

QUOTE NUMBER:

MADE IN  THE USA

**MCC1911**

PROJECT REFERENCE: VILLAGE OF MAMARONECK COUNSELING CENTER

PROJECT LOCATION: MAMARONECK, NY



Since 1985, Optimum Window has made its mark in the Steel Window industry as the largest and most diversified manufacturer of Steel Windows and Doors in the United States. Competitiveness being the drive for all entrepreneurs, Optimum has continued its growth with a series of custom high-tech metal window and door systems designed for commercial, high-end residential and historical applications.

## Milcon Construction Corp

**TO:** Milcon Construction Corp  
142 Dale St  
West Babylon, NY 11704

**QUOTE DATE:** December 22, 2022

**REVISED:** N/A

**Attn:** JACEK UCINSKI

**TERMS:** 1/3 Deposit, Balance C.O.D.

**Email:** jucinski@milconconstruction.com

**SUBMITTED BY:** FF/CD

**Phone:** 631-387-5190

**Fax:** 631-756-9537

**Mobile:** 631-387-5187

### NOTES:

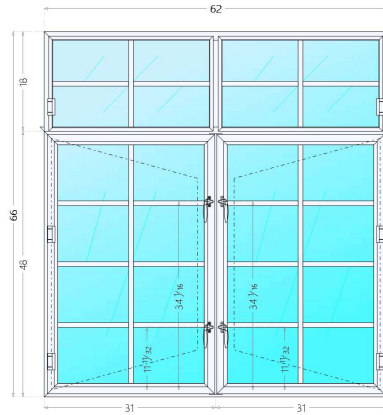
- All prices are for supply of material only.
- All prices are based upon Optimum's standard sections and specifications.
- All out of state deliveries by common carrier are subject to a C.O.D. fee which is paid for by the customer.
- Crated deliveries are subject to a fee of \$350.00. Volume deliveries are subject to a 6% fee for the amount noted on the check which is to be collected by carrier.
- Prices listed are valid for 15 days from date quoted, Optimum Window Mfg. Corp. reserves the right to change pricing and material specifications at its discretion.

01

Qty: 5 Frame Size = 62" x 66"

**TYPE:**

W1

FIRE  
FR-4700

\*INTERIOR VIEW\*

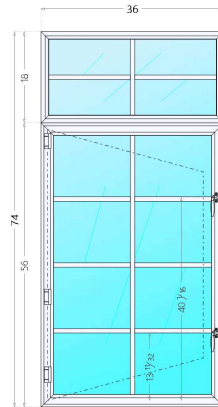
FINISH:  
O.W.M.'s Std. White,  
Bronze, or BlackFR4700 45 Min Fire-Rated Out-Swing Single Casement w/ Fixed Window Assembly  
w/ Single Point Fastener  
1" Polished ceramic- 3/16" Polished ceramic-5/8" air space-3/16" Low-E

02

Qty: 3 Frame Size = 36" x 74"

**TYPE:**

W 2

FIRE  
FR-4700

\*INTERIOR VIEW\*

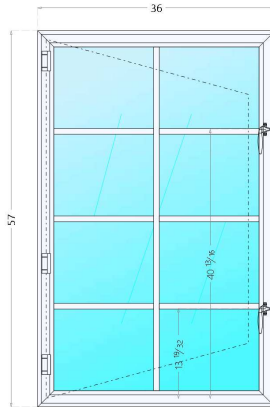
FINISH:  
O.W.M.'s Std. White,  
Bronze, or BlackFR4700 45 Min Fire-Rated Out-Swing Single Casement w/ (1) Fixed Window Assembly  
w/ Installation Strap, w/ Single Point Fastener  
1" Polished ceramic- 3/16" Polished ceramic-5/8" air space-3/16" Low-E

03

Qty: 4 Frame Size = 36" x 57"

