

**AGREEMENT BETWEEN THE CITY OF MURRIETA
AND
Glass Fabrication Inc.**

This Agreement ("Agreement"), made this 1st day of August, 2023, by and between the CITY OF MURRIETA, a Municipal Corporation, duly organized and existing under and by virtue of the laws of the State of California ("CITY"), and Glass Fabrication Inc., a California Corporation ("CONTRACTOR") with reference to the following facts which are acknowledged by each party as true and correct:

RECITALS

A. CITY is a general law city, formed and existing pursuant to the provisions of the California Government Code.

B. CITY is authorized to enter into agreements under the provisions of California Government Code section 53060.

C. CITY desires or is in need of window replacement services.

D. CONTRACTOR has special knowledge, experience, and facilities for accomplishing the above services.

E. CITY now desires to retain CONTRACTOR to accomplish the above services, and CONTRACTOR is willing to be so retained pursuant to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, it is agreed by and between the parties as follows:

OPERATIVE PROVISIONS

1. RESPONSIBILITIES OF CONTRACTOR

1.1 CONTRACTOR shall undertake to carry on the scope of services as listed in the attached Scope of Services (refer to Exhibit "A"), which is attached to and made a part of this Agreement. To the extent the provisions of Exhibit "A" are ambiguous in relation to the provisions of this Agreement, inconsistent with the provisions of this Agreement, or expand upon the provisions of this Agreement, the provisions of this Agreement shall take precedence and the provisions of Exhibit "A" shall not apply. These duties may be adjusted from time to time as agreed upon in writing by CONTRACTOR and CITY. Any additional services authorized by CITY shall be subject to all terms and conditions of this Agreement, except as modified in writing in accordance with Section 24.

1.2 Representations. CONTRACTOR will perform the services set out in this Agreement, as contemplated herein, in an efficient, timely, and professional manner, and in accordance with generally accepted standards for performing similar services. It is understood that CITY, in entering into this Agreement, is relying on CONTRACTOR's representations for quality and professional work performed in a timely manner, and CONTRACTOR shall perform in accordance with those representations and standards.

1.3. Monthly Written Reports. The [Title.] of CONTRACTOR shall prepare and submit to the Assistant City Manager a monthly written report specifying the activities of CONTRACTOR pursuant to this Agreement. CONTRACTOR shall prepare the monthly written report in a format acceptable to the CITY. CONTRACTOR shall submit the monthly written report to the CITY by the second Friday of each month.

2. ADMINISTRATION OF AGREEMENT

2.1 CITY appoints its City Manager, or his designee, to administer CITY's rights under this Agreement, and to review the work performed by CONTRACTOR pursuant to the scope of services.

2.2 CONTRACTOR shall keep the City Manager, CITY's representative, or his designee or designees, fully informed as to the progress of the work and shall submit to CITY such oral and written reports as CITY may specify.

2.3 This Agreement shall be administered on behalf of the parties hereto, and any notice desired or required to be sent to a party hereunder shall be addressed, as follows:

For CITY:	Kim Summers
Address:	City of Murrieta One Town Square 24601 Jefferson Avenue Murrieta, CA 92562
Phone:	(951) 461-6065
Facsimile:	(951) 461-6049
For CONTRACTOR:	Alejandro Arteaga Chief Operating Officer
CONTRACTOR:	Glass Fabrication
Address:	41598 Eastman Drive, Suite B Murrieta, CA 92562
Phone:	(951) 924-8953
Facsimile:	N/A

3. TERM

3.1 The term of this Agreement shall be from 8/1/2023 until 7/31/2024.

3.2 Time is of the essence for this Agreement and each provision of this Agreement, unless otherwise specified in this Agreement.

4. PAYMENT TO CONTRACTOR

4.1 Consideration. In consideration of the services to be performed by CONTRACTOR for the CITY as set forth in Section 1, the CITY agrees to pay CONTRACTOR the sum of Sixty-One Thousand Ninety-Eight Dollars and Three Cents (\$61,098.03).

4.2 Additional Services. If CITY desires any additional services ("Additional Services"), CONTRACTOR may, upon written request by the CITY, furnish a proposal including

an itemized statement of the estimated cost of the Additional Services thereof, and the CITY may modify or alter the proposal, or may reject the proposal in its entirety, at its sole discretion, or may direct the submission of a new proposal which may be accepted, altered or rejected. Upon the written approval of any Additional Services including costs by CONTRACTOR and CITY, CONTRACTOR shall perform the Additional Services and CITY will pay to CONTRACTOR the cost of the Additional Services as agreed in writing. All money due for Additional Services shall be supported by a detailed statement of CONTRACTOR showing the basis of said claims, and certified by proper officers of CONTRACTOR.

