# FAÇADE RENOVATION GRANT APPLICATION FORM

| Applicant  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|
| Name of Business 10 Emery Duner, UC  |  |  |  |  |  |  |  |
| Contact Name Brian Bair  |  |  |  |  |  |  |  |
| Address 263 20 Ave, ste 105 Muot, CO   |  |  |  |  |  |  |  |
| Telephone Work <b>415 269. 2448</b> Home   |  |  |  |  |  |  |  |
| Email briand masses.com  |  |  |  |  |  |  |  |
| Project Information  |  |  |  |  |  |  |  |
| Building Address 110 Emery Steet   |  |  |  |  |  |  |  |
| Legal Description Lots 1,2 N. 65.34 FT LOT3 : LOTS 7,89  |  |  |  |  |  |  |  |
| Year built 1968 Is this a historic property? Yes   |  |  |  |  |  |  |  |
| Is there a formal historic designation of the property? Yes No   |  |  |  |  |  |  |  |
| Ownership [[D Gmery bure, llc  |  |  |  |  |  |  |  |
| Property Owner (if different from applicant). Please attach property owner permission document to application. |  |  |  |  |  |  |  |
| Contact Name SAME as above   |  |  |  |  |  |  |  |
| Phone  |  |  |  |  |  |  |  |
| Email  |  |  |  |  |  |  |  |
| Mailing Address  |  |  |  |  |  |  |  |
| Lease term (if applicable) Lease expiration date   |  |  |  |  |  |  |  |

Longmont Downtown Development Authority 320 Main St., Longmont, CO 80501 www.downtownlongmont.com - (303) 651-8484 Description of Renovation Project (include all work to be completed, even those items not eligible in the Façade Grant, i.e. interior improvements, roofing, etc.)

Adaptive re-use and reliab on the core and shell and Marking and Landscripting). All New Systems version and plumbing New Tool ine he

Briefly describe how your project meets the Goals and Strategies of the Downtown Longmont Master Plan of Development.

applie re-use of existrat ontolated and obsolete Tul and maken space. Service DU

Project Schedule (Attach time line for completion, if one exists)

12 20 End Date Start Date Source of Funds for the Project Bank loan b. 4.8 millia **Total Cost of Project** (include all improvement costs) Total Cost of Façade Renovation Facade Renovation Grant Request (25% of Façade Renovation cost, \$10,000 maximum)

Total Grant Request should be based on bids you plan to use for your project. Applicant is not required to use low bid. If using higher bid, applicant should note on the bid the reason for choosing the high bid.

Applicant, by virtue of signature on this applicant document and upon acceptance of funds provided by the Longmont Downtown Development Authority agrees to the terms and requirements of the Façade Renovation Grant Program.

Date

Longmont Downtown Development Authority 320 Main St., Longmont, CO 80501 www.downtownlongmont.com - (303) 651-8484



#### 504 5<sup>th</sup> Ave, Longmont, CO 80501 303-776-3400 FAX: 303-651-6253

SLADEGLASS.COM Your Most Trusted Source for Everything Glass Since 1961

PROPOSAL DATE: June 15, 2020 SUBMITTED TO: Symmetry Builders EMAIL: estimating@symmetrybuilders.net PROJECT LOCATION: 110 Emery Street, Longmont, CO

SLADE GLASS CO., PROPOSES TO FURNISH AND INSTALL MATERIALS AS FOLLOWS:

### Exterior Storefront

Manko 2" x 4 ½", Center Set, Thermally Improved, Anodized Aluminum storefront framing, glazed with 1" Low-E insulated glass units. \**Anodized finish to be determined.* 

## Type 1

(2) openings, approximately 120" x 18", consisting of four lites wide, with no horizontals. To have brake metal sill flashing.

### Type 2

(4) openings, approximately 48" x 48", full lite. To have brake metal sill flashing.

#### Туре 3

(4) openings, approximately 72" x 72", full lite. To have brake metal sill flashing.

#### Type 4

(8) openings, approximately 120" x 120", each consisting of two lites wide, each with one horizontal.

## Type 5

(3) openings, approximately 120" x 120", each consisting of one 3' x 8' storefront door with transom frame and two sidelites, each with one horizontal.

Doors to be narrow stile with 10" bottom rails, full continuous hinges, rim panic bars, keyed cylinders, standard offset exterior pull handles, standard surface mounted door closers,  $\frac{1}{2}$ " aluminum thresholds, and standard seals and door sweeps.

