



ROYAL PALM

A L U M I N U M

THE WINDOW COMPANY



Licensed Impact Window and Door installation
Providing Quality Since 1994

Proposed Project Estimation and Contract

S O L D T O	Customer	Laura Weidgans	Project	Kelsey Park East Pavilion / Pro Shop
			Address	601 Federal Hwy
	Contractor	Royal Palm Aluminum	Location	Lake Park, FL, USA, 33403
	General #	CGC# 1513273	Contact	Laura Weidgans
	Date	11/07/2024	E-Mail	townclerk@lakeparkflorida.gov
	Salesman	Casey Thomas	Quote #	200-253-2
	Salesman Contact	561-588-2520	Phone Fax	561-881-3311

Product and Installation Package

SEE ATTACHED PGT / CGI PRODUCT DETAIL REPORT : #8167781/ #1036471

THIS BID IS CONTINGENT UPON FINALIZED PRODUCT SIZE AND SELECTION

~PROPOSAL DETAILS/SCOPE OF WORK~

INCLUDES
<u>"HURRICANE IMPACT PRODUCTS"</u>
<u>"INSTALLATION INTO "Retrofit"</u>
<ul style="list-style-type: none"> PRODUCTS PROPOSED AS PGT ▾ PRODUCTS PROPOSED AS CGI ▾ PRODUCTS PROPOSED AS Aluminum ▾ FRAMED IMPACT PRODUCTS PRODUCTS PROPOSED WITH White ▾ FRAME FINISH AND Gray ▾ ▾ TINTED Laminated ▾ GLASS REMOVAL AND DISPOSAL OF EXISTING PRODUCTS MINOR STUCCO REPAIR (AS NEEDED) PERMITTING AND ENGINEERING FEES INCLUDED

DOES NOT INCLUDE

- **INTERIOR AND EXTERIOR** *(WOOD MOLDING, DRYWALL/PLASTER, WINDOWSILL, TILE/WOOD/CARPET FLOORING, PAINTING)*
- **SHUTTER REMOVAL** * (**NO (NOT INCLUDED IN TC)***)

OPTIONAL PACKAGES:

- **COMPLETE WINDOW AND DOOR PACKAGE** - **SEE CONTRACT BELOW**
- **CGI DOOR PACKAGE ONLY** - **\$63,400.00**
- **PGT WINDOW PACKAGE ONLY** - **\$11,200.00**

ALL INFORMATION IS PROPRIETARY AND NOT DISSEMINATED

ALL QUOTES: REASONABLE EXPOSURE TIME FOR PROPERTY QUOTE AT CURRENT MARKET CONDITIONS: 30 DAYSTHIS CONTRACT IS **NOT** CONSIDERED VALID WITHOUT A PAID DRAW #1

THE SIGNING OF THIS CONTRACT IS ACCEPTANCE OF THE INDICATED MATERIAL AND ALL RELATED CONFIGURATION AND AESTHETIC RISKS AND CONSIDERATIONS (REFLECTIVITY, COLOR, AND DISTORTION)

TOTAL CONTRACT DOES INCLUDE FEES FOR PERMITTING, ENGINEERING AND RELATED COSTS WHICH WILL BE BILLED AT COST AS A FINAL DRAW AFTER THE FINAL INSPECTION IS COMPLETED*THE ABOVE MATERIAL AND LABOR AGREEMENT HAS BEEN REVIEWED AND APPROVED: X_____**Project Total****DRAW SCHEDULE AGREEMENT******DRAW #1 – THE DEPOSIT DRAW IS DUE BEFORE MATERIALS ARE ORDERED AND/OR PERMIT APPLICATION IS SUBMITTED******DRAW #2 – THE MATERIAL DRAW IS DUE AS MATERIAL SHIPS FROM THE MANUFACTURER.******DRAW #3 – THE LABOR DRAW IS DUE UPON THE FINAL DAY OF INSTALLATION*******SEE NOTES BELOW ABOUT PARTIAL INSTALLATIONS********FINAL INSPECTION/WARRANTY SERVICE WILL NOT BE SCHEDULED UNTIL DRAW 3 HAS BEEN PAID*******DRAW #4 – THE CLOSING DRAW (PERMITTING FEES) IS DUE UPON PASSING OF THE FINAL INSPECTION***

INSTALLATION	INCLUDED
TOTAL CONTRACT	\$73,000.00
DRAW #1	\$36,500.00
DRAW #2	\$25,600.00
DRAW #3	\$7,300.00
DRAW #4	\$3,600.00

I AGREE TO ABIDE BY THIS DRAW SCHEDULE.

