Hazardous Materials. Owner shall timely provide to Contractor all documents and information required for Contractor to expeditiously, safely and economically perform its Work including, but not limited to, the following: material and other selections or decisions, soil conditions, physical conditions of the property or any structure, or any site or other conditions that could be harmful or dangerous. Owner shall cooperate fully with Contractor as to all aspects of Project and take full responsibility for the following: (a) providing to Contractor unrestricted access to the site, full site and other required information and timely payment; (b) clearing and preparing any work area; (c) noninterference with Work; and (d) provision of utilities required for the Work such as electricity, gas, or water. Owner warrants and represents that it is the owner of the property on which the improvements are to be made or that it is the lessee or land contract vendee of the property acting with the Owner's written consent and that its representative is authorized to act on behalf of Owner. All references to the Owner shall also refer to the lessee or land contract vendee, if applicable. Owner shall not withhold payment to Contractor for any reason without Contractor's prior written consent as long as Contractor is not in material default of its obligations to perform Work, and in such event, shall only withhold the amount actually in dispute as reasonably determined by Contractor. If pursuant to Section 10 below, it is determined that Owner wrongfully withheld amounts due to Contractor, Owner shall pay all amounts due under Section 4 above of these General Terms and Conditions ("GT&C"). Owner is also responsible for performance and payment of the cost of testing, investigation, or remediation relating to any hazardous or toxic materials on site, including, by way of example, toxic materials, mold, asbestos, and other toxic substances, and Owner indemnifies and holds harmless Contractor relating to any property damage or personal injury resulting from the presence of said materials, including attorney's fees and expenses. When required by Federal law relating

to lead paint, Contractor provides the required lead pamphlet and Pre-Renovation Notification. Owner is responsible for additional costs arising from existing building code violations or other Owner violations of applicable law.

7. Decorating Decisions; Insulation; Changed Dimensions. Owner is solely responsible for all color and decorating decisions and Contractor shall have no liability or responsibility for these decisions. Contractor is responsible for properly applying and/or installing or applying such colors or items as described in the Contract. If paint, siding, roofing, wallpaper, window coverings, floor coverings, etc. have been properly installed by Contractor and Owner wishes to later change such an item, additional charges will apply as determined by Contractor. The parties to the Contract acknowledge that Contractor cannot guarantee uniform coloration, grain patterns or grain texture of natural wood products. Contractor complies with applicable law relating to home insulation, if involved as part of the Work. Owner acknowledges that minor variations in the interior or exterior dimensions of any rooms or other spaces added or changed pursuant to the Contract may occur, including variations from the plans and specifications, if any, and/or in any documents or other materials provided by Contractor. These minor variations shall not affect Contractor's obligations under the Contract and are not a breach of the Contract. Owner accepts that its failure to timely make decisions will cause damage to Contractor and is grounds for Contractor's suspension or termination of the Contract.

8. Hidden Conditions. Contractor is not liable for or responsible to undertake any additional work that becomes necessary due to concealed or hidden site or other conditions of any kind or nature, without limitation. Concealed or hidden conditions are defined as any situation in which Contractor could not reasonably determine the extent of the work by a general visual inspection of the site or structure(s) that does not involve uncovering, testing, or the incurring of cost prior to Contractor's submission of its proposal to Owner.

9. Insurance/Risk of Loss. Contractor shall maintain worker's compensation insurance pursuant to law and commercial general liability insurance appropriate for the project. Owner shall obtain and/or continue in effect at Owner's sole cost, property insurance covering improvements to Owner's home also known as "All Risk" insurance for not less than the value of the home plus the Contract Sum. If Owner fails to do so, Contractor may obtain this insurance and charge Owner for the cost. Either party may require that the other provide proof of insurance upon request.