**TYPE:**

W 3

FIRE  
FR-4700FINISH:  
O.W.M.'s Std. White,  
Bronze, or Black

\*INTERIOR VIEW\*

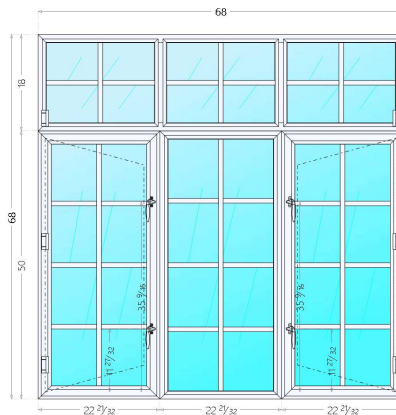
FR4700 Outswing Single Casement 45 Minute Fire Rating  
w/ Single Point Fastener  
1" Polished ceramic- 3/16" Polished ceramic-5/8" air space-3/16" Low-E

04

Qty: 2 Frame Size = 68" x 68"

**TYPE:**

W 4

FIRE  
FR-4700FINISH:  
O.W.M.'s Std. White,  
Bronze, or Black

\*INTERIOR VIEW\*

FR4700 45 Min Fire-Rated Out-Swing Single Casement w/ (4) Fixed Window Assembly  
w/ Single Point Fastener  
1" Polished ceramic- 3/16" Polished ceramic-5/8" air space-3/16" Low-E

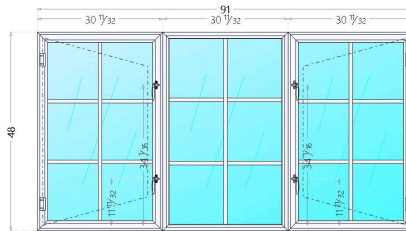
**05**

Qty: 2 Frame Size = 91" × 48"

**TYPE:**

**W 5**

**FIRE  
FR-4700**



FINISH:  
O.W.M.'s Std. White,  
Bronze, or Black

**\*INTERIOR VIEW\***

FR4700 45 Min Fire-Rated Out-Swing Single Casement w/ (1) Fixed Window Assembly  
w/ Single Point Fastener  
1" Polished ceramic- 3/16" Polished ceramic-5/8" air space-3/16" Low-E

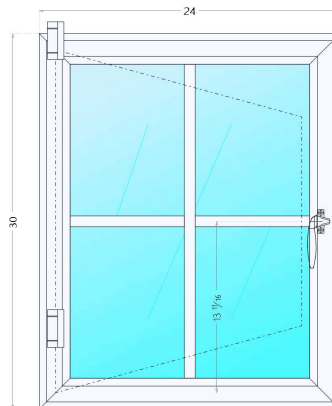
**06**

Qty: 1 Frame Size = 24" × 30"

**TYPE:**

**W 6**

**FIRE  
FR-4700**



FINISH:  
O.W.M.'s Std. White,  
Bronze, or Black

**\*INTERIOR VIEW\***

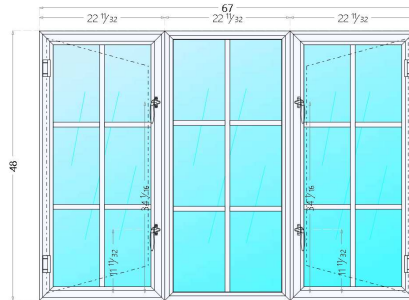
FR4700 Outswing Single Casement 45 Minute Fire Rating  
w/ Single Point Fastener  
1" Polished ceramic- 3/16" Polished ceramic-5/8" air space-3/16" Low-E

07

Qty: 3 Frame Size = 67" × 48"

**TYPE:**

W 7

FIRE  
FR-4700FINISH:  
O.W.M.'s Std. White,  
Bronze, or Black

\*INTERIOR VIEW\*

FR4700 45 Min Fire-Rated Out-Swing Single Casement w/ (1) Fixed Window Assembly  
w/ Single Point Fastener  
1" Polished ceramic- 3/16" Polished ceramic-5/8" air space-3/16" Low-E**NOTE:**