X_____

*****ALL PAYMENTS ARE TO BE MADE OUT TO "ROYAL PALM ALUMINUM, INC" *****

~TERMS AND CONDITIONS~

1. PRICES AND PAYMENT TERMS: All prices are US currency, payable at the office of Royal Palm Aluminum, Inc. in Palm Beach County, Florida. Installation may not begin until all materials have been paid in full. Subsequent progress payments for installation may be required upon the discretion of Royal Palm Aluminum, Inc. Unpaid balances not paid when due shall bear interest at 1.5% per month until paid in full and may jeopardize the installation schedule. Title in any goods described on this form is transferred to the Buyer/Responsible Party at shipment. Buyer/Responsible Party hereby grants to Royal Palm Aluminum, Inc., a security interest in any such goods sold hereunder, or the proceeds thereof, to secure the performance or payment of the obligations of the Buyer/Responsible Party under this agreement. Buyer/Responsible Party agrees to execute any document reasonably required by Royal Palm Aluminum, Inc. to perfect this security interest. **A technology fee of 3.25% will be charged to all credit card transactions, in effect for all payments received after 1/1/2020.**

Royal Palm Aluminum, Inc. will retain all right of a lien provided by the Florida Construction Lien Law until payment is paid in full. PER FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 712.001-713.37, FLORIDA STATUTES, THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE THE RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED, YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY. YOU MAY ALWAYS ASK YOUR CONTRACTOR FOR A RELEASE OF LIEN.

CONTRACT TYPE AND SALES TAX – All projects contracted from this form are assumed to be modifications, additions and/or repair of REAL PROPERTY. This is a **LUMP SUM CONTRACT**. Royal Palm Aluminum, Inc. pays Sales-Tax on all materials required for the completion of the project and **does not charge Sales Tax**.

If any payment is not made when due, Royal Palm Aluminum, Inc. Shall have the absolute right to refuse to deliver any other order or shipment until payment is made.

For Partial installations, the portion (percentage) of completion will be calculated, invoiced and paid as per the above "Labor Draw" Agreement.

Indemnity: To the fullest extent permitted by law, the Buyer/Responsible Party shall, defend, indemnify and hold harmless Royal Palm Aluminum, Inc. its officers, directors, members, consultants, agents and employees (the "Seller Indemnified Parties") from all claims for bodily injury, wrongful death, violation of code or Statute, and property damage, that may arise from the performance of the work and the product sold, to the extent the negligence is attributed to such acts or omissions by Buyer/Responsible Party or anyone employed directly or indirectly by any of them or by anyone for those acts any of them may be liable, including all costs and attorney's fees incurred by Seller to enforce this provision, including mediation, trial and/or court of appeals. The Buyer/Responsible Party shall not be required to indemnify or hold harmless Royal Palm Aluminum, Inc. Indemnified Parties for any acts, omissions or negligence of Royal Palm Aluminum, Inc. Indemnified Parties.

Changes in Scope: Any verbal requests will not be recognized, nor any written change from anyone other than the Buyer or Responsible Party of this contract, unless written consent is given within 5 days of sign contract to authorize a Decision Maker in the Buyer's/Responsible Parties' absence. The Buyer, Responsible Party, or Authorized Decision Maker may order changes without invalidating this contract consisting of additions, deletions or other revisions, the material sum and installation sum being adjusted accordingly.

Sign Here:

I _____ Authorize _____ to be the Authorized Decision Maker in my absence.

2. DELIVERY: Royal Palm Aluminum, Inc. shall schedule delivery and installation following the complete receipt of orders at its facility and shall endeavor to do so in accordance with standard industry practice. Royal Palm Aluminum, Inc. shall not be liable for any delays in installation caused by factors beyond its reasonable control, including but not limited to weather or other acts of God, accidents, disruptions, fires, explosions, breakdowns of essential machinery or equipment, power shortages, transportation or storage delays, labor difficulties, or failure or delay in its usual source of supply, manufacturer delay(s) and or defect(s), war, or terrorist acts. Royal Palm Aluminum, Inc. may not be withheld or be back charged in the event of such a delay as listed. The date of delivery or performance shall be deemed extended for a period greater than or equal to the time lost by the delay.

CLIENT CANCELLATION OF MATERIAL DELIVERY OR INSTALLATION WITHIN 24 HOURS OF SCHEDULED WORK ARE SUBJECT A \$200 RESCHEDULING FEE.

3. WARRANTY: All Royal Palm Aluminum, Inc., installations are warranted against defects in workmanship for a period of one (1) year from the date of material arrival to RPA, provided that the draw schedule is adhered to. Other than the implied warranty of title, NO ORAL, STATUTORY, OR IMPLIED WARRANTY, INCLUDING SPECIFICALLY THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. Royal Palm Aluminum, Inc.'s obligation with respect to the installation shall be limited to this printed warranty. All warranties are void unless Royal Palm Aluminum, Inc. has received payment in full and products are installed in strict conformity with Royal Palm

Aluminum, Inc. specifications and instructions for installation. In the event of a breach of warranty, Royal Palm Aluminum, Inc. shall have the option to repair or replace any defective product or application. Replacement shall not include any other cost other than repair or replacement of the defective product or application. **Warranty service will not be scheduled or completed unless the project has been PAID IN FULL.**

4. LIMITATION OF LIABILITY: Royal Palm Aluminum, Inc.'s liability on any claim for loss or damage arising out of this contract, or for the performance or breach thereof, or connected with the supplying of any service hereunder, or their sale, operation or use, whether based on contract, warranty, tort (including negligence), strict liability or other grounds, shall not exceed the price of such service or part thereof applicable to the claim. In no event shall Royal Palm Aluminum, Inc. be responsible for special, punitive, penal, consequential, or incidental damages, including but not limited to damages for loss of profits or revenue, loss of use of the product or any associated product, cost of capital, cost of substitute products, facilities, or services, or claims of customers for such damages.

