

**BRIDGEWATER TOWNSHIP BOARD OF TRUSTEES  
SPECIAL MEETING  
MONDAY, AUGUST 28, 2023, 7:00 P.M.  
BRIDGEWATER TOWNSHIP HALL  
10990 CLINTON RD, MANCHESTER, MI 48158**

**AGENDA**

- I. CALL TO ORDER / ESTABLISH QUORUM / PLEDGE ALLEGIANCE
- II. REVIEW AND APPROVE AGENDA
- III. CITIZEN PARTICIPATION
- IV. VILLAGE OF MANCHESTER LETTER OF SUPPORT
- V. CLOSED SESSION
  - A. Clinton Assembly of God
- VI. CITIZEN PARTICIPATION
- VII. ADJOURNMENT

## Senior facility

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From: Patricia Vaillencourt (pvaillencourt@comcast.net)

To: rmlkey@twp-manchester.org; ul101@yahoo.com; supervisor@sharontwp.org;  
bridgewaterwpsupervisor@yahoo.com

Cc: msessions@vil-manchester.org; prochar804@gmail.com

Date: Tuesday, August 22, 2023 at 06:37 PM EDT

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Good evening,

Like for so many, recovering from the COVID impact has been a challenge. Over the last 5 months the Manchester Area Senior Citizens Council (MASCC) has made great progress thanks to the support of our community leaders and citizens. We settled into our Senior Activity Center and began offering a variety of activities and programs. We came to an agreement with Chelsea WAVE that will allow us to reinstate and expand bus transportation services, and we established a relationship with Washtenaw County to stabilize our meals program. Our membership has grown from less than 100 to over 250.

With the pending sale of the Caife Aspire building (former Ackerson school), our Manchester Area Senior Citizens are in jeopardy of becoming "homeless" AGAIN.

We very recently became aware of a possible grant that covers building renovation, programming, and staffing. At their meeting on Monday, August 21, 2023, the Manchester Village Council adopted a resolution in support of applying for funding through the Michigan Community Center and Neighborhood Initiative Grant Program for the build out of a senior citizen activity room and staffing.

The facility would be located in the building attached to the rear of the Hall that is currently being used for DPW cold storage. The grant request will include installing handicap exterior access, HVAC, a commercial grade kitchen, handicap restroom, an office, furnishings for meals and activities and hiring a part time director.

Community Input and Partnership is an important element of qualifying for the funds. We would greatly appreciate a letter of support from you that confirms your support. Following is an example:

"Manchester Community is small rural community with limited resources. MASCC provides transportation, meals, social activities, critical health and safety services to seniors in our four townships and the village. Without the stability of a facility for the MASCC organization, the Manchester Community is in danger of not having access to these services.

The Township of \_\_\_\_\_ is a partner with MASCC and fully supports the Village of Manchester's efforts to obtain the Michigan Community Center and Neighborhood Initiative Grant to provide a facility to sustain and expand services to our area seniors."

Unfortunately, the grant is due by the end of August. So, timing of receiving your support is very rushed. We do apologize.

If you have any questions or concerns, please don't hesitate to contact me via this email or my cell 734.385.6319.

Thank you,  
Pat

# BRIDGEWATER TOWNSHIP

10990 Clinton Rd, Manchester, MI 48158

(517) 456-7728

[www.twp-bridgewater.org](http://www.twp-bridgewater.org)

Laurie Fromhart, Supervisor  
Michelle McQueer, Clerk  
Amy Ahrens, Treasurer

David Faust, Trustee  
Geoffrey Oliver, Trustee

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August 28, 2023

Re: Village of Manchester - Michigan Community Center and Neighborhood Initiative Grant Program

To Whom It May Concern:

The Manchester Community is small rural community with limited resources. The Manchester Area Senior Citizens Council (MASCC) provides transportation, meals, social activities, critical health, and safety services to seniors in our four townships and the village. Without the stability of a facility for the MASCC organization, the Manchester Community is in danger of not having access to these services.

The Township of Bridgewater is a partner with Manchester Area Senior Citizens Council and fully supports the Village of Manchester's efforts to obtain the Michigan Community Center and Neighborhood Initiative Grant to provide a facility to sustain and expand services to our area seniors.

We respectfully request that you support and approve their grant application for these much-needed services in our community.

Sincerely,

Laurie Fromhart  
Bridgewater Township Supervisor

**Treetown Foundation & Masonry**

3510 Dixboro Lane Ann Arbor MI 48105

(734) 260-5762

[treetownfoundation@gmail.com](mailto:treetownfoundation@gmail.com)

Builders license #242200732

**13000 Clinton Road Foundation Inspection**

**East wall**

There is one horizontal crack running the length of the wall at the 9th course of the block. The north east corner (well room) also has a vertical crack and shifting in the corner as well as water intrusion. The well room wall has visible moisture. There are signs of moisture at the midpoint of the wall and 16 feet of the south east corner. Efflorescence is visible at the midpoint and south east corner. The east wall is  $\frac{1}{4}$  inch out of plumb

**South wall**

There is small horizontal crack running the length of the wall at the 9th course of block. There are no visible signs of water intrusion. The south wall is plumb.

**West wall**

There are signs of water intrusion in the south east corner and a stair step crack at the first window. There is staining and efflorescence on the south east corner. I am unable to see the wall in the kitchen and the two bathrooms. The boiler room has a vertical crack 4 feet from the north east corner of the room and also has water intrusion. There is visible staining of the wall from water coming through the vertical crack. The west wall is within  $\frac{1}{4}$  of plumb.

**North wall**

There is no access to inspect the west wall. There are no visible signs of water intrusion (ie stained carpet).

**Exterior of building**

There are no signs of major shifting such as cracked mortar joints in the brick work. The downspouts are discharged away from the building. There are two porch stoops (one on the east wall and one on the west wall) that are in need of repair. The porch stoops have cracked brick and mortar. Brick faces have broken off.

## **Items to be addressed**

Water intrusion at the following locations

- North east corner
- Midway of the north wall
- South east corner
- South west corner
- West wall at mechanical room
- Porch stoop on east wall
- Porch stoop on west wall

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Builders license #242200732

**13300 Clinton Road**

**Basement waterproofing at north east corner 14 feet**

We will dig down to the footing on the north east side of the building (approximately 14-feet from the corner) the wall will be power washed and any cracks will be ground out and patched with hydraulic cement. A waterproof rubber membrane will be applied to the wall followed by a 2-inch foam board.

New 4-inch corrugated perforated drain tile with sock will be placed. The wall will be backfilled with pea stone to one-foot below grade followed by a weed barrier and one-foot of topsoil. Topsoil will be placed to slope away from the foundation. All construction materials will be removed from the site. Bushes and the raised rail ties will be removed to be able to perform the work.

**Payment Terms:**

**Total price for this work is** \$10,500.00

In exchange for this work, \$5,250.00 is due before the work begins and \$5,250.00 is due upon completion. The paid work includes labor, material, and any necessary equipment.

**Basement waterproofing at midpoint of east wall 12 feet**

We will dig down to the footing on the north east side of the building (approximately 14-feet from the corner) the wall will be power washed and any cracks will be ground out and patched with hydraulic cement. A waterproof rubber membrane will be applied to the wall followed by a 2-inch foam board.

New 4-inch corrugated perforated drain tile with sock will be placed. The wall will be backfilled with pea stone to one-foot below grade followed by a weed barrier and one-foot of topsoil. Topsoil will be placed to slope away from the foundation. All construction materials will be removed from the site.

**Payment Terms:**

**Total price for this work is** \$9,000.00

In exchange for this work, \$4,500.00 is due before the work begins and \$4,500.00 is due upon completion. The paid work includes labor, material, and any necessary equipment.

### **Basement waterproofing at south east corner of east wall 18 feet**

We will dig down to the footing on the north east side of the building (approximately 14-feet from the corner) the wall will be power washed and any cracks will be ground out and patched with hydraulic cement. A waterproof rubber membrane will be applied to the wall followed by a 2-inch foam board.

New 4-inch corrugated perforated drain tile with sock will be placed. The wall will be backfilled with pea stone to one-foot below grade followed by a weed barrier and one-foot of topsoil. Topsoil will be placed to slope away from the foundation. All construction materials will be removed from the site.

#### **Payment Terms:**

**Total price for this work is** \$13,500.00

In exchange for this work, \$6,750.00 is due before the work begins and \$6,750.00 is due upon completion. The paid work includes labor, material, and any necessary equipment.

### **Basement waterproofing at south west corner of wall 16 feet**

We will dig down to the footing on the north east side of the building (approximately 14-feet from the corner) the wall will be power washed and any cracks will be ground out and patched with hydraulic cement. A waterproof rubber membrane will be applied to the wall followed by a 2-inch foam board.

New 4-inch corrugated perforated drain tile with sock will be placed. The wall will be backfilled with pea stone to one-foot below grade followed by a weed barrier and one-foot of topsoil. Topsoil will be placed to slope away from the foundation. All construction materials will be removed from the site.

#### **Payment Terms:**

**Total price for this work is** \$12,000.00

In exchange for this work, \$6,000.00 is due before the work begins and \$6,000.00 is due upon completion. The paid work includes labor, material, and any necessary equipment.



### **Basement waterproofing at west wall (mechanical room) 16 feet**

We will dig down to the footing on the north east side of the building (approximately 14-feet from the corner) the wall will be power washed and any cracks will be ground out and patched with hydraulic cement. A waterproof rubber membrane will be applied to the wall followed by a 2-inch foam board.

New 4-inch corrugated perforated drain tile with sock will be placed. The wall will be backfilled with pea stone to one-foot below grade followed by a weed barrier and one-foot of topsoil. Topsoil will be placed to slope away from the foundation. All construction materials will be removed from the site.

#### **Payment Terms:**

**Total price for this work is** \$12,000.00

In exchange for this work, \$6,000.00 is due before the work begins and \$6,000.00 is due upon completion. The paid work includes labor, material, and any necessary equipment.

### **Porch stoop (east)**

We will remove the old stoop and dig down 42 inches to pour new footings with #5 rebar.

8 inch block will be laid . block will be pinned to the footing with #5 rebar every 2 feet and a vertical rod will be placed every two feet. The cores of the blocks will be grouted solid. Brick ties will be placed as the block is laid. Brick work will be done to match the original as closely as possible. Exterior grade concrete will be used to pour a 4 inch cap for the landing and stairs.

#### **Payment Terms:**

**Total price for this work is** \$15,130.00

In exchange for this work, \$7,565.00 is due before the work begins and \$7,565.00 is due upon completion. The paid work includes labor, material, and any necessary equipment.

### **Porch stoop (westt)**

We will remove the old stoop and dig down 42 inches to pour new footings with #5 rebar.

8 inch block will be laid . block will be pinned to the footing with #5 rebar every 2 feet and a vertical rod will be placed every two feet. The cores of the blocks will be grouted solid. Brick ties will be placed as the block is laid. Brick work will be done to match the original as closely as possible. Exterior grade concrete will be used to pour a 4 inch cap for the landing and stairs.

**Payment Terms:**

**Total price for this work is** \$15,130.00

In exchange for this work, \$7,565.00 is due before the work begins and \$7,565.00 is due upon completion. The paid work includes labor, material, and any necessary equipment.



This evaluation was prepared for:

**Lori Fromhart**

**13300 Clinton Road**

**Clinton, Michigan 49236**

**+17342232766 | [bridgewaterwpsupervisor@yahoo.com](mailto:bridgewaterwpsupervisor@yahoo.com)**

Evaluated on:

Friday, August 11, 2023

Evaluated by:

Jazzlyn Wilson

[jazzlyn@acculevel.com](mailto:jazzlyn@acculevel.com)

**Acculevel - Indiana**

**8233 West St Rd 26**

**Rossville, IN 46065**

**Office: 866-955-3723**

**[www.acculevel.com](http://www.acculevel.com)**

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[office@acculevel.com](mailto:office@acculevel.com)

866-955-3723

8233 West St Rd 26

Rossville, IN 46065



**Date** 08-11-2023 **Job Number** Q-46197

**Site Address** 13300 Clinton Road, Clinton, MI 49236

### Client Details

Lori Fromhart

[+17342232766](tel:+17342232766)

[bridgewaterwpsupervisor@yahoo.com](mailto:bridgewaterwpsupervisor@yahoo.com)

13300 Clinton Road

Clinton, Michigan 49236

### Sales Representative

Jazzlyn Wilson

[jazzlyn@acculevel.com](mailto:jazzlyn@acculevel.com)

### Product List

Description	Quantity	Amount
<b>Carbon Straps with Bottom anchor &amp; Neck Tie (Wall over 8 ft tall)</b>		<b>\$14,562.00</b>
Base Price:	18	
<b>Crack seal inside and out, white cap on crack, and excavation</b>		<b>\$3,032.00</b>
Base Price: 1	1	
<b>Aprilaire (Up to 5000 sq ft)</b>		<b>\$2,657.00</b>
Base Price:	1	
	Subtotal	\$20,251.00
	<b>Total</b>	<b>\$20,251.00</b>

### Payment

**Deposit** \$10,125.50

**Balance** \$10,125.50

Payment Terms:

