

REMODELING EXPRESS, INC.

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PROPOSAL / CONTRACT

Date of Proposal: 01/29/2015

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REMODELING EXPRESS proposes to furnish material and labor in accordance with the plans and specifications identified in this proposal and contract to the following terms and conditions:

- 1. Submitted To: FJ DEVELOPMENT /MIKE PERROTA.**
- 2. General Contractor: FJ DEVELOPMENT**
- 3. Phone: 630-445-3355**
- 4. Job Location: Vitamin Shop in Bolingbrook**
- 5. Plans Description:**

6 Job Description: CONCRETE WORK AND FOUNDATION

- **REMOVE EXISTING ASPHALT PARKING LOT AND HAUL AWAY MATERIAL \$12,800.00**
- **EXCAVATE FOR NEW FOUNDATIONS, BACK FILL AFTER FOUNDATION IS POUR AND HAUL AWAY EXTRA EXCAVATED MATERIAL. \$6,800.00**
- **120 SQUARE YARDS OF BLACK DIRT SPREAD AND DELIVERED \$3,500.00**
- **NEW CONCRETE FOOTING AND FOUNDATION FOR SIGN \$2,500.00**
- **NEW CONCRETE PIER FOR LITE POOL \$750.00**
- **NEW CONCRETE FOOTING AND FOUNDATION FOR BUILDING AND DUMPSTER ENCLOSURE ACCORDING TO BLUE PRINT SPECIATION INCLUDING REBAR, BOLTS SUPPLIES BY OTHERS. ABOVE WORK FOR \$24,500.00.**
- **NEW CONCRETE SLAB AND DUMPSTER PAD ACCORDING TO DRAWINGS (2950 SQ. FT.) FOR \$13,550.00.**
- **NEW CONCRETE SIDEWALK (700 SQ. FT.) \$4200.00**
- **NEW CONCRETE CURVE (780 LINEAR FT.) \$17,500.00 INCLUDING 4 CONCRETE POSTS.**

WE PROPOSE to perform the work as stated in this Contract in accordance with the plans and specifications submitted and completed in a workmanlike manner for the sum of: \$86,100.00

With payments made: 50% deposit to start and 50% at completion

This contract is executed by LUPE : President.....Date.....

ACCEPTANCE OF PROPOSAL; The above prices, specifications, terms and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. It is understood and agreed that this work is not provided for in any other agreement and no other contractual rights arise until this proposal is accepted in writing.

Signature.....Date.....

PROPOSAL / CONTRACT

7. Time and materials work shall be charged \$00 per hour plus materials. Service call is charged at the rate of \$00 for the first half-hour, \$00 per hour after the first half-hour. \$00 is the minimum charge.
8. Permits, inspections and/or plans required for this work are the responsibility and liability of the owner/ contractor.
9. Change orders: any alteration or deviation from the above specifications involving extra cost will become an extra charge above the contract price to be paid immediately.
10. Delay: **REMODELING EXPRESS** will be excused for any delay beyond our reasonable control. These delays may include, but are not limited to Acts of God, labor disputes, inclement weather, acts of owner or public authority, or other unforeseen contingencies.
11. Right to Stop Work: If any payment under this Contract is not made when due, **REMODELING EXPRESS** may suspend work on vandalism on the job site is the responsibility of the Owner/Contractor. **REMODELING EXPRESS** shall not be responsible for any damage resulting there from. Owner/Contractor shall carry needed insurance.
12. Any Malicious mischief and vandalism on the job site is the responsibility of the owner/contractor. **REMODELING EXPRESS** shall not be responsible for any damages resulting therefrom. Owner/Contractor shall carry needed insurance.
13. Overdue accounts will be charge a late charge at the rate of 1.5% per month, or the maximum rate permitted by law, whichever is less. In the event any party to this contract commences any action, legal or otherwise, to collect the payment of the contract price, the prevailing party shall be entitled to recover attorneys fees and all other costs and expenses incurred in connection with he action or proceeding, including without limitation, expert witness fees, court reporter fees, collection expenses, and the cost of appeal, in addition to any other relief that party may be entitled, whether or not such action proceeds to judgment.
14. This proposal shall be effective for thirty days from the date first set forth above. If this proposal is not accepted within this time it shall be expired. This proposal may be withdrawn any time before acceptance.
15. The language of all parts of this contract shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any parties. If any provision of this contract is held by an arbitrator or court jurisdiction to be unenforceable, void, illegal or invalid, said provision, its severance or deletion, shall affect the validity or affect the remaining covenants and provisions of this contract. No provision shall be deemed dependent upon any other.
16. Salvage: All salvage resulting from work under this contract is to be retained by **REMODELING EXPRESS** unless other agreements are contained in the written specifications.
17. Substitution of Materials: **REMODELING EXPRESS** may substitute materials without notice to the Owner/Contractor in order allow work to proceed provided that substituted materials are of no lesser quality than those listed in the specifications or section 6 of this Contract the job until such time as all payments have been made. Any failure to make payments is subject to a claim against the property in accordance with applicable lien laws. It is agreed that payment to **REMODELING EXPRESS** shall not be withheld due to any delay or failed payments to the Owner/Contractor.
18. Owner/Contractor shall deliver written notice of any back charge to **REMODELING EXPRESS** within ten(10) days of the occurrence of the act giving rise to the back charge and if no such notice is given within the then(10) day period the back charge shall not be allowed.
19. In the event, Owner/Contractor does not request commencement of work/ or the project is not in good condition for **REMODELING EXPRESS** to commence the work provided in the Contract within 30 days after the acceptance of this Contract, **REMODELING EXPRESS** shall have the option to terminate this Contract by written notice to the Owner/Contractor, or **REMODELING EXPRESS** may revise the contract price without impairing the validity of this contract.