#### Type 6

(2) openings, approximately 120" x 120", each consisting of one pair of 6' x 8' storefront doors with transom frame and two sidelites, each with one horizontal.

Doors to be narrow stile with 10" bottom rails, full continuous hinges, concealed vertical rod panic bars, keyed cylinders, standard offset exterior pull handles, standard surface mounted door closers, ½" aluminum thresholds, and standard seals and door sweeps.

## Type 7

(1) opening, approximately 168" x 120", consisting of one pair of 6' x 8' storefront doors with transom frame and two sidelites, each with one horizontal.

Doors to be narrow stile with 10" bottom rails, full continuous hinges, concealed vertical rod panic bars, keyed cylinders, standard offset exterior pull handles, standard surface mounted door closers, ½" aluminum thresholds, and standard seals and door sweeps.

## **Overhead Door Company Of Denver, Inc.**

Mailing Address: 3291 Peoria Street Aurora, Colorado 80010 Telephone: 303-366-4300 Fax: 303-360-5404 Physical Address 3291 Peoria Street Aurora, Colorado 80010 Telephone: 303-366-4300 Fax: 303-360-5404



Proposal #: 1-47909 Q 79714

| PROPOSAL SUBMITTED TO:<br>SYMMETRY BUILDERS         |     |        |            |             | Da<br>6/2     | ate<br>'26/20                           |                   | ttention | n<br>IATING* |           |              |
|---|-----|--------|------------|-------------|---------------|---|-------------------|----------|--------------|-----------|--------------|
| STREET<br>2820 WILDERNESS PLACE UNIT A-1            |     |        |            |             |               | Job Name<br>110 EMERY ST CORE AND SHELL |                   |          |              |           |              |
| City State ZipCode<br>BOULDER CO 80301              |     |        |            |             |               | Job Location<br>110 EMERY ST LONGMONT   |                   |          |              |           |              |
| Phone Number Fax Number   720-612-0730 303-444-0424 |     |        |            |             | Joł           | Job Phone                               |                   |          |              |           |              |
| ITEM #  | QTY | SERIES | DOOR WIDTH | DOOR HEIGHT | OPENI<br>WIDT |   | OPENING<br>HEIGHT | G C      | PERATION     | HEAD ROOM | JAMB<br>TYPE |
| 1   | 2   | 625    | 10' 0"     | 10' 0"      | 10' (         | 0"                                      | 10' 0"            |          |              |           |              |
| 2   | 2   | RSX-RS |            |             |               |   |                   |          |              |           |              |
| 3   | 4   | 511    | 10' 2"     | 10' 1"      | 10' 2         | 2"                                      | 10' 1"            |          |              |           |              |
| 4   | 1   | 511    | 8' 2"      | 8' 1"       | 8' 0          | )"                                      | 8' 0"             |          |              |           |              |

## FURNISH AND INSTALL:

The above sized 625 series rolling door(s) as manufactured by the Overhead Door Corporation. Door standard features to include the following: Curtain to consist of double interlocking slats with foamed-in-place insulation. Curtain will be provided with malleable iron endlocks on alternate slats. Windlocks will be used as required to meet design wind load, minimum 20 psf. Guides will be three structural steel angles with weatherstripping on exterior side. Brackets will be hot rolled steel plate to support the barrel, counterbalance and hood. Hood will include baffle. Counterbalance will be helical torsion springs housed in a steel pipe with a deflection limited to .03" per foot of span (width) and adjustable by means of an external tension wheel. All non-galvanized, exposed, ferrous surfaces will galvanized steel angle guides, bellmouths, bottom bars, head plates, operator mounting plates, rolled guides, tension wheels, release mechanisms (for fire doors) and wall mounting tubes can NOT be painted, NOR powder coat finished.. The galvanizing process will not allow the additional applied finish to adhere properly to the metal.

RSX models are available in RSX Trolley, Center-mount Trolley and Dual Trolley for Sectional, and RSX Jackshaft with and without hoist for Rolling Steel.

All RSX Standard Duty models are available in Single phase 115vac, 208vac, 230vac, Three phase 208vac, 230vac, 460vac, and Three phase 575vac; 1/2, 3/4 and 1 Hp, Open, Drip Proof (ODP) continuous duty (60 cycles per hour at peak usage), Totally Enclosed Non Ventilated Motor (TENV), Totally Enclosed Fan Cooled Motor (TEFC), and NEMA 4 and 4X with enclosed brake and sealed electrical box.