- \* FR4700 45 Min Fire-Rated O.S. Casement Maximum Allowed Operable Dimensions= 36"Wx 60"H
- \* Price Includes O.W.M Std. Surface Applied Grids.
- \* Above Units To Be Shipped Knocked Down & Must Be Assembled In The Field By Installer
- \* Above Units Priced W/ O.W.M Std. Sections & Specifications.
- \* O.W.M Does Not Acknowledge, Nor Is Responsible For The Performance And/Or Results Stemming From Any And All Field Testing. Any Costs Associated With Said Testing Is Solely The Client/End User s Responsibility.
- \* It Is Up To The Quoted Party To Thoroughly Review Their Quote For Accuracy, Compliance With Design Intent And Specifications, As Well As To Provide All Information Necessary To Fabricate The Material In Accordance With The Job Requirements. O.W.M Is Not Responsible For Any Discrepancies Once The Quote Has Been Signed And The 1/3rd Deposit Is Received.



**LEAD TIME:** Approximate fabrication time is (20-22 WEEKS) from receipt of deposit & all necessary approvals.

**COMMENT:**

**TOTAL OPENINGS:**

20

**AMOUNT:**

\$144,001.81

**TAX:**

ADD IF APPLICABLE

**ESTIMATED FREIGHT:**

Included

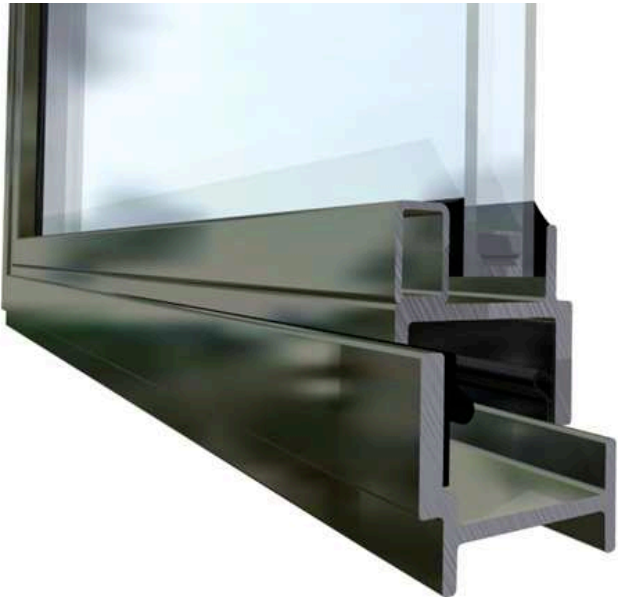
**TOTAL:**

**\$144,001.81**

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_





- Factory Glazed; Glass held in place via mechanically fastened steel glazing beads
- Solid Hot-Rolled Steel Sections
- Screens available for Inswing Casements Only.
- One Cam lock at center of sash up to 36"
- Zinc Enriched Primer and Powder Coat Finish.
- Fully Weather-Stripped frame w/ an exterior depth of 2 1/16"
- Can Accommodate glazing ranging from 1/4" to 1" in O.A thickness
- Factory Glazed; Glass held in place via mechanically fastened steel glazing beads

- All Fire-Rated Window Units Leave O.W.M Fully Glazed & Assembled
- All Fire-Rated Window Units Must Be Glazed w/ UL Approved & Certified Glazing Products.
- For Ease Of Fabrication And To Quicken Production Time, O.W.M Rounds Like Sized Units To The Nearest 1/2" (or Less). If Exact Sizes Are Required, Additional Setup Charges Will Be Incurred
- O.W.M Does Not Acknowledge, Nor Is Responsible For The Performance And/Or Results Stemming From Any And All Field Testing. Any Costs Associated With Said Testing Is Solely The Client/End User's Responsibility.
- If Brake Metal Is Needed, Customer Is To Provide O.W.M With Dimensions, Quantities & Lengths Needed For Each Unit Type In Order To Receive Pricing

## INCLUSIONS:

- Supply of glass. (unless noted)
- Glazing beads and fitted glazing stops.
- Fasteners from frame to frame.
- Frames equipped with dual~weather stripping.
- OWM Standard levers and thresholds for doors unless noted.
- Standard Cut Sheets
- 10 Year Limited Warranty on OWM Powder Coated Finishes.