Payment Upon Completion

### Additional Information

Payment Method

Finance

Warranties

5 YEAR DEHUMIDIFIER WARRANTY

5 YEAR CRACK REPAIR WARRANTY

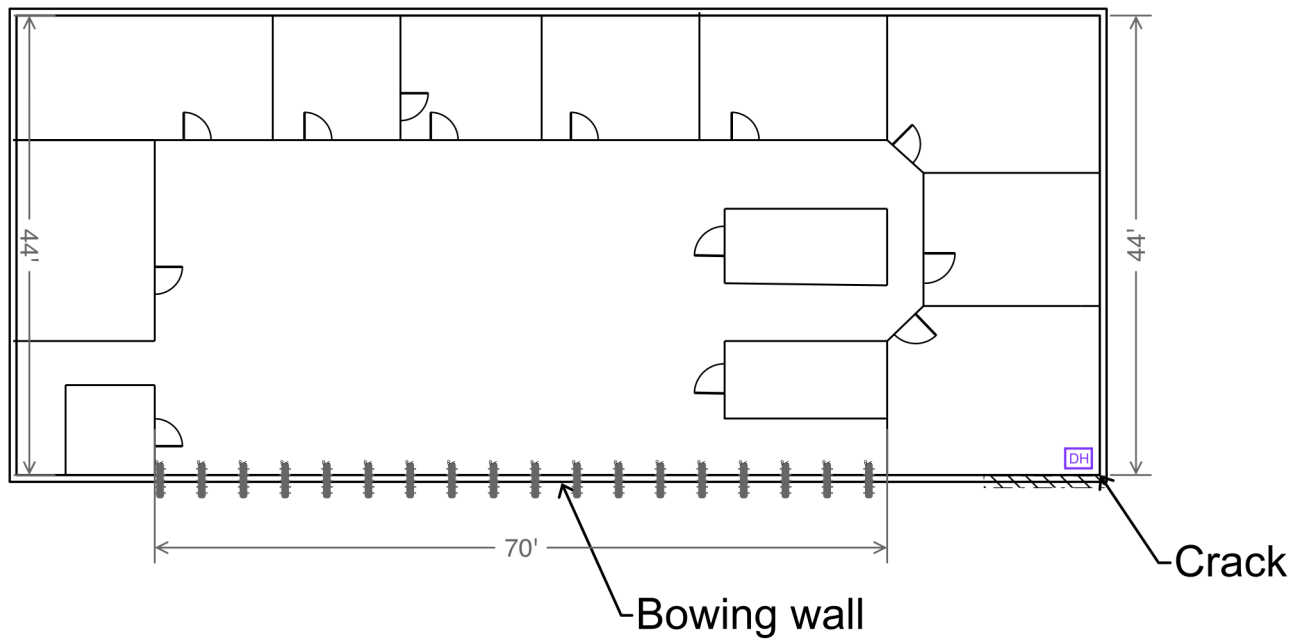
LIFE OF THE STRUCTURE CARBON FIBER STRAP TRANSFERABLE WARRANTY

Client Will vs Company Will

Remove drywall and studs at least 4' up the wall

No

# Detail Plan



# **CUSTOMER CHECKLIST**

## **JOB SITE PREPARATIONS**

Where Applicable

- Remove personal belongings at least 4' away from the wall and cover them, as well as any electronics, furniture, or other items
- Remove any known obstructions at least 4' away from the home
- Temporarily turn off Air Conditioner, Furnace, shut off all fans and cover vents while work is in progress
- Install all required outlets
- Please note that when excavation is required Acculevel will leave soil in rough grade, a landscaper may be required.
- Locate private utilities in yard or under slab



Acceptance: I have read and fully understand all of the terms and conditions of this contract below and all other pages and sides. Acculevel is authorized to do the work as set forth in this contract and subject to its terms. Customer agrees to pay 1-1/3% in monthly interest (16% per annum) on any unpaid amounts and all costs of collection including attorney fees and costs.

**You, the Customer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction, or as otherwise provided by statute depending on your state. See the attached Notice of Cancellation form for an explanation of this right or otherwise provided by the Project Manager.**

This proposal is an offer for offers and becomes a contract when signed by Customer and accepted by Acculevel or the Project Manager and Acculevel may elect to reject and rebid the job at anytime prior to its acceptance. The contract is our only agreement and any other discussion, promises, representations, or understandings are replaced by the contract. Anything not in writing in the contract is not binding on either party. The contract can only be changed if the change is put in writing and signed by Customer and Acculevel. The contract is made under and subject to Indiana law. Any claim by Customer arising out of this contract, the work performed, or the relationship of the parties shall be submitted to arbitration before the American Arbitration Association. If Acculevel is found liable under any legal theory, Acculevel's maximum liability, whether based on contract, tort, or otherwise, is the greater of the amount the Customer paid to Acculevel, or \$500.00. As a condition precedent to any right to file any claim against Acculevel, Customer must first provide 30 days' written notice of any claim, by certified mail. Further, Acculevel shall have the right, but not the obligation, to submit the matter to non binding mediation in Tippecanoe County, Indiana, within 30 days of Acculevel's receipt of Customer's notice of claim. Notwithstanding the foregoing, Acculevel may pursue any collection matter for non-payment, foreclosure or enforcement of lien, or rights to indemnification by Customer in state court in Tippecanoe County, Indiana, or other venue as may be required by law. If Acculevel prevails in any claim, Acculevel will be entitled to recover court and arbitration costs, attorneys' fees, and other legal expenses from the Customer. Without waiving the foregoing limitations of remedies, **CUSTOMER, TO THE MAXIMUM EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY.**

### **TERMS AND CONDITIONS**

Please read this entire document carefully. It will help you prepare for the work to be performed, and it will also explain certain limitations on the scope of work and the responsibility of Acculevel

#### **A. Preparation of the Residence:**

1. Remove Personal Items. Customer is responsible for the removal and replacement of all personal items in areas where work is being performed. Customer should move personal items at least four feet from the wall where work will be performed. If the work includes encapsulation systems, all items must be removed from the crawlspace. Acculevel is not responsible for damage to any of Customer's personal property.
2. Prepare Work Area. If Acculevel deems it necessary, customer must make the work area bare and free of obstructions. Such work includes the removal of interior coverings on walls and floors to give full access to the work area.
3. Non-Preparation. If the work area(s) are not properly prepared on the day of work is to be performed, Acculevel may assist the homeowner with the preparation of the areas(s) and may charge a fee.
4. Prepare for Dust. Acculevel's work performed in or around your house often times creates dust. We always do our best to prevent and /or keep dust to a minimum. However, we cannot always prevent dust from circulating. Because of this, you need to take the following actions: Remove electronics and sensitive items from the basement or crawlspace; completely shut down your furnace and or air conditioner while the work is being performed; close off or cover all vents and the intake filter on your furnace; Remove or cover all items that you want to protect from dust.

#### **B. Preparation for Excavation and After Excavation:**

1. Underground Utilities. Acculevel must call and have all underground utilities marked prior to Acculevel



conducting any work which involves excavation on the exterior of the home. Customer must call 3-5 days prior to Acculevel starting work. Indiana Underground or Kentucky811 may not provide exact locations for all utility lines. If customer wants to limit the possibility of error in the location of utilities, Customer should retain a locating service company to make all lines. Acculevel is not responsible for any damage done to buried and/ or concealed electrical, cable, gas, telephone, sewer, water, plumbing, TV, or radiant heat lines.

2. Mines and Other Abnormal Underground Conditions. Prior to Acculevel starting work, customer must identify and disclose to Acculevel any underground mines or other abnormal underground conditions.

3. Landscaping. If piers are being installed, walls straightened, or foundation replaced, excavation will likely disrupt or destroy customer's landscaping, bushes, flowers etc. Acculevel will not intentionally disrupt the landscaping more than reasonably necessary; however, Customer should remove any landscaping that Customer does not want damaged because Acculevel is not responsible for any damages that result from excavation.

4. After Excavation. Acculevel will back fill the excavated area to a rough grade only. Excavated dirt may need to settle up to one year before final grading can be completed. Acculevel will not complete final grading and all costs associated with final grading are Customer's responsibility.

#### **C. Work:**

1. Original Quote. This contract is based upon the above ground inspections by Acculevel's representatives and descriptions of the symptoms of failures provided by the Customer. The price quote assumes normal standards of construction as determined by standard building codes and practices.

2. Scope of Work. Acculevel's services are intended to stabilize, and in some cases, lift falling structures, deteriorating foundations, or concrete slabs. Acculevel does not guarantee or warrant that cracks or other cosmetic defects in the foundations, walls or concrete slabs or other portions of the structure will be fixed through the stabilization process. Customers may repair cosmetic defects at Customer's own cost after Acculevel's work is completed.

3. Repair Techniques. Acculevel reserves the right to deviate from the repair techniques stated in this contract as required to complete the work properly without the consent of the Customer, provided that there is no additional charge to the Customer.

4. Unanticipated conditions. If, after commencing work, unanticipated conditions are discovered, Acculevel has the right to charge the client additional, reasonable compensation for all labor and material costs incurred or as agreed to per a signed Change Order provided to Customer. Customer or Acculevel may terminate the contract in the event of unanticipated conditions disclosed by Acculevel by providing written notice to the other party; provided, however, in the event of termination, Customer will be responsible for paying for all labor performed and materials installed to the date that Acculevel receives the notice of termination.

5. Final Walk Through. Customer must be present at the time that the project is completed to perform a final walk-through inspection and final payment is due at that time.

6. Delays. Acculevel may not be able to comply with the start and completion dates in this contract because of weather, materials or equipment shortages, unexpected rock or moisture near foundations, poor building practices, damage from previous repairs, illness, or acts of God. These problems could occur as a result of this contract, other Acculevel contracts, or Acculevel's suppliers' operations.

#### **D. Specific Services:**

1. Lifting, Straightening and Moving the Structure. When attempting to lift, straighten, or move a portion of the structure, damage to the structure is an inherent risk, and Customer hereby releases Acculevel from any liability for damages to the structure. When Acculevel has lifted any structure which is supporting wood

framing components, Customer must wait at least six months before performing cosmetic repair, and Acculevel may delay performance of any final adjustments to the previous work until six months have elapsed since the completion of any previous work.

2. Installation Piers and Tiebacks. This contract only contemplates the installation of piers or tiebacks to a depth of twenty- one feet. In the event that a pier or tieback must be installed beyond twenty-one feet to reach the ultimate capacities, an additional charge of twenty dollars per linear foot per pier will apply, unless otherwise specified.

3. Concrete Slab Lifting (Slab Jacking). If the concrete slab is over 5 years old at the time Acculevel performs its work and the concrete slab settles more than 1/4" inch within 5 years after Acculevel performs its work, then Acculevel will re-pump the void under the concrete slab, one additional time at no additional cost the Customer. A re-pump consists of using the same holds originally used to pump and raise the concrete slab. Acculevel will not re-pump the concrete slab if; (I) the Customer does not seal all cracks and joints on the concrete slabs and maintain backfill along the concrete slabs involved, (II) if resetting occurs as a result of flooding, or (III) resettling as a result of any other acts of God.

4. Encapsulation. When Acculevel installs an encapsulation system, it recommends that the perimeter drainage system be installed to drain any water which might collect on the surface of the encapsulation system. If Customer chooses not to install a perimeter drainage system with an encapsulation system, then customer releases Acculevel from any responsibility, warranty, or liability resulting for water collection on the surface of the encapsulation system or any consequences of such.

5. Water Remediation. I. Pumping and Dehumidification. Acculevel will provide pumps and dehumidification systems based on normal remediation requirements. Customer is responsible for and must provide at Customer's expense, the electricity needed to operate all required pumps and dehumidification systems. II. Discharged water; Acculevel does not provide a system for the disposition of water once the water is discharged from the discharge line. Direction the water away from the discharge line is important and is Customer's responsibility. III. Additional Pumping Requirements after Completion. If additional pumping capacity is found to be needed after Acculevel has completed the project Customer is responsible for all material and labor costs for the installation of additional products. Iv. Customer improvement after installation. After Acculevel performs water remediation services or is installed as a water drainage system in a basement, Customer agrees to wait to finish to improve the basement for at least six (6) months after Acculevel completes its services. This waiting period is necessary to evaluate whether the water remediation issue has been fixed or needs additional services.

#### E. Warranty:

1. Limited Warranty. Subject to section (F). Acculevel warrants the work it performs in accordance with this section €. All warranties are limited to the products provided and the areas specifically addressed and are activated only upon receipt of payment in full under this contract. Acculevel does not warrant or guarantee areas of the structure that are not specifically addressed. Acculevel does not warrant or guarantee the effectiveness of any products or systems if Acculevel's recommendations were not followed and installed.

2. Warranty Certificates. Acculevel will provide to the Customer copies of all warranty certificates that apply for any products or systems installed by Acculevel. The warranty certificates state all of Customer's rights related to such products and are incorporated into this contract by reference. Copies of the warranty certificates are available upon request. Acculevel makes no warranties, express or implied, that are not stated in the certificates provided to Customer, and Acculevel specifically disclaims the implied warranty of fitness for a particular purpose and the implied warranty of merchantability.

3. Incomplete or Modified Products or Systems. All warranties are null and void of the product or system, or any part of the product or system, is (a) partially installed or not complete, (b) not installed by Acculevel, or (c) modified by any other party than Acculevel without Acculevel's express written approval.

4. Removal, Covering, or Defacing Benchmarks. All warranties are null and void if Customer removes, covers, or defaces benchmarks installed by Acculevel or a contractor without Acculevel's express written approval.

**F. Disclaimers:**

1. Mold, Radon, Sewer, Seepage, and Backup. Acculevel is not responsible for any mold or radon gas problems or sewer seepage or back-ups.

2. Mine Subsidence. Acculevel is not responsible for any damage related to mine subsidence or other abnormal underground conditions, and Acculevel's services will not remedy any issues related to such conditions. The existence of mine subsidence or other abnormal underground conditions will be determined in Acculevel's discretion.

3. Disclaimers. Acculevel is not responsible for any damage to walls and wall coverings (interior and exterior), floors and floor coverings, doors, windows, or other parts of the structure, landscaping or other personal property of any kind that result from the work being performed.

4. **WAIVER OF DAMAGES.** IN NO EVENT SHALL ACCULEVEL BE LIABLE, WHETHER BASED ON CONTRACT OR TORT, UNDER ANY WARRANTY OR OTHERWISE, RELATING TO OR ARISING OUT OF THE WORK OR THIS CONTRACT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INDIRECT, SPECIAL, PENAL OR INCIDENTAL LOSS, DAMAGE OR INJURY, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE OF THE PROJECT AREA, BUSINESS INTERRUPTION, LOSS OF OPPORTUNITY, AND LOSSES OR COSTS BASED ON THIRD PARTY CONTRACTS. CUSTOMER AND ACCULEVEL AGREE THAT CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST ACCULEVEL FOR THE WORK PERFORMED UNDER THIS CONTRACT IS THE APPLICABLE WARRANTIES, IF ANY, NOTWITHSTANDING THE FOREGOING, IF ACCULEVEL IS FOUND LIABLE FOR ANY LOSS OR DAMAGE UNDER ANY LEGAL THEORY, ACCULEVEL'S MAXIMUM LIABILITY, WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE IS THE AMOUNT CUSTOMER PAID TO ACCULEVEL FOR THE WORK PERFORMED UNDER THIS CONTRACT OR \$500.00 WHICHEVER IS GREATER.