5. INSPECTION: Except as otherwise provided in Royal Palm Aluminum, Inc. printed warranty, it shall be Buyer's/Responsible Parties' responsibility to promptly examine and inspect the substantially completed installation and to notify Royal Palm Aluminum, Inc. in writing within ten (10) days after delivery of any complaint that relates to the service provided or any claimed failure of the service to conform to this contract. Failure to notify Royal Palm Aluminum, Inc. within the allowed claim period shall be deemed an irrevocable acceptance of the installation, and a waiver of any claimed defect. Glass and frame finishes shall be in accordance with generally accepted conditions as defined by the Selected ASTM Standards Relating to the Flat Glass Industry-Revised 5/98, Page 1 Paragraph 3.1.1.11: Page 3, Table 1, and Page 5 Paragraph 7.3. Some level of visible distortion is unavoidable and expected when using heat strengthened glass in high performance impact resistant glazing products. Distortion of images whether viewed in transmission or reflectance may be accentuated when viewed at angles other than normal (90°) to the surface; often the more acute or obtuse the angle, the greater the distortion. Inspection of the windows and doors is to be made by examining the product at 10 feet back from the windows and doors to look for scratches, dings, or imperfections in workmanship to establish a punch out list. Inspection is to be reasonable. Additionally, it will be Buyer's/Responsible Parties' responsibility to provide reasonable access to Royal Palm Aluminum, Inc., and municipal authority to inspect the project in accordance with the finalization of the permitting process.

NOTE: Scratches and dings will occur through the process of remodeling, renovation, and new construction due to the number of times the material is handled from manufacturing to delivery to installation and with every trade that interfaces with the projects afterward.

6. SITE PREPARATION: Buyer agrees to prepare the premises to permit the locating or placing of the goods without obstacles or hindrances of any kind. Royal Palm Aluminum, Inc. may, but is not obligated to, provide additional supplies, hardware or other items needed to complete the installation. A space of (3) feet is to be cleared around the area of installation to provide adequate working space for installation to commence. **All window and door treatments/fixtures/shutters/sills/surrounding tiles/ and paint are to be removed BY OTHER prior to installation, any material within one foot of the installation space is considered "AT RISK" and Royal Palm Aluminum, Inc. shall not be held liable for any damages that occur therein.**

7. BUYER'S REPRESENTATIONS: If the goods are to be installed as improvements to real property, (and unless indicated otherwise in this agreement or a separate purchase agreement, the goods are to be installed as improvements to real property) Buyer/Responsible Party represents to Royal Palm Aluminum, Inc. that none of the goods may be resold as a separate item.

8. GENERAL MATTERS: Buyer/Responsible Party agrees to give Royal Palm Aluminum, Inc. full and prompt cooperation with respect to any request for action related to consumer product safety issues. No assignment of this agreement may be made without prior written approval by Royal Palm Aluminum, Inc. This contract shall be deemed made in Palm Beach County, Florida and shall be governed and construed under the laws of Florida. Venue of any action arising out of this agreement shall be in Palm Beach County, Florida. This agreement represents the entire agreement of the parties and may not be altered or modified other than by a writing signed by Royal Palm Aluminum, Inc.

9. ADDITIONAL NOTES: Parties shall be entitled to conduct **reasonable discovery** before, during, and after construction process - Royal Palm Aluminum, Inc. has authority to refuse continuation of and installation of any openings deemed a potential risk to the installation of windows, doors, and other fenestration openings; or the potential risk of injury, loss or damage that may occur. **PRICE PER PRODUCT IS A VARIABLE PRICE ONLY INCLUDED INTO SINGLE LINE-ITEM PRICING, NOT TOTAL CONTRACT AMOUNT.**

SCREEN RETENTION: At the discretion of Royal Palm Aluminum, Inc. Screen material **may** be stored at their facility for a period of up to (1) one year of completion of substantial installation. After this point they may be discarded without notice.

GLASS DISTORTION: Heat strengthened glass may have optical distortions that occur as a result of the strengthening process. Optical distortions are not considered defects and are not covered under warranty. Optical distortion and other glass imperfections consistent with ASTM or other industry standards, which do not affect structural integrity are also not covered.

HARDWARE FINISH: Hardware warranty is per manufacturer; in general, functionality has a specified duration of coverage. Finish and corrosion are generally not covered. For extended aesthetic performance, see care and maintenance guidelines.

THE BELOW SIGNATURES SIGNIFY AGREEMENT TO THE TERMS AND CONDITIONS STIPULATED ABOVE AND AN OVERALL NOTICE TO PROCEED FOR THE PROJECT.

CONTRACT ACCEPTED BY: _____

DATE ACCEPTED: _____

CONTRACTOR SIGNATURE: _____

DATE ACCEPTED: _____

