

**Williams & Thomas Construction Company, Inc.
4473 Progress Ave., Suite 1
Naples, FL, 34104**

Dear Owner,

Please find attached your window contract for the replacement of various window products in your home in Huntington Lakes Section IV.

Your window spaces have been measured. Standard windows and sliding glass doors are priced in Attachment A. Any custom work for non-standard windows or doors is shown in Attachment B. Window wall pricing is shown in Attachment C.

How to complete this contract:

Page 1: Insert today's date

Page 2: After you complete Page 6 & 7, insert total price of contract on page 2

After completing page 6 & 7, insert total price, determine deposit (cost of window product and customization) and determine the amount due at installation. The WINDOW price must be paid with this contract and is non-refundable as it pays for the product to be ordered.

Page 5: Sign and date where indicated.

Page 6: Exhibit A. insert the number required of each window type and determine the total for that line (number x price). Insert the final price from Page 7, Exhibit B or Page 8 Exhibit C into Line H or Q depending on your building number. Total all requested window prices and add Total to Line R.

Page 7: This is the additional pricing per window that may be needed for customization such as frames or glass. Add it in Line H or Q of Page 6, depending on your Building number.

Page 8 – This is the custom pricing for rear window walls, which include the fire rated spandrel panels required.

Page 9: Please read the Notes for your understanding.

RETURN this contract and your check (the cost of the Windows, less installation) payable to Williams & Thomas Construction Company, Inc. to

**Williams & Thomas Construction Company, Inc.
4473 Progress Ave., Suite 1
Naples, FL, 34104**

Buildings 29-32: If you ONLY WANT a rear (south) wall jalousie/awning replacement, make your check payable to Huntington Lakes Section IV for \$883.80 for each window, and return it to Nici Mahlandt, 7340 Amberly Lane #110, Delray Beach, FL 33446. This contract is not required.

**Nici Mahlandt
Huntington Lakes Board of Directors, Section IV
201-936-9377 hl4milestone@gmail.com**

PROJECT NAME: **HUNTINGTON LAKES SECTION IV**

Name of Unit Owner: _____
Hereinafter known as "Customer"

PROJECT ADDRESS:

Street Address: _____

Building Number: _____

Unit Number: _____

DELRAY BEACH 33446

BILLING ADDRESS: (if different than Project Address)

Name: _____

Street Address: _____

City/State/Zip: _____

WORK AGREEMENT

This WORK AGREEMENT (the "Agreement") is entered into as of

(Date) _____ by and between

Williams & Thomas Construction Company, Inc. ("Contractor"), whose address is **4473 Progress Ave., Suite 1, Naples, FL, 34104** and

The Homeowner listed above ("Customer"), whose billing address is listed above, with respect to the facts set forth below.

RECITALS

- A. Contractor is in the business of providing general contracting services, and has agreed to provide such services to Customer on the terms and conditions referred to herein below.
- B. Customer is the owner, tenant, owner's association or property manager for the owner of property located at the **Project Address** listed above. Customer desires to engage Contractor to provide contracting services as set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. THE WORK

Contractor will furnish to Customer all labor, materials, equipment, permits, or other services required to perform the following work (the "Work"): **Window Installation (includes permit, labor and materials)**, as set forth more specifically in the Estimate attached hereto as Exhibit A.

If applicable, Contractor shall call in all areas for excavation to have utilities located. If utilities are missed by the locate company or are private lines and are not disclosed, damages

incurred will be the responsibility of the Customer. All unforeseen utilities that will require special care (i.e. hand excavation, relocation, etc.) will be billed on a time and material basis.

Should anyone request any modification resulting in a credit of any portion of the Contract Price or a change order price back to the Customer, only the direct costs associated with the modification will be credited. Profit and overhead (calculated as twenty percent (20%) and general conditions will remain to be paid to the Contractor.

ARTICLE II. CONTRACT PRICE

Customer shall pay Contractor for performance of the Work the Contract Price of

EXHIBIT A Line R: \$ _____.