Trolley models are available with or without brake on ½ hp models. Sidemount and Centermount direct couple to the door shaft with or without hoist. Hoist models are left hand or right hand. The RSX Trolley will operate Standard Lift Doors, and the Sidemount series will operate Lift Clearance and Vertical Lift Sectional Doors up to 24' high with a maximum weight of 1120 lbs for 1/2hp, 1370 lbs for 3/4 hp, and 1620 lbs for 1 hp. Trolley Rails for door heights up to 12' are standard.

Rolling Steel models are available with or without hoist, front of hood, top of hood, wall- mount. Hoist models are left hand or right hand. The Rolling Steel series will operate Rolling Steel doors up to 24' high and with a maximum weight of 998 lbs for 1/2hp, 1220 lbs for 3/4 hp, and 1440 lbs for 1 hp

New electrical and mechanical features for all models include:

Easy limit setting with Limit Lock<sup>™</sup> - a patent pending electro/mechanical limit sensor that makes it easy to set and maintain limits.

Voltage freedom with Voltamatic<sup>™</sup> - one unit for single phase voltages (115/208/230V), one unit for three phase voltages (208/230/460V) and one unit for three phase 575V.

Extra door system durability with Progressive Braking - DC brake system brings the door to a soft stop for less wear and tear on the system.

Control system features a delay on reverse operating protocol

Easy installation and trouble-shooting with Einstein Logic<sup>™</sup> - intelligent menu structure and expanded self-diagnostics

Extra safety and security with Advanced Radio Receiver System – stores up to 250 CodeDodger® transmitters including the new commercial dual frequency cycle versions

Primary reduction is Super Belt<sup>™</sup> with automatic tensioning (secondary reduction is by chain and sprocket) RSX operator comes with a Two Year Limited Warranty

The above sized 511 series sectional door(s), as manufactured by the Overhead Door Corporation. Door standard features to include the following:

Sections will be constructed using 204R1 clear anodized rails and stiles extruded from 6063-T6 aluminum, .050 anodized aluminum panels. 7/16" center stiles, 2 3/4" end stiles, 1 3/8" intermediate rails, and up to 3 3/4" top rails and up to 4 1/2" bottom rails. Hinges and fixtures will be galvanized steel.

PROPOSAL TO INCLUDE THE FOLLOWING: Item 1 above to feature the following:

Item 2 above to feature the following:

- (1) Photo eye NEMA 4X Commercial Thru Beam (OPAKPEN4GX.S).

Item 3 above to feature the following:

- (1) Solid Sections, Deduct for Open bottom section.
- (5) Solarban 70XL Tempered Equivalent Glazing For Sash Sections, 1/2".
- (20.17) Weatherseal, Saverstrip #407100.0003.
- (10.17) Weatherseal, Top Seal, dual flap #408972.
- (1) Lock, Inside Slide #1 (STD).
- (20.17) Track, 2", Continuous Angle In (#2) STEEL JAMB (STD).
- (10.17) Solid Shaft, 1" In Lieu Of Tubing.

Item 4 above to feature the following:

- (1) Solid Sections, Deduct for Open bottom section.
- (4) Solarban 70XL Tempered Equivalent Glazing For Sash Sections, 1/2".
- (16.17) Weatherseal, Saverstrip #407100.0003.
- (8.17) Weatherseal, Top Seal, dual flap #408972.
- (1) Lock, Inside Slide #1 (STD).
- (1) Lift Clearance Track 24"-48" Headroom.
- (16.17) Track, 2", Continuous Angle In (#2) STEEL JAMB (STD).
- (8.17) Solid Shaft, 1" In Lieu Of Tubing.

We hereby propose to complete in accordance with above specification, for the sum of:

#### Thirty Thousand Nine Hundred Dollars and No Cents

#### 30,900.00

Signature

Shaylyn Garriepy Shaylyn.Garriepy@OverheadDoorDenver.com Direct Dial: 303-870-5754

#### TERMS AND CONDITIONS

Payment to be made as follows:

Prices subject to change if not accepted in 60 days.

