

4187 Dairy Court  
Port Orange, FL 32127

Phone: 386-760-4344  
Fax: 386-760-4344  
Email:  
Adam@DoviWindows.com  
www.DoviWindows.com

*budgetary* **PROPOSAL ACCEPTANCE**

**Customer:** Bayshore Condominium

**Date:** 4/8/19

**Job Name:** Storefront Window Replacement

**Address:** 925 N. Halifax Ave., Daytona Beach

**Sales Contact:** Steve Rubin – 386-864-2836

**Description:**

- Windows to be **CGIC SS3520 Storefront**.
  - Frames to be **White Aluminum with Standard Powder Coat**.
  - Glass to be **Clear, 9/16" Laminated Impact with EnergyShield Max 70XL Low-E**.
  - Top glass to have **White Interlayer**.
- **Stainless Steel Coastal Package is included.**
- Installation, which includes removal, replacement and disposal, is included in price below.
- All rotten and/or termite damaged wood to be replaced by us or others at an additional cost.
- If needed, homeowner/others are responsible for all stucco and/or drywall repairs, all concrete sill patching, and painting.
- There WILL BE DUST. Opening up any exterior wall in a house/condo will create loud noises and construction debris typical with window and door replacement.
- Homeowner/others to remove all exterior shutters prior to window and door replacement.
- Homeowner/others to remove all furniture and window/door dressings away from openings.
- All required permits are to be provided by Dovi Windows.
- Estimated 8-12 week lead time begins when acceptance signature and deposit are received.
- Please indicate option(s) and sign below.

**(5) Store Front Openings:**

**\$58,227.00**

*Includes: (5) 199" x 112" openings*

- Option to go with **1 3/16" Laminated Insulated Impact Glass**, add: \$7,762.00

**Job Total: \$**

**Payment Terms: 50/50**

**Deposit: \$**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations for deviation from the agreed upon specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Rough opens are to be within 1/4" of given specifications. Labor and time charges will be incurred for any variations. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. All materials remain property of seller until payment is received in full. If litigation arises out of this contract, the prevailing party will be entitled to its attorney fees and costs. The venue of any litigation arising from this contract shall be Daytona Beach, Volusia County, Florida.

Authorized Acceptance Signature \_\_\_\_\_ Date of Acceptance \_\_\_\_\_

Note: This proposal may be withdrawn if not accepted within 30 days.



**Gulfstream Glass** of Volusia County, Inc. License# SCC131151145

312 N. Orange St. • New Smyrna Beach, FL 32168

Phone 386-402-8867 Fax 386-957-4835

4/12/19

*Bayshore Condominium*

*925 N. Halifax Ave.*

*Daytona Beach, FL 32118*

**Scope:** *Replace 5 storefront window openings in the party room on west elevation.*

**Product:** *New storefront by CGI, Series 3520 Slimfront. 10 year White Powder Coated aluminum frames with Cardinal Low-E 366, insulated, impact resistant glass. Upper glass panels to have a white interlayer so to block out the acoustic ceiling. We use all Stainless Steel fasteners and Dymonic High Performance Sealants. All exterior sealants need to be painted by others after we have finished. This protects the caulking from the UV rays.*

*5 Openings Apprx. 200" x 114" divided into 3 equal lites.*

**Price includes materials, tax, labor and permitting: \$51,000.00**

*Gulfstream Glass will remove a small section of the acoustic ceiling in order to remove/install the product. We will not put the acoustic ceiling back.*

*All work to be done off ladders or scaffolding. NO LIFTS REQUIRED. Gulfstream Glass is not responsible for any concrete repairs, stucco repairs, drywall repairs etc. If we find any of the above damages, we will stop and go get the manager. If a board up is required due to bad concrete, extra charges will apply.*