**G. Severability:** The invalidity or unenforceability of any the provisions of this contract shall not affect the validity or enforceability of any other provision of this contract, which shall remain in full force and effect.

**H. 21 Point Inspection Annual Maintenance Program:** Customer has been presented with and reviewed the 21 Point Inspection Annual Maintenance Program ("Inspection Program"). Customer accepts or rejects the Inspection Program by initialing on page 1. If Customer rejects the Inspection Program, Customer agrees to check, clean, test and inspect, at their own cost, all of the items covered in the Inspection Program at least annually.

**I. Indemnification:** Customer shall indemnify and save harmless Acculevel from any claim, demand, loss, liability, cost or expense (including, but not limited to, reasonable attorney fees and court costs) of whatsoever nature, kind or description, arising out of or in connection with Customer's acts or omissions related to this contract, including but not limited to failure to perform or inaccurate disclosure of the requirements in section (B) of this contract.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Rep. Signature.

\_\_\_\_\_  
Date

**NOTICE OF CANCELLATION**

Date of Transaction (date when contract signed by Customer): \_\_\_\_\_

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the about date.

(Saturday is considered a business day; Sunday and federal holidays are not.)

If you cancel, any property traded in, any payments made by you under the contract of sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Notice of Cancellation or any other written notice, or send a telegram to Acculevel, Inc. at 9495 N. Waldron Rd., Rossville, IN 46065

NOT LATER THAN MIDNIGHT THREE (3) BUSINESS DAYS AFTER THE DATE YOU SIGN THE CONTRACT.  
I HEREBY CANCEL THIS TRANSACTION.

Date: \_\_\_\_\_

Buyer's Signature: \_\_\_\_\_

Buyer's Printed Name: \_\_\_\_\_

Keep 1 Copy for Your Records

**NOTICE OF CANCELLATION**

Date of Transaction (date when contract signed by Customer): \_\_\_\_\_

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the about date.

(Saturday is considered a business day; Sunday and federal holidays are not.)

If you cancel, any property traded in, any payments made by you under the contract of sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Notice of Cancellation or any other written notice, or send a telegram to Acculevel, Inc. at 9495 N. Waldron Rd., Rossville, IN 46065  
NOT LATER THAN MIDNIGHT THREE (3) BUSINESS DAYS AFTER THE DATE YOU SIGN THE CONTRACT.  
I HEREBY CANCEL THIS TRANSACTION.

Date: \_\_\_\_\_

Buyer's Signature: \_\_\_\_\_

Buyer's Printed Name: \_\_\_\_\_



This evaluation was prepared for:

**Lori Fromhart**

**13300 Clinton Road**

**Clinton, Michigan 49236**

**+17342232766 | [bridgewaterwpsupervisor@yahoo.com](mailto:bridgewaterwpsupervisor@yahoo.com)**

Evaluated on:

Friday, August 11, 2023

Evaluated by:

Jazzlyn Wilson

[jazzlyn@acculevel.com](mailto:jazzlyn@acculevel.com)

**Acculevel - Indiana**

**8233 West St Rd 26**

**Rossville, IN 46065**

**Office: 866-955-3723**

**[www.acculevel.com](http://www.acculevel.com)**

Acculevel - Indiana

[www.acculevel.com](http://www.acculevel.com)

[office@acculevel.com](mailto:office@acculevel.com)

866-955-3723

8233 West St Rd 26

Rossville, IN 46065



**Date** 08-25-2023 **Job Number** Q-46197

**Site Address** 13300 Clinton Road, Clinton, MI 49236

### Client Details

Lori Fromhart

[+17342232766](tel:+17342232766)

[bridgewaterwpsupervisor@yahoo.com](mailto:bridgewaterwpsupervisor@yahoo.com)

13300 Clinton Road

Clinton, Michigan 49236

### Sales Representative

Jazzlyn Wilson

[jazzlyn@acculevel.com](mailto:jazzlyn@acculevel.com)

### Product List

Description	Quantity	Amount
<b>Fast Track</b>		<b>\$27,900.00</b>
Base Price:	300 ft	
<b>Sump Pump / Pit / Battery Back Up</b>		<b>\$2,657.00</b>
Base Price:	1	
<b>Carbon Straps with Bottom anchor &amp; Neck Tie (Wall over 8 ft tall)</b>		<b>\$14,562.00</b>
Base Price:	18	
<b>Crack seal inside and out, white cap on crack, and excavation</b>		<b>\$3,032.00</b>
Base Price: 1	1	
<b>Aprilaire (Up to 5000 sq ft)</b>		<b>\$2,657.00</b>
Base Price:	1	
	Subtotal	\$50,808.00
	<b>Total</b>	<b>\$50,808.00</b>

### Payment

**Deposit** \$10,125.50

**Balance** \$40,682.50

Payment Terms:

Payment Upon Completion

**Additional Information**

Payment Method

Finance

Warranties

5 YEAR DEHUMIDIFIER WARRANTY

5 YEAR CRACK REPAIR WARRANTY

LIFE OF THE STRUCTURE CARBON FIBER STRAP TRANSFERABLE WARRANTY

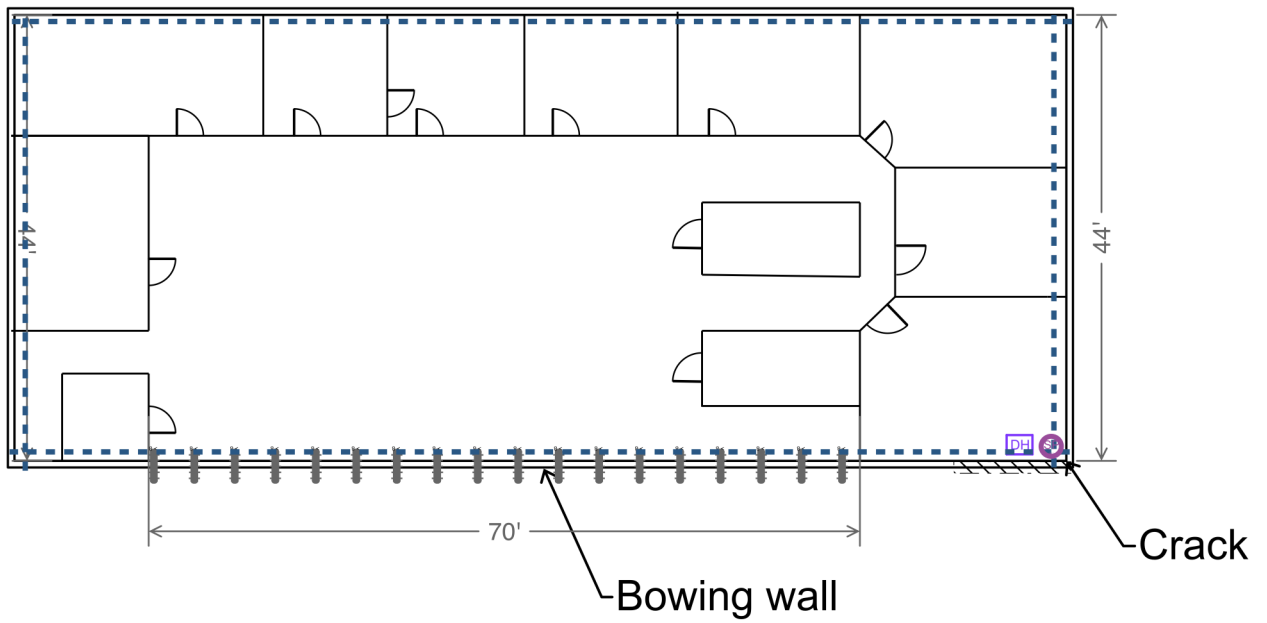
Client Will vs Company Will

Remove drywall and studs at least 4' up the wall

No



# Detail Plan



# **CUSTOMER CHECKLIST**

## **JOB SITE PREPARATIONS**

Where Applicable

- Remove personal belongings at least 4' away from the wall and cover them, as well as any electronics, furniture, or other items
- Remove any known obstructions at least 4' away from the home
- Temporarily turn off Air Conditioner, Furnace, shut off all fans and cover vents while work is in progress
- Install all required outlets
- Please note that when excavation is required Acculevel will leave soil in rough grade, a landscaper may be required.
- Locate private utilities in yard or under slab



Acceptance: I have read and fully understand all of the terms and conditions of this contract below and all other pages and sides. Acculevel is authorized to do the work as set forth in this contract and subject to its terms. Customer agrees to pay 1-1/3% in monthly interest (16% per annum) on any unpaid amounts and all costs of collection including attorney fees and costs.

**You, the Customer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction, or as otherwise provided by statute depending on your state. See the attached Notice of Cancellation form for an explanation of this right or otherwise provided by the Project Manager.**

This proposal is an offer for offers and becomes a contract when signed by Customer and accepted by Acculevel or the Project Manager and Acculevel may elect to reject and rebid the job at anytime prior to its acceptance. The contract is our only agreement and any other discussion, promises, representations, or understandings are replaced by the contract. Anything not in writing in the contract is not binding on either party. The contract can only be changed if the change is put in writing and signed by Customer and Acculevel. The contract is made under and subject to Indiana law. Any claim by Customer arising out of this contract, the work performed, or the relationship of the parties shall be submitted to arbitration before the American Arbitration Association. If Acculevel is found liable under any legal theory, Acculevel's maximum liability, whether based on contract, tort, or otherwise, is the greater of the amount the Customer paid to Acculevel, or \$500.00. As a condition precedent to any right to file any claim against Acculevel, Customer must first provide 30 days' written notice of any claim, by certified mail. Further, Acculevel shall have the right, but not the obligation, to submit the matter to non binding mediation in Tippecanoe County, Indiana, within 30 days of Acculevel's receipt of Customer's notice of claim. Notwithstanding the foregoing, Acculevel may pursue any collection matter for non-payment, foreclosure or enforcement of lien, or rights to indemnification by Customer in state court in Tippecanoe County, Indiana, or other venue as may be required by law. If Acculevel prevails in any claim, Acculevel will be entitled to recover court and arbitration costs, attorneys' fees, and other legal expenses from the Customer. Without waiving the foregoing limitations of remedies, **CUSTOMER, TO THE MAXIMUM EXTENT PERMITTED BY LAW, HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY.**

### **TERMS AND CONDITIONS**

Please read this entire document carefully. It will help you prepare for the work to be performed, and it will also explain certain limitations on the scope of work and the responsibility of Acculevel

#### **A. Preparation of the Residence:**

1. Remove Personal Items. Customer is responsible for the removal and replacement of all personal items in areas where work is being performed. Customer should move personal items at least four feet from the wall where work will be performed. If the work includes encapsulation systems, all items must be removed from the crawlspace. Acculevel is not responsible for damage to any of Customer's personal property.
2. Prepare Work Area. If Acculevel deems it necessary, customer must make the work area bare and free of obstructions. Such work includes the removal of interior coverings on walls and floors to give full access to the work area.
3. Non-Preparation. If the work area(s) are not properly prepared on the day of work is to be performed, Acculevel may assist the homeowner with the preparation of the areas(s) and may charge a fee.
4. Prepare for Dust. Acculevel's work performed in or around your house often times creates dust. We always do our best to prevent and /or keep dust to a minimum. However, we cannot always prevent dust from circulating. Because of this, you need to take the following actions: Remove electronics and sensitive items from the basement or crawlspace; completely shut down your furnace and or air conditioner while the work is being performed; close off or cover all vents and the intake filter on your furnace; Remove or cover all items that you want to protect from dust.

#### **B. Preparation for Excavation and After Excavation:**

1. Underground Utilities. Acculevel must call and have all underground utilities marked prior to Acculevel

conducting any work which involves excavation on the exterior of the home. Customer must call 3-5 days prior to Acculevel starting work. Indiana Underground or Kentucky811 may not provide exact locations for all utility lines. If customer wants to limit the possibility of error in the location of utilities, Customer should retain a locating service company to make all lines. Acculevel is not responsible for any damage done to buried and/ or concealed electrical, cable, gas, telephone, sewer, water, plumbing, TV, or radiant heat lines.

2. Mines and Other Abnormal Underground Conditions. Prior to Acculevel starting work, customer must identify and disclose to Acculevel any underground mines or other abnormal underground conditions.

3. Landscaping. If piers are being installed, walls straightened, or foundation replaced, excavation will likely disrupt or destroy customer's landscaping, bushes, flowers etc. Acculevel will not intentionally disrupt the landscaping more than reasonably necessary; however, Customer should remove any landscaping that Customer does not want damaged because Acculevel is not responsible for any damages that result from excavation.

4. After Excavation. Acculevel will back fill the excavated area to a rough grade only. Excavated dirt may need to settle up to one year before final grading can be completed. Acculevel will not complete final grading and all costs associated with final grading are Customer's responsibility.

#### **C. Work:**

1. Original Quote. This contract is based upon the above ground inspections by Acculevel's representatives and descriptions of the symptoms of failures provided by the Customer. The price quote assumes normal standards of construction as determined by standard building codes and practices.

2. Scope of Work. Acculevel's services are intended to stabilize, and in some cases, lift falling structures, deteriorating foundations, or concrete slabs. Acculevel does not guarantee or warrant that cracks or other cosmetic defects in the foundations, walls or concrete slabs or other portions of the structure will be fixed through the stabilization process. Customers may repair cosmetic defects at Customer's own cost after Acculevel's work is completed.

3. Repair Techniques. Acculevel reserves the right to deviate from the repair techniques stated in this contract as required to complete the work properly without the consent of the Customer, provided that there is no additional charge to the Customer.

4. Unanticipated conditions. If, after commencing work, unanticipated conditions are discovered, Acculevel has the right to charge the client additional, reasonable compensation for all labor and material costs incurred or as agreed to per a signed Change Order provided to Customer. Customer or Acculevel may terminate the contract in the event of unanticipated conditions disclosed by Acculevel by providing written notice to the other party; provided, however, in the event of termination, Customer will be responsible for paying for all labor performed and materials installed to the date that Acculevel receives the notice of termination.

