



## Marvin Design Gallery

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Portland, ME 04101  
USA

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Sales Person: Dave Thibeau  
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August 25, 2016

Sebastian Jablonski  
78 High Street  
Portland, ME 04101  
Mobile: (617) 733-3704  
Email: sebastian.m.jablonski@gmail.com

Project: Jablonski Residence  
Tilt-Pac Sash Kits  
REVISION #2

### PROPOSAL

#### 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.

REVISED 07/30/2016

- adjusted sizes as needed
- added divided lights to match existing

#### 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 be conducted prior to ordering any product. If it is determined that lead is NOT present, the charge for lead services will be removed.

Job entails removal of existing storm/ combination windows, interior sash stops, sashes, balance systems and any other components necessary for proper installation of insert units. Once all is removed the openings will be inspected and prepped to receive the new units. This includes insulation of weight pockets (if existing), and caulking/ sealing of the frame as needed to help reduce air infiltration. The insert units will then be installed per manufacturer's instruction & fitted to the existing frames to achieve the best fit & performance of each unit. Frame expanders will next be applied (if applicable) to complete the exterior portion of the install. Next, the interior will receive a low expanding foam spray insulation between the existing frame & the new window. Interior sash stops will be trimmed & re-applied. Note: If lead is present, it may be necessary to REPLACE the stops. 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.

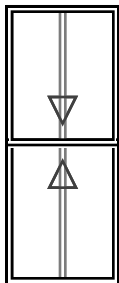
**PERMITS**

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.

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**Item#: 1 Location: BAY FLANKERS Qty: 2 Unit Price: \$965.65 Total: \$1,931.30**

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Manufacturer: Marvin; wood double hung tilt pac; sash opening: 27 3/4" x 69 3/4"; 1 /unit satin taupe sash lock; beige jamb hardware; primed pine interior; primed pine exterior; screen: no screen; glass add for all sash/panels; standard bevel; # LOW E 1 WITH ARGON.

**Top & Bottom Sashes**

Primed pine sash exterior, primed pine sash interior, insulated glass, clear, stainless perimeter and spacer bar, 7/8" simulated divided lite – with spacer bar – stainless – rectangular grille – special lite cut 2 wide x 1 high: primed pine exterior – primed pine interior, putty exterior glazing profile.

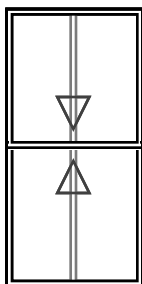
Initials required  
Buyer:\_\_\_\_\_

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**Item#: 2 Location: BAY MIDDLE Qty: 1 Total: \$1,048.42**

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Manufacturer: Marvin; wood double hung tilt pac; sash opening: 33 7/8" x 69 7/8"; 1 /unit satin taupe sash lock; beige jamb hardware; primed pine interior; primed pine exterior; screen: no screen; glass add for all sash/panels; standard bevel; # LOW E 1 WITH ARGON.

**Top & Bottom Sashes**

Primed pine sash exterior, primed pine sash interior, insulated glass, clear, stainless perimeter and spacer bar, 7/8" simulated divided lite – with spacer bar – stainless – rectangular grille – special lite cut 2 wide x 1 high: primed pine exterior – primed pine interior, putty exterior glazing profile.

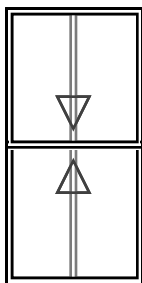
Initials required  
Buyer:\_\_\_\_\_

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**Item#: 3 Location: BEDRM SIDE UNIT Qty: 1 Total: \$1,047.53**

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Manufacturer: Marvin; wood double hung tilt pac; sash opening: 33 3/4" x 69 1/2"; 1 /unit satin taupe sash lock; beige jamb hardware; primed pine interior; primed pine exterior; screen: no screen; glass add for all sash/panels; standard bevel; # LOW E 1 WITH ARGON.

**Top & Bottom Sashes**

Primed pine sash exterior, primed pine sash interior, insulated glass, clear, stainless perimeter and spacer bar, 7/8" simulated divided lite – with spacer bar – stainless – rectangular grille – special lite cut 2 wide x 1 high: primed pine exterior – primed pine interior, putty exterior glazing profile.

Initials required  
Buyer:\_\_\_\_\_

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

	<u>Total Material</u>	<u>\$4,027.25</u>
	Sub Total	\$4,027.25
	Sales Tax (5.5%)	\$221.50
	Total Labor Cost	\$840.00
	Disposal Fee	\$100.00
	Building Permit (if req'd)	\$100.00
	<u>Lead Containment (as outlined by the EPA)</u>	<u>\$200.00</u>
<b>Total Installation, Material And Tax As Specified Above:</b>		<b>\$5,488.75</b>

**Payment schedule terms**

- \$2,500.00** DUE UPON ACCEPTANCE
- \$2,488.75** DUE PRIOR TO DELIVERY (to release order)
- \$500.00** BALANCE UPON COMPLETION

**General Installation Conditions and Provisions**

**STANDARD COMPLETE REPLACEMENT**

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

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

**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 or 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, shall result in a change order to the work that shall be signed, authorizing said changes. Additionally, existing wall conditions need to be plumb, level

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

and structurally sound so as to allow for proper installation. Any openings that are not so may require modification. This too will result in a change order.

**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 \_\_\_\_\_ weeks after the order has been approved and processed. The approximate time of substantial completion on this project is \_\_\_\_\_ day(s) after construction begins. These starting and completion dates 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 please be sure to have them secured prior to commencement of the job.

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

**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 the order as specified above. Payments will be made as outlined.

Accepted: \_\_\_\_\_  
Sebastian Jablonski \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_  
Dave Thibeau  
Millwork Specialist

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