PAYMENT TERMS: NET 30 DAYS. A 50% deposit is required on all special order products. Openings are to be prepared by others in accordance with our specifications. All electrical work (including conduits, wiring & connections) by others unless specifically set forth above. Interest to accrue on unpaid balance beyond terms at the rate of 1.5% per month (18% per annum). It is company policy to file mechanic liens on projects not paid within 90 days. The undersigned agrees to pay the cost of collections, including reasonable attorney fees. Material prices are subject to increase due to the fluctuating steel market and thus are not protected against these price increases. Documentation can be provided in the event manufacturers prices increase due to increase due to steel cost.

ACCEPTANCE: Terms, Price, and specifications on all pages of this proposal are hereby accepted and the work authorized.

Purchaser: \_

Signature

Title

Date of Acceptance



#### 504 5<sup>th</sup> Ave, Longmont, CO 80501 303-776-3400 FAX: 303-651-6253

SLADEGLASS.COM Your Most Trusted Source for Everything Glass Since 1961

PROPOSAL DATE: June 15, 2020 SUBMITTED TO: Symmetry Builders EMAIL: estimating@symmetrybuilders.net PROJECT LOCATION: 110 Emery Street, Longmont, CO

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## Type 8

(2) openings, approximately 96" x 108", each consisting of two lites wide, each with one horizontal.

## Туре 9

(1) opening, approximately 96" x 108", consisting of one 3' x 8' storefront door with transom frame and two sidelites, each with one horizontal.

Doors to be narrow stile with 10" bottom rails, full continuous hinges, rim panic bars, keyed cylinders, standard offset exterior pull handles, standard surface mounted door closers,  $\frac{1}{2}$ " aluminum thresholds, and standard seals and door sweeps.

## Materials, Tax, and Labor.....\$92,607.00

### Add Alternate

Exterior storefront glazing to be tinted in lieu of clear......\$5,049.00

Exclusions:

Professional/Engineered Shop Drawing Shipment of Physical Samples Interior Caulking of Exterior Storefront to Drywall Work Performed Outside of Normal Business Hours

Respectfully submitted by, Jessica Marble

| ACCEPTED: | SLADE GLASS CO.             |
|-----------|-----------------------------|
| Signed    | _ By: Jessica Marble        |
| Title     | Title: Commercial Estimator |
| Date      | Date: June 15, 2020         |

#### **TERMS AND CONDITIONS**

PROGRESS PAYMENT CONSISTING OF 90% OF VALUE OF ALL MATERIALS DELIVERED TO JOB SITE OR IN OUR WAREHOUSE AND WORK PERFORMED DURING THE MONTH IS TO BE PAID UPON BEFORE THE 10TH OF THE FOLLOWING MONTH. BALANCE IN FULL IS DUE UPON COMPLETION OF THE CONTRACT. ALL SUMS NOT PAID WHEN DUE SHALL BEAR INTEREST AT THE RATE OF 1 ½ % PER MONTH FROM THE DATE DUE UNTIL PAID, OR AT THE MAXIMUM LEGAL RATE PERMITTED BY LAW, WHICHEVER IS MORE. SLADE GLASS CO., SHALL BE ENTITLED TO ALL COSTS OF COLLECTION, INCLUDING COURT COSTS AND REASONABLE ATTORNEY'S FEES. SLADE GLASS CO., CAN TERMINATE THIS CONTRACT IF PAYMENT IS NOT MADE AS AGREED, AND IS THEN ENTITLED TO PAYMENT FOR THE WORK DONE AND MATERIALS SUPPLIED AS OF THE DATE OF TERMINATION. SLADE GLASS CO., REQUIRES REIMBURSEMENT OF ALL CHARGES FOR ADDITIONAL LIABILITY INSURANCE CERTIFICATES.

1. We reserve the right to correct clerical errors, notwithstanding prior acceptance. If the error is one of substance rather than form, our acceptance may be withdrawn if correction renders the proposal unacceptable.

2. This proposal is based upon the performance of all work during our regular working hours. Extra charges will be made for all work performed outside our regular working hours if done at the customer's request.

3. This proposal, if accepted, is subject to the approval of our Credit Department.

4. On custom material orders, a 50% deposit is required, unless credit has been approved.

5. All framing and masonry pertinent to our work must be erected plumb and straight, and in accordance with working details and specifications prepared or approved by us. Any changes necessitating alterations or extra material not included in this proposal shall be charged for accordingly. Furnishing and complete erection of framing and masonry to receive our materials is to be done by others.

6. We will not accept changes or extras to the contract without prior written authorization signed by both Slade Glass Co., and the contractor/customer.

7. Slade Glass Co., shall not be responsible for pre-existing conditions such as wood rot, damaged tile work, etc., that are not visibly apparent.