5. Final Walk Through. Customer must be present at the time that the project is completed to perform a final walk-through inspection and final payment is due at that time.

6. Delays. Acculevel may not be able to comply with the start and completion dates in this contract because of weather, materials or equipment shortages, unexpected rock or moisture near foundations, poor building practices, damage from previous repairs, illness, or acts of God. These problems could occur as a result of this contract, other Acculevel contracts, or Acculevel's suppliers' operations.

#### **D. Specific Services:**

1. Lifting, Straightening and Moving the Structure. When attempting to lift, straighten, or move a portion of the structure, damage to the structure is an inherent risk, and Customer hereby releases Acculevel from any liability for damages to the structure. When Acculevel has lifted any structure which is supporting wood

framing components, Customer must wait at least six months before performing cosmetic repair, and Acculevel may delay performance of any final adjustments to the previous work until six months have elapsed since the completion of any previous work.

2. Installation Piers and Tiebacks. This contract only contemplates the installation of piers or tiebacks to a depth of twenty- one feet. In the event that a pier or tieback must be installed beyond twenty-one feet to reach the ultimate capacities, an additional charge of twenty dollars per linear foot per pier will apply, unless otherwise specified.

3. Concrete Slab Lifting (Slab Jacking). If the concrete slab is over 5 years old at the time Acculevel performs its work and the concrete slab settles more than 1/4" inch within 5 years after Acculevel performs its work, then Acculevel will re-pump the void under the concrete slab, one additional time at no additional cost the Customer. A re-pump consists of using the same holds originally used to pump and raise the concrete slab. Acculevel will not re-pump the concrete slab if; (I) the Customer does not seal all cracks and joints on the concrete slabs and maintain backfill along the concrete slabs involved, (II) if resetting occurs as a result of flooding, or (III) resettling as a result of any other acts of God.

4. Encapsulation. When Acculevel installs an encapsulation system, it recommends that the perimeter drainage system be installed to drain any water which might collect on the surface of the encapsulation system. If Customer chooses not to install a perimeter drainage system with an encapsulation system, then customer releases Acculevel from any responsibility, warranty, or liability resulting for water collection on the surface of the encapsulation system or any consequences of such.

5. Water Remediation. I. Pumping and Dehumidification. Acculevel will provide pumps and dehumidification systems based on normal remediation requirements. Customer is responsible for and must provide at Customer's expense, the electricity needed to operate all required pumps and dehumidification systems. II. Discharged water; Acculevel does not provide a system for the disposition of water once the water is discharged from the discharge line. Direction the water away from the discharge line is important and is Customer's responsibility. III. Additional Pumping Requirements after Completion. If additional pumping capacity is found to be needed after Acculevel has completed the project Customer is responsible for all material and labor costs for the installation of additional products. Iv. Customer improvement after installation. After Acculevel performs water remediation services or is installed as a water drainage system in a basement, Customer agrees to wait to finish to improve the basement for at least six (6) months after Acculevel completes its services. This waiting period is necessary to evaluate whether the water remediation issue has been fixed or needs additional services.

#### E. Warranty:

1. Limited Warranty. Subject to section (F). Acculevel warrants the work it performs in accordance with this section €. All warranties are limited to the products provided and the areas specifically addressed and are activated only upon receipt of payment in full under this contract. Acculevel does not warrant or guarantee areas of the structure that are not specifically addressed. Acculevel does not warrant or guarantee the effectiveness of any products or systems if Acculevel's recommendations were not followed and installed.

2. Warranty Certificates. Acculevel will provide to the Customer copies of all warranty certificates that apply for any products or systems installed by Acculevel. The warranty certificates state all of Customer's rights related to such products and are incorporated into this contract by reference. Copies of the warranty certificates are available upon request. Acculevel makes no warranties, express or implied, that are not stated in the certificates provided to Customer, and Acculevel specifically disclaims the implied warranty of fitness for a particular purpose and the implied warranty of merchantability.

3. Incomplete or Modified Products or Systems. All warranties are null and void of the product or system, or any part of the product or system, is (a) partially installed or not complete, (b) not installed by Acculevel, or (c) modified by any other party than Acculevel without Acculevel's express written approval.

4. Removal, Covering, or Defacing Benchmarks. All warranties are null and void if Customer removes, covers, or defaces benchmarks installed by Acculevel or a contractor without Acculevel's express written approval.

**F. Disclaimers:**

1. Mold, Radon, Sewer, Seepage, and Backup. Acculevel is not responsible for any mold or radon gas problems or sewer seepage or back-ups.

2. Mine Subsidence. Acculevel is not responsible for any damage related to mine subsidence or other abnormal underground conditions, and Acculevel's services will not remedy any issues related to such conditions. The existence of mine subsidence or other abnormal underground conditions will be determined in Acculevel's discretion.

3. Disclaimers. Acculevel is not responsible for any damage to walls and wall coverings (interior and exterior), floors and floor coverings, doors, windows, or other parts of the structure, landscaping or other personal property of any kind that result from the work being performed.

4. **WAIVER OF DAMAGES.** IN NO EVENT SHALL ACCULEVEL BE LIABLE, WHETHER BASED ON CONTRACT OR TORT, UNDER ANY WARRANTY OR OTHERWISE, RELATING TO OR ARISING OUT OF THE WORK OR THIS CONTRACT FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INDIRECT, SPECIAL, PENAL OR INCIDENTAL LOSS, DAMAGE OR INJURY, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE OF THE PROJECT AREA, BUSINESS INTERRUPTION, LOSS OF OPPORTUNITY, AND LOSSES OR COSTS BASED ON THIRD PARTY CONTRACTS. CUSTOMER AND ACCULEVEL AGREE THAT CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST ACCULEVEL FOR THE WORK PERFORMED UNDER THIS CONTRACT IS THE APPLICABLE WARRANTIES, IF ANY, NOTWITHSTANDING THE FOREGOING, IF ACCULEVEL IS FOUND LIABLE FOR ANY LOSS OR DAMAGE UNDER ANY LEGAL THEORY, ACCULEVEL'S MAXIMUM LIABILITY, WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE IS THE AMOUNT CUSTOMER PAID TO ACCULEVEL FOR THE WORK PERFORMED UNDER THIS CONTRACT OR \$500.00 WHICHEVER IS GREATER.

**G. Severability:** The invalidity or unenforceability of any the provisions of this contract shall not affect the validity or enforceability of any other provision of this contract, which shall remain in full force and effect.

**H. 21 Point Inspection Annual Maintenance Program:** Customer has been presented with and reviewed the 21 Point Inspection Annual Maintenance Program ("Inspection Program"). Customer accepts or rejects the Inspection Program by initialing on page 1. If Customer rejects the Inspection Program, Customer agrees to check, clean, test and inspect, at their own cost, all of the items covered in the Inspection Program at least annually.

**I. Indemnification:** Customer shall indemnify and save harmless Acculevel from any claim, demand, loss, liability, cost or expense (including, but not limited to, reasonable attorney fees and court costs) of whatsoever nature, kind or description, arising out of or in connection with Customer's acts or omissions related to this contract, including but not limited to failure to perform or inaccurate disclosure of the requirements in section (B) of this contract.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Rep. Signature.

\_\_\_\_\_  
Date

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If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

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NOT LATER THAN MIDNIGHT THREE (3) BUSINESS DAYS AFTER THE DATE YOU SIGN THE CONTRACT.  
I HEREBY CANCEL THIS TRANSACTION.

Date: \_\_\_\_\_

Buyer's Signature: \_\_\_\_\_

Buyer's Printed Name: \_\_\_\_\_

Keep 1 Copy for Your Records

**NOTICE OF CANCELLATION**

Date of Transaction (date when contract signed by Customer): \_\_\_\_\_

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NOT LATER THAN MIDNIGHT THREE (3) BUSINESS DAYS AFTER THE DATE YOU SIGN THE CONTRACT.  
I HEREBY CANCEL THIS TRANSACTION.

Date: \_\_\_\_\_

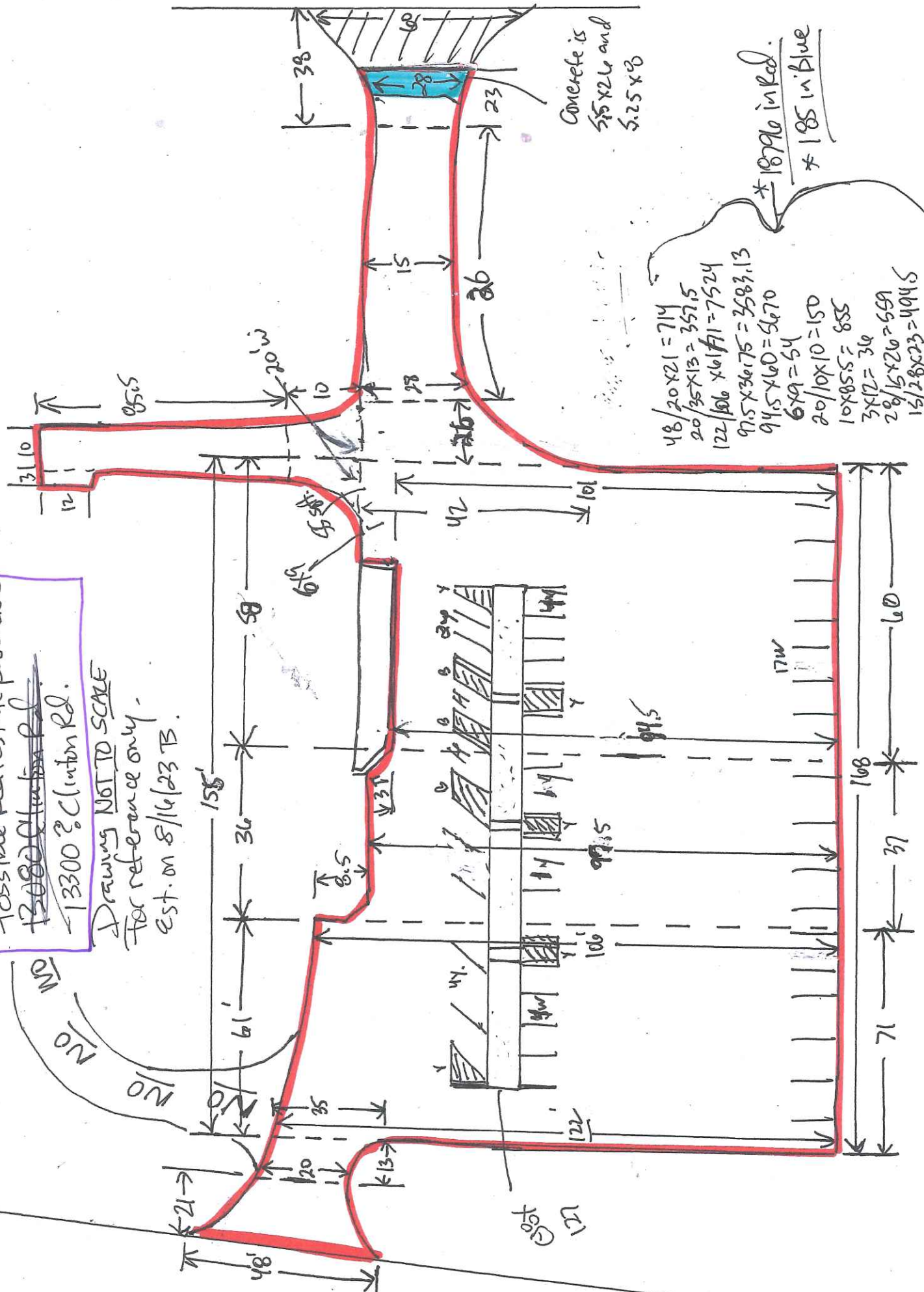
Buyer's Signature: \_\_\_\_\_

Buyer's Printed Name: \_\_\_\_\_



Bridgewater Township  
 Possible Real estate purchase  
~~1300 Clinton Rd.~~  
 13300 ? Clinton Rd.

Drawing NOT TO SCALE  
 For reference only.  
 Est. on 8/16/23 B.





**"QUALITY IS NOT IN THE NAME BUT IN THE WORKMANSHIP"**

Family Owned & Operated Serving SO MI, NW OH & NE IN

Specializing In: • Asphalt Paving & Repair

- Seal Coating      • Crack Repair      • Asphalt Curbing
- Infrared Repair      • Line Striping      • Resurfacing

**Free Estimates / Insured**

**Address:** 5651 Bankers Rd. Reading, MI 49274  
**Phone:** (517) 283-3584    **Toll Free:** (800) 934-2500    **Fax:** (517) 283-1655  
**Email:** [belsonasphalt@core.com](mailto:belsonasphalt@core.com)    **Website:** belsonasphaltpaving.com

<b>Proposal Submitted to:</b> Bridgewater Twp. Hall/Vacant Church Lot	<b>Date:</b> 08-22-2023	<b>Estimate #:</b> 15751
<b>Contact:</b> Laurie Fromhart	<b>Phone:</b>	<b>Fax:</b>
<b>Address:</b> 10990 Clinton Rd.	<b>Cell Phone:</b> 734/223-2766 (Laurie) <b>Work:</b>	
<b>City/State/Zip:</b> Manchester, MI 48158	<b>Email:</b> <a href="mailto:bridgewaterwpsupervisor@yahoo.com">bridgewaterwpsupervisor@yahoo.com</a>	
<b>Project Name:</b> Parking Lot Re-paving/Clinton		
<b>Job Site:</b> <b>Vacant Church Lot - 13300 Clinton Rd. - Clinton, MI</b>		

**ESTIMATE NOTES** - This is a vacant church parking lot, formerly known as the Clinton Assembly of God. The size of the (asphalt portion) of the lot is **Approx. 18,796 Sq. Ft.** It is labeled in **RED** on the drawing. The very back exit has a small section of concrete present, which is labeled in **BLUE** on the drawing. It is **Approx. 185 Sq. Ft.** It too is being bid for removal and repave with asphalt. However, notice that the paving (At that exit only), stops well short of the road edge. In many cases, this is done purposely, to avoid snowplows from hitting the asphalt approach. That is because the nearby roadway is gravel, not asphalt, so it would not be attached. That is the only time it makes sense to stop short of the road edge. At this point, the asphalt as it exists is in poor condition. Per customer and in agreement with Belson Asphalt, this is being bid for complete removal and replacement of the asphalt parking lot, including the small **BLUE** concrete area. **NOTE - When a parking lot of this size is being considered for removal, it is nearly always bid to use a Road Mill. This is only because it is the most efficient way to remove it. It just so happens to also create a massive amount of asphalt millings. Today, these millings are utilized in many aspects, including lining driveways and parking lots in place of dusty gravel. They are valuable and should be considered to leave onsite. If so, the customer can save on significant trucking out costs, but also earn money back by selling the millings. NOTE - This bid does include trucking out of these millings, but if interested in leaving them onsite, a real saving of between \$2,200 and \$3,000 could be expected. This quantity of millings would vary based on the actual existing asphalt thickness of the lot as it sits today. If the lot is normal thickness of between 3" and 4", the tons existing would fall between 348 and 464 tons. (Which is 17.5 truck loads to 23 truck loads), which is a quad is Approx. 20 tons per load. If deciding to keep the millings onsite, please advise before accepting this bid, so that it can be revised for the final approval with accurate pricing. NOTE - MILL AVAILABILITY** - At this point in the season, mill availability is sparse and difficult to schedule one. It is generally booked this late in the season. However, if this project is being considered for this season, delaying the decision is not recommended. The inquiring and locking in of a mill require a bid acceptance, because once a mill is scheduled, it cannot be cancelled. The fee for the daily use of it is still billed out, even if it is cancelled. If this bid is being used as a budgetary bid for spring, understand that the bid itself would have to be revised to cover off-season cost increases.