4.3 Payments. Payment of CONTRACTOR's fee shall be in accordance with the the payment terms set forth in Exhibit "A" and in accordance with CITY's normal schedule for issuance of checks. CONTRACTOR agrees and acknowledges that it is CONTRACTOR's sole responsibility to report as income all compensation received from CITY, and to make the requisite tax filings and payments to the appropriate federal, state and local tax authorities.

5. STATUS OF CONTRACTOR

5.1 Independent Contractor. It is understood and agreed that CITY is interested only in the results obtained from service hereunder and that CONTRACTOR shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. CONTRACTOR shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of CONTRACTOR and which shall not be subject to control or supervision by the CITY, except as to the results of the work. CONTRACTOR is, for all purposes arising out of this Agreement, an independent contractor, and neither CONTRACTOR, nor its employees, agents, or representatives shall be deemed an employee of the CITY for any purpose.

5.2 Employee Benefits. CONTRACTOR shall be responsible for all salaries, payments, insurance and benefits for all of its officers, agents, representatives and employees in performing services pursuant to this Agreement. It is expressly understood and agreed that CONTRACTOR and its employees, agents, and representatives shall in no event be entitled to any CITY benefits to which CITY employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation, sick or injury leave or other benefits.

5.3 Workers' Compensation Insurance. CONTRACTOR agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder, as provided in Section 6.1.2 of this Agreement.

5.4 Prevailing Wages. Pursuant to provisions of section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Agreement, from the Director of the Department of Industrial Relations. These rates are on file with the City Clerk. Copies may be obtained at cost at the City Clerk's office. CONTRACTOR shall post a copy of such rates at their office and shall pay the adopted prevailing wage rates as a minimum. If applicable, CONTRACTOR shall comply with the provisions of sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code and any other applicable laws.

Pursuant to the provisions of section 1775 of the Labor Code, CONTRACTOR shall forfeit to CITY, as a penalty, the sum of fifty dollars (\$50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by him or by any sub-CONTRACTOR under him, in violation of the provisions of this Agreement.

Pursuant to Labor Code section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

6. INSURANCE

CONTRACTOR shall not begin the services under this Agreement until it has: (a) obtained, and upon the CITY's request, provided to the CITY, insurance certificates reflecting evidence of all insurance required in this Section 6; however, CITY reserves the right to request, and CONTRACTOR shall submit, copies of any policy upon reasonable request by CITY; (b) obtained CITY approval of each company or companies as required by Section 6; and (c) confirmed that all policies contain the specific provisions required in Section 6.

6.1 Types of Insurance. At all times during the term of this Agreement, CONTRACTOR shall maintain insurance coverage as follows:

6.1.1 Commercial General Liability. Commercial General Liability (CGL) Insurance written on an occurrence basis to protect CONTRACTOR and CITY against liability or claims of liability which may arise out of this Agreement in the amount of One Million Dollars (\$1,000,000) per occurrence and subject to an annual aggregate of One Million Dollars (\$1,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability.

6.1.2 Automobile Liability. A policy of comprehensive automobile liability insurance, at least as broad as ISO form CA 00 01, written on a per occurrence basis covering bodily injury and property damage in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit for each accident. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

6.1.3 Workers' Compensation. For all of CONTRACTOR's employees who are subject to this Agreement and to the extent required by applicable state or federal law, CONTRACTOR shall keep in full force and effect a Workers' Compensation policy. That policy shall provide employers' liability coverage as required by applicable state and/or federal Workers' Compensation laws, and CONTRACTOR shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against CITY by a bona fide employee of CONTRACTOR participating under this Agreement, CONTRACTOR agrees to defend and indemnify the CITY from such claim.

6.2 Insurer Requirements. All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that are rated "A-" and "V" or better by the A.M. Best Key Rating Guide, and are licensed to do business in the State of California. CITY will accept insurance provided by non-admitted "surplus lines" carriers only if the carrier is authorized to do business in the State of California.

6.3 Deductibles. All deductibles on any policy shall be the responsibility of CONTRACTOR and shall be disclosed to CITY at the time the evidence of insurance is provided.