*Thanks,*

*Chad McCormick*

*Project Manager*

*Gulfstream Glass of Volusia County, Inc.*

*State License # SCC131151145*



Architectural Products

2970 NW 75th Ave.  
Miami, FL 33122

Tel: (305) 718-8890 / Fax: (305) 718-8892

# PROPOSAL

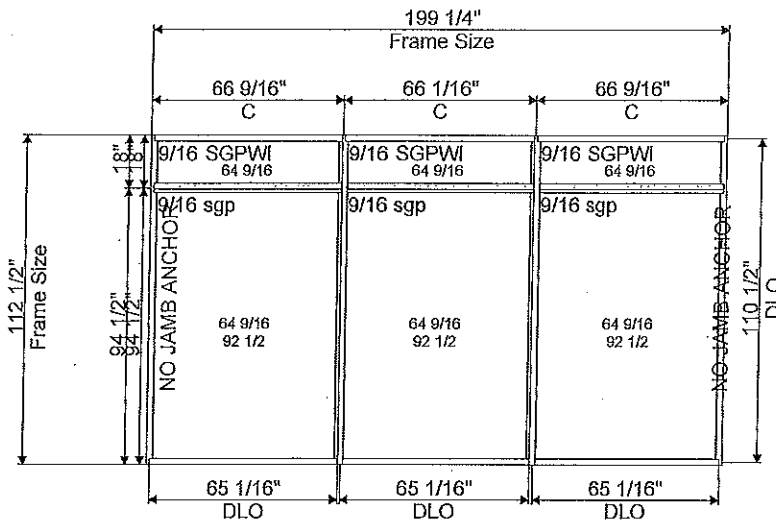
Quote Date: 4/5/2019  
Customer Name: US GLASS AND GLAZING  
Contact Name: Sarah Rubin  
Customer Address:

Project: BAYSHORE  
Estimated by: Mario Morales  
Lead Time:  
Comments:

Ship To Address:

Item. 1 Mark: A SS3520 Slimfront (199 1/4" x 112 1/2")

Qty: 5



Finish: White  
Standard Powder Coat

Area (Sqft): 778.32

Factory Glazed

Jamb Anchor: No  
Vertical Mullion: 7"

9/16 sgp = 9/16" Laminated Glass (1/4" HS CLR SB70 #2 / 0.09" SG CLR / 1/4" HS CLR / )  
9/16 SGPWI = 9/16" Laminated Glass (1/4" HS CLR SB70 #2 / 0.09" SG WHT / 1/4" HS CLR / )

## Glass Details

### 9/16 sgp - NOA Type "C"

Glass Make-up: 9/16" Laminated Glass

Outboard: 1/4" Heat Strengthened - Clear - Solarban 70XL Low-E(Surface #2)

Interlayer: 0.09" SentryGlas - Clear

Inboard: 1/4" Heat Strengthened - Clear

### 9/16 SGPWI - NOA Type "C"

Glass Make-up: 9/16" Laminated Glass

Outboard: 1/4" Heat Strengthened - Clear - Solarban 70XL Low-E(Surface #2)

Interlayer: 0.09" SentryGlas - White

Inboard: 1/4" Heat Strengthened - Clear

# US GLASS

CGC1517830

3121 Opportunity Ct Suite A  
 Daytona Beach, Florida 32119  
 Tele (386)256-5410 Fax (386)492-1819  
 Website www.us.glass Email info@us.glass

Name Bayshore Condominium Association  
 Address 925 N. Halifax Ave  
 City Daytona Beach State FL Zip 32118  
 Phone 386-255-3686  
 Email bcmaoffice@gmail.com

**PROJECT DETAILS**  
Bayshore North - Party Room  
925 N. Halifax Ave  
Daytona Beach, FL 32118  
 Property Manager: Carl Stokes

**Product Details**  
 CGIC SS3520 Slimfront Storefront System - White Powder Coat Finish - 9/16" Impact Rated Glass with Clear LoE Solarban 70XL

**Scope of Work**  
 We provide the service and materials for the installation of the products listed below. Prior to installation we flash all openings with R-Guard. During installation we use stainless steel tapcons, NP100 hybrid sealant and synthetic shims.  
 Permit costs are included in proposal total.