If any additional work is performed and Customer and Contractor have not previously agreed to a fixed fee for such additional work, then additional work will be billed on a time and materials basis for all labor, material, equipment and any other direct charges, in addition to a markup for Contractor's overhead and profit and general conditions.

ARTICLE III. PAYMENT

Customer is primarily responsible for payment to Contractor for all Work performed, independent of whether damage repaired is covered by Customer's or other's insurance. The materials cost shall be paid with this contract for materials to be ordered. The installation cost shall be paid before installation. Additional work found to be needed during the installation as defined by the contractor or engineer as customer's responsibility shall be invoiced to the customer. Invoices not paid in full within 30 days of receipt will accrue finance charges at the rate of 18% per annum until paid.

Deposit shall be for cost of window product and is required for all ordered materials. Deposit is non-refundable. Full payment for installation is due prior to installation.

PAYMENT SCHEDULE	PRICE
TOTAL PRICE EXHIBIT A Line R:	\$
INITIAL DEPOSIT REQUIRED with this contract: (Full Cost of window and customization, less installation)	\$
BALANCE DUE DAY OF INSTALLATION: (Price less deposit):	\$

Customer must pay at least the deposit amount, but may pay the entire amount.

ARTICLE IV. CONTRACTOR'S WARRANTY

Limited Warranty: Contractor gives Owner a limited warranty as follows: Contractor expressly warrants and guarantees to Owner that all labor installed under the Contract by Contractor or the subcontractors will be free from defects in workmanship (not inherent in the quality required or permitted by the plans). Contractor warrants that all materials and equipment installed under the Contract by Contractor or the subcontractors will conform to the requirements of the Contract and will be installed according to manufacturer's specifications so that any manufacturers' warranties shall pass to the Owner upon completion or installation.

Warranty Period: Contractor's warranty shall be for a period of one (1) year, commencing from the date of Substantial Completion of the Work. Notwithstanding the foregoing, Contractor's warranty for all plants and landscaping shall be for a period of one (1) year, commencing from the date of installation of the plants/landscaping.

Limitations: Contractor will not be responsible for cracks in concrete, asphalt or cement applications that are equal to or less than 1/4" in width or vertical displacement; and Contractor will not be responsible for damage to such hardscape materials due to salt, chemicals that damage the Work, power washing, failure to maintain sealant/caulk, failure to maintain proper adjacent grade or other improper maintenance of such hardscape Work. For any cracks in hardscape greater than 1/4" in width, Contractor may tend to such issue by routing and sealing such cracks. Contractor is not responsible for pre-existing construction conditions or deficiencies that manifest themselves during Contractor's work, i.e. cracks in plaster, nail or screw pops in drywall, wood rot, substrate defects, or subsurface conditions that result in asphalt or concrete failure or damage, etc. Contractor will not attend to any warranty issues without receipt of final payment; final payment being a condition precedent to Contractor's warranty obligations herein. Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not performed by Contractor, improper or insufficient maintenance, improper operation, normal wear and tear under normal usage, acts of God, structural defects or soils movement (not in Contractor's scope of Work), work or design defects not performed by or beyond control of the Contractor, or improper or deficient design or specifications set forth by Owner, Owner's design professional or other persons other than Contractor. Nothing contained herein shall be construed to limit any other warranties Owner may receive from the manufacturer of materials used in the Work, but the warranty contained in this Section shall be the exclusive warranty of Contractor, and all other express or implied warranties and guaranties are expressly disclaimed. This warranty shall not apply to work, materials or workmanship performed by other parties either prior to or subsequent to the Contractor's Work, and any work beyond routine maintenance performed on Contractor's Work without Contractor's prior written approval shall void Contractor's warranty hereunder. If Contractor's Work involves matters of structural integrity or other design requiring a licensed design professional, this warranty shall not extend to any structural integrity or other engineer-required issues not included in the plans, including but not limited to, construction, design, foundation or soil defects involving the structure.