6.4 Specific Provisions Required. Each policy required under this Section 6 shall expressly provide, and an endorsement shall be submitted to CITY, that: (a) the policies are primary and non-contributory to any insurance that may be carried by CITY; and (b) CITY is entitled to thirty (30) days' prior written notice (10 days for cancellation due to non-payment of premium) of cancellation, material reduction, or non-renewal of the policy or policies. Additionally, the CGL and Workers' Compensation policies shall expressly provide, and an endorsement shall be submitted to CITY, that the City of Murrieta and its respective officers and employees are additional insureds under the policy.

6.5 Indemnity Not Limited by Insurance. CONTRACTOR's liabilities, including, but not limited to, CONTRACTOR's indemnity and defense obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement, and CONTRACTOR's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by CITY.

7. AUDIT AND INSPECTION OF RECORDS

At any time during CONTRACTOR's normal business hours and as often as CITY may deem necessary, and upon reasonable notice, CONTRACTOR shall make available to CITY, or any of its duly authorized representatives, for examination, audit, excerpt, copying or transcribing, all data, records, investigation reports and all other materials respecting matters covered by this Agreement. CONTRACTOR will permit CITY to audit and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement. All material referenced in this Section, including all pertinent cost accounting, financial records, and proprietary data, must be kept and maintained by CONTRACTOR for a period of at least four (4) years, or for the period required by law, whichever is greater, after completion of CONTRACTOR's performance hereunder, unless CITY's written permission is given to dispose of same prior to that time.

8. CONFIDENTIALITY AND USE OF INFORMATION

8.1 Except as otherwise provided by law, all reports, communications, documents and information obtained or prepared by CONTRACTOR respecting matters covered by this Agreement shall not be published without prior written consent of City Manager or his designees, nor shall CONTRACTOR issue any news releases or publish information relating to its services hereunder without the prior written consent of the City Manager. CONTRACTOR shall hold in trust for the CITY, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the CITY's research, development, trade secrets and business affairs, but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

8.2 CONTRACTOR shall advise CITY of any and all materials used, or recommended for use, by CONTRACTOR to achieve the project goals that are subject to any copyright restrictions or requirements. In the event CONTRACTOR shall fail to so advise CITY and, as a result of the use of any programs or materials developed by CONTRACTOR under this Agreement, CITY should be found in violation of any copyright restrictions or requirements, CONTRACTOR agrees to indemnify and hold harmless CITY against any action or claim brought by the copyright holder.

8.3 Ownership of Records. All records created by the CONTRACTOR shall become the property of the CITY and shall be subject to state law and CITY policies governing privacy and access to files. The CITY shall have access to and the right to examine all books, documents, papers and records of the CONTRACTOR involving transactions and work related to this Agreement. The CONTRACTOR shall retain all copies of records for a period of five (5) years from the date of final payment.

9. NOTICE

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) by U.S. Mail, mailed either by certified mail, return receipt requested, with postage prepaid and addressed to the party to whom the notice is directed, or (c) via facsimile transmission (with proof of confirmation by sender). Service shall be considered given when received if personally served or, if mailed, two days after deposit in the United States Mail by certified mail, return receipt requested. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth in Section 2 above.

10. TERMINATION FOR CAUSE

10.1 CITY may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) a material violation of any of the covenants, agreements, or stipulations of this Agreement by CONTRACTOR, (b) CONTRACTOR, through any cause, failing to fulfill in a timely and proper manner its obligations under this Agreement, (c) any act by CONTRACTOR exposing CITY to liability to others for personal injury or property damage, or (d) if CONTRACTOR is adjudged bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors, or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by CITY of termination for cause shall contain the reasons for such intention to terminate and shall specify the effective date thereof. Unless prior to the effective date of the termination for cause the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall cease and terminate on the effective date specified in the written notice by CITY.

10.2 In the event of such termination, CONTRACTOR shall be paid the reasonable value of satisfactory services rendered up to the date of receipt of the notice of termination in accordance with this Agreement, less any payments theretofore made, as determined by CITY, not to exceed the amount payable herein, and CONTRACTOR expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such termination, except as set forth herein.

11. TERMINATION FOR CONVENIENCE OF CITY

11.1 CITY may terminate this Agreement at any time and for any reason by giving written notice to CONTRACTOR of such termination, and specifying the effective date thereof, at least fifteen (15) days prior to the effective date.

11.2 If the Agreement is terminated as provided in this Section, CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed up to the receipt by CONTRACTOR of notice of termination, less any payments theretofore made and not to exceed the amount payable herein, and for satisfactory work completed between the receipt of notice of termination and the effective date of termination pursuant to a specific request by CITY for the performance of such work.