**Exclusions**  
 Concrete, stucco, drywall, paint, trim and flooring work. Window treatment, electrical or alarm removal/installation.

Qty	Description	Total
5	199.25" x 112.5" 3-Panel Storefront Windows	\$52,000.00

USG REP SIGNATURE : Sarah R. DATE: 05/13/2019

*Acceptance of Proposal: The above prices, specifications and conditions and the terms of agreement on the last page of this document have been read by me and are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Due to the extreme custom nature of these products, I understand that I may cancel my order within 72 hours of signing this contract. However, after 72 hours all monies are non-refundable — and as the client — I am responsible for balance of the contract as follows: A 50% Deposit (required for order), 25% instalment due upon delivery of product, and the final 25% due at substantial completion of project. Credit card purchases will incur an additional 2% charge on the contract total.*

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

*This contract is subject to acceptance by the engineering department and/or a manager of the company.*

Accepted US GLASS: \_\_\_\_\_ Date: \_\_\_\_\_

<b>SUBTOTAL</b>	\$52,000.00
<b>PERMIT</b>	included
<b>DEPOSIT 50%</b>	\$26,000.00
<b>DELIVERY 25%</b>	\$13,000.00
<b>COMPLETION 25%</b>	\$13,000.00
<b>TOTAL</b>	\$52,000.00

**PART 1 THE CONTRACT DOCUMENTS**

1.1 The Contract Documents consist of this Agreement, Manufacturers specifications, and any other addendums listed on the front page of this agreement. These listed form the Contract and are all as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in other Contract Documents are inconsistent with this Agreement, this Agreement shall govern.

**PART 2 THE WORK OF THIS CONTRACT**

2.1 The Contractor shall execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others; the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants to exercise skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

**PART 3 DATE OF COMMENCEMENT**

3.1 Installation will be scheduled once product has been delivered to the Contractors designated location.

**PART 4 CONTRACT SUM**

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is detailed on the front page.

**PART 5 PAYMENT TERMS**

5.1 The Owner understands and agrees to abide by the payment terms listed on the 2nd page of this agreement.

5.1.1 Deposit is required to start the order process.

5.1.2 Second Installment is due when the product has been received by the contractor and prior to the installation date

5.1.3 The Owner's final payment to the Contractor shall be made no later than ten (10) days after substantial completion.

**PART 6 SUBSTANTIAL COMPLETION**

6.1 Substantial completion is achieved when the Contractor has substantially completed the project. Manufacturer warranty items, minor touch-up to the work and punch list items are not grounds for withholding final payment.

**PART 7 TERMINATIONS OR SUSPENSION**

7.1 The Contract may be terminated by the Owner or the Contractor. Termination of the contract does not relieve the owner of the financial obligation of special order materials. The owner takes responsibility for the product expense after 72 hrs of this agreement being signed.

7.2 Termination by the Contractor. The Contractor may terminate the contract if the work is stopped for a period of thirty (30) consecutive days through no act or fault of the Contractor or employees or any other persons or entities performing portions of the work under direct or indirect contract with the Contractor, for any of the following reasons:

- A. Issuance of a court order requiring all work to stop
- B. an act of government which required all work to be stopped
- C. because the Owner has not made a payment within the time stated in the contract documents.

7.3 Termination by the Owner for cause. The Owner may terminate the contract if the Contractor:

- A. persistently or repeatedly fails to supply enough properly skilled workers or proper materials
- B. fails to make payment to suppliers for materials and/or labor in accordance with the respective agreements.
- C. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction.
- D. otherwise is guilty of substantial breach of the contract documents

**PART 8 The Owner's representative is:**

8.1 Neither the Owner's nor the Contractor's representative shall be changed without ten days' written notice to the other party.