## EXCLUSIONS:

- Comprehensive set of shop drawings. (unless noted)
- Field testing.
- Installation of frames.
- Waterproofing, flashing, sills or trims. (unless noted)
- Structural steel members. (unless noted)
- Additional storage at our facility.
- Project mock-up windows. (unless noted)
- Attic stock. (unless noted)
- Trim or break metal accessories. (unless noted)
- Project Survey.
- Fixed Sash Set/Sightline Construction. (unless noted)
- Shop Drawing survey for field conditions.
- Installation anchors. (unless noted)
- Engineering calculations of any kind.
- Installation straps. (unless noted)

\* It is up to the quoted party to thoroughly review their quote for accuracy, compliance with design intent and specifications, as well as to provide all information necessary to fabricate the material in accordance with the job requirements. O. W.M is not responsible for any discrepancies once the quote has been signed and the 1/3rd deposit is received.

1. It is up to the quoted party to thoroughly review their quote for accuracy, compliance with design intent and specifications, as well as to provide all information necessary to fabricate the material in accordance with the job requirements. OWM is not responsible for any discrepancies once the quote has been signed and 1/3 deposit is received. Payment - The due date for payments are as written on the face of this agreement. Accounts overdue more than 30 days will be subject to a service charge of 2% per month. SELLER, at its option, can require payments be made via joint check. SELLER reserves the right to hold shipments on any account over 60 days past due until the account is current. Payment for materials stored at SELLER's facility or at the jobsite will be Net 30 days after invoice. If rental storage space is required, the PURCHASER shall be responsible for payment of storage charges.

2. Sales Tax - Unless specifically stated, federal, state and/or local sales or use taxes are not included in this agreement.

3. Delivery - Delivery schedules are subject to factory conditions existing at time of receipt of final approved drawings and all manufacturing information. OWM will not commence fabrication of any materials covered by this agreement until each of the following conditions are met: a) a complete set of contract plans, drawings and specifications have been delivered to OWM (if applicable); b) all shop drawings submitted by OWM have been finally approved by the authorities whose approval is required; c) OWM has received all necessary information required for manufacturing including, but not limited to: all unresolved design issues, finish paint selection, hardware selections and finish, verified field dimensions, templates, sealant color or any information from other trades or suppliers which affect or are related to OWM's work or materials; d) OWM has received the required deposit (if required) per the payment terms outlined on the front of this agreement; and e) OWM has received written notification from PURCHASER to proceed with fabrication. Lead Time noted on quote is an approximation and may change at actual time of production.

4. Damages - OWM will not accept responsibility for delayed shipments and deliveries occasioned by strikes, fires, accidents, emergencies, acts of God, war, civil insurrection, delays of common carriers or delays in material supplied by other trades or suppliers or any other causes beyond control of OWM. OWM will not be liable for any liquidated, special incidental or consequential damages or for any penalties whether direct or indirect. In no case shall OWM's tort or contractual liability to the PURCHASER exceed the contract price.

5. Back-charges - OWM will not accept any back-charges or claims for payment of work done by other unless such work has been authorized by OWM in writing prior to its commencement. OWM's liability for payment of any back-charges, when approved by OWM, will be limited to PURCHASER's actual costs incurred. OWM will not be responsible for PURCHASER's overhead, profit or general cost of business expenses on said back-charges.

6. Disputes - Any dispute arising under this agreement shall be under the jurisdiction and governed by the laws of the State of New York. The venue for any litigation under this agreement, if commenced by OWM or PURCHASER, shall be in a court of competent jurisdiction in Ulster County in the State of New York. PURCHASER shall pay for OWM's attorney's fees, court costs, etc., in the event that OWM hires an attorney to enforce any provision of this agreement. Notwithstanding the foregoing, OWM retains the option to file suit in the state in which the project is located to enforce any Mechanics Lien, Stop Notice, Payment Bond Claim, or any other claim involving the foregoing in which case New York law shall apply to the claim and to the interpretation and enforcement of this agreement.

7. Field Service - OWM is not responsible for the installation of its materials, attendance at the jobsite by its workmen for adjustment of sash, correction of setting or installation, or any other reason, either during or after installation by others. If such service is requested by PURCHASER, same will be considered an extra order and PURCHASER will be responsible to pay OWM for its workmen's wages, travel and living expense incurred plus overhead and profit.