12. PERFORMANCE AFTER TERMINATION

Upon termination of this Agreement as provided herein, CONTRACTOR shall, within such reasonable time period as may be directed by City Manager, complete those items of work which are in various stages of completion and which City Manager determines are necessary to be completed by CONTRACTOR to allow the project to be completed in a timely, logical, and orderly manner. Upon termination, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, and other materials prepared by CONTRACTOR shall be delivered to the City Manager, upon his request, as property of CITY.

13. DEFENSE AND INDEMNIFICATION

13.1 CONTRACTOR shall, to the fullest extent permitted by law, hold harmless, protect, defend (with attorneys approved by CITY) and indemnify the CITY, its council, and each member thereof, its officers, agents, employees, representatives, and their successors and assigns, from and against any and all losses, liabilities, claims, suit damage, expenses and costs including reasonable attorney's fees and costs, and expert costs and investigation expenses ("Claims"), which arise out of or are in any way connected to the performance of CONTRACTOR, its officers, employees, representatives, subcontractors, or agents under this Agreement regardless of whether or not such claim, loss or liability is caused, in part by a party indemnified hereunder. CONTRACTOR shall have no obligation, however, to defend or indemnify CITY if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of CITY.

13.2 General Indemnity Provisions. This indemnity is in addition to any other rights or remedies which CITY may have under the law or this Agreement. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, CITY may, at its sole discretion, reserve, retain or apply any monies due to CONTRACTOR under this Agreement for the purpose of resolving such claims; provided however, that CITY may release such funds if CONTRACTOR provides CITY with reasonable assurances of protection of the CITY's interest. The CITY shall, in its sole discretion determine whether such assurances are reasonable.

CONTRACTOR agrees that its duty to defend the indemnities arises upon an allegation of liability based upon the performance of services under this Agreement by CONTRACTOR, its officers, agents, representatives, employees, sub-CONTRACTORS, or anyone for whom CONTRACTOR is liable and that an adjudication of CONTRACTOR's liability is not a condition precedent to CONTRACTOR's duty to defend.

14. CONFLICT OF INTEREST

CONTRACTOR shall be bound by the requirements of the FPPC (Fair Political Practice Commission) and state law with regard to disclosure of financial interests and prohibited conflicts of interest.

14.1 Prior to execution of this Agreement, CONTRACTOR shall disclose in writing to CITY any and all compensation, actual or potential, which CONTRACTOR may receive in any form from a party other than CITY as a result of performance of this Agreement by CONTRACTOR. If CONTRACTOR becomes aware of the potential for such compensation subsequent to the execution of this Agreement, CONTRACTOR shall disclose such compensation within three (3) working days of becoming aware of the potential for such compensation.

14.2 Prior to or concurrent with making any recommendation of any products or service for purchase by the CITY, CONTRACTOR shall disclose any financial interest that CONTRACTOR may have in any manufacturer or provider of the recommended products or services. The term "financial interest" includes, but is not limited to, employment (current or prospective) or ownership interest of any kind and degree.

14.3 CONTRACTOR shall not conduct business for third parties which may be in conflict with CONTRACTOR's responsibilities under this Agreement. CONTRACTOR may not solicit any business during the term of this Agreement which conflicts with its responsibilities under this Agreement. CONTRACTOR shall provide no services for any private client within the corporate boundaries or sphere of influence of CITY during the period of this Agreement which may constitute a conflict of interest.

15. ASSIGNMENT

No portion of this Agreement or any of the work to be performed hereunder may be assigned or delegated (including hiring and retaining use of any other person or entity for any purpose, except for those certain subcontractors specifically included in the attached "Scope of Services") by CONTRACTOR without the express written consent of CITY, nor may any interest in this Agreement be transferred (whether by assignment or novation) by CONTRACTOR without the express written consent of CITY, and without such consent all services hereunder are to be performed by CONTRACTOR, its officers, agents and employees. However, claims for money due or to become due to CONTRACTOR from CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished promptly to CITY. Any assignment requiring approval may not be further assigned without CITY approval.

16. SURVIVAL

CONTRACTOR's representations, insurance and indemnity obligations, and performance obligations post-termination shall survive termination of this Agreement.

17. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, equipment and personnel engaged in activities covered by this

Agreement or arising out of the performance of such activities.