Warranty Claims: Owner has the obligation to notify Contractor, in writing, within a reasonable period of time, of any failures or suspected failure regarding the Work. Contractor shall be given first opportunity of repair, within a reasonable time, any failures reported by Owner to Contractor. Contractor shall promptly commence and thereafter diligently pursue any warranty services required hereunder at Contractor's sole cost, expense and discretion. If Contractor fails to timely perform such services, Owner may perform the necessary services and Contractor shall reimburse Owner for the reasonable cost thereof within 30 days after delivery of Owner's written reimbursement request. In any event, Contractor's warranty hereunder shall be limited to the actual cost of repairs. Owner's failure to allow Contractor to investigate a warranty item and/or make repairs shall be a waiver of all claims for reimbursement or damage related to such warranty item.

THE FOREGOING CONSTITUTES THE OWNER'S EXCLUSIVE REMEDY. CONTRACTOR MAKES NO WARRANTIES EXCEPT AS EXPRESSLY SET FORTH HEREIN. THIS WARRANTY EXCLUDES ALL OTHER GUARANTEES, REPRESENTATIONS, OR WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE.

Waiver of Consequential Damages. In no event shall Contractor be liable for incidental or consequential damages related to claims for lost rents, rental expense, loss of use, income, profit, financing, business and reputation, and loss of management or employee productivity or of the services of such persons. Notwithstanding the foregoing, Contractor shall repair all damage caused by it as a direct result of the Work (excepting only those limitations set forth in the Contract Documents, if any) or as a direct result of any warranty repair.

ARTICLE V. INSURANCE AND INDEMNIFICATION

Contractor shall obtain, prior to commencement of the Work, a comprehensive general liability insurance policy including coverage for wrongful death and personal injury to persons other than Contractor's employees and property damage other than to the Work itself that may arise out of or result from Contractor's performance of the Work in the minimum amounts of \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Contractor shall obtain workers compensation coverage, in at least the minimum amounts required by law. Contractor agrees to keep such insurance policies in full force and effect during the entire course of the Work to be performed. Contractor shall not perform any Work during such time as the required insurance policies are not in full force and effect.

Each party shall indemnify and hold the other harmless from all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, but only to the extent caused by the indemnifying party's negligent acts in connection with the Property or the negligent acts of its agents, employees, contractors, subcontractors or consultants or anyone for whom the indemnifying party is legally liable. Neither party shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

ARTICLE VI. DISPUTES

The parties agree to first try in good faith to settle any claims, disputes and other matters in question arising out of, or relating to this Agreement or the breach thereof, by mediation. Costs of mediation shall be equally shared by the parties. In any arbitration or litigation arising out of or relating to this Agreement, the prevailing party shall recover from the other party 100% of its legal fees and costs including, but not limited to, attorneys' fees, arbitration and court costs, witness fees and costs and collection expenses. This Agreement shall be governed by the laws of the State of Florida. Any litigation, arbitration or mediation arising out of or relating to this Agreement shall be conducted in the county in which the Property is located.

IN WITNESS WHEREOF, Customer and Contractor executed this Agreement as of the dates set forth below.

CUSTOMER:

CONTRACTOR

(Insert Name of Customer)

WILLIAMS & THOMAS CONSTRUCTION CO., INC.

BY:	BY:
Authorized Signature(s) of Customer	Authorized Signature of Contractor
Name 1: _____ (Print Name of Customer)	Name 1: Jodi Swann-Rose
Name 2:	Title:
Title	Date:
Date:	

EXHIBIT A
HL4 REPLACEMENT WINDOW PRICING (current as of 1/1/2026)