8. Shop Drawings - OWM will provide shop drawings for approval by the Architect, Contractor, and any other involved parties whose authority is required for approval. It is the responsibility of the approving authority to thoroughly review the shop drawings for accuracy, compliance with design intent and specifications and to provide all information necessary to fabricate the material in accordance with the job requirements. The final approved shop drawings received by OWM shall be deemed to be the correct interpretation of the work to be performed.

9. Installation - Unless otherwise stated on the face of this agreement, clips, hardware and fittings including necessary screws, nuts and bolts for attachment to the product are included. Screws, shields, plugs or other fastenings to attach the product to the building structure are not included in this agreement.

10. Glazing and Installation - Each set of approved shop drawings contains a glazing and installation manual which contains important information concerning these two areas and contains recommended minimum procedures to be followed. It is the installer's responsibility to properly install and the glazier's responsibility to properly glaze, in accordance with their respective specifications, all products provided by OWM pursuant to this agreement. OWM will not be held liable for any condition caused by or due to installation or glazing of its products, when done by others, that is not in accordance with the project specifications, approved shop drawings, information provided in the glazing and installation manual or acceptable industry standards.

11. Contract Documents - In the event of any conflict between the terms and conditions stated herein and the terms and conditions of any acceptance or agreement in which these terms may be made a part thereof or in the plans and specifications now or hereafter existing, the terms of this agreement and the terms and conditions herein stated shall govern. Any additional terms contained in the acceptance of this offer shall be deemed a counter agreement and not incorporated into the agreement unless expressly agreed to in writing by OWM.

12. Changes - Should any changes or modifications to the original project requirements arise or should PURCHASER request any changes to the work being performed under this agreement, OWM reserves the right to require written approval from PURCHASER of said changes prior to performing the work or any work affected thereby. Said changes, when approved by OWM and PURCHASER, will become a part of and be governed by the terms and conditions of this agreement.

13. Claims - Claims for errors cannot be considered unless made promptly upon receipt of product. PURCHASER shall immediately inspect all product upon their arrival and, if found improper, short or damaged, shall immediately file a claim with the carrier and give written notice to OWM within two (2) days from receipt of product. OWM shall have the option of repairing or replacing any such product for which it might be responsible. Failure to give notice shall constitute waiver by PURCHASER of any claim on this account.

14. Cancellations - Cancellation of this contract in part or its entirety, if desired by PURCHASER and approved in writing by OWM, will obligate PURCHASER to provide payment for any work done by OWM and for materials in process or already fabricated at the time of notice of cancellation. Said payment will include OWM's full selling price and any anticipated profits, but, in any event, shall not be less than 10% of the full contract price.

15. Lien Rights - OWM retains all lien, stop notice and bond rights and does not waive or forego any such rights until OWM is paid in full.

16. Indemnification - To the fullest extent permitted by Law, PURCHASER will indemnify, defend and hold harmless OWM, its officers, directors, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses including reasonable legal fees and costs, arising in whole or in part and in any manner from the acts, omissions, breach or default of PURCHASER, its officers, agents, and employees in connection with the furnishing of any product pursuant to this agreement.

17. Standards - All product supplied hereby shall meet industry standards in accordance with Steel Window Institute (S.W.I.).

18. Storage - Upon delivery to PURCHASER, OWM shall bear no responsibility for damages due to improper storage or exposure to the elements, dust, dirt and corrosives. The finished product should be appropriately covered and kept clean. Cleaning must be as specified in OWM's separate attachment delineated "Window & Door Limited Warranty".

19. Miscellaneous - None of the terms and conditions contained in this agreement may be modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of OWM and delivered to PURCHASER. In the event any part of this agreement is found by any court of competent jurisdiction to be void or unenforceable, the remainder of the agreement shall be given full force and effect. No delay or failure to exercise a right under this agreement and no single or partial exercise of that right shall constitute a waiver of that or any other right hereunder. This agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

PURCHASER'S INITIALS