8.2 Dispute Resolution: Claims, disputes or other matters in question between the parties to this Agreement shall be resolved by mediation or by arbitration. Prior to arbitration, the parties shall endeavor to reach a settlement by mediation. All unpaid amounts shall accrue interest at a rate of 18% per annum. The venue of any action concerning this agreement shall be in the state courts of Volusia County, Florida and the prevailing party shall be entitled to recover its attorney's fees and costs against the non-prevailing party.

**PART 9 INSURANCE**

9.1 The Contractor shall purchase and maintain insurance as set forth below.

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Personal and Advertising Injury

\$2,000,000 Products-Completed Operations Aggregate

**PART 10 SCOPE OF WORK**

10.1 The scope of work will be listed in detail on the front page of this agreement. No other work shall be assumed or agreed upon unless documented on this agreement.

10.2 The agreement does not include electrical work. This includes but is not limited to alarm wiring or other motorized devices around the opening.

10.3 Shutters are the responsibility of the owner. If shutters are present, it will be the owner's responsibility and expense to have them removed if necessary for installation.

10.4 Other Exclusions include - concealed damage i.e. spalled concrete, deteriorated drywall or flooring, wood framing deterioration, etc. If concealed damage is discovered we will call or report damages and provide an estimated repair cost.

10.5 Contractor does not perform interior painting.

**PART 11 QUALIFICATIONS**

11.1 All work to be completed by: Certified installers with workman's compensation and general liability. USG/ICF will obtain the necessary permits and the project will be inspected by the governing municipality.



## WHO WE ARE:

US Glass & Glazing, LLC is a family owned and operated window and door installation company. Services include professional window, door, storefront, and curtain wall installation, thermal imaging, ASTM 1103 chamber testing, consulting, and project management.

We work alongside our customers to provide them with windows and doors that meet their preferences as well as fulfill current code requirements. We partner with manufacturers such as WinDoor, PGT, Shwinco, EuroWall, Panda, Sun Metals, Coral Architectural Products, and Old Castle Building Envelope to provide the best products the industry has to offer at honest, competitive pricing.

Chip Barrett, owner and operator of US Glass, has 35 years of experience in the glass and construction industries. He is one of only two instructors in the state of Florida that is nationally certified by the American Architectural Manufacturers Association (AAMA) to train Installation Masters. He personally trains our employees in AAMA certified installation requirements. We are so confident in our Installation Masters team, install process, and products, that we offer a 10-year installation warranty.

US Glass is a state certified general contracting company (#CG1517830) employing more than thirty trained and certified glazers, who specialize in fenestration installation for coastal estate homes and condos, as well as government and commercial buildings. Based in Daytona Beach, we serve the majority of the east coast of Florida from Melbourne to Jacksonville and the greater Orlando area. We are happy to work together with families, individuals, associations, and contractors to meet your needs. Check out our website ([www.us.glass](http://www.us.glass)) and Facebook page ([Facebook.com/usglasswindows](https://www.facebook.com/usglasswindows)) to learn more about us and see what we've been working on lately.



US Glass & Glazing, LLC  
3121 Opportunity Court, Ste. A South Daytona, FL 32119  
Office (386)256-5410 Email: [info@us.glass](mailto:info@us.glass) Website: [www.us.glass](http://www.us.glass)



<http://www.us.glass>

<https://www.facebook.com/USGLASSWINDOWS/>

## 10-Year Limited Warranty for US GLASS & GLAZING, LLC Window and Door Installations

What does the Ten (10) Year Limited Warranty Cover?

Confirmed water intrusion from a US GLASS installed product will be remediated at no charge to the owner.

This warranty is in-force during the entire coverage period of ten (10) years provided that the windows and doors were paid for per the contract documents.

- This warranty does not cover damages resulting from:

Weather events such as hurricanes, tornados, floods, earthquakes, as well as mold, mildew, fungi, bacteria, or any other related claims of damage.

A handwritten signature in black ink, appearing to read "CB", positioned above the printed name of the signatory.

Chip Barrett, Pres CEO  
US GLASS & GLAZING, LLC  
Fenestration Specialists General Contractors  
CGC 1517830  
Tele (386)256-5410