8. We shall not assume responsibility for delays caused by strikes, lock-outs, fires, carriers, severe weather, or any other causes beyond our control, including without limitation, delays or improper performance by any other trade.

9. We are to be afforded adequate use of the hoist during regular working hours, for transportation of our material. No charge is to be made for our employees use of elevators or other conveyance. It is understood that we are to be provided with suitable space on the project site for storage of materials, without any change.

10. We will not accept any changes for use of telephone, electric lights, security services, sanitary facilities, temporary structures; charges for general office expense, insurance, nor pro-rated charges of any description. We will not accept any penalty charge for delay in performance, whether designated as liquidated damages or otherwise. We agree to remove our own rubbish, but will not accept any charge for removal or general cleaning, unless we have previously agreed to do so, in writing.

11. We shall not be required to install our materials under unfavorable weather conditions, as defined in manufacturer's instructions, or as determined by accepted practices, unless protection and heat as required to bring conditions within accepted limitations are supplied by other, without charge.

12. All materials will be furnished within acceptable industry standard for color variation, thickness, size, finish, texture, and performance standards.

13. No fees, charges, expenses or claims for property damage, in connections with the performance of this contract shall be honored, unless previously investigated and authorized in writing by us.

14. We shall not assume responsibility for stains or corrosion which may occur on metal construction after installation.

15. We shall not assume responsibility for the formation of frost or condensation on glass or metal, because of numerous and uncontrollable causes of the weather and indoor climate control conditions.

16. Final cleaning is excluded.

17. We shall not replace without charge any broken or damaged glass, metal or other materials unless breakage or damage is caused directly by our own employees.

18. When performance of the contract involves re-use of owner's materials, such materials will be handled at owner's risk only.

19. Any disputes or differences shall be subject to arbitration in accordance with A.I.A. rules and procedures, if desired by either party to the contract.

20. The contractor/customer shall purchase and maintain Builder's Risk Insurance in the full value of the entire work and materials to be supplied by us.

21. If amounts due us under the contract are not paid when due, we shall have the right to stop further work without prejudice to any other remedy we may have.

22. After acceptance of this proposal, the buyer will allow us a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of this contract.

23. Slade Glass Co. is not authorized to apply for nor be granted building permits.

24. All materials furnished by us are guaranteed against defect in workmanship for a period of one year. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE WILL NOT BE RESPONSIBLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

25. This proposal covers the entire understanding of the parties hereto, and no modification shall be valid unless in writing and signed by such parties.

