



# MARVIN DESIGN GALLERY

a complete window and door showroom  
by Eldredge

**Marvin Design Gallery**  
317 Marginal Way  
Portland, ME 04101  
(207) 772-2003 Fax: (207) 772-0418  
Sales Person: Dave Thibeau  
dthibeau@marvinportland.com  
www.marvinbyeldredge.com

July 30, 2014

Park, Won  
626 Congress St  
Portland, ME 04101  
Home: (207) 772-6622

Project: Park Residence  
Clad Inserts

## PROPOSAL

The Marvin Design Gallery proposes to supply all product as listed below. We are also proposing to install the product as outlined in the scope of work. Please review to ensure that the design and specifications are correct and meet your project requirements. Marvin products are special order items and may not be changed, cancelled or returned once the order is approved and processed.

### Scope of Work to be Performed

AS MANDATED BY FEDERAL & STATE LAW, ALL PRACTICES WILL BE UTILIZED FOR SAFE LEAD HANDLING & CONTAINMENT AS SET FORTH BY THE E.P.A. (does not apply to homes built after 1978)

If you decide to proceed with this project an onsite lead test will need to be conducted prior to ordering any product. If it is determined that there is NO lead present, that charge for lead services will be removed.

Job involves removal of existing sashes & components for replacement with insert windows. Exterior storm/ combination units, will remain in place (if possible - will need further evaluation). Components to be removed include Interior sash stops, balance system, pulleys & weights, etc... Once all is removed from the window, the main frame will be inspected & prepped to receive new windows, which includes insulation of weight pockets & sealing/ caulking of frame as needed to help reduce air infiltration. The new inserts will then be installed according to manufacturer's instruction & fitted to the existing frames to achieve the best fit & performance of each unit. The

perimeter between the existing frame & new units will be insulated using a low expanding foam spray insulation. Interior sash stops will then be trimmed & re-applied to complete the job. All lead safe practices will be utilized to ensure containment as specified by law. All debris will be taken care of at the end of the job.

It is the responsibility of the home owner to remove any window treatment. All furniture should be removed from the area to be worked on. Failure to do so will result in a charge (\$65.00/ hour) to the customer for the time involved to move furniture & remove window treatments. Re-installation of window treatments is also the responsibility of the home owner.

**NOTES:**

**ALARM SYSTEM:** If an ALARM system is present, it is the home owners responsibility to have an alarm company disarm/ disconnect any components attached to the windows prior to any work being done. And it will also be the home owners responsibility to have the alarm company reconnect/ install the alarm system. Any damages made to the product due to the alarm company will not be covered under warranty & is the responsibility of the home owner and/ or the alarm company.

**WINDOW TREATMENTS:** Every attempt will be made to re-use the existing window treatments. We are not responsible for modifications that may be needed to make them fit.

**PERMITS**

A building permit may be required. If so, the cost of the building permit will be the home owners responsibility. We will fill out the application and take care of the processing.

**GENERAL PRODUCT SPECIFICATIONS EXCEPT AS NOTED BELOW**

**Manufacturer:** Marvin

**Product Line:** Clad

**Glass:** Custom

**Grille/Divided Lite Bar Type:** None

**Interior Finish:** Primed Pine

**Exterior Finish:** Ebony Aluminum Clad 2605

**Interior Casing:** Existing

**Exterior Casing:** Existing

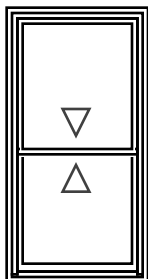
**Jamb Depth:** 3 1/4" Replacement Unit

**Screen:** None

**Jambliner Color:** white

**Window Hardware:** Oil Rubbed Bronze locks & lifts

**Item#: 1 Location: BEDRM 36.375 x 69 Qty: 5 Unit Price: \$1,486.25 Total: \$7,431.25**

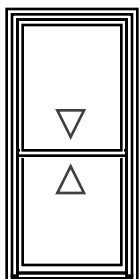


Manufacturer: Marvin; clad ultimate insert double hung; call number: custom; inside opening: 36 3/8" x 69"; 3 1/4" jamb depth; oil rubbed bronze sash lock; 1 /unit oil rubbed bronze sash lift; white jamb hardware; primed pine interior; ebony clad exterior; screen: no screen; 8 degree frame bevel; # EXT PANE 3/16" LOW E, INT PANE 1/8" CLEAR W/ARGON, bv-quote#ULJTMT7-072814; glass add for all sash/panels.

**Top & Bottom Sashes**

Ebony clad sash exterior, primed pine sash interior, insulated glass – 1 lite, LOE 180 with argon, stainless perimeter bar, ovolo (convex molding) interior – glazing profile.

**Item#: 2 Location: HALL 33.375 x 69 Qty: 1 Total: \$1,376.25**



Manufacturer: Marvin; clad ultimate insert double hung; call number: custom; inside opening: 33 3/8" x 69"; 3 1/4" jamb depth; oil rubbed bronze sash lock; 1 /unit oil rubbed bronze sash lift; white jamb hardware; primed pine interior; ebony clad exterior; screen: no screen; 8 degree frame bevel; # EXT PANE 3/16" LOW E, INT PANE 1/8" CLEAR W/ARGON, bv-quote#ULJTMT7-072814; glass add for all sash/panels.

**Top & Bottom Sashes**

Ebony clad sash exterior, primed pine sash interior, insulated glass – 1 lite, LOE 180 with argon, stainless perimeter bar, ovolo (convex molding) interior – glazing profile.