**PERMIT (Lenawee Co)** - At this point, this facility has two entrances, of which one of them would require a R.O.W. permit, if it was removed. In this case, it would be. This location is likely located in Lenawee County. They do require a permit, which is listed below. It is obtained and purchased by Belson Asphalt, prior to the scheduled start date. However, the actual cost of the permit is the responsibility of the customer, which is why it is listed below as a line item. **(See Pg. 2)**

THIS PROPOSAL INCLUDES ALL OF THE STANDARD CONDITIONS SET FORTH ON THE TERMS AND CONDITIONS FOR ESTIMATE NO.15751.

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of **\$79,560.00**

**PAYMENT TERMS:** 50% down, remainder of balance due at completion of project.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Our workers, are fully covered by Workmen's Compensation Insurance. **A SERVICE CHARGE OF 1 1/2% PER MONTH**, which is an annual percentage rate of 18% per annum, will be made on all account balances not paid within 30 days of invoice date, together with costs of collection and attorney fees.

**Note:** This proposal may be withdrawn by us if not accepted within 7 days.    **Authorized Signature:** Thomas A. Stewart  
**BELSON ASPHALT WILL MAKE EVERY EFFORT TO MATCH ANY COMPETITORS PRICE, AS LONG AS THE ENTIRE SCOPE OF WORK, I.E. SQ. FT./LIN. FT., COMPACTED THICKNESS, METHODS OF REPAIR, ETC., ARE THE SAME.**    **Phone:** 517-607-9096

**PLEASE SIGN AND DATE AND RETURN ORIGINAL COPY OF THIS PROPOSAL TO BELSON ASPHALT PAVING**

**ACCEPTANCE OF PROPOSAL:** The above prices, specifications and conditions (INCLUDING STANDARD TERMS AND CONDITIONS FOR ESTIMATE NO. 15751) are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made according to the terms listed above.

**Accepted by: Signature:** \_\_\_\_\_    **Date of Acceptance:** \_\_\_\_\_

**ASPHALT REMOVE AND REPLACE w/ small CONCRETE R&R w/ ASPHALT** - Asphalt and small Concrete Parking Lot sections included with this bid total **Approx. 18,981 total Sq. Ft.** and these two surfaces/areas are labeled in **RED** and **BLUE** on the drawing. The **RED** sections are existing asphalt, and they total **Approx. 18,796 Sq. Ft.** The **BLUE** concrete section is **Approx. 185 Sq. Ft.** For all listed/included sections, to remove existing asphalt/concrete and at this point, to haul it all away. (No leaving millings onsite). **NOTE** - In the **BLUE** section only, the total depth removed is 10" depth, which includes the concrete thickness and additional sub-base material, beneath it. It is assumed to be something other than gravel. In this same **BLUE** section only, to furnish and install 6" of paveable sub-base aggregate, which should then be flush to the surrounding gravel found beneath the asphalt sections already removed. Then, with both **BLUE** and **RED** sections, to clean the overall paving areas of larger asphalt pieces and unwanted debris, as needed. Then, to rough and fine-grade, level and compact existing sub-base aggregate in all included sections. Finally, using commercial grade asphalt, to furnish and install a hot mix asphalt base course and wearing course totaling an **average compacted finished thickness of 4"**. (2.5" of Base course and 1.5" of Wearing course). Anything else requested by the customer, beyond what is stated in this section, will be charged additional time and materials. **\*NOTE\*** - Any additional gravel needed (Determined by the grader operator), would be charged at a set rate of \$40.00 per/ton, which includes delivery and installation. However, it does not include any removal of unwanted material, including base sub-base.

**\$79,000.00**

**CUSTOMER TO CALL MISS DIG, TOLL-FREE AT 811 OR (800) 482-7171 or GO ONLINE @ www.missdig811.org AND THEN CALL OUR OFFICE TO LET US KNOW WHEN IT HAS BEEN STAKED OUT, BEFORE WORK CAN BE DONE.**

**Initial here to acknowledge this MISSDIG clause X\_\_\_\_\_**

**LINE-STRIP** - To Line-stripe as specified: Approx. 40 yellow lines at 20' ea., 3 blue hashes, 5 yellow hashes and 2 handicaps.

**\$500.00**

**Lenawee County R.O.W Permit - (This paving location is located in Lenawee County and the nearby roadways are maintained by the County. The additional permit fee of \$60.00 is added for Right-of-Way permit)**

**\$60.00**

**Special Notes :**

\* Allow at least 72 hrs. of curing time before prolonged periods of parking. Depending on weather conditions, curing time may be less. Allow at least 24 hrs. before driving on new pavement.

\* **If in City/Village/Twp.** limits - **CUSTOMER IS RESPONSIBLE TO OBTAIN A PERMIT (if needed)** AND THE COST THEREOF. FAILURE TO DO SO WILL RESULT IN ADDITIONAL CHARGES PLUS COST OF PERMIT. A COPY OF PERMIT TO BELSON ASPHALT IS REQUIRED PRIOR TO SCHEDULING. All prices are subject to change depending on City Right-of-Way requirements.

THIS PROPOSAL INCLUDES ALL OF THE STANDARD CONDITIONS SET FORTH ON THE TERMS AND CONDITIONS FOR ESTIMATE NO.15751.

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of **\$79,560.00**

**PAYMENT TERMS: 50% down, remainder of balance due at completion of project.**

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Our workers, are fully covered by Workmen's Compensation Insurance. **A SERVICE CHARGE OF 1 1/2% PER MONTH**, which is an annual percentage rate of 18% per annum, will be made on all account balances not paid within 30 days of invoice date, together with costs of collection and attorney fees.

**Note:** This proposal may be withdrawn by us if not accepted within **7** days.

**Authorized Signature:** Thomas A. Stewart

**BELSON ASPHALT WILL MAKE EVERY EFFORT TO MATCH ANY COMPETITORS PRICE, AS LONG AS THE ENTIRE SCOPE OF WORK, I.E. SQ. FT./LIN. FT., COMPACTED THICKNESS, METHODS OF REPAIR, ETC., ARE THE SAME.**

**Phone:** 517-607-9096

**PLEASE SIGN AND DATE AND RETURN ORIGINAL COPY OF THIS PROPOSAL TO BELSON ASPHALT PAVING**

**ACCEPTANCE OF PROPOSAL:** The above prices, specifications and conditions (INCLUDING STANDARD TERMS AND CONDITIONS FOR ESTIMATE NO. 15751) are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made according to the terms listed above.

**Accepted by: Signature:** \_\_\_\_\_

**Date of Acceptance:** \_\_\_\_\_

## STANDARD TERMS AND CONDITIONS

All terms and conditions as set forth below are incorporated into this proposal: Estimate No.15751

- Warranty:** All work is to be completed according to this proposal and done in a workmanlike manner. Unless otherwise stated herein, the customer must provide a properly compacted and stable base upon which any material is to be placed. The only warranties by the contractor will be those specifically stated in writing in this proposal.
- Delays:** The contractor shall not be liable for delays caused by labor disturbances, weather conditions, acts of God, accidents, shortages of available materials and/or supplies, any delay by any government official for approval of the project, or any other cause beyond the contractor's control.
- Property lines:** The customer must designate property lines, and shall be obligated to pay for work performed as ordered even if the work trespasses on other property. No damage to the materials caused by the owner or agent of any property trespassed upon shall be the responsibility of the contractor.
- Timely payment:** Full and complete payment is due and payable upon the completion of the project described herein. The customer agrees to pay billings for partial performance within thirty (30) days of being presented with the same by mail.
- Acceptance:** The customer accepts the performance by the contractor upon opening the completed work for travel or parking. If for any reason the customer opens the work prior to application of the wearing course, the customer shall pay the cost of repair.
- Permits and Legal Forms:** The customer shall pay for any permits or assessments required. The customer shall also execute any forms regarding construction liens as presented by the contractor. The customer shall pay for any permit fees, recording fees, or other fees associated with the forms outlined herein, or shall reimburse the contractor immediately upon presentation of a receipt for the contractor's payment for the same.
- Wet or Unstable Subgrade:** No materials will be placed on a wet, unstable or frozen subgrade. Suitable subgrade is a condition precedent to the contractor's performance of this contract.
- Reflective Cracking:** When surfacing concrete, brick or asphalt pavements, the contractor is not responsible for the reflection of existing cracks or expansion joints which may appear through the new surface.
- Minimum Grade:** The contractor reserves the right to refuse to perform this contract unless minimum grades of 1% are possible to provide for surface drainage. Should the customer wish to continue this contract with a lesser grade, this shall only be done by written instructions, signed by both parties, including a waiver of any warranty or liability of the contractor for waterponding.
- Stockpiling Materials:** The contractor may stockpile materials for the work on the customer's property to the side of the work to be performed, at no cost to the contractor.
- Underground Structures, Utilities or Services:** The customer must advise the contractor of the location of all underground structures, utilities and/or services, including, but not limited to, electric, water or gas lines, buried slabs or footings, septic tanks, sprinkler systems, fuel tanks and filler pipes, wells, etc. The customer, or "MISS DIG" or a private location service, shall mark the same on the surface prior to work being performed by the contractor. The contractor shall be deemed to have notice of such items that are so identified and accurately located. Any additional costs, including labor, to the contractor, resulting from dealing with underground structures, utilities or services that are not identified by the customer, or are inaccurately described or positioned herein by the customer shall be paid by the customer.
- Soil Conditions:** Should the contractor encounter any unusual soil conditions not specifically identified in this contract, the customer shall pay for all extra costs and labor incurred on that account. Before work continues, the customer and the contractor shall identify the problem in writing, outline the additional costs and sign and date the same.
- Hidden Objects:** The customer shall reimburse the contractor for the costs of removing hidden objects not already identified in this contract.
- Zoning Requirements and Other Local Regulations:** The customer must obtain the legal right or authority to pave the property as directed from any zoning administrator or other person in charge of the appropriate ordinances for the government where the work is to be done.
- Warranty on New Driveway:** The contractor shall warranty the workmanship of any new asphalt driveway under this contract for one year. The warranty does not include problems caused by heavy traffic, such as school buses, garbage trucks, fuel trucks, dents or holes caused by flat tires or other weights pressed into the pavement, or by tire marks from power steering, cracking from weather conditions, contamination by petroleum products or breakage of pavement edges that are not properly backfilled.
- Maintenance:** We recommend sealcoating the driveway/parking lot or other work performed within one year of paving in order to protect new asphalt.
- Oral or written modifications:** This contract includes all agreements and representations between the parties. There are no oral representations between the parties, and no written understandings other than those contained herein; EXCEPTING that additional charges without further writings or change orders are permitted where provided elsewhere in this contract, **INCLUDING bids referencing payment per ton of asphalt paving material, which are solely estimates based upon visible conditions, and the customer agrees that if additional asphalt paving material is required by conditions at the site, including, but not limited to, referencing #1 above, the customer shall pay for all asphalt tonnage used at the price stated, bids referencing payment per ton of all asphalt paving material are estimates, based upon visible conditions, and the customer agrees that if additional asphalt paving material is required by conditions at the site, including, but not limited to, referencing #1 above, the customer agrees to pay for all asphalt tonnage used at the price stated, whether or not there is a change order.** OTHERWISE any changes to this contract must be in writing, dated and signed by both parties in order to be legally effective.
- Collections:** It is understood and agreed by the customer that should the customer fail to pay all amounts owed to the contractor in the time and manner outlined herein, the contractor shall have the right to record with the Register of Deeds of the county in which the work was performed a construction lien, which may thereafter be enforced in litigation or foreclosure. . The customer also agrees to further remedies, including agreement that any judgment against the customer resulting from litigation may be a judgment for "claim and delivery". This does not prevent the customer from alleging causes of action or defenses in court against the contractor.
- Attorneys' fees and costs:** If the contractor prevails in any manner in a suit for foreclosure of a lien or other collection against the customer, the customer agrees that the customer will be responsible for the contractor's court costs and interest. The customer also agrees that the contractor shall have the right to recover, as damages, reasonable attorneys' fees incurred by the contractor in any foreclosure a lien or to collect for any sums unpaid and owing by the customer at the time suit or foreclosure is started.
- Time-price differential:** Any additional costs charged to the customer that have the appearance of interest constitute a "time-price differential", being a lawful charge for paying over time rather than at once. No "time-price differential" shall be charged for any timely payment by the customer.

