



JOB SITE

Madison Heights Clock Tower

130 E 11 Mile Rd
Madison Heights, Michigan 48071
(248) 670-0909
gtucker@madisonheightsmi.gov

PREPARED BY

Nick Bitterle
Commercial Sales Associate
(734) 460-8970
nbitterle@certapro.com



CLIENT

City of Madison Heights

300 W 12 Mile Rd (248) 588-1200
Madison Heights, MI 48071

CLIENT CONTACTS

Giles Tucker
M: 248-670-0909
E: gtucker@madisonheightsmi.gov

PRICING:

Base Price:	\$5,930.00
Subtotal:	\$5,930.00
Total:	\$5,930.00

GENERAL SCOPE OF WORK

PROJECT OVERVIEW

We propose to prepare and repaint the metal clock tower on the Southeast corner of John R Rd and E 11 Mile Rd in the city of Madison Heights. The price shown on this proposal includes the cost of all labor, materials, and rentals required to complete this project as it is specified below. We will need a right-of-way permit for approximately two days at the start of this project as the lift we will be using will likely protrude at least partially into one lane of traffic while working on the North and West sides of the tower. The adjacent sidewalks and a small portion of the parking lot will also need to be closed due to safety concerns. I spoke to Giles Tucker on March 23rd, and he informed me that the city would waive the fee for the right-of-way permit as this is a city project. The project should take us approximately three total days to complete. This proposal assumes that all work will take place during standard business hours and that no other trades will be present on-site while we work. Please read on for specific details.

INCLUDED SURFACES

All previously-painted components of the clock tower frame are currently scheduled for painting. This includes attached metal architectural/decorative features.

EXCLUDED SURFACES

The clock face, all mechanical clockwork components, metal roof, bells, and concrete base are all excluded.

PROCESS

1. Close off surrounding sidewalk, traffic lanes, and a section of the parking lot.
2. Remove loose surface rust via grinding and abrading. Hand scraping will be done near delicate components.
3. Clean off any chalking, dirt, dust, and other surface contaminants.
4. Cover and mask off unpainted surfaces to protect from paint spatter.
5. Prime all areas where rust has been removed or bare metal is showing using a specialized steel primer.
6. Apply two coats of the specified paint (See "Paint Specifications" section, found below, for details)
7. Once the top coat is dry, remove coverings and masking.
8. Clean up any mess we made.
9. Perform final inspection with authorized representative from the city of Madison Heights.
10. If any touch-ups are required, take care of them immediately.

PAINT SPECIFICATIONS

The following paint will be used for this project:

Product: Waterbased Alkyd Urethane Enamel
Manufacturer: Sherwin-Williams
Finish: Semi-Gloss

Color: Match to existing green, taking into account discoloration due to fading

of Coats: Two (2)

CLEAN UP

The crew will do a quick clean-up at the end of each day and a thorough clean-up at the end of the job. Note: The crews will use brooms, rakes & blowers to clean up. Some small paint chips may still be visible. Please let them know the best place for them to store their equipment.

ADDENDUM - ALL PICTURES



NOTES

Change Orders – If changes must be made to the project's scope of work, timeline, specified materials, etc. then a Change Order and/or adjustment of the total price of the project may be required. Please try to notify us of the need for changes as far in advance as possible so that we can plan accordingly.

Time & Material (T&M) Rates – Some parts of a project may not have a fixed cost and will instead be billed based on the amount of time and materials required to complete them. Unless specifically mentioned otherwise, one of two rates will be charged per man hour of labor required:

\$80 per man hour for painting and painting-related tasks.

\$90 per man hour for carpentry and other tasks not directly related to painting.

Materials will simply be charged at the cost of materials plus a 30% markup.

Equipment Rental Fees – Unless specifically mentioned otherwise, the cost of renting equipment (lifts, air compressors, generators, etc.) is included in the price shown on this proposal, but only for a period of time that is deemed necessary to complete the portion of our scheduled work that would require said equipment. If through no fault of our own the rented equipment becomes needed for longer than the originally-anticipated time period, the additional costs of continuing the rental will be added on to the total price of this project.

Working Hours – We prefer to work from 9am to at least 5pm on weekdays, but we understand that this may not be a possibility on all projects. If you need us to work a different schedule such as after-hours or weekends, please let us know ahead of time so we can plan accordingly. In any case, we will need a minimum of eight consecutive hours of working time each shift.

ADDITIONAL NOTES

Payment: The proposal price is based on payment by check, cash, debit card or an ACH online payment. We also offer payment by credit card (3% fee). Deposits, if specified, are taken before the work begins. Please contact Laura Butler at lbutler@certapro.com for more information.