10. Claims and Disputes; Waiver of Certain Damages. In the event of any claim, dispute or controversy between the parties arising from the Contract, its breach or relating to any proceeding before the State of Michigan or any of its divisions or departments, the parties shall first attempt to resolve the matter by nonbinding mediation (facilitated settlement negotiation) and in such event each party shall be equally responsible for the expense of the neutral mediator. If mediation is unsuccessful or is not completed within thirty (30) days of written notice to the other party of a claim or dispute, the claim or dispute shall be resolved by binding arbitration. These dispute resolution procedures shall be conducted in accordance with the current Construction Industry Dispute Resolution Rules of the American Arbitration Association and the arbitrator(s) shall have the power to award legal and equitable remedies. Judgment upon the award may be entered in any court having jurisdiction thereof. Nothing herein shall prevent or delay Contractor from perfecting or otherwise enforcing its lien rights in accordance with Michigan law in an appropriate court. In the event of any dispute between Owner and Contractor, the Contractor including its subcontractors, suppliers, agents or designees shall be entitled to inspect, photograph and test the site and Work as needed upon 24 hours prior notice to Owner at Contractor's sole cost. Owner's failure to permit Contractor to do so voids Contractor's obligations and liability under the Contract including any warranty but does not release Owner of its obligations under the Contract including payment. Unless otherwise prohibited by applicable law or the Contract, claims filed by either party against the other more than one (1) year after the earlier of completion of the Work, final payment, or termination of the Contract are forever barred.

11. Disclaimer; Limitations on Remedies and Claims.

CONTRACTOR'S LIMITED WARRANTY, IF PROVIDED, IS THE ONLY WARRANTY GIVEN BY CONTRACTOR AND THERE ARE NO OTHER WARRANTIES PROVIDED TO OWNER. ALL IMPLIED OR OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND HABITABILITY ARE DISCLAIMED AND FOREVER BARRED BY ANY SUCH LIMITED WARRANTY. THE REMEDIES STATED IN THESE GENERAL TERMS AND CONDITIONS ARE THE OWNER'S SOLE AND EXCLUSIVE REMEDIES.

12. Termination/Suspension; Third Parties. Contractor may suspend or terminate performance in the event of nonpayment by Owner or other material breach of the Contract by Owner effective upon delivery of written notice to the Owner. In the event of termination by Contractor or in the event of Owner's wrongful termination, Owner shall pay to Contractor all amounts required by the Contract or applicable law including, but not limited to, the cost of all unreimbursed labor and material including any material that cannot be returned for a refund, and any overhead, administration costs, and profit due to Contractor, i.e. not less than 30% of the Contract Sum. Owner is prohibited from engaging any third party to perform some or all of the Work covered by this Contract, unless first agreed upon in writing by Contractor, and any such action by Owner is a breach of this Contract, is grounds for Contractor to terminate this Contract, and voids all obligations of Contractor under this Contract. Contractor may terminate the Contract for cause and the parties shall have such rights and remedies as are available under Michigan law. Also, Contractor may terminate the Contract for its convenience and without cause at any time effective upon delivery of written notice to Owner by Contractor. In the event of termination for convenience and without cause, Contractor shall return to Owner any amounts paid by Owner in excess of costs actually incurred by Contractor regarding the Work and Contractor shall have no further liability to Owner. If Owner owes money to Contractor for actual costs relating to the Work incurred by Contractor plus overhead and profit prior to termination for convenience, at Contractor's option, Owner shall pay any such amounts to Contractor upon Contractor's written request to Owner.