LINE	# Windows	North Side 33-36				WINDOW	INSTALL	TOTAL*	Total to Pay
All measurements are H x W									
A		SH (end units 01 and 10)	26 x 39	Bath	Bronze	\$399.59	\$147.88	\$ 547.47	\$
B		HR (end units 01 & 10)	61 x 49	Master BR	Bronze	\$1,152.15	\$277.84	\$1429.99	\$
C		HR (end units 01 & 10)	63 x 37	2nd BR	Bronze	\$940.56	\$205.21	\$1145.77	\$
D		HR Front	49 x 49	Kitchen	Bronze	\$976.73	\$228.96	\$1205.69	\$
E		HR Front (02-09)	49 x 73	2nd BR	Bronze	\$1,070.04	\$296.39	\$1366.43	\$
F		SGD (full)	80 x 96	Living	Bronze	\$3,208.23	\$1168.91	\$4377.14	\$
G		SGD (full)	80 x72	Master BR	Bronze	\$2,614.25	\$978.82	\$3593.07	\$
H		Window Wall (rear of unit) See Exhibit C-1	Must include fire rated spandrel at the top on first floor, and both top and bottom on 2nd – 4th floors. 1st Floor must have exterior exit capabilities.						\$
		South Side 29-32				WINDOW	INSTALL	TOTAL*	Total to Pay
All measurements are H x W									
I		SH (end units 01 & 10)	63 x 37	Bath	Bronze	\$883.80	\$216.88	\$1100.68	\$
J		SH (end units 01 & 10)	63 x 37	Master BR	Bronze	\$883.80	\$216.88	\$1100.68	\$
K		SH (any unit)	63 x 37	Master BR	Bronze	\$883.80	\$216.88	\$1100.68	\$
L		SH (awning) ** see Notes	63 x 37	any area	Bronze	\$786.20	**	\$ 786.20	\$
M		HR Front	49 x 49	Kitchen	Bronze	\$976.73	\$228.96	\$1205.69	\$
N		HR Front (02-09)	49 x 73	2nd BR	Bronze	\$1,070.04	\$296.39	\$1366.43	\$
O		SGD (full)	80 x 96	Living	Bronze	\$3,208.23	\$1168.91	\$4377.14	\$
P		SGD (full)	80 x72	Master BR	Bronze	\$2,614.25	\$978.82	\$3593.07	\$
Q		Window Wall (rear of unit) See Exhibit C-2	Must include fire rated spandrel at the top on first floor, and both top and bottom on 2nd – 4th floors. 1st Floor must have exterior exit capabilities.						\$
R	TOTAL DUE FOR THIS CONTRACT (Total Lines A – Q) Add to Page 2 of this contract								\$

EXHIBIT B
HL4 REPLACEMENT WINDOW Customization Schedule and Pricing (current as of 12/31/2025)

# Items	FULL DESCRIPTION OF CUSTOMIZATION OF ITEMS IN EXHIBIT A	ADD'L PRICE EACH	TOTAL Add'l PRICE
A	Privacy Glass – 26"x39" Single Hung (north side Bath)	\$35.73	
B	Privacy Glass – 61" x 49" Horizontal Roller (north side Master Bed)	\$299.20	
C	Privacy Glass – 63" x 37" Horizontal Roller (north side 2 nd Bed)	\$237.91	
D, M	Privacy Glass – 49" x 49" Horizontal Roller (north & south kitchen)	\$264.75	
E, N	Privacy Glass – 46" x 73" Horizontal Roller (north & south 2 nd Bed)	\$190.72	
I, J, K	Privacy Glass – 63" x 37" Single Hung (south side 2 nd Bed, Master Bed, Bath)	\$215.87	
L	Privacy Glass – 63" x 37" Awning (south side 2 nd Bed, Master Bed, Bath)	\$215.87	
A	Grey glass – sun – 26"x39" Single Hung (north side Bath)	\$40.00	
B	Grey glass – sun – 61" x 49" Horizontal Roller (north side Master Bed)	\$311.35	
C	Grey glass – sun – 61" x 37" Horizontal Roller (north side 2 nd Bed)	\$247.03	
D, M	Grey glass – sun – 49" x 49" Horizontal Roller (north & south kitchen)	\$274.24	
E, N	Grey glass – sun – 48" x 73" Horizontal Roller (north & south 2 nd Bed)	\$203.49	
I, J, K	Grey glass – sun – 63" x 37" Single Hung (south side 2 nd Bed, Master Bed, Bath)	\$225.23	
L	Grey glass – sun – 63" x 37" Awning (south side 2 nd Bed, Master Bed, Bath)	\$225.23	
A	Two -tone frame (Bronze exterior, white interior) 26"x39" Single Hung (north side Bath)	\$947.62	
B	Two -tone frame (Bronze exterior, white interior) – 61" x 49" Horizontal Roller (north side Master Bed)	\$1724.83	
C	Two -tone frame (Bronze exterior, white interior) – 63" x 37" Horizontal Roller (north side 2 nd Bed)	\$1614.50	