### **LIMITED WARRANTY BY CONTRACTOR**

This pavement is guaranteed against failure due to improper workmanship for a period of one (1) year after construction unless otherwise stated herein or voided as provided in this section or in the sections above. Use of the pavement for other than the stated or intended use or by heavier traffic than that disclosed by the customer will void this warranty. Damages caused by intentional or accidental excavation, fire, flood, gasoline or oil deposits, chemicals, subsurface water, overloading or other misuse shall void this limited warranty. Failure by the customer to timely pay any amounts billed by the contractor will void this warranty. This warranty does not apply to first or intermediate stages of construction, and in no event are concrete bases guaranteed or subject to warranty. **This Limited Warranty is voidable at the option of the Contractor if any work is done on the pavement, including, but not limited to, sealcoating, by any person, company or contractor other than Belson Asphalt Paving Co., Inc., during the warranty period.**



# ESTIMATE #2479

SENT ON:

08/02/2023

**RECIPIENT:**

**Michelle McQueer**

13300 Clinton Road  
Clinton, Michigan 49236

**SENDER:**

**Epic Radon Solutions, LLC**

211 N 1st Street  
Suite 200  
Brighton, MI 48116

**SERVICE ADDRESS:**

13300 Clinton Road  
Clinton, Michigan 49236

Phone: 800-403-8460

Email: info@epicradon.com

Website: www.epicradon.com

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Standard Radon System	<p>Full Installation - standard exterior pipe route via sump basin -or- cored collection point using 3" PVC with an airtight seal around the collection point.</p> <ul style="list-style-type: none"> <li>- Installation and hook up of Standard Radon Fan</li> <li>- Installation of a Pressure Gauge to allow visual indication of the Radon Fan's operation and vacuum pressure.</li> <li>- Cover and seal Sump Basin (if applicable) Using a clear polycarbonate sheet while customizing the lid for existing drainage needs.</li> </ul>	2	\$1,195.00	\$2,390.00
EPICPROMO	Receive an additional \$100 off a Standard Installation!	2	-\$100.00	-\$200.00



# ESTIMATE #2479

SENT ON:

08/02/2023

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Service Agreement	<p>Purpose of the Agreement The client wishes to hire Epic Radon Solutions to provide services relating to Radon Mitigation Services as detailed in this Agreement. Epic Radon Solutions has agreed to provide such services according to the terms of this Agreement. Epic Radon Solutions will provide services specified unless otherwise specified and agreed upon. The client agrees to the following upon acceptance of the service date and/or completion of service. The total cost ("Total Cost") for all Services is due in full by Project Date. The client shall pay the Total Cost to Epic Radon Solutions by online credit card or check payment.</p> <p>Exclusivity: The client understands and agrees that they have hired Epic Radon Solutions exclusive of any other service provider. To provide a high level of satisfaction and quality of service, no other service providers, other than a third party that Epic Radon Solutions hires to complete the Services outlined in this Agreement, are permitted to provide the same or similar services or products, paid or unpaid, at the locations and dates specified in this Agreement.</p> <p>Warranty includes a Transferrable 5-Year Radon fan warranty and lifetime warranty for workmanship. A radon reduction guarantee of 3.9pCi/L or below (with all necessary reduction recommendations completed). Changes to the home's foundation or an addition to the home may void this 3.9 pCi/L radon level guarantee.</p> <p>Copyright Ownership: If any copyrighted work(s) are created as a result of the Services provided by Epic Radon Solutions in accordance with this Agreement, Epic Radon Solutions owns all copyrights in any and all work(s) it creates or produces pursuant to federal copyright law (Title 17, Chapter 2, Section 201-02 of the United States Code), whether registered or unregistered. Any and all products, whether tangible or intangible, produced or created in connection with, or in the process of fulfilling this Agreement, are expressly and solely owned by Epic Radon Solutions and may be used in the reasonable course of business.</p> <p>The client has spent a satisfactory amount of time reviewing Epic Radon Solutions' work and has a reasonable expectation that Epic Radon Solutions will perform the Services in a similar manner and style unless otherwise specified in this Agreement.</p>			



# ESTIMATE #2479

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SENT ON:

08/02/2023

Total

\$2,190.00

\* Non-taxable

This quote is valid for the next 30 days, after which values may be subject to change.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# R.D. Kleinschmidt, Inc.

We Build Our Reputation Around Your Home.

19860 Sharon Valley Road

Manchester, Michigan 48158

Phone: (734) 428-8836

email: info@rdkleinschmidtinc.com

Fax (734) 428-1030 Proposal #

80930

# PROPOSAL

TO  10990 Clinton Rd  Manchester, MI 48158  Salesman: Jim Smith	PHONE 734-223-2766	DATE 5/7/2023
	JOB NAME / LOCATION 13300 Clinton Rd Clinton, MI 49236	
	JOB NUMBER	JOB PHONE

We hereby submit specifications and estimates for:

### Gutters: Entire Church

\*\* Provide and install 5" k-style aluminum guttering with baked-on enamel finish

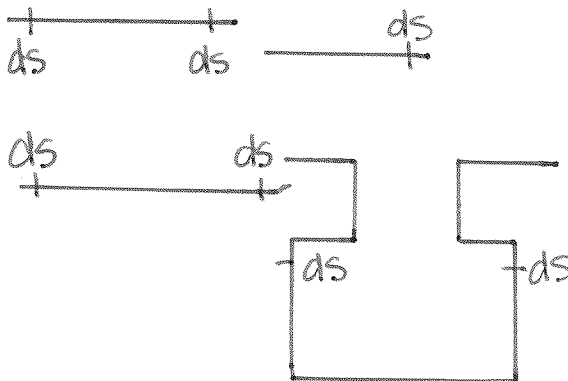
\*\* Provide and install 4" aluminum downspouts as per drawing below

\*\* Clean up and dispose of all job related debris upon completion of work

\*\* Price: \$3,600.00

SPECIFY COLOR: ~~X~~ \_\_\_\_\_

NOTE: To replace rotten fascia would cost \$18.00 per lineal foot.



A 5 Year Warranty on Workmanship by Installer. A 30 Year Prorated Warranty on Material by Manufacturer.

We Propose hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of: **Three Thousand Six Hundred 00/100\*\*\*\*\*** dollars (\$ **3,600.00** ).

Payment to be made as follows:

**Balance on Completion**  
**3 % Charge For Using Credit Cards**

**If this proposal is acceptable to you, please sign, date and return both copies to us within 30 days. We will then sign and return one copy to you.**

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature ~~X~~ \_\_\_\_\_

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_



**RG WAHL-ROEHM  
HEATING & COOLING LLC**

8423 BOETTNER RD  
SALINE, MI 48176-9643  
USA



**QUOTATION**

Quote Number: 4615  
Quote Date: Jul 7, 2023  
Page: 1

Voice: 734-429-7250  
Email: roehmhvac@yahoo.com

Quoted To:
BRIDGEWATER TOWNSHIP HALL c/o CLERK 10990 CLINTON RD MANCHESTER, MI 48158

Service Location:
PROPOSED PROPERTY PURCHASE CLINTON ASSEMBY OF GOD 13300 CLINTON RD CLINTON, MI 49236

Customer ID & Phone No.	Good Thru	Payment Terms	Sales Rep
B129 734-709-8091	8/6/23	Net 15th of Next Month	STEPHEN L. ROEHM
Qty	Description	Amount	
	QUOTATION TO REPAIR SECOND BOILER SYSTEM. *****		
1.00	INDUCER MOTOR BURHAM RV6 1/15HP 115V PACKARD 66056	881.37	
2.00	EXTROL TANK-30; 4.4g TANK ONLY	183.46	
2.00	AMTROL 700-C 1/8" AIR VENT - AUTO BLEED	51.46	
1.00	GRUUPS15-58FC, 1/2HP CI PUMP 3-SPD 115V FLANGED HOUSING	183.83	
1.00	FREIGHT CHARGES	24.00	
8.00	SERVICE LABOR *****	815.00	
1.00	*SIGN & DATE TO APPROVE QUOTE. SCAN AND EMAIL BACK TO ROEHMHVAC@YAHOO.COM SIGNATURE: _____ DATE: _____		

<b>WE LOOK FORWARD TO WORKING WITH YOU</b>	<b>TOTAL INCLUDING TAX</b>	<b>2,139.12</b>
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**WE ACCEPT ALL MAJOR CREDIT CARDS;  
VISA - MASTERCARD - DISCOVER - AMX**



# Signature Contract



Signature  
Service

**ACCOUNT NAME &  
ADDRESS**

CLINTON ASSEMBLY OF GOD  
13080 CLINTON ROAD  
CLINTON, MI 49236

**CUSTOMER NAME &  
CONTACT INFO**

Laurie Framhart  
bridgewaterwpsupervisor@yahoo.com

## CONTRACT SUMMARY



**RELIABILITY &  
RESPONSIVENESS**

Details concerning the level of coverage you have along with Otis' method for ensuring timely dispatching and parts availability to meet your needs



**COMMUNICATION**

Summary of the many ways for you to communicate with us and receive information from us



**SAFETY &  
ENVIRONMENT**

Safety is our number one priority- this section includes an outline of safety features and activities pertaining to your equipment



**SCHEDULE &  
CLARIFICATIONS**

Terms and conditions about our regular working hours, insurance coverage and legal requirements



**PAYMENT &  
ACCEPTANCE**

Price and term of agreement followed by the signatory area and billing information

**COVERAGE TERMS**

Price : \$90.00 per month, payable annually in advance  
Duration : five (5) year(s)

**DELIVERING THE PROMISE**

*We look forward to delighting you with world class service.*

# Otis Lubricate and Survey

7/7/2023

**CUSTOMER NAME**

CLINTON ASSEMBLY OF GOD  
13080 CLINTON ROAD  
CLINTON, MI 49236

**OTIS ELEVATOR COMPANY**

ONE JACKSON SQUARE, RM B50  
JACKSON, MI 38301

**PROJECT LOCATION**

CLINTON ASSEMBLY OF GOD  
13080 CLINTON RD  
CLINTON, MI 49236

**PROPOSAL NUMBER**

QTE-001689068

Otis Elevator Company or "we" agree to furnish Otis Lubricate and Survey Service to Customer or "you" on the equipment ("Units") described below as set forth in this Contract.

## EQUIPMENT DESCRIPTION

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
1	Hydraulic	OTIS		F81767

**CONTRACT PRICE**

The contract gross price is ninety dollars (\$90.00) per month, payable annually in advance.

**TERM & RENEWAL**

The Commencement Date will be 8/1/2023. The initial term of this Contract will be for five (5) year(s) beginning on the Commencement Date.

This Contract will automatically renew for successive five (5) year terms unless terminated by either party by giving written notice to the other party at least 90 days, but no more than 120 days prior to the end of the then-current term.

**PAYMENT**

Payments will be due and payable on or before the first day of each year for the term of the Contract, in accordance with the payment instructions on your invoice. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

**INVOICE DELIVERY**

The standard method of invoice delivery is via email. Please provide your email address(es) in the bill to section of this document. You agree to immediately update us with any changes to the invoice delivery email address(es).

## **AUTOPAY**

Visit <https://otis.payinvoicedirect.com> to register for autopay to automatically debit your bank account for your invoice payments.

## **PRICE ADJUSTMENT**

The Contract Price will be adjusted on the Commencement Date anniversary or as of the effective date of any labor rate increase by the percentage increase in the straight time hourly labor cost under the International Union of Elevator Constructors. The term "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is maintained. In addition, Otis may adjust the Contract Price as a result of any substantial changes in service expenses, including but not limited to expenses in connection with fuel, waste disposal, environmental requirements, cost of materials, changes to government regulations or other administrative costs. If the price adjustment date and billing frequency do not align, the price adjustment date will be changed to ensure continued alignment with the billing frequency.

## **SURVEY**

We will conduct an annual survey of the Units and provide a written report to you.

## **REGULAR VISITS**

We will use trained personnel directly employed and supervised by us to visit the Units at a quarterly frequency.

## **INCLUDED IN VISITS**

The visits will consist of lubrication of the following parts when conditions warrant:

- Machine bearings, gears, pumps, pump motors, operating valves, valve motors and leveling valves.
- Selectors, governors, governor sheaves, governor tension frame sheave assemblies and compensating sheave assemblies.
- Door operators, car door hangers, hoistway door hangers, and interlocks.
- Safeties, car and counterweight guide rails, and car and counterweight guide shoes including rollers and gibs.

## **CUSTOMER REPRESENTATIVE**

As a service to you, and at your request, an Otis representative will be available to discuss with you about modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMSTM program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn and you agree to not hold or seek to hold Otis responsible or liable whatsoever in connection with, arising out of, or related to any recommendation or alleged duty to or failure to warn.

## **REPORTS – CUSTOMER PORTAL**

We will, at your request, provide you access to the Customer Portal, our proprietary customer interface that permits you to access electronic records of repair, completed maintenance procedures and service call history for the Unit(s) during the prior twelve (12) months. You will be responsible for obtaining Internet access to use the Customer Portal.

## **SAFETY**

Except as expressly stated otherwise in this Contract, the ASME A17.1 Code ("Code" or "Elevator Code") may require tests including, among others: annual no load test; annual pressure relief valve test; and full load, full speed tests of safety mechanisms, over-speed governors, car buffers and other parts. These and

other tests are not included in the Contract. You agree to conduct and pass any and all required tests on the Units at no costs to us and that this is a material duty. You agree to keep a record of such tests and to provide this record to Otis. We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

### **FIREFIGHTERS' SERVICE TEST**

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors. If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building and or you will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes. If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service for an additional charge on an open order basis. You will be responsible for the costs associated with such testing and service.

### **24 – HOUR DISPATCHING**

Otis will, at your request, provide you with access to the Customer Portal and our OTISLINE™ 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on the Customer Portal or through an OTISLINE™ customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as chargeable service request. Any service required outside of normal working hours will be billed to you in accordance with the work schedule detail below.

### **NORMAL HOURS**

All visits will be performed during the regular working hours of our regular working days for the examiners who perform the service. If overtime services are later requested by you, you agree to pay extra at our regular billing rates or overtime rates, as may be applicable.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

### **OVERTIME SERVICE REQUESTS**

Service requests outside of regular working hours will be billed at standard overtime rates.

### **SPECIAL PROVISIONS**

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict: If at anytime during the term of this agreement your elevator testing becomes overdue, we will complete the required testing and invoice separately as needed.