18. PERMITS/LICENSES

CONTRACTOR and all of CONTRACTOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

19. NONDISCRIMINATION IN EMPLOYMENT

CONTRACTOR agrees that it will not engage in unlawful discrimination in employment and shall comply with all applicable laws and regulations of CITY and/or all other relevant government agencies, including, but not limited to, the California Department of Fair Employment and Housing and the Federal Equal Employment Opportunity Commission. Also, CONTRACTOR certifies and agrees that all persons employed by CONTRACTOR, its affiliates, subsidiaries and related entities, if any, will be treated equally by CONTRACTOR, without unlawful discrimination based upon creed, sex, race, national origin, or any other classification prohibited by state or federal law. If CITY finds that any of the provisions of this Section have been violated, such violation shall constitute a material breach of this Agreement, upon which CITY may determine to cancel, terminate, or suspend this Agreement. While CITY reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or California Department of Fair Employment and Housing, or successor agency, or the Federal Equal Employment Opportunity Commission, or successor agency, that CONTRACTOR has violated state or federal anti-discrimination laws relative to this Agreement shall constitute a finding by CITY that CONTRACTOR has violated the anti-discrimination provisions of this Agreement.

20. NON-WAIVER

The failure of CITY or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition. Payment to CONTRACTOR of compensation under this Agreement shall not be deemed to waive CITY's rights or CONTRACTOR's rights contained in this Agreement.

21. SEVERABILITY

If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

22. DISPUTES

In the event that any action is brought by either party to construe this Agreement or enforce any of its terms, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred, whether or not the matter proceeds to judgment.

23. REMEDIES

The rights and remedies of the CITY provided in this Agreement are not intended to be

exclusive, and are in addition to any other rights and remedies permitted by law.

24. ENTIRE AGREEMENT/AMENDMENT

This Agreement and any exhibits attached hereto constitute the entire agreement between the parties and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

25. GOVERNING LAW/VENUE

The terms and conditions of this Agreement shall be governed by the laws of the State of California. Any action or proceeding brought by any party against any other party arising out of or related to this Agreement shall be brought exclusively in Riverside County.

26. BINDING AGREEMENT

This Agreement is intended to be binding on the parties and their respective successors and assigns.

27. NUMBER

The plural shall include the singular, and the singular shall include the plural and neuter wherever the context so indicates or requires.

28. WARRANTY OF AUTHORITY

Each of the parties signing this Agreement warrants to the other that it has the full authority of the entity on behalf of which its signature is made.

29. COUNTERPARTS

This Agreement may be executed in counterparts, all of which taken together will be considered one original document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MURRIETA

Kim Summers, City Manager

Attest:

Cristal McDonald, City Clerk

Approved as to Form:

Tiffany Israel, City Attorney

Glass Fabrication Inc.

Alejandro Arteaga, C.O.O.
Name/title of signatory [please print]

Signature

Name/title of signatory [if necessary]

Signature

NOTE: If this Agreement involves a corporate party, the corporation must be represented by two individuals as follows: (A) one from the corporation's "Operational Group" (Chair of the board, President or a Vice-president) and; (B) one from the corporation's "Financial Group" (Secretary, Assistant secretary, Chief financial officer or an Assistant treasurer). See California Corporations Code section 313.

EXHIBIT A

Scope of Services



QUOTE #15334

SENT ON:

May 16, 2023

RECIPIENT:

City of Murrieta

1 Town Square
Murrieta, California 92562
Phone: 951-232-0089

SENDER:

Glass Fabrication Inc. Lic#997985

41598 Eastman Drive
Suite# B
Murrieta, California 92562

Phone: 951-924-8953

Email: info@glassfabricationinc.com

Website: www.glassandmirrormorevalley.com

SERVICE ADDRESS:

1 Town Square
Murrieta, California 92562

PRODUCT / SERVICE	DESCRIPTION	QTY.
CUSTOM LEVEL 5 BR.	<p>PLEASE REVIEW ATTACHED DATA SHEET. TEST REPORTS, CLEANING AND SPECIAL CARE INSTRUCTIONS</p> <p>**GL2 GLASS DARK DRAY BULLET RESISTANT GLASS PART# PRL5001.A TESTED TO UL752 STANDARD LEVEL V OVER-ALL THICKNESS 1.4 +/- .060" MAKE-UP: GLASS CLAD POLYCARBONATE ABRASION RESISTANT COATING ON (INTERIOR) SAFE INSIDE SEAMED ALL EDGES 1 3/8" OVER-ALL</p> <p>23 3/4 x 41 1/4 APPROX BLOCK SIZE QTY 28</p> <p>POLY-URETHANE ADHESIVE AND PUSH IN VINYL</p>	28
Labor	Labor charge PREVAILING WAGE	1
NOTES	<p>PLEASE NOTE WE WILL ATTACH GLASS SPECS. BEING QUOTED, CLIENT MUST DO THE DUE DILIGENCE TO CONFIRM THE MATERIAL MEETS THEIR STANDARDS AND EXPECTATIONS. ALSO PLEASE NOTE THE QUOTE IS TO RE-USE THE EXISTING ALUMINUM FRAME, IT IS NOT REQUIRED TO CHANGE TO BULLET RESISTANT METAL HOWEVER IF THE CLIENT WISHES TO DO SO WE CAN PROVIDE A JOINT OR SEPERATE QUOTE.</p> <p>TERMS: 10% DEPOSIT 40% PROGRESS PAYMENT ON 5TH DAY FROM COMMENCING DATE 50% NET 30 TERMS</p> <p>**PLEASE ADVISE IF YOU WISH TO STRUCTRE TERMS DIFFERENTLY**</p>	



