



209 West Littleton Blvd • Littleton, CO 80120 • Phone: 303-794-3192

DIANE MARINO
Phone: 720-771-6874

Job Address:
828 LINCOLN AVE
LOUISVILLE, CO 80027

Print Date: 5-9-2023

MARINO SALES AGREEMENT

Buyer (which means all purchasers, jointly and severally) residing at the address shown above, hereby agree to purchase from Seller, upon Seller's acceptance hereof, subject to the terms and conditions, AT THE BOTTOM OF THIS AGREEMENT HEREOF, the following described goods and/or services for repairs, alterations, additions, accessories, and improvements upon or in connection with the real property located at: SAME AS ABOVE

FOR INFORMATION REGARDING ORDER STATUS, INSTALL SCHEDULE OR ANY OTHER CONCERNS REGARDING YOUR WINDOW/DOOR ORDER CONTACT LISA GRAVINA AT 303-794-3192.

WE, UNDERSIGNED, REQUEST THAT GRAVINA'S WINDOW CENTER, INC. PERFORM THE FOLLOWING:

Seller: Gravina's Window Center, INC.

By: Jeff Gravina

By: Tim McMahon

(Salesperson)

Email: diane.marino1@comcast.net

General Specs:

Year Of The Home: 1900

Test For Lead: Yes

Lead Renovation Required: TBD

Permit Required: TBD - **PERMIT FEES ARE NOT INCLUDED IN CONTRACT PRICE**

Provide and Install:

(13) Marvin Clad Signature Windows Into (9) Openings

Locations:

1. E. Family - Double Hung-2. SDL Grilles Top Sash Only 3W???
2. N. Family - Double Hung-2. SDL Grilles Top Sash Only 3W???
3. E. Dining - Double Hung-2. SDL Grilles Top Sash Only 3W???
4. S. Dining - Double Hung-2. SDL Grilles Top Sash Only 3W???
5. W. Bath - Double Hung. SDL Grilles Top Sash Only 3W??? Tempered???
6. N. Bed 1 - Glider OX. NO GRILLES

7. 2nd E. Bed 2 - Double Hung. SDL Grilles Top Sash Only 3W???
8. 2nd S. Bed 2 - Double Hung. SDL Grilles Top Sash Only 3W???
9. 2nd W. Office - Double Hung. SDL Grilles Top Sash Only 3W???

Window Specs:

Window Style: Marvin Clad Signature Double Hung and Glide

Ext. Color: Stone White

Int. Color: Pine. Prefinished Stone White

Glazing: LoE 366 ERS CAP Tubes

Grilles: SDL Top Sash Only - See Line Items

Window Hardware: Antique Brass

Screens: White Full Frame. Half Screen For Glide Unit

Mesh: Standard Brightview

Weatherstripping: White

Ext. Trim: Factory Aluminum BMC

General Labor Specs:

ZIP Wall and Lead Renovation Pending Lead Test

Tarp Work Area and Use Runners Throughout.

Apply Carpet Mask As Needed To Cover Carpet.

Cover/Relocate Furniture and All Breakables.

Remove and Reinstall Window Coverings

Demo Labor Specs:

Demo All Existing Interior EJ's, Casing, Stools, and Aprons.

Demo Exterior BMC

Demo Existing Units.

Inspect Sill Stud For Rot or Mold. If Rot Present, Replace Sill Stud. If Mold Present, Spray With Mold Killer.

Window Install Labor Specs:

Apply Sill Pan Tape To Sill Framing

Set New Units To Existing Plaster Opening and Insulate With TeQ Foam.

Apply New Interior 1X Primed Pine EJ's

Apply New Interior Primed Pine TYPE Casing ???

Apply New Interior 1X Primed Pine Stools With Edge ???

Apply New Interior Primed Pine TYPE Aprons ???

Seal Interior. Seal Exterior With Color Match Caulking

Wash Glass. Haul All Debris

Interior Paint/Stain Labor Specs:

Homeowner Has Interior Paint - YES NO

Paint Interior EJ's, Casing, Stools, and Aprons. ???

Exterior Paint/Stain Labor Specs:

No Exterior Paint Needed Or Included

Special Labor Specs:

1900 Home - Plaster Brick/Brick or Brick/Block Home
Custom Casing SJS

Interior Trim Specs:

Profile: **Species:** **EJ's:** **Stools:**

Exterior Trim Specs:

Factory BMW

ETA:22-24 Weeks

TERMS OF PAYMENT: Payment is due on completion of this contract, as determined by Seller, FINANCE CHARGE BEGINS TO ACCRUE ON COMPLETION AS HERIN ABOVE DESCRIBED.
BUYERS RIGHT TO CANCEL: IF THIS AGREEMENT WAS SOLICITED AT YOUR RESIDENCE AND YOU DO NOT WANT THE GOODS AND SERVICES, YOU MAY CANCEL THIS AGREEMENT BY MAILING A NOTICE TO THE SELLER. THE NOTICE MUST SAY THAT YOU DO NOT WANT THE GOOD OR SERVICES AND MUST BE MAILED BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN THIS AGREEMENT. THE NOTICE MUST BE MAILED TO GRAVINAS WINDOW CENTER , INC. 209 WEST LITTLETON BLVD, LITTLETON, CO 80120