### **EXCLUSIONS**

Lubrication of parts that are not listed above is specifically excluded. This Contract does not cover adjustments, cleaning, repairs, or any service requests (including but not limited to regular or emergency service requests). If any of these services are later requested by you, you agree to pay extra at our regular or overtime billing rates as applicable, including costs associated with travel time and other expenses. No service other than that specifically mentioned is included or intended.

### **OTIS SERVICE EQUIPMENT, SOFTWARE, AND ANALYTICS**

Any counters, meters, tools, machinery, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the Contract or service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this Contract. Otis grants to you the non-exclusive right to use this software only for operation of the units for which the part was provided. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, disassemble, decompile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this Contract by the transferee.

Otis may at its sole and absolute discretion employ remote diagnostics and predictive analytics to provide customized service and improve efficiency and increase your satisfaction ("Otis Service Software" or "Service Software"). The Otis Service Software is an Otis trade secret deployed pursuant to your service contract to enhance our efficiency and your experience with Otis service. The data generated by these Otis service diagnostic and predictive analytical tools shall be and remain the property of Otis. You agree to keep the Service Software in confidence and proprietary to Otis. You will not permit others to use, access, examine, copy, disclose, reverse engineer, decompile or disassemble the Service Software for any reason. Upon termination of this Contract, regardless of the reason, Otis may disable either remotely and/or via onsite visit (which you hereby permit) such Service Software. You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy of such software.

### **MAINLINE DISCONNECTS**

You agree to engage a qualified electrician on an annual basis to service the elevator mainline disconnects located in the elevator equipment room.

### **ACCESS**

You agree to provide us with a safe workplace as well as unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, debris, and other potentially hazardous conditions.

### **ENVIRONMENTAL PROTECTION**

Otis has practices in place to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request. You assume responsibility for and agree to remove and remediate any waste or hazardous materials including but not limited to hydraulic oil spills, asbestos, or other hazardous materials in accordance with applicable laws and regulations.

### **MALFUNCTIONING UNITS OR DANGEROUS CONDITIONS**

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE™ service. Until the problem is corrected and the malfunction or dangerous condition is eliminated, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

## **INSTRUCTIONS / WARNINGS**

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

## **LOCK OUT / TAG OUT (“LOTO”)**

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an “outside employer”) and its customer (an “on-site employer”) must inform each other of their respective lock out/tag out (“LOTO”) procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at [www.otis.com](http://www.otis.com) by clicking on “Tools & Resources” on the home page, selecting “Lockout Tagout Policy” under the “Safety Information” column and downloading the “Lockout Tagout Policy Otis 6.0” and “Mechanical Energy Policy Otis 7.0,” or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.

## **WIRING DIAGRAMS**

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment as set forth in this Contract. Otis shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

## **SERVICE TOOLS**

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

## **RESPONSIBILITY FOR THE UNITS**

It is agreed that Otis does not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

## **CODE VIOLATIONS**

You assume responsibility for the cost of correcting all Elevator Code violations existing as of the Commencement Date, as well as throughout the duration of the Contract. If such Elevator Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may, in addition to any other remedies resulting from material breach of your obligations hereunder, with respect to the equipment not meeting Elevator Code requirements, cancel and remove such equipment from this Contract without penalty to Otis by providing thirty (30) days written notice.

## **THIRD PARTY INTERFACE**

Should you require us to interface with a third party, Otis will add an appropriate fee to cover the additional cost associated with this service.

## **ELECTRICAL AND LIGHTING REQUIREMENTS**

You agree to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits.

## **ACCIDENT**

You will provide Otis with written notice within twenty-four (24) hours after occurrence of any accident or incident in or about the elevator (s) and/or escalator(s) that leads to any injury or is alleged to cause any

injury. You will provide such written notice to us, and if required by law, to any local authorities. You further agree to preserve any parts that are replaced after such an incident.

### **ENTRAPMENT**

In the event of an entrapment, you will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. You agree that your agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway. Any entrapment responded to by Otis shall be treated as a chargeable service request unless otherwise deemed covered under this Contract by Otis.

### **ALTERATIONS**

You will not allow others to make alterations, additions, adjustments, or repairs to the units.

### **PRIVACY**

The products and/or services being provided may result in the collection of Personal Information. The Parties will comply with applicable Data Privacy Laws as they pertain to personal information processed in connection with activity under this Contract. "Personal Information" shall mean information and data exchanged under this Contract related to an identifiable natural person. "Processing" of Personal Information shall mean the operation or set of operations whether automated or not, performed on Personal Information such as collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, sharing or erasing. "Controller" shall mean the party that determines the purposes and means of processing Personal Information. With respect to any Personal Information provided by you to Otis, you shall be the Controller and you warrant that you have the legal right to share such Personal Information with Otis and you shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law. Once you have lawfully provided Personal Information to Otis, you and Otis shall become co-Controllers. Otis may share such Personal Information internally, across borders and with service providers in accordance with applicable Data Privacy Laws. Otis may transfer information subject to corporate rules of its parent company. Otis may store Personal Information provided by you on servers located and accessible globally by Otis or its parent and their services providers. The parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each party shall notify the other in the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs. Should either party receive in any form, (i) a complaint or allegation indicating a violation of applicable data privacy law, (ii) a request seeking access to correct or delete Personal Information or (iii) an inquiry or complaint related to the processing of personal information, said party shall take reasonable commercial steps to immediately notify the other party.

### **PURCHASE ORDERS**

Any purchase order issued by you in connection with services to be provided by Otis shall be deemed to be issued for your administrative or billing identification purposes only, and shall not be binding upon Otis under any circumstance. The parties agree that the terms and conditions contained herein will exclusively govern the services to be provided.

### **MATERIAL BREACH BY CUSTOMER**

Failure to pay any sum due by you within sixty (60) days will be considered a material breach under this Contract. You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month (18% per annum), or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, legal fees) incurred by us to collect any overdue amounts. In addition, the following events shall constitute a



material breach of your obligations under this Contract: (1) failure to notify Otis of a dangerous condition or malfunction, or for a Unit that has a dangerous condition or is malfunctioning, to take the unit out of service; (2) failure to provide unrestricted and safe access to all areas of the building in which any part of the Units are located; (3) failure to provide a safe workplace or failure to adhere to our safety requirements; (4) failure to remove hazardous waste; (5) failure to adhere to lock-out/tag-out procedures; (6) failure to upgrade, improve or modernize the Units if Otis reasonably determines that such Units are unsafe to employees, inspectors or the riding public without such upgrades, improvements or modernization; and/or (7) failure to correct Elevator Code violations. In the event of a material breach by you, Otis shall be entitled to immediately suspend the affected Units or terminate service without prejudice to Otis, at its sole discretion.

### **TERMINATION FOR CUSTOMER'S BREACH**

If this Contract is terminated for your material breach or for any reason other than our own default, you agree to immediately pay as liquidated damages, fifty percent (50%) of the remaining amount due under the current term of this Contract. The parties agree that quantifying Otis' losses arising from your material breach or premature termination would be difficult and uncertain, and further agree that the agreed upon formula is not a penalty, but rather a reasonable measure of Otis' damages which are based on Otis' experience in the elevator service industry and the losses that may result from such premature termination or material breach of this Contract.

### **TRANSFER OF INTEREST IN PROPERTY**

In the event that you sell the property or your interest in the property is terminated prior to the expiration of the Contract, you agree to undertake best efforts to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this Contract. If the new owner or successor fails to assume your obligations under the Contract, then you agree immediately to pay to Otis fifty percent (50%) of the remaining amount due under the unexpired term of the Contract as liquidated damages. The parties agree that quantifying Otis' losses arising from the failure of the new owner or successor to assume this Contract would be difficult and uncertain, and further agree that the agreed upon formula is not a penalty, but rather a reasonable measure of Otis' damages which are based on Otis' experience in the elevator service industry and the losses that may result from such failure to assume upon a transfer.

### **FORCE MAJEURE**

Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.

### **LIMITATION ON DAMAGES**

Other than as specifically set forth above, under no circumstances (including third party claims) will either party be liable for any indirect, special, or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

### **INDEMNITY**

Otis shall indemnify you for damages related to accidents and injuries to persons or property only when adjudged to have been caused by Otis' sole negligence or willful misconduct. In all other instances, you shall defend, indemnify, and hold Otis harmless against all, damages, losses, costs, and expenses (including reasonable legal fees) in connection with any claims, demands, suits or proceedings made or brought against Otis arising out of or connected with the use, repair, maintenance, operation or condition of the Units or your obligations under, or material breach of, this Contract.

### **THIRD PARTIES**

We are not obligated to comply or contract with any 3rd party vendors or execute vendor forms not in alignment with our contract terms. While we are not obligated, to the extent that we agree to work with the third party vendor, it will be for administrative purposes only and any costs associated will be passed through to customer. In the event of a conflict between the terms and conditions of this agreement and vendor agreement, this document will prevail.

### **CONFIDENTIALITY**

Customer shall not disclose to any third party the terms of this Contract except as required by law or as necessary for the purposes of obtaining professional legal or accounting advice. This confidentiality provision is an integral part of this Contract and is a material condition upon which this Contract is based and shall survive the termination of this Contract.

### **ENTIRE CONTRACT**

This Contract constitutes the entire and exclusive agreement between us for the services to be provided and your authorization to perform as outlined herein. Except as otherwise expressly stated herein, all prior or contemporaneous oral or written representations or agreements regarding the subject matter herein not incorporated herein will be superseded.

This Contract will be deemed voidable, even after execution, if it is determined at Otis' discretion that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.

### **OUT OF SCOPE SERVICES**

To the extent that work order or purchase order numbers are required for work not included in the scope of this agreement, you agree to provide the required information at the time of service request. Failure to provide all required valid information at the time of the service request does not release your obligations to make payment for completed out of scope services in accordance with the payment terms of this agreement.

### **AMENDMENT**

This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed by an authorized representative of Otis.

**SUBMITTED BY:** Brandon Cousino  
**TITLE:**  
**E-MAIL:** Brandon.Cousino@otis.com

Accepted in Duplicate

**CLINTON ASSEMBLY OF GOD**

Otis Elevator Company

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signed:

Signed:

\_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Company Name: CLINTON ASSEMBLY OF GOD

Principal, Owner or Authorized Representative of  
Principal or Owner

Agent \_\_\_\_\_

BILL TO INFORMATION	ACCOUNTS PAYABLE CONTACT
Company Name: CLINTON ASSEMBLY OF GOD	Name: Laurie Framhart
Address: 13080 CLINTON ROAD	Phone Number:
Address 2:	Email: bridgewaterwpsupervisor@yahoo.com
City: CLINTON	Email Address for Invoice Delivery:
State:	Email Address for Statement Delivery (if different from above):
Zip Code: 492369629	

**TAX STATUS**

Are you tax exempt? (Check one)

<b>Yes</b>	<b>No</b>
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If yes, please provide tax exempt certificate

**PURCHASE ORDER & WORK ORDER REQUIREMENTS**
**Contractual Services**

Do you require a Purchase Order to be listed on your invoices for this service agreement (Check one)?

<b>Yes</b>	<b>No</b>
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If yes to above, please provide contact for PO renewal:

**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Purchase Order Expiration Date:** \_\_\_\_\_

**Purchase Order Number:** \_\_\_\_\_

**Purchase Order Renewal Frequency (Check one)**
**Monthly**
**Quarterly**
**Annual**

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**NON-CONTRACTUAL SERVICES**
**Yes          No**

Do you require a Purchase Order to be listed on your invoices for work NOT included in this service agreement (Check one)? (If a purchase order is required for service calls to be billed, service calls will not be dispatched without a PO except in the event of an entrapment)

--	--

If providing a blanket PO, please provide PO# and value:

**PO#          Value**

--	--

**WORK ORDER MANAGEMENT**
**Yes          No**

Do you require enrollment in a workorder management system?

--	--

Please provide system name:

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**CERTIFICATE OF INSURANCE**
**Yes          No**

Do you require a certificate of insurance?

--	--

If yes to above, please provide the below for your certificate of insurance:

**Certificate Holder Name:**

---

**Certificate Holder Address:**

---

**Email address for delivery of certificate:**

(If not provided, the certificate will be sent out via standard mail to the certificate holder address)

---

**Yes          No**

Do you require upload of your certificate to a third party site?

--	--

If yes, please provide site name:

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# Commercial Services Agreement

Customer Name Bridgewater Township Date 7/1/23

Billing Address 13300 Clinton rd

City Clinton State Mi Zip Code 49236 Phone (734)223-2766

### I. INTENT

- A. This Agreement is intended to constitute a mutual understanding between Bridgewater Township (hereinafter the Customer) and Orkin, LLC (hereinafter "Orkin").
- B. The specifications indicate services to be rendered by Orkin at the building(s) and premises of the Customer located at (service address):

County Name: Clinton Is this within city limits  Yes  No  Food Safety with GM QA  Health Care  Health Care with GM QA

### II. SCOPE AND NATURE OF WORK

- A. Orkin agrees to provide service for the following pests (the "Covered Pests")  Roaches  Common ants  Rats and mice  Pharaoh ants\*  Common spiders  Flies  Odor  Other  Actizyme: Odor Neutralizer  Fly Foam Service  Other \_\_\_\_\_  
Service means the periodic treatment to help control/combat the Covered Pests. Service cannot guarantee the Covered Pests will not return, but if they do, Orkin will retreat, as set out under the Triple Guarantee attached hereto and incorporated into this Agreement. \*Additional per service charge required to cover these ants.
- B. **Service Exclusions.** Services Requiring a Separate Agreement: The Customer understands that this Agreement does not cover other pests including, but not limited to: Carpenter Ants, Fire Ants, Tawny Ants, Bed Bugs, Bat Bugs, Brown Recluse Spiders, Mosquitoes, Stored Product Pests, Birds, Wildlife, Termites and other wood destroying organisms, or mold like conditions. Service for these pests requires a separate agreement or addendum. The requirement of a separate agreement or addendum can not be waived by the Customer or any employee or agent of Orkin. This exclusion can not be waived by the Customer or any employee or agent of Orkin.