QUOTE #15334

SENT ON:

May 16, 2023

PRODUCT / SERVICE	DESCRIPTION	QTY.
CASEMENT WINDOWS	AL-ACR, SIZE: W 19 3/4" X H 20 3/4" MATERIAL:THERMALLY BROKEN ALUMINUM FRAME:RETROFIT 2" FIN EXTERIOR/INTERIOR FINISH:ANODIZED BRONZE **** **GLASS OPTIONS***** GLASS TYPE:LE3 / CLR FIELD 1:3.1MM LE3 / 3.1MM CLR, IG THICK:1", 5.05lbs GAS TYPE:ARGON FILLED, SPACER:SUPERSPACER	6
Labor	LABOR CHARGE	6

A deposit of \$6,109.80 will be required to begin.

* Non-taxable

- This quote is valid for the next 30 days, after which values may be subject to change.
- Please note by signing this quote you are agreeing to all terms and conditions listed, as well as approving that the materials listed is correct.
- All "Will Call" Orders must be paid in full prior to commencement of the Fabrication, unless stated otherwise.
- All material(s) ordered must be picked up within 5 business days. If the material is left past the 5 days allotted, Glass Fabrication Inc. is no longer responsible for any damages to the material and there will be a 3% Storage fee applied. If the material is left for more than 10 business days from the scheduled will call date, the material will be forfeited and the balance on the item(s) will be due same day.

Subtotal	\$57,998.32
Murrieta (8.75%)	\$3,099.71
Total	\$61,098.03



QUOTE #15334

SENT ON:

May 16, 2023

Notes Continued...

- Glass Fabrication does not warranty or claim responsibility for any future defects or problems on material not installed by our team, unless otherwise determined by one of our Glass Specialists.
- Glass Fabrication is not responsible for loading merchandise for "Will Call" orders. Employee can assist you but not be held responsible for any damages to products or vehicles in the process.
- Glass Fabrication is not responsible to make sure that the material is secured for transportation.
- If the dimensions and description is provided by the customer, Glass Fabrication is not responsible for material that does not fit or is incorrectly ordered.
- 15% Re-stocking fee for any items brought back. *Please note only stock items are permitted to be returned with no alterations or damages*
- Any defects in the product must be noted during the pick-up process. As soon as the material leaves the will call location Glass Fabrication is not responsible. Any defects or imperfections must be noticeable from a 2' distance to be accepted under warranty.
- Any Invoice past the agreed terms will be subject to a 3% past due fee applied every month until payment is received.
- If any changes are made after the quote is signed, there will be a change of order fee + Material and Labor at customers expense.
- Any window or glass that is altered i.e. a film tint added to the glass will void the warranty.
- Insulated Glass units which are installed by a non-licensed Glazier or are not properly transported will not be warrantied.
- All measurements are Width x Height.
- Insulated Glass Units "Dual Pane(s)" have a 4 year warranty against moisture with receipt of purchase.
- There is a 3/16" Tolerance for all Glass and Metal to comply with industry standards.
- Insulated Glass Units are made with a Aluminum spacer Followed by a Butyl Sealant. The replacement Unit may or will not be an exact match due to different fabrication processes used by different fabricators.
- Any Glass that is replaced with a film or baked in tint will not be an exact match. Glass Fabrication attempts to always find the most accurate match however in some cases the glass may be discontinued or altered by fabricators to meet new specifications. New glass installed next to old glass may appear different due to the wear and fading on the old piece.
- All approved work orders that are assigned a schedule date are subject to a 10% fee of the total amount if canceled

Signature: _____ Date: _____