CASH PRICE (Including Sales Tax)	\$ 45,562.00
Less: Cash Down Pmt.	\$ 22,781.00
Cash to be Paid on Install Completion.	\$ 21,806.00
(Cash to be Paid on Paint Completion)	\$ 975.00

TERMS AND CONDITIONS

1. The above offer to purchase the goods and services herein set forth is subject to the approval of the Seller which must be evidenced by the execution hereof by is duly authorized officer. Buyer shall be notified as soon as practicable of the rejection hereof. It is agreed that Seller shall have the right to alter, amend or change the above work specifications when existing conditions indicate such changes would be in conformance with the generally accepted practice in the trade as determined by Seller.
2. Seller shall furnish or cause to be furnished all materials and labor required in accordance with the specifications set forth above. It is agreed that Seller shall have the right to assign this Agreement or subcontract for the performance of any or all its obligations hereunder.
3. Access: You agree to grant Gravina's Window Center reasonable access to your premises during business hours and days for the purposes of delivering the products and performing the services contemplated on the Proposal. Gravina's Window Center will move or remove window treatments, furniture and any other items in the immediate vicinity of the windows to be replaced. Gravina's Window Center will make every reasonable effort to exert care in the removal/relocation of such items, but cannot be held responsible for any items which it moves to facilitate the installation of products. Seller does not guarantee that existing window cover or treatments will fit new windows.
4. Time is of the essence of the Agreement. If Buyer Fails to make a payment provided for herein when due or fails to comply with any other term or condition of the Agreement, all amounts remaining unpaid hereunder shall, at the Seller's option, become immediately due and payable without notice, demand or legal process: subject to however, Buyer's right to cure under the Colorado Uniform Consumer Credit Code, as applicable.
5. Seller shall have the right to enforce any one of more of its remedies granted hereunder successively or concurrently. No waiver by Seller of any default of breach shall be effective unless in writing, nor shall it operate as a waiver of any other breach of default, or of the same breach or default of any future occasion.
6. In the event of any breach of this Agreement by Buyer, including but not limited to Buyer's failure to make any payment when due, Seller shall be entitled to recover any loss sustained pursuant to the Colorado Uniform Commercial Code, including costs incurred by it and reasonable attorney's fees, if referred to an attorney not a salaried employee of Seller. If the terms of payment are not paid when due, Buyer agrees to pay Seller interest at the rate of 1.75% per month until paid in full. In addition, Buyer agrees to pay Seller \$30.00 for each check which is dishonored for any reason by Buyer's Bank.
7. This Agreement shall be governed by the laws of the State of Colorado
8. It is further agreed that any legal process which may be brought to enforce the terms of this contract may be filed with the County of Arapahoe and all parties to the Agreement agree that venue shall be proper in said courts.
9. Seller shall not be liable for delays caused by strikes, weather conditions, acts of God, unavailability of labor or materials at prices acceptable to Seller or any other causes or conditions beyond its control. Shipping and performance dates are estimates, only, and are not guaranteed. They are made on a best effort, as available basis. Gravina's Window Center will make every reasonable effort to meet delivery and performance date quoted in this Proposal but Gravina's Window Center will not be liable for its failure to meet such dates, regardless of cause. In no event will Gravina's Window Center be liable for any damage, consequential or otherwise, arising from any premature or delayed shipment or performance.
10. Seller does not guarantee complete elimination of dirt and /or condensation on windows. Any and all concrete, brick or mortar work is not guaranteed against cracking. Seller does not paint or stain any type of wood or drywall unless specified.
11. Any claim or dispute concerning the goods or merchandise must be made to Seller in writing, within three (3) business days after receipt of such goods or merchandise or installation thereof. No payments shall be withheld by Buyer solely upon his request for service work from Seller. Payment in full shall be made to installer when terms call Cash on Completion.
12. The term "Seller" is used herein shall refer to the parties signing this Agreement as Seller, or if this Agreement has been assigned, to assignee of the Agreement. If there be more than one Buyer, the term "Buyer" shall be deemed to refer to the Buyers named, and they shall be liable, both jointly and severally.
13. Validity of provisions: Severability: The provisions of this proposal will be interpreted to be valid and enforceable under applicable laws to the extent that such interpretation does not materially alter such provisions, provided that such provision becomes invalid or unenforceable, such provisions will become stricken to the extent necessary and the remainder of the provision and the remainder of this Proposal will continue in full force and effect.
14. Non-waiver of rights: No failure or delay by Gravina's Window Center to assert any right under this Proposal will be a waiver of that right or remedy if the circumstances giving rise to the right or remedy continue or repeat. No waiver will be effective unless giving in writing. No term or provision of this Proposal will be construed to limit, in any manner, the right or remedies available to Gravina's Window Center under applicable laws or otherwise but rather are in addition to and cumulative of such rights or remedies.
15. This instrument constitutes the entire agreement between the parties hereto, and no representations, promises or warranties have been made to the Buyer with reference to the goods herein described unless specifically set forth herein. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OF THE GOODS BEYOND ANY EXPRESS WARRANTY GIVEN

BY THE MANUFACTURER OF SUCH GOODS. No modification of this Agreement shall be valid unless executed with the same formality as this agreement.