### III. CUSTOMER OBLIGATIONS

- A. The Customer shall extend all reasonably necessary cooperation to ensure satisfaction from pest services, including: availability of premises; appropriate sanitation, and corrective construction measures.
- B. Whenever conditions conducive to the breeding and harborage of pests covered by this Agreement are reported to the Customer in writing by Orkin, the Customer shall take the necessary steps to correct such conditions.
- C. The Customer is responsible for communicating with all persons in the premises about the treatments and the nature of services offered hereunder; moreover, the Customer acknowledges that it has no information, or has communicated to Orkin in writing any information it does have, that any persons in the premises have any medical condition or sensitivity which may be affected by the services contemplated by this agreement.
- D. Should the Customer discover any covered pests during the term of this Agreement, they must follow the applicable notification and documentation processes as set out in the scope of service, provided by Orkin.
- E. Failure of the Customer to take necessary steps to correct conditions reported to it or to otherwise comply with the Customer Obligations in Section III will relieve Orkin of its obligations under the Triple Guarantee and will permit Orkin, at its discretion, to terminate this Agreement with sixty (60) days written notice.

### IV. SERVICE SCHEDULE

- A. Orkin service representative shall service the Customer (service frequency):  1 Time  2 Times  4 Times per month  Other \_\_\_\_\_  
All areas requiring attention shall be treated as deemed necessary by Orkin.
- B. Orkin representatives shall make additional visits and treatment as they are deemed necessary at no additional charge. Such service visits shall also be made promptly when requested by a designated representative of the Customer.

### V. TERMS AND PRICE INCREASES:

- A. This agreement shall be effective for a period of  1  2  3 years from the date hereof, and thereafter the term shall automatically renew for additional terms of one (1) year. This agreement can be cancelled by either party by giving written notice of termination at least 60 days prior to the end of the applicable term then in effect.
- B. For multiple year agreements, the service charge will not increase for two years after the initial treatment. Thereafter, and for all non-multiple year agreements, Orkin shall have the right to increase the service charges effective anytime after the anniversary date of the initial treatment.

### VI. PAYMENT

- A. The cost of the services described herein shall be \$ 325.00 plus tax of \$ 0.00 for the initial service and \$ 75.00 plus tax of \$ 0 per service thereafter for a period of (12) months. You will receive an invoice in the month serviced. Payment shall be due upon receipt of invoice.

### VII. MATERIALS

The materials used to control pests in and around Customer's premises shall be used in accordance with each product's label and specifications and in conformance with applicable Federal, State and Local laws and regulations.

### VIII. RELEASE AND LIMITATION OF LIABILITY:

- A. Customer expressly releases Orkin from liability for any claim whatsoever including, but not limited to, personal injury (including stings or bites from fire ants, spiders, or any other pests) or property damage (to include the structure or contents) unless caused by the gross negligence or willful misconduct of Orkin. The Customer agrees that under no circumstances shall Orkin be liable for any amount greater than the amount paid by the Customer to Orkin for the services to be provided at the affected location(s).
- B. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR ANTICIPATED PROFITS, PRODUCTION DELAYS, BUSINESS INTERRUPTION, OR LOSS OF REPUTATION OR GOODWILL.

### IX. EQUIPMENT REPLACEMENT

- A. The Customer agrees to use the leased equipment or Orkin provided equipment (the "Equipment") in a proper manner and upon the cancellation of this Agreement to return the Equipment in good condition, usual wear and tear excepted. All Equipment (which includes rodent barrier equipment, air products, or insect light traps) that is damaged, lost or destroyed on the Customer's premises will be replaced and charged to the Customer. Charges will be in accordance with the current existing equipment costs, unless such loss or damage was caused by Orkin's own negligence. Orkin shall retain ownership of leased components.
- B. Upon termination of this Agreement for any reason, the Customer agrees to make the leased components available to Orkin. At Orkin's discretion, Orkin may in a lawful manner and without breach of the peace, enter upon the Customer's premises, take possession of and remove the leased components. Orkin will not be responsible for any damage to the Customer's property upon removal of the leased components except such damage solely caused by Orkin's negligence.

### PAYMENT SUMMARY

<b>1. INITIAL SERVICE PAYMENT</b>	
a. Initial / Start-up Service .....	\$ <u>325.00</u>
b. One-Time Charges .....	\$ _____
c. Product Sales .....	\$ _____
d. Sales Tax (if applicable) .....	\$ _____
TOTAL (1a + 1b + 1c + 1d) .....	\$ <u>325.00</u>
<b>2. RECURRING SERVICE CHARGES</b>	
a. Per Service Treatment Charge .....	\$ <u>75.00</u>
b. Sales Tax (if applicable) .....	\$ _____
TOTAL (2a + 2b) .....	\$ <u>75.00</u>
<b>3. RECURRING LEASE SERVICE CHARGES</b>	
a. Leased Component Charges .....	\$ _____
<input type="checkbox"/> Sconce <input type="checkbox"/> Standard <input type="checkbox"/> Industrial <input type="checkbox"/> AutoFresh <input type="checkbox"/> Actizyme: Odor Neutralizer <input type="checkbox"/> AirRemedy™ <input type="checkbox"/> AirRemedy Alpha <input type="checkbox"/> AirRemedy Beta <input type="checkbox"/> AirRemedy Gamma <input type="checkbox"/> AirSpa™ <input type="checkbox"/> AirSpa Alpha <input type="checkbox"/> AirSpa Beta <input type="checkbox"/> AirSpa Gamma <input type="checkbox"/> Other _____	
b. Sales Tax (if applicable) .....	\$ _____
TOTAL (3a + 3b) .....	\$ _____
INITIAL SERVICE INVESTMENT (Total of 1a, b, c, d + 3a + b) .....	\$ <u>325.00</u>
RECURRING SERVICE/LEASE PAYMENT (Total of 2+3) .....	\$ <u>75.00</u>

### METHOD OF PAYMENT:

CASH  CHECK  PAYMENT OPTION FORM  P.O. # \_\_\_\_\_

I have read and understand all the terms of this Agreement on the reverse side.

**Felicia Markley**

**6979473**

Inspector Name (PRINT)

Employee ID # or Certification #

**(517) 462-2029**

Branch Telephone Number

**352 Willowbrook Rd.**

Branch Street Address

**Coldwater**

City

**MI**

State

**49036**

Zip Code

**7/1/23**

Date

Customer Email: [bridgewaterwpsupervisor@yahoo.com](mailto:bridgewaterwpsupervisor@yahoo.com)

**7/1/23**

Date

Branch Management Signature

162181APP (rev 5.22)

Customer's Signature

OFFICE COPY

- X. INSURANCE:** Upon request, Orkin shall furnish to the Customer a certificate of liability insurance coverage in effect.
- XI. CHEMICAL INFORMATION WARNING:** Virtually all pesticides have some odor which may be present for a short time after application. At your request, Orkin will provide information about the chemicals to be used in treating the premises.
- XII. DISPUTE RESOLUTION:** (A.) Mediation/Arbitration: ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES PERFORMED BY ORKIN UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT, REGARDLESS OF WHETHER THE CONTROVERSY OR CLAIM AROSE BEFORE OR AFTER THE EXECUTION, TRANSFER OR ACCEPTANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY TORT AND STATUTORY CLAIMS, AND ANY CLAIMS FOR PERSONAL OR BODILY INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY, SHALL BE SETTLED BY BINDING ARBITRATION. UNLESS THE PARTIES AGREE OTHERWISE, THE ARBITRATION SHALL BE ADMINISTERED UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AND SHALL BE CONDUCTED BY AAA. IF ADMINISTERED UNDER THE AAA RULES, A CLAIM SHALL BE DETERMINED UNDER THE AAA SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES IN CASES WHERE SUCH PROCEDURES ARE APPLICABLE. ANY OTHER CONTROVERSY OR CLAIM SHALL BE DETERMINED UNDER THE AAA COMMERCIAL ARBITRATION RULES. THE CUSTOMER AND ORKIN AGREE THAT THE ARBITRATOR SHALL FOLLOW THE SUBSTANTIVE LAW, INCLUDING THE TERMS AND CONDITIONS OF THIS AGREEMENT. EITHER PARTY HAS THE RIGHT TO REQUIRE A PANEL OF THREE (3) ARBITRATORS, BUT IN THE ABSENCE OF THE PARTIES' AGREEMENT, THE REQUESTING PARTY SHALL BE RESPONSIBLE FOR THE COST OF THE ADDITIONAL ARBITRATORS. EITHER PARTY MAY REQUEST AT ANY TIME PRIOR TO THE HEARING THAT THE AWARD BE ACCOMPANIED BY A REASONED OPINION. THE AWARD RENDERED BY THE ARBITRATOR(S) SHALL BE FINAL AND BINDING ON ALL PARTIES, EXCEPT THAT A PARTY MAY WITHIN 30 DAYS OF THE ORIGINAL AWARD REQUEST AN ARBITRAL APPEAL TO AN APPEAL TRIBUNAL, CONSTITUTED IN THE SAME NUMBER AND BY THE SAME PROCESS AS THE INITIAL ARBITRATOR(S). THE APPEALING PARTY SHALL BE RESPONSIBLE FOR THE FILING FEE AND OTHER ARBITRATION FEES AND COSTS SUBJECT TO AWARD BY THE APPEAL TRIBUNAL UNDER APPLICABLE LAW. THE APPEAL TRIBUNAL SHALL REVIEW ALL QUESTIONS OF LAW AND FACT UNDER A CLEARLY ERRONEOUS STANDARD. THE AWARD OF THE APPEAL TRIBUNAL SHALL BE FINAL AND BINDING. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT HAVING JURISDICTION THEREOF. CUSTOMER AND ORKIN ACKNOWLEDGE AND AGREE THAT THIS ARBITRATION PROVISION IS MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE AND SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT. BEFORE HAVING RECOURSE TO ARBITRATION, CUSTOMER AND ORKIN EACH AGREES TO TRY IN GOOD FAITH TO SETTLE ANY CONTROVERSY OR CLAIM BY AT LEAST FOUR (4) HOURS OF MEDIATION ADMINISTERED UNDER THE AAA COMMERCIAL MEDIATION RULES WITH ORKIN AGREEING TO PAY THE COSTS OF THE MEDIATION. THE AAA MAY BE CONTACTED AT THE TOLL-FREE NUMBER 800.778.7879, OR THROUGH THE FOLLOWING WEBSITE: <http://www.adr.org>. (B) Class Action Waiver: ANY LEGAL PROCEEDING OF ANY NATURE MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR MULTIPLE PLAINTIFF OR SIMILAR REPRESENTATIVE PROCEEDING.
- XIII. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties with respect to the Services and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. Unless otherwise expressly provided herein, no changes, alterations, or modifications to this Agreement shall be effective unless in writing and signed by the respective parties hereto, no dealings between the parties or customs shall be permitted to contradict, vary, add to, or modify the written terms of this Agreement. If any term or provision, or portion thereof, is deemed to be invalid or unenforceable under applicable law, this Agreement shall be considered divisible as to each such term or provision, and such unenforceable term or provision shall not affect any other term or provision of this Agreement, and the remaining terms and provisions of this Agreement shall remain binding and be construed and enforced accordingly. This Agreement is the product of negotiations between the Parties and shall be construed without regard to any presumption or rule requiring adverse construction or interpretation against either Party.
- XIV. FORCE MAJEURE:** Orkin will be relieved of its obligations and may terminate this Agreement upon providing sixty (60) days' written notice if any of the obligations set forth in this Agreement are not met by the Customer, or in the event of a change in state or federal law that materially affects Orkin's obligations under this Agreement. Moreover, Orkin may terminate if it cannot perform its responsibilities due to (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats, or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; (i) unavailability of pesticides or other supplies for ordinary sources, and (j) shortage of adequate power or transportation facilities.



## ORKIN COMMERCIAL SERVICES TRIPLE GUARANTEE

### 1 2x24 Response Guarantee

When you see a pest, you need service right away – 365 days a year. Orkin makes it easy with a direct priority line to our national customer service department and to your local branch. **We'll respond to your request within 2 hours and if needed have someone on-site at your facility within 24 hours – guaranteed.**

### 2 Reimbursement Guarantee\*

Should your company be fined by a regulatory agency due solely to a pest infestation, Orkin will reimburse you for the amount of those fines that are paid.

#### RESTAURANT AND HOSPITALITY PRECISION PROTECTION™ CUSTOMERS:

Should your customer see a roach, rat or mouse in your establishment after 60 days of service, Orkin will:

- Repay, either you or the customers as appropriate, the reasonable charges incurred by the customer at time of sighting.
- Invite the customer back as Orkin's guest for a meal or room charge, as appropriate.

#### FOOD SAFETY PRECISION PROTECTION™ CUSTOMERS:

As a Food Safety Precision Protection customer, we stand behind you during your food safety audits. In the unlikely event that you fail your third-party food safety audit solely due to the pest management portion, Orkin will immediately develop and implement an action plan to address gaps noted by the auditor and will pay for that auditing company to come back and re-audit your facility within 60 days of the initial audit.

### 3 360° Satisfaction Guarantee

With Orkin, your satisfaction is guaranteed on all sides with three unique 60-day guarantees.

- ◆ **60 days complimentary service if you're not satisfied with the way we begin our service** – After you choose Orkin, we provide a 60-day guarantee of our service. If you're not satisfied after the first 60 days, we reimburse you in full.
- ◆ **60 days complimentary service if you're not satisfied at any time thereafter** – At any time, if you are not completely satisfied with results of your regularly scheduled service, Orkin will provide complimentary service for up to 60 days until you're satisfied.
- ◆ **60 days complimentary regular service by another provider if you're still not satisfied** – If you are still dissatisfied after 60 days of Orkin's complimentary service and you wish to cancel our service, we will pay for the first 60 days of regular service by another provider of your choice.

ORKIN REPRESENTATIVE \_\_\_\_\_

7/1/23

DATE

CUSTOMER \_\_\_\_\_

7/1/23

DATE



PEST CONTROL DOWN TO A SCIENCE.™

LOCATION \_\_\_\_\_

\* See agreement for details.





COMMERCIAL SERVICES

## Commercial Customer Service Record

*Fill out any special instructions for your Orkin Technician.*

Enter Messages to Print on Service Ticket:

5 bait stations. 2 in the back and 1 on the other 3 sides. Lots of bug and mice activity in the basement

Directions:

Nearest Cross Street:

Medical:

Preferred Range of Service:

Date(s):

Time(s):

Pets:

Special Instructions: