

Finance Committee Agenda For
Tuesday, January 7, 2025 at 2:00 pm
In The Conference Room

Call to Order: by M. Gale Grems at pm

Roll Call:

Wayne Bailey: Pat Farley: Adele Poholsky: Doug Kubiak Gale Grems:
Ellen Maloney: and Manager, Lou Paul:

Others Present:

Discussions:

- 1) latest info from American Concrete Fence Walls
- 2) latest info for the washer and dryer
- 3) upcoming maturing CDs at Merrill Lynch and Bank OZK
- 4) other discussions as necessary

Motion to adjourn by: at pm

M. Gale Grems
Westwinds Village Inc. Treasurer

Posted Date/Time: Friday, January 3, 2025 at 10:45 AM
MEG

WESTWINDS VILLAGE, INC.

FINANCE COMMITTEE MEETING MINUTES

January 7, 2025 AT 2:00 PM IN THE OFFICE CONFERENCE ROOM

Call to Order: The meeting was called to order at 2:00 pm by Gale Grems, ROC Board Treasurer and chairperson of the Finance Committee.

Roll Call: Those present were Gale Grems, Doug Kubiak, Wayne Bailey, Pat Farley Adele Poholsky and Ellen Maloney in person. Also, present were Lou Paul, manager. Guests attending the meeting were Don Holtz, Vicki Beaty, Tracy Schultz, April Schultz, Mac McGee John Edwards and Dan Kalthoff.

Discussion and Updates

- 1) **Upcoming Maturing CDs at Merrill Lynch and Bank OZK:** Gale Grems stated that one (1) of the Merrill Lynch CDs for \$102,000 was maturing on January 10, 2025. Gale recommended to the committee to split the CS into two (2) CD at \$51,000 each and stagger the funds depending on rates.

Gale Grems also recommended that the CD at Bank of OZK for \$185,000 be split into two (2) CDs and reinvest the funds. The CD is maturing on February 6, 2025.

The committee discussed in the information that was provided by Gale Grems and suggested that she proceed with the spiting of the funds. Attached to the minutes are copies of the information regarding the CDs for Merrill Lynch and Bank OZK.

- 2) **Washer and Dryer:** Gale Grems stated Rice's Appliances was the company that where the Speed Queen Commercial washer and dryer would be purchased.
- 3) **Latest Information from American Concrete Wall:** A proposal from Permacast for a 6 foot high wall for the front entrance to Westwinds Village was given to each committee member. Viewing the proposal the committee discussed regarding the paint color and the height of the wall. The color is to be determined at a later date.

Discussion ensued regarding the height of the wall. **A motion was made by Wayne Bailey to recommend to the Board of Directors to have an 8 foot wall for the price of \$124,620. All in favor, motion carried.**

Gale Grems advised that the January 15th, 2025 meeting is being cancelled.

A motion was made by Ellen Maloney and seconde4 p.m. by Doug Kubiak to adjourn the meeting. All in favor, motion carried. The meeting adjourned at 3:



Lou Paul, CMCA, Acting Secretary

Approved 04/16/2025

**WESTWINDS VILLAGE FENCE CONSIDERATION (REVISION 3)
FOR THE FINANCE COMMITTEE MEETING JANUARY 7, 2025**

Current Understanding:

Fence loss is not covered by insurance but is covered by Reserves.

Finance Committee direction is to obtain quotes from American Concrete Fence Walls to furnish and install 1,140 feet precast cement wall (sand finish) for WW Village from the NW corner on SR 70 to the NE corner on SR 70.

The following two quotes are for the FC consideration:

6-foot high wall, Sand Finish, including 1 color only paint, plus Permit Running Fee \$107,520 (Quote 1)

8-foot high wall, Sand Finish, including 1 color only paint, plus Permit Running Fee \$124,620 (Quote 2)

Optional for either height is an upgrade to Emerald Rain Refresh w/15-yr warranty for an additional \$12/LF

Material production deposit of 33% due prior to material fabrication.

This wall comes in 20-foot sections. The wall itself is a solid precast, rebar reinforced concrete slab 4" thick weighing approximately 10,000 pounds. Painting is done to fill/cover blemishes naturally occurring in the manufacturing process and it has a 5-yr warranty. Columns are 20-inches by 8-1/2 inches also made of concrete. A small sample of the wall is in the Conference Room.

Installation procedure for 6-foot high wall; 24" wide x 45" deep hole is dug in the ground, column is placed in hole, inspected by Manatee County and then filled with concrete and a cap placed on top. The holes for the 8-foot high wall are 24" wide x 54" deep. Wind load for both is 140 miles per hour.

They cannot provide wall on Natalie Way or at Schultz entrance due to space limitations for crane work.