I, J, K	Two -tone frame (Bronze exterior, white interior) – 63" x 37" Single Hung (south side 2 nd Bed, Master Bed, Bath)	\$1607.00	
L	Two -tone frame (Bronze exterior, white interior) – 63" x 37" Awning (south side 2 nd Bed, Master Bed, Bath)	\$1704.60	
D, M	Two -tone frame (Bronze exterior, white interior) – 49" x 49" Horizontal Roller (north & south kitchen)	\$2395.96	
E, N	Two -tone frame (Bronze exterior, white interior) – 49" x 73" Horizontal Roller (north & south 2 nd Bed)	\$2219.99	
I, J, K	Two-tone frame (Bronze exterior, white interior) – 63" x 37" Single Hung (south side 2 nd Bed, Master Bed, Bath)	\$1607.57	
ADD THIS PRICE TO LINE H or LINE Q in EXHIBIT A			\$

EXHIBIT C-1
HL4 REPLACEMENT WINDOW WALL Customization Schedule and Pricing (current as of 3/27/2026)
NORTH SIDE 33-36

# Items	FULL DESCRIPTION OF WINDOW WALL OPTIONS	SIZE	Style	TOTAL PRICE
S-1	Ground Floor 6 panel SGD (OXX-XXO)	272x87	ES-EL400	\$19,302.28
S-2	Ground Floor 4 panel fixed glass Storefront w/swing door *extra	272x87	ES-8000	\$16,026.63
T-1	Mid-Floor 6 panel SGD (OXX-XXO)	272x63	ES-EL400	\$22,776.69
T-2	Mid-Floor 4 panel fixed glass Storefront	272x63	ES-8000	\$19,449.30
U-1	Mid-Floor Large Balcony 6 panel SGD (OXX-XXO)	272x99	ES-EL400	\$22,776.69
U-2	Mid-Floor Large Balcony 4 panel fixed glass Storefront	272x99	ES-8000	\$19,391.16
V-1	Top Floor (4 th) 6 panel SGD (OXX-XXO)	272x75	ES-EL400	\$19,302.28
V-2	Top Floor (4 th) 4 panel fixed glass Storefront	272x75	ES-8000	\$16,026.63
ADD THIS PRICE TO LINE H or LINE Q in EXHIBIT A		\$		

Manufacturer: ES Windows

Storefront are non-moveable fixed panels.

OXXO – O are fixed panels, X are panels that slide to open

Screens are included for X sliding panels

*Swing door prices are separate from the window wall price and are dependent on the style chosen.

Note:

1. Privacy grey glass and two-tone frames are available but not including in the price.
2. Engineering fees and permitting are included during the time that W&T is onsite. Will vary if W&T is not on site.
3. 50% payment as a deposit to submit for Plans and Drawings for permitting
4. Each unit will have a separate permit and require separate inspections and site visits from the structural engineer
5. Schedule will be separate and vary from the ongoing Milestone restoration project.
6. Price includes removal and disposal of old system, repairing areas, installation of new system, permits and inspections. Ready for paint.
7. If Storefront is selected for ground floor, one end panel must be replaced with a swing door, which is priced separately.