I confirm that my action here represents my electronic signature and is binding.

Signature: _____

Date: _____

Print Name: _____

Amelia Brackett Hogstad

From: diane marino <diane.marino1@comcast.net>
Sent: Tuesday, August 15, 2023 5:30 PM
To: Amelia Brackett Hogstad
Subject: Materials Budget Proposal for 829 Lincoln Ave

Hi Amelia!

Finally, I have at least some kind of budget for my home! What a process to get anything done. This is what I've managed to put together as the person or persons I've contacted for help with the porch would do installation, but I had to figure out the materials on my own. I hope I am on the right track with this as I feel my application has been in limbo for completion for months.

I am also going to forward you the estimates/costs for the windows and porch renovation labor cost.

Please let me know what the next step is and if I need to come in and meet with you.

Thank you so much for your help!

Diane Marino

Materials Budget for Porch Renovation and Window Costs
829 Lincoln Ave
Louisville, Co 80027

Please reference the architectural rendering of the proposed porch remodel.

Note: The following items are estimates of materials found at either Home Depot, Lowe's or Vintage Woodworks. The cost of items may vary depending on what may actually be available and whether or not the Landmark guidelines prefer wood over vinyl or PVC for some materials.

The following items and costs were researched on Lowe's, Home Depot and Vintage Woodworks

Item: 5.15 in x 6 in x 9 ft Primed White Wood Fir Deck Post (Product Name: Turncraft)
Number of items: 2
Cost for 2 posts: \$428.66

Item: 35 in Classic White Wood Baluster Stair Baluster (Product Name: Crown Heritage)
Number of items: 50
Cost for 50 Balusters: 298.50

Item: Titan Building Products: Wood Post Anchor Bundle Pack

Number of items: 1

Cost for item: 204.24

Item: 6 ft x 4 in x 2 in Brown Pressure Treated Wood Deck Handrail Kit

Number of items: 4

Cost of items: \$47.92

Item: L.J. Smith Stair Systems-Cornerstone 3 in x 57.625 in Newel Post

Number of items: 1

Cost of item: 108.97

Item: Ekena Millwork Carrillo Corbel/Decorative Bracket: PVC material

Number of items: 6

Cost of items: \$242.68

OR

Wood Brackets (from Vintage Woodworks)

Number of items: 6

Cost of Items: \$541.98

Item: Screen Door/Decorative/Victorian

Type: Vinyl price range from \$130-\$200 (Home Depot)

Type: Wood price range from \$320-\$950 (Home Depot or Vintage Woodworks)

Estimated Materials Cost: \$1,200-\$1,800

Estimated Labor/Construction Cost: \$2,050

(see estimate below)

Total Estimate: \$3,800

Labor Estimate:

Note: I contacted several companies that will do small projects like this porch and only one person followed through on an estimate for labor.

JM Flooring Jeff Mayo Business Number 405-550-3680 6687 st vrain ranch Blvd tobiemayo@yahoo.com

ESTIMATE EST897 DATE 07/30/2023

TOTAL USD \$2,050.00

TO Diane.marino1@comcast.net DESCRIPTION RATE QTY AMOUNT

Remove 3 posts and replace with two new ones customer to provide deco posts \$1,600.00 1 \$1,600.00

Build new railing going up front porch steps labor only \$450.00 1 \$450.00 TOTAL USD \$2,050.00

Wood Windows by Marvin

Gravina's Windows of Littleton

Cost: \$45,562

I had to put a down payment and get the process going on the windows or it would have been next spring before I would have had the windows. I am going to forward the windows contract to you, although I may have done that a few months ago.

Part of the delay in getting the budget completed was getting Hartronpft and Associates to complete the necessary evaluation report and the architectural rendering. I know putting an order in for windows before the budget request would not be the normal procedure, but I felt I couldn't wait much longer as wood windows take 22-24 weeks.

I could have gone with fiberglass windows in a shorter time frame, but I feel that a 1900 era house should have wood windows, not vinyl or fiberglass. I believe the style of the windows will create a more era appropriate look for the house. Unfortunately, I didn't have the funds to convert windows back to the original sizes, as that would have involved new siding and renovations in the interior of the home.

It also took months to finally get a least one person to give me an estimate for porch work. I have contacted several companies and most do not want to work on such a small project. Others showed up to take information and then disappeared.

I am keeping the current siding, which is from the mid-50's. At this point I guess it is vintage! The house will get a complete painting once windows are installed.

Given the timeframe for the grant application, I would anticipate completing house painting and porch renovations in late fall or spring due to winter weather approaching.

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