Removal of existing fence and old cement stubs quoted at \$31,920 by American Concrete Fence Walls does not have to be completed until February month end and we can use the time to get more quotes.

Period for installation based on a mid-January BOD approval date is late March or early April.

Panels can be pressure washed without damage.

References? Wall can be seen at several locations on Lockwood Ridge Road and next door at Fairfield.

MERRILL LYNCH (RESERVES) CD MATURITY SCHEDULE - As of 12/31/24						
Merrill Lynch - Reserves Account; 4 CDs:						
CD Rnd			Interest	Add	CD Amount	
And #	Description	Amount	Paid	On	For	Notes
1-1	Hapoalim BM, 3 mo at 5.049 % Term 3/14/23-6/23/23	50,000	629.52	370.48	51,000	see #2-1
1-2	Valley Natl, 6 mo at 5.147% Term 3/14/23-9/18/23	50,000	1,305.14	694.86	52,000	see #2-2
1-3	Citizens Bank, 9 mo at 5.15% Term 3/14/23-12/22/23	50,000	1,940.07	50,059.93	102,000	see #2-4
1-4	Discover Bank, 12 mo at 5.35% Term 3/14/23-3/21/24	50,000	2,675.00	325	53,000	see #2-5
2-1	Mizuho Bank, 3 mo @ 5.199% Term 7/3/23-10/12/23	51,000	668.45	331.55	52,000	see #2-3
2-2	USAA Federal Savings @ 5.500% Term 9/27/23-9/27/24	52,000	2,797.32	202.68	55,000	see#3-2
2-3	PNC Bank, 9 mo @ 5.450% Term 10/18/23-7/18/24	52,000	2,127.44	872.56	55,000	see #3-1
2-4	Safra Nat'l, 1 yr @ 4.60% Term 01/12/24-1/10/25	102,000				
2-5	Bank Of America Charlotte NC, 1-yr @ 5.050% Term 4/11/24-4/11/25	53,000				
3-1	Bank Of America Charlotte NC, 1-yr @ 4.85% Term 7/16/24-7/24/25	55,000				
3-2	City Nat'l Bank 1-yr @ 3.9% Term 10/3/24-10/3/25	55,000				
Total Current CDs At ML		265,000	12,142.94	52,857.06		
2023 Total			4,543.18			
2024 Total (through November)			7,599.76			

GL #618 Interest-Bank Deposits (on Operating accounts) - Revised on 1/1/25 (before December monthly reports):

Date	Centennial Ckng		Centennial Sweep		Bank OZK 13-mo CD1		Bank OZK 7-mo CD2		OZK Savings		Total GL #618	
	Monthly	YTD	Monthly	YTD	Monthly	YTD	Monthly	YTD	Monthly	YTD	Monthly	YTD
2023						4,505.10						
Jan 2024	95.02	95.02			774.57	774.57			3.90	3.90	873.49	873.49
Feb 2024	88.99	184.01			777.91	1,552.48			3.43	7.33	870.33	1,743.82
Mar 2024	93.76	277.77			730.76	2,283.24			3.43	10.76	827.95	2,571.77
Apr 2024	16.30	294.07	1,063.60	1,063.60	784.42	3,067.66			3.79	14.55	1,868.11	4,439.88
May 2024	7.62	301.69	1,306.70	2,370.30	762.34	3,830.00			3.67	18.22	2,080.33	6,520.21
Jun 2024	7.30	308.99	1,300.71	3,671.01	791.09	4,621.09			3.32	21.54	2,102.42	8,622.63
Jul 2024	7.33	316.32	1,321.61	4,992.62	768.82	5,389.91	0.00	0.00	3.88	25.42	2,101.64	10,724.27
Aug 2024	7.74	324.06	1,377.21	6,369.83	0.00	5,389.91	828.19	828.19	3.51	28.93	2,216.65	12,940.92
Sep 2024	7.37	331.43	1,377.68	7,747.51	0.00	5,389.91	831.96	1,660.15	3.63	32.56	2,220.64	15,161.56
Oct 2024	7.80	339.23	1,427.34	9,174.85	0.00	5,389.91	808.67	2,468.82	3.63	36.19	2,247.44	17,409.00
Nov 2024	5.15	344.38	1,425.08	10,599.93	0.00	5,389.91	839.31	3,308.13	3.40	39.59	2,272.94	19,681.94
Dec 2024	2.04	346.42	1,518.78	12,118.71	0.00	5,389.91	815.81	4,123.94	3.75	43.34	2,340.38	22,022.32



State License #: CBC 1256823

Project Name: Westwinds Village
Project #: 7086

Proposal Number:00004420
Quote Date: 2024-12-12 13:51:58
Expiration Date: 2025-01-12

Permacast Walls, LLC Contact Information

Primary Contact:James Skattebo
Email: james@permacastwalls.com
Mobile: +1 8133733209