Total Material \$8,807.50

Sub Total \$8,807.50

Sales Tax (5.5%) \$484.41

Total Labor Cost \$0.00

Disposal Fee \$120.00

Lead Containment Services (as outlined by the EPA) \$300.00

Permit Application & Processing \$100.00

**Total Installation, Material And Tax As Specified Above: \$9,811.91**

**Payment schedule terms**

**\$4,000.00** DUE UPON ACCEPTANCE

**\$4,811.91** DUE PRIOR TO DELIVERY (to release order)

**\$1,000.00** BALANCE UPON COMPLETION

**General Installation Conditions and Provisions**

**STANDARD COMPLETE REPLACEMENT**

Standard complete replacement includes (detailed in "scope of work"):

- Removal of unit
- Disposal or debris, if noted
- Set, level, plumb and shim unit as necessary
- Insulate around perimeter of unit

1/4" = 1' 0" - All drawings are exterior views.

**CLEANING:** Contractor shall keep the premises free from accumulation of waste material and trash. Job site will be kept broom clean on a daily basis. Upon completion of the work, we will remove all trash and waste material from the premises.

**WORKMANSHIP:** All work will be carried on in an orderly manner, and skilled workmen will be employed throughout the course of the job. Contractor's standards are based on the National Association of Home Builders Quality Standards for the Professional Remodeler.

**HAZARDOUS MATERIALS:** The discovery and/or removal or testing of any hazardous materials as defined by the Environmental Protection Agency (EPA) is excluded from this scope of work. Contractor reserves the right to stop work until such materials are removed.

Contractor has made no investigation to determine whether there is radon gas, lead, asbestos and/or any other environmental pollutants or health hazards in the home or affecting the premises. Contractor disclaims any representation or warranty as to the presence or lack of radon, lead asbestos and/or any hazardous environmental or health condition, or as to the effect of radon, lead asbestos and/or any such condition on the premises or residents, before or after completion of all work done pursuant to this contract.

**UNFORESEEN CONDITIONS:** All hidden, concealed or unforeseen conditions, such as rot, mold or insect damage, that must be repaired, corrected, replaced, or overcome, including code violations, shall result in a change order to the work to be signed by both parties.

**SITE:** The owner is to provide a key as necessary to the construction supervisor. The owner is to provide a bathroom facility and telephone for the workers. Contractor shall not be held responsible for non-negligent damage to driveways, walks, lawns, shrubs or vegetation that may be caused by normal movement of man or material.

**ESTIMATED TIME OF START & COMPLETION:** The approximate start date for this project is \_\_\_6-8\_\_\_ weeks after the order has been processed. The approximate time of substantial completion on this project is \_\_\_1-2\_\_\_ day(s) after construction begins. These start and completion dates are an estimate only and are subject to product delivery dates from factory, weather conditions and field changes.

**INSURANCE:** Contractor shall carry insurance for the entire time of construction including worker's compensation, property damage and public liability insurance as required by the state.

**WARRANTY INFORMATION:** Contractor guarantees all labor for a period of one year and all factory material as specified by the manufacturer.

**DISPUTE RESOLUTION:** All claims arising out of, or relating to, the agreement or breach thereof, shall be decided by binding arbitration in accordance with the rules and procedures of the American Arbitration Association, unless the parties mutually agree otherwise. Notice of demand for arbitration shall be filed within a reasonable time after the dispute has arisen.

**CONTRACTOR RIGHT OF RECISION:** This contract is subject to field verification. Contractor reserves the right to cancel this agreement within 10 business days of acceptance.

**EXCLUSIONS:** Unless otherwise specified, the following are not included in this contract:

- BUILDING PERMITS
- PAINTING OR STAINING
- FILLING OF NAIL HOLES
- REMOVAL OR INSTALLATION OF WINDOW TREATMENTS
- WASHING OF WINDOWS

**PETS:** For the safety and concern of your pet/pets please be sure to have them secured prior to commencement of the job.

Sizing noted should not be used for ordering purposes. Please confirm with your sales person.

THIS PROPOSAL IS VALID FOR 30 DAYS.

**BUYERS RIGHT TO CANCEL:** If this agreement was solicited at or near your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. This notice must say that you do not want the goods or services and must be mailed before midnight of the third business day after you signed this Agreement. The notice may be in the following form but must be sent to the address listed in the Notice of Cancellation form below.

ACKNOWLEDGED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

NOTICE OF CANCELLATION: 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 Marvin Design Gallery, 317 Marginal Way, Portland, ME, 04101 not later than midnight of \_\_\_\_\_ I hereby cancel this transaction.

BUYERS SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

If you cancel this transaction, 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 10 days after the home solicitation has been canceled or an offer to purchase has been revoked. 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 not make the goods available to the seller and the seller does not pick them up within 20 days of the date of our 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 as 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 this contract.

**THIS PROPOSAL IS VALID FOR 30 DAYS**

**Acceptance Of Proposal**

The above prices, specifications and conditions are satisfactory and hereby accepted. Any changes or modifications to this contract must be in writing and signed by both parties. The Marvin Design Gallery is authorized to place order as specified above. Once the order has been placed, changes & cancellations are not possible. Payments will be made as outlined above.

Accepted: _____	_____
Park, Won	Date
_____	_____
David Thibeau	Date
Millwork Specialist	