SIGNATURES

CertaPro Painters Authorized Signature

Date

Authorized Client Signature

Date

Authorized Client Representative Name & Title

Client

PROPERTY PHOTO AND VIDEO RELEASE

By checking this box, I consent to CertaPro and its agents taking photographs and videos of the property identified in the Proposal and using that content for marketing and advertising purposes. I represent that I have authority to grant this consent, either on my own behalf or on behalf of the property owner.

PAYMENT DETAILS

Payment is due: In full upon job completion

COMMERCIAL DEFINITIONS AND CONDITIONS OF THIS CONTRACT

RELATIONSHIP — The individual giving you this proposal is an independent contractor licensed by CertaPro Painters® to use its systems and trademarks to operate a painting franchise. The work will be completed by the independent franchised contractor. Please make any check payable to the franchise shown on the front of this proposal.

COLORS — Colors may be chosen by the client prior to commencement of work. If, after the job starts, a color change is required, the independent Contractor will have to charge for time and material expenses incurred on the original color.

UNFORESEEN CONDITIONS — Should conditions arise which could not be determined by visual inspection prior to starting work, the client must pay an agreed upon extra for the completion of such work.

PROPOSAL — This proposal is valid for 60 days after it was written. In addition, the Independent Franchised Contractor should be informed of your desire to have the work done and receive a signed copy of the proposal before work is to be started.

ATTENTION CLIENT:

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE BELOW NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. (SATURDAY IS A LEGAL BUSINESS DAY IN CONNECTICUT.) THIS SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT AND THE HOME IMPROVEMENT ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR 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 TWENTY DAYS OF THE DATE 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 AGREED TO RETURN THE GOODS 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 CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO:

Name of Seller **CertaPro Painters of Plymouth**

DATE OF TRANSACTION _____

NOT LATER THAN MIDNIGHT OF _____

I HEREBY CANCEL THIS TRANSACTION

(Buyer's Signature)

(Date)

LIMITED TWO YEAR WARRANTY

Peace of Mind with our Two-Year Limited Warranty

At CertaPro Painters®, our promise has always been that of Certainty — reassuring our customers of a worry-free and easy property improvement. Our limited two-year warranty can help provide you with some peace of mind as CertaPro Painters refreshes your space.

Subject to the limitations set forth below, for a period of two years from the date of completion of the work described in your contract, the independently owned and operated CertaPro Painters franchised business identified on your contract (“CertaPro” or the “CertaPro Business”) will repair any peeling, blistering, or chipping paint resulting from defective workmanship.

How to Make a Warranty Claim

In order to make a valid warranty claim, you must:

- Retain a copy of the original contract.
- Have proof that you made payment in full.
- Make the property accessible to CertaPro to inspect and perform any warranty work and/or repairs.
- Pay for the cost of all materials used to perform the repairs.

As soon as you become aware of a potential warranty issue, you should contact the CertaPro Business named in your contract to submit a claim and schedule an inspection of your property. You may also send an email to customersforlife@certapro.com or call (800) 462-3782.

Warranty Limitations

This two-year warranty does not cover or include:

- Any work where CertaPro Painters did not supply the paint or other materials.
- Any work which was not performed entirely by CertaPro Painters.
- Varnished surfaces.
- Surfaces made of, or containing, galvanized metal.
- The cost of materials required to perform the repairs.
- Repairs to horizontal surfaces or any surface that, by virtue of its design, permits moisture to collect. Such surfaces include, but are not limited to, decks, railings, stairs, porches, roofs, and gutters.
- Exact paint match, as environmental conditions will affect the color and finish of all paints over time.
- Any issues that are caused, in whole or in part, by manufacturing defects in the paint, stain, or other products and materials used, regardless of whether the products or materials were supplied by CertaPro Painters or the customer.
- Bleeding caused by knots, rust, or cedar.
- Cracks in drywall, plaster, or wood.
- Peeling, blistering, or chipping caused by:
 - mill-glazing from smooth cedar
 - ordinary wear and tear
 - abnormal use or misuse
 - peeling of layers of paint existing prior to the work performed by CertaPro Painters
 - design, structural, or other latent defects
 - settling or movement
 - moisture content of the substrate
 - nail pops or other imperfections in siding or trim
 - abrasion, mechanical damage, abrasive cleaning, abuse, or damage resulting from the use of chemicals or cleaning agents or exposure to harmful solids, liquids, or gases
 - damage or defects caused in whole or in part by reason of fire, explosion, flood, acts of God, extreme weather conditions, misuse, alterations, abuse, vandalism, negligence, or any other similar causes beyond the control of CertaPro Painters

This Warranty gives you specific legal rights. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions may not apply to you.

This Warranty is the only express warranty made by the CertaPro Business and is in lieu of all other warranties, express or implied. This warranty covers only those services provided by the CertaPro Business to the original customer named on the front of the contract and is not transferable. In no event shall the CertaPro Business be liable for incidental or consequential damages or damages in excess of the original contract price. This warranty may not be altered or extended for any purpose unless done so in writing in a document executed by all parties to this contract.