13. Miscellaneous. The Contract and all of its terms and provisions are binding upon the heirs, representatives, successors and assigns of the parties and may only be modified or assigned by mutual written agreement of the parties. Contractor has the right to place and control any signage or advertising relating to its Work or this project during construction. In the event any or a portion of the provisions of the Contract shall be held invalid, illegal or otherwise unenforceable by a Court, the remaining provisions of the Contract shall remain in full force and effect as if the invalid provision were not in existence. The headings of the several articles and subdivisions of the Contract are inserted solely for the convenience of reference and shall have no further meaning, force or effect. No third party shall be a beneficiary of any provision of the Contract. For purposes of the Contract, the Contract may be signed or consented to in writing per Sections 1 or 14 below in counterparts and a copy shall have the same effect as an original. Contractor's failure to require strict performance of one or more terms of the Contract shall not be a waiver by Contractor of its right to enforce strict performance of the terms of the Contract in the future. The Contract is the only agreement between the parties and supersedes any oral or written communications, promises, agreements or representations made prior to the effective date of the Contract. The Contract may be executed or approved electronically in one or more counterparts, each of which will be deemed an original Contract, but all of which will be considered one instrument and will become a binding agreement when one or more counterparts have been signed or approved in writing by each of the parties and delivered to the other subject to Section 14 which allows for electronic signature.

14. **ELECTRONIC SIGNATURE. THIS AGREEMENT MAY BE SIGNED OR ACCEPTED ELECTRONICALLY, MEANING THAT, BY CLICKING "ACCEPT" OR OTHERWISE CONVEYING OWNER'S ACCEPTANCE OR COMPLIANCE WITH THE CONTRACT THROUGH ELECTRONIC MEANS INCLUDING, BUT NOT LIMITED TO, EMAIL, OWNER'S ELECTRONIC SIGNATURE WILL BE DEEMED VALID AND BINDING. THE OWNER MAY OPT OUT OF PROVIDING HIS OR HER CONSENT TO THE CONTRACT BY ELECTRONIC MEANS IF DONE BEFORE ACCEPTANCE OF THE CONTRACT. IF OWNER CONTESTS THE VALIDITY OF THE CONTRACT BASED ON THE**

MEANS OF ELECTRONIC OR OTHER FORM OF EXECUTION OR ACCEPTANCE BY THE PARTIES AND THE CONTRACT IS HELD BY A COURT OR ARBITRATOR TO BE VALID, THE OWNER SHALL PAY CONTRACTOR'S ATTORNEYS' FEES AND EXPENSES ARISING FROM THE OWNER'S CONTEST OF THE CONTRACT'S VALIDITY.

(End of General Terms and Conditions – John McCarter Construction LLC)

Not included:

- Additional OSB \$94.00/sheet (includes Labor & Material)
- Additional or Estimated Labor at \$110.00 per labor man hour

Matthew L. Ross
Owner

Owner

7/26/24
Date:

Date

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of your approval of this transaction. See the attached notice of cancellation form for an explanation.

JMC License #2102179038

Preconstruction Checklist

_____ Hours of Work: Typically 7:00 am - 6 pm Mon -Fri, unless other arrangements are made.
 Saturday OK to work Saturday NOT OK to work Call in advance

_____ Parking: Please designate areas for parking and let us know if there are any specific concerns or neighborhood requirements.

_____ Colors: Placement of the project on the production schedule will be finalized once all color selections have been made.

_____ Material and Equipment Storage: Equipment trailers and/or ladders will be left on site and we will/may set up a mobile dumpster on your site. An area should be selected for material deliveries and dumpster. Material may be delivered prior to start. Location: _____

_____ A portable toilet will/may be placed on site for projects over 5 days. Location: _____

_____ Preparing for your job: Please remove items that may be affected by work. John McCarter Construction is not responsible for damage to such items.
Interior - wall hangings, knick-knacks, items on shelves, etc.
Exterior - valuable pots, garden statues, deck furnishings, landscape/exterior lights, etc.

_____ Lights: WILL / WILL NOT be removed and re-installed at work areas. (circle)
New lights will be installed if they are on site before the completion of the job for standard installs.

_____ Landscaping: During the normal course of construction, some damage to patios, landscape lights, plantings and sod may be beyond the control of the contractor. John McCarter Construction LLC ("JMC") is not responsible for this damage but will make every effort to avoid or minimize such damage. Trees and shrubs should be trimmed to avoid contact with exterior walls. This allows proper access for work and will extend the life of your paint, siding and roofing. Landscape lighting to be marked out and confirmed to be functioning with homeowner prior to project start.

_____ Weather Conditions: We will continue to install all products while the weather conditions still meet the specifications of the manufacturers. A notification will be emailed out the morning of an inclement weather day. We reserve the right to call off a work day for the safety of our work crews.

_____ Existing damage: JMC is not responsible for damage done to faulty/rotten siding, trim or other existing materials or other conditions during installation of new materials. Rot or damage uncovered during construction will be repaired at contracted rates or, if extensive, a separate estimate for repairs will be provided. Some damage may occur when roof surfaces are walked upon. We take care to minimize damage, if any, but will not assume liability for damage that may occur to roof or roof covering. We are not responsible for nail pops on interior drywall.

_____ Permits/Approvals: Application for permit, if required, will be made promptly upon contract approval. Charges may incur for additional labor, drawings, etc. if required by the building department, historical district, neighborhood association, etc. Homeowner is responsible for the cost of the permit, unless otherwise stated on the Investment Page of this contract.

_____ Additional Work: All additional work is to be authorized by the homeowner. Failure to approve additional work in a timely manner may result in work stoppage and/or scheduling delays.

_____ Scheduling delays caused by homeowner during construction may incur additional charges

- _____ Local ordinances may require additional soffit venting; not included.
- _____ Mechanicals: JMC is not responsible for damage done due to improperly installed or hidden mechanicals.
- _____ Deliveries: Customer gives permission to use driveway.
- _____ Yard signs: A sign will be placed in your yard. This gives your neighbors a number should they have any concerns regarding our activity in the neighborhood. It also serves as a marker for material deliveries.
- _____ Clean up: Your jobsite will be left in a "broom clean" condition at the end of each day. Please call for spring clean-up from winter work due to debris hidden by snow.
- _____ Conduct: Employees are instructed not to smoke at the jobsite. Moonlighting by employees is against company policy and is prohibited.
- _____ Extras: Extras are to be paid at the time of order.
- _____ Access: A key may be kept in a lockbox on the door through which everyone will enter and exit. The key will not leave the job site.
- _____ ****Survey****: Your satisfaction is important to us. We will ask you to complete a survey at the end of your job to let us know how we did on your project.
- _____ ****Final walk-through****: At job completion you will be required to do a final walk-through with the crew chief. Final payment is due at time of walk through according to your work order. If not available for walk through, payment schedule remains the same and a better meeting time for you will be scheduled and a Certificate of Completion will be signed at that time.
- _____ Questions/Concerns: If you have any issues about your job we are here to help.
For billing questions contact Hannah Way (248) 446-1750
For production questions contact Thomas McCarter (248) 446-1750
For service questions contact Niki Fritzsch (248) 446-1750

Customer Signature: Matthew L. De...

Customer Signature: _____

Color Selection Summary

SIDING: STYLE- _____ SIZE- _____
COLOR- _____ CEDARMILL / SMOOTH

TRIM: SIZE/COLOR (WINDOWS&DOORS)- _____
SIZE/COLOR (CORNERS)- _____ ROUGH SAWN / SMOOTH

SHUTTER COLOR: _____

SOFFIT: TRU-VENT / HARDIE COLOR- _____

FASCIA: ALUMINUM / HARDIE COLOR- _____

FRIEZE: _____

GUTTERS: (CIRCLE) 5" / 6" --- K-STYLE / HALF ROUND --- RX / LEAFGUARD
COLOR- _____ DOWNSPOUT SIZE- _____

ROOFING: STYLE- _____ SHINGLE COLOR- _____
DRIP EDGE COLOR: _____

STANDARD WARRANTY SILVER WARRANTY GOLD WARRANTY

WINDOWS: UNITS- Double Hung Lifestyle _____ BRAND- Pella _____ CASING- White _____
EXTERIOR COLOR- Brown _____ INTERIOR COLOR- White _____

DOORS: UNITS- _____ CASING- _____
EXTERIOR COLOR- _____ INTERIOR COLOR- _____

PAINT: **PER SELECTION SHEET** / NOT INCLUDED

STONE: TYPE- _____ LOCATION- _____

SERVICE: ESTIMATED HOURS- _____ / **NONE AT THIS TIME**

Initials ML

Contract - Detailed



Sales Rep Name: Smith, Troy
 Sales Rep Phone: 248-464-3184
 Sales Rep Fax:
 Sales Rep E-Mail: SmithTJ1@pella.com

Fax:

Phone:

Customer Information	Project/Delivery Address	Order Information
McCarter Construction 475 Washington St SOUTH LYON, MI 48178-1321 Primary Phone: (248) 446-1750 Mobile Phone: Fax Number: (248) 4461830 E-Mail: Contact Name: Great Plains #: 1000375471 Customer Number: 1002537941 Customer Account: 1000375471	LORUSSO-SV 475 Washington St Lot # SOUTH LYON, MI 48178-1321 County: Owner Name: Owner Phone:	Quote Name: JW L5 BROWN/WHITE Order Number: 189 Quote Number: 18443218 Order Type: Non-Installed Sales Wall Depth: Payment Terms: Net 30 Days Tax Code: MISALESTAX Cust Delivery Date: None Quoted Date: 7/22/2024 Booked Date: Customer PO #:

Line #	Location	Attributes
10	None Assigned	

Lifestyle, Double Hung, 31 X 55, Without HGP, Brown



Viewed From Exterior

1: 3155 Double Hung, Equal
 Frame Size: 31 X 55
 Unit Type: No Program
 General Information: No Package, Without Hinged Glass Panel, Clad, Pine, 5", 3 11/16", No Certification, Jambliner Color: Gray
 Exterior Color / Finish: Standard Extruded, Brown
 Interior Color / Finish: Prefinished White Paint Interior
 Glass: Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
 Hardware Options: Cam-Action Lock, 1 Lock, White, No Limited Opening Hardware, Order Sash Lift, 1 Lift, No Integrated Sensor
 Screen: Full Screen, Brown, In View™
 Performance Information: U-Factor 0.30, SHGC 0.27, VLT 0.50, CPD PEL-N-35-00515-00001, Performance Class LC, PG 40, Calculated Positive DP Rating 40, Calculated Negative DP Rating 40, STC 27, OITC 23, Clear Opening Width 27.812, Clear Opening Height 24.25, Clear Opening Area 4.683618, Egress Does not meet typical United States egress, but may comply with local code requirements
 Grille: GBC, No Custom Grille, 3/4" Contour, Traditional (3W2H / 3W2H), White, Brown
 Wrapping Information: Foldout Fins, Factory Applied, No Exterior Trim, 6 9/16", 7 7/8", Standard Four Sided Jamb Extension, Factory Applied, Pella Recommended Clearance, Perimeter Length = 172"

Item Price	Qty	Ext'd Price
\$959.96	2	\$1,919.92

Rough Opening: 31 - 3/4" X 55 - 3/4"

Order Number: 189

Quote Number: 18443218

Project Name: LORUSSO-SV

Customer: McCarter Construction

Project Checklist has been reviewed

Customer Name (Please print) _____
 Pella Sales Rep Name (Please print) _____

Customer Signature _____
 Pella Sales Rep Signature _____

Date _____
 Date _____

Credit Card Approval Signature _____

Order Totals	
Taxable Subtotal	\$1,919.92
Sales Tax @ 6%	\$115.20
Non-taxable Subtotal	\$0.00
Total	\$2,035.12
Deposit Received	
Amount Due	\$2,035.12

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com