

Proposal for Norton Shores Dental Properties, LLC

755 Seminole Rd Norton Shores MI 49441 USA

1274 Library Street, Suite 600, Detroit, MI 48226 Phone: 855-Parjana (855.727.5262) Fax: 313.228.1417

Website: Parjana.com Email: info@parjanadistribution.com

## Contract to Install Parjana EGRP® System

Date: February 24, 2014

Customer: Norton Shores Dental

Properties, LLC

Job Name: 755 Seminole Road

Billing Address: 755 Seminole Road

Job Address: 755 Seminole Road

Suite 101

Suite 101

City, State, Zip: Muskegon, MI 49441

City, State, Zip: Muskegon, MI 49441

Contact Dr. Connie Verhagen

Phone: 231-780-3200 Email: c.verhagen@comcast.net

This Contract is made by and between Parjana Distribution hereinafter referred to as "Contractor", and Norton Shores Dental Properties, LLC, hereinafter referred to as "Owner". In consideration of the mutual promises and undertakings set forth herein, Contractor and Owner hereby agree to the terms and conditions set forth herein, including Contractor agrees to perform and complete the following work:

### **Description of Water Problem & Solution:**

- ✓ Waterproofing
- $\checkmark$  Reducing the water flow going to the building
- ✓ Securing the building from water infiltration

### System Details:

• Parjana EGRP® installation will include:

Item Description	Cost
Furnish labor and materials for the installation of 2430 linear feet PARJANA EGRP® as shown in the attached drawing.	\$22,356.00
Installation of a sensor box installation (temperature, moisture level, humidity level)	\$950.00
Total Cost	\$23,306.00

• EGRP® installation location and details per attached layout. Precise location of EGRPs determined at installation.

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GENERAL REQUIREMENTS: The Owner has entered into a Contract with the Contractor for the Project as described herein. The Project is to be performed and installed in accordance with the terms and conditions of the Contract, including drawings and specifications and general, supplemental and special conditions and other Contract Documents described therein.

SCOPE OF WORK: Contractor shall provide and pay for, unless otherwise specified, all labor, materials, services, tools, equipment and other things necessary to fully perform the Work set forth in the Contract Documents, in cooperation with the other trades if any, in a good and workmanlike manner.

CHANGES IN THE WORK: Whenever the Owner requests extra work verbally or in writing, a change in work order will be executed, signed, and payment made before proceeding with additional work.

LIMITED WARRANTY: It is agreed and understood that the PARJANA® EGRP System typically takes a minimum of 12 weeks to become fully activated, depending on soil and rainfall. Upon Activation, Parjana Distribution warrants that the  $\mathsf{PARJANA}^{\otimes}$  EGRP System will meet the system performance objective(s) as described in the contract.

This warranty will continue for a period of 25 years to perform as described. The foregoing is our sole warranty. All other warranties, expressed or implied, including any warranty of merchantability or warranty of fitness for a specific purpose, are excluded. The owner's exclusive remedy shall be for correction of defects in workmanship and materials, as set forth above. In no event shall Parjana Distribution be liable for consequential damages, regardless of whether the claim is based on warranty, contract, tort, or otherwise. Should service be required, immediately notify Parjana Distribution. This warranty does not cover leakage from: backing up or plugging of sewers or floor drains; flooding conditions (i.e., surface water through doors, or roof leaks); or condensation caused by high humidity, any negative grade or lack of downspouts.

MICELLANEOUS: Owner shall be responsible for making premises available for work to be completed. The Owner shall make selections of materials in a prompt manner as not to delay progress of work. All late payments will incur 11/2% per month interest rate. Contractor shall remove from the premises, all rubbish and surplus material which may accumulate from his Work. The construction, interpretation, enforcement and all other matters relating to this Contract and any amendments or modifications hereto shall be governed by the laws of the State of Michigan, and jurisdiction and venue for any litigation arising under this Contract shall lie within the appropriate court in Wayne County, Michigan.



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<b>PARJANA</b>	DISTRIBUTION	REPRESENTATIVE:
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Зу:	
Joe Kramer	
ts:	
Date:	

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

#### **CUSTOMER:**

By: Dr. Connie Verhagen Its: General Partner Date: <u>3-25- 나</u>

Signature: Comme Vichagen, DOS



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