|                                   |   |   |   |   | Bid P  | - V ]                             | <b>UUUUU</b>                    |
|-----------------------------------|---|---|---|---|--|-----------------------------------|---------------------------------|
| 12450 Mead Wa<br>Littleton, CO 80 | -   | 0: 303.791.   | 3122  |   | <i>Date:</i> 6.26.20   |                                   |                                 |
| Project Name:<br>Location:        | 110 Em  | •   |   | Proposed To:  | Symmetry Builders<br>5069 Silver Peak Ave Suite 1<br>Dacono  | со                                | 80514                           |
|                                   | 0   |   |   |   | Estimating<br>303-444-1044   | Fax est                           | timating@symmetrybuilders.com   |
| Architect:<br>Plan Date:          |   | Lemonade<br>/10/20  | Adde  | ndums Noted:  | DD Plans   |                                   |                                 |
| Description of Sc                 | ope of Wo   | ork:  |   | Sales Tax:  | Included   |                                   |                                 |
| Ken Caryl Glass F                 |   |   | p:  | • .   |  |                                   |                                 |
| <u>Finish:</u><br>Frames:         |   |   |   |   | nodized Finishes<br>x 4 1/2" Storefront with Comp Ch   | annel ar                          | nd Sill Flashing                |
| <u>Warranty:</u>                  |   | 10-Years<br>5-Years   |   | Labor: 1-Year   |  |                                   |                                 |
| <u>Glass:</u>                     |   | all Clear over<br>ed and Annea  |   |   | h Technoform Spacer and Argon  | Infill                            |                                 |
| <u>Doors:</u><br>Hardware:        | All are M<br>Doors A<br>Norton 2<br>Doors B<br>Norton 2 | Medium Stile S<br>1, A2 and D3<br>1601 Surface<br>1, B3, C1 and<br>1601 Surface | Standard<br>- Offset I<br>Closer w<br>D1 - Offs<br>Closer w | l Storefront Doors<br>Pivots with Intern<br>vith Drop Plate, St<br>set Pivots with Ite<br>vith Drop Plate, St | Four (4) Singles B1, B3 C1 and D1<br>s with 10" Bottom Rails<br>nediate, First Choice 3692 CVR Ri<br>andard 72" Threshold and Sweep<br>ermediate, First Choice 3792 Rim<br>andard 36" Threshold and Sweep<br>re Cylinders to be Changed by C | m Exit D<br>o.<br>Exit Devi<br>o. | evice, Standard 9" Pull Handle, |
| Break Metal:                      |   | from Bid.   |   |   |  |                                   |                                 |
| Caulking:                         | Perimet   | er at Exterior  | and Inte  | erior   |  |                                   |                                 |
| Elevations:                       | 0+-   | Approxima   | ta Dima   | ncione  |  |                                   |                                 |
| Type<br>Frame 1                   | Qty<br>2  | <u></u>   | 0" x 18"  |   | Storefront Framing, Glass and G  | azing                             |                                 |
| Frame 2                           | 4   |   | " x 48"   |   | Storefront Framing, Glass and G  |                                   |                                 |
| Frame 3                           | 4   |   | " x 72"   |   | Storefront Framing, Glass and G  | -                                 |                                 |
| Frame 4                           | 8   |   | " x 120"  |   | Storefront Framing, Glass and G  | -                                 |                                 |
| Frame 5                           | 3   |   | " x 120"  |   | Storefront Framing, Glass and G  | -                                 | Doors B1, C1 and D1             |
| Enterna 6                         | 2   |   | " x 120"  |   | Storefront Framing, Glass and G  |                                   |                                 |
| Frame 6                           | 1   | 168   | " x 120"  | Exterior  | Storefront Framing, Glass and G  | lazing + I                        | Door A1                         |
| Frame 7                           | 2   | 96"   | ' x 108"  | Exterior  | Storefront Framing, Glass and G  | lazing                            |                                 |
|                                   |   | 041   | ' x 108"  | Exterior  | Storefront Framing, Glass and G  | lazing + I                        | Door B3                         |
| Frame 7                           | 1   | 90  | A 100   |   |  |                                   |                                 |

**Note:** Lead-Time for Material Delivery T.B.D. from date of 1/3 Deposit.

Without an Account, a Deposit of 50% is Due at time of order. Balance is Due upon Completiton.

#### Exclusions / Clarifications:

1. No Permits, Fees, Testing Procedures, or Special Inspection Costs are included. NFRC Field Testing & Certificate

2. No ASTM E 1105 Water Test

8. Wood Blocking

9. Bid Proposal is based upon NORMAL Working Hours - Monday thru Friday 8am to 5 pm.

10. Final application of Wood Stops

<sup>3.</sup> No Engineering Calculations or Engineer's Stamp are included.

<sup>4.</sup> No Demolition, Cutting, Patching or Erection of any Concrete, Masonry, Steel or Wood is included. Backing is to be provided by others.

<sup>5.</sup> Breakage or Damage to Materials is not covered unless caused by KCG. Protection of our installed work is excluded.

<sup>6.</sup> Cleaning or Protection of Glass, Aluminum or Adjacent Materials is excluded.

<sup>7.</sup> Bid Proposal is based upon NON-UNION Labor and based upon normal working hours.

11. No Payment or Performance Bonds are included. No Liquidated Damages are included.

| Accepted By: | Pi | roposed By: | Gabe Ceresko |  |
|--------------|----|-------------|--------------|--|
|              |    | Date:       | 6/26/2020    |  |

This Bid Proposal is subject to change if not accepted within 30 days.

## Type 8

(2) openings, approximately 96" x 108", each consisting of two lites wide, each with one horizontal.