EXHIBIT C-2
HL4 REPLACEMENT WINDOW WALL Customization Schedule and Pricing (current as of 3/27/2026)
SOUTH SIDE 29-32

# Items	FULL DESCRIPTION OF WINDOW WALL OPTIONS	SIZE	Style	TOTAL PRICE
S-1	Ground Floor 4 panel SGD (OXXO)	172x99	ES-EL400	\$15,952.30
S-2	Ground Floor 3 panel fixed glass Storefront w/swing door *extra	172x99	ES-8000	\$13,245.15
T-1	Mid-Floor (2nd) 4 panel SGD (OXXO)	172x63	ES-EL400	\$18,823.71
T-2	Mid-Floor (2nd) 4 panel fixed glass Storefront	172x63	ES-8000	\$16,066.37
U-1	Mid-Floor (3rd) 4 panel SGD (OXXO)	172x63	ES-EL400	\$18,823.71
U-2	Mid-Floor (3rd) 4 panel fixed glass Storefront	172x63	ES-8000	\$16,025.75
V-1	Top Floor (4 th) 4 panel SGD (OXXO)	172x75	ES-EL400	\$15,952.30
V-2	Top Floor (4 th) 4 panel fixed glass Storefront	172x75	ES-8000	\$13,245.15
ADD THIS PRICE TO LINE H or LINE Q in EXHIBIT A		\$		

Manufacturer: ES Windows

Storefront are non-moveable fixed panels.

OXXO – O are fixed panels, X are panels that slide to open

Screens are included for X sliding panels

*Swing door prices are separate from the window wall price and are dependent on the style chosen.

Note:

1. Privacy grey glass and two-tone frames are available but not including in the price.
2. Engineering fees and permitting are included during the time that W&T is onsite. Will vary if W&T is not on site.
3. 50% payment as a deposit to submit for Plans and Drawings for permitting
4. Each unit will have a separate permit and require separate inspections and site visits from the structural engineer
5. Schedule will be separate and vary from the ongoing Milestone restoration project.
6. Price includes removal and disposal of old system, repairing areas, installation of new system, permits and inspections. Ready for paint.
7. If Storefront is selected for ground floor, one end panel must be replaced with a swing door, which is priced separately.

Exhibit A & B & C NOTES

SH - Single Hung

SH Awning – Jalousie crank windows

HR - Horizontal Roller

SGD - Sliding Glass Door (Total assembly, includes 2 doors)

WINDOW WALL – Rear windows between lanai and outside screen - see Exhibit C North & South

CUSTOMIZATIONS (color, type, glass, frame, slider, etc.) - to all windows and doors are defined in Exhibit B and made part of any contract.

1. See Exhibit B for customization pricing. Add this pricing to the pricing in Exhibit A.
2. Additional work may be needed on frames or sills. This estimate could change when original window is removed and condition of frames and sills is revealed. You will be informed of any additional cost before work proceeds.
3. Unless indicated otherwise in Exhibit B, all windows shall be impact resistant glass (hurricane windows) with screens and bronze aluminum frames installed with white siliconized latex caulk for the interior, and silicone or polyurethane caulk for the exterior.
4. **Awning/Jalousie Windows in Buildings 29-32. Huntington Lakes Section IV will pay for the permit, removal and reinstallation under the Milestone contract and reasonable additional work required on frames or sills that is not determined by the contractor or engineer to be due to owner negligence.
5. Measurements were taken from inside and outside, from top to bottom (H), side to side (W). Interior SGD and Window Walls are measured side to side and smallest height over tile or surface covering.
6. The cost of the windows, doors, or sliders is non-refundable as these are a custom manufactured item.
7. Window wall pricing includes permits, removal, disposal of old product, and installation of the new unit.
8. Prices were current as of date shown and may have increased by the time you contract – please check for current pricing on all items.

Product Replacement Specification can be found:

ES Windows www.eswindows.com

Single Hung and Awning: ES-MX1000 or ES-MX1500 with lock and screen

Horizontal Roller ES-MX2000 with lock and screen

Sliding Glass Door (Total assembly, includes 2 doors, no screen unless exterior door opens) ES-MX4000