## Туре 9

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| Signed    | _ By: Jessica Marble        |
| Title     | Title: Commercial Estimator |
| Date      | Date: June 15, 2020         |

#### **TERMS AND CONDITIONS**

PROGRESS PAYMENT CONSISTING OF 90% OF VALUE OF ALL MATERIALS DELIVERED TO JOB SITE OR IN OUR WAREHOUSE AND WORK PERFORMED DURING THE MONTH IS TO BE PAID UPON BEFORE THE 10TH OF THE FOLLOWING MONTH. BALANCE IN FULL IS DUE UPON COMPLETION OF THE CONTRACT. ALL SUMS NOT PAID WHEN DUE SHALL BEAR INTEREST AT THE RATE OF 1 ½ % PER MONTH FROM THE DATE DUE UNTIL PAID, OR AT THE MAXIMUM LEGAL RATE PERMITTED BY LAW, WHICHEVER IS MORE. SLADE GLASS CO., SHALL BE ENTITLED TO ALL COSTS OF COLLECTION, INCLUDING COURT COSTS AND REASONABLE ATTORNEY'S FEES. SLADE GLASS CO., CAN TERMINATE THIS CONTRACT IF PAYMENT IS NOT MADE AS AGREED, AND IS THEN ENTITLED TO PAYMENT FOR THE WORK DONE AND MATERIALS SUPPLIED AS OF THE DATE OF TERMINATION. SLADE GLASS CO., REQUIRES REIMBURSEMENT OF ALL CHARGES FOR ADDITIONAL LIABILITY INSURANCE CERTIFICATES.

1. We reserve the right to correct clerical errors, notwithstanding prior acceptance. If the error is one of substance rather than form, our acceptance may be withdrawn if correction renders the proposal unacceptable.

2. This proposal is based upon the performance of all work during our regular working hours. Extra charges will be made for all work performed outside our regular working hours if done at the customer's request.

3. This proposal, if accepted, is subject to the approval of our Credit Department.

4. On custom material orders, a 50% deposit is required, unless credit has been approved.

5. All framing and masonry pertinent to our work must be erected plumb and straight, and in accordance with working details and specifications prepared or approved by us. Any changes necessitating alterations or extra material not included in this proposal shall be charged for accordingly. Furnishing and complete erection of framing and masonry to receive our materials is to be done by others.

6. We will not accept changes or extras to the contract without prior written authorization signed by both Slade Glass Co., and the contractor/customer.

7. Slade Glass Co., shall not be responsible for pre-existing conditions such as wood rot, damaged tile work, etc., that are not visibly apparent.

8. We shall not assume responsibility for delays caused by strikes, lock-outs, fires, carriers, severe weather, or any other causes beyond our control, including without limitation, delays or improper performance by any other trade.

9. We are to be afforded adequate use of the hoist during regular working hours, for transportation of our material. No charge is to be made for our employees use of elevators or other conveyance. It is understood that we are to be provided with suitable space on the project site for storage of materials, without any change.

10. We will not accept any changes for use of telephone, electric lights, security services, sanitary facilities, temporary structures; charges for general office expense, insurance, nor pro-rated charges of any description. We will not accept any penalty charge for delay in performance, whether designated as liquidated damages or otherwise. We agree to remove our own rubbish, but will not accept any charge for removal or general cleaning, unless we have previously agreed to do so, in writing.

11. We shall not be required to install our materials under unfavorable weather conditions, as defined in manufacturer's instructions, or as determined by accepted practices, unless protection and heat as required to bring conditions within accepted limitations are supplied by other, without charge.

12. All materials will be furnished within acceptable industry standard for color variation, thickness, size, finish, texture, and performance standards.

13. No fees, charges, expenses or claims for property damage, in connections with the performance of this contract shall be honored, unless previously investigated and authorized in writing by us.

14. We shall not assume responsibility for stains or corrosion which may occur on metal construction after installation.

15. We shall not assume responsibility for the formation of frost or condensation on glass or metal, because of numerous and uncontrollable causes of the weather and indoor climate control conditions.

16. Final cleaning is excluded.

17. We shall not replace without charge any broken or damaged glass, metal or other materials unless breakage or damage is caused directly by our own employees.

18. When performance of the contract involves re-use of owner's materials, such materials will be handled at owner's risk only.

19. Any disputes or differences shall be subject to arbitration in accordance with A.I.A. rules and procedures, if desired by either party to the contract.

20. The contractor/customer shall purchase and maintain Builder's Risk Insurance in the full value of the entire work and materials to be supplied by us.

21. If amounts due us under the contract are not paid when due, we shall have the right to stop further work without prejudice to any other remedy we may have.

22. After acceptance of this proposal, the buyer will allow us a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of this contract.

23. Slade Glass Co. is not authorized to apply for nor be granted building permits.

24. All materials furnished by us are guaranteed against defect in workmanship for a period of one year. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE WILL NOT BE RESPONSIBLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

25. This proposal covers the entire understanding of the parties hereto, and no modification shall be valid unless in writing and signed by such parties.