Sales Coordinator: Shannon Rhew
Email: shannon@permacastwalls.com
Phone: 888.977.9255
Mobile: 270.339.0593

Director of Sales: Jason Downs
Email: jason@permacastwalls.com
Mobile: 352.201.6783

Main Contact and Job Site Address

Contact Name: Christine Boomgaard
Email: boomer1011@att.net
Mobile: (616) 894-1649

Job Site City: Bradenton
Job Site State: FL

Billing Information

Bill To: Westwinds Village
5316 53rd Avenue East
Bradenton, FL 34203

Project Line Items

Product Name	Description	Qty	Sales Price	Total Price
6'H Precast Wall	Furnish & Install 6'H Precast Wall (20' O.C.) Sand Finish (<i>additional finishes available for \$2/LF upcharge</i>). Includes painting of the wall 1 color only. (Spray application - applied on site after installation).	1140.0	\$93.00	\$106,020.00
Columns - Standard	Standard Columns included in LF pricing.	59.0	INCLUDED	INCLUDED
Cap - Standard	Standard Column Cap included in LF pricing.	59.0	INCLUDED	INCLUDED
Engineering Fee	Engineered Shop Drawings required for local building dept. permit approval	1.0	INCLUDED	INCLUDED
Permit Running Fee	Incurred costs of obtaining permit & up to \$1,000.00 in permit fees. <i>Additional permit fees will be paid at cost via change order.</i>	1.0	\$1,500.00	\$1,500.00
Concrete Conveyance	Concrete Conveying Required included in LF price.	1.0	INCLUDED	INCLUDED
Material Production Deposit	Material Production Deposit of 33% [\$35,481.60] due prior to material fabrication. <i>To be invoiced upon contract execution.</i>	1.0	<i>To be invoiced upon contract execution.</i>	<i>To be invoiced upon contract execution.</i>
			Quote Total	\$107,520.00

Per LF base price is based on:

Wind Load	Exposure
140	B

Should the actual wind or exposure rating be determined or required higher than estimated, buyer is responsible for all associated cost differences.

Permacast Scope of Services

This Permacast Scope of Services ("Scope") to that certain Subcontract Agreement ("Subcontract Agreement") dated as of 2024-12-12 by and between Westwinds Village ("Buyer") and Permacast, LLC ("Permacast") provides the terms and conditions that apply to that certain Proposal 00004420 by and between Permacast and the Buyer and is effective as of {{Date00004420 ("Effective Date")}

1. The acceptance of this Proposal constitutes agreement that Permacast's Scope of Services will be incorporated into the Final Agreement. Permacast Scope of Services supersedes and / or overrides contractual verbiage as a condition of the Agreement.
2. No Line Item shall be altered or removed without a Change Order (each a "Change Order"). Each Change Order must be mutually agreed to and executed by an authorized representative of Permacast and Buyer. **Permacast utilizes rapid production techniques.** Buyer shall be responsible for the price of each Line Item provided in the Proposal unless otherwise agreed to in writing by Permacast. In the event Buyer terminates or cancels any Line Item provided in the Proposal, Buyer shall pay a termination fee equal to fifty percent (50%) of the total price provided in the Proposal for such Line Item. Any changes or modifications needed to the layout, system design, custom connections / brackets, foundations, site conditions, material or requirements of others that differ from Permacast's original base submittal, including additional inspections or certifications that may be required, will require a Change Order and shall be an additional charge to Buyer.
3. Permacast is not responsible for grading or site preparation before or after the Wall is installed. Buyer agrees to set stakes every 50 LF marking the center line of the wall to clearly designate the starting points, ending and turning points of all wall lines. All gate, door and opening dimensions to be provided and marked on stakes. Bottom of wall, final grade marks and elevation changes are required to be marked on stakes. Cut and Fill marks on stakes are NOT acceptable. Site work by others that requires removing or adding fill / soil must be done in advance of mobilization. Bottom of retaining walls / buried panels must be clearly exposed, excavated, marked, cleared and accessible from both sides of the wall line for installation of Permacast machinery. Access from one (1) side only may require a concrete pump which shall be an additional charge to Buyer. Buyer to provide a minimum 25' wide, clear level and stable access road to all wall locations and parallel to the entire length of the wall that suitable for semi and concrete truck traffic and any machinery required to install the wall. The foregoing is subject to site inspection by Permacast prior to Permacast's commencement of the Project and must be maintained for the duration of the Project. In the event that Permacast is required to ferry material or access is not provided due to Buyer's failure to comply with this Section, Buyer will be billed \$9 per linear foot for the ferrying of material over 500 feet from the staging area. Buyer agrees to this charge.
4. "Standard Permacast Machinery" includes: Telehandler and Skid Steer only. This Agreement excludes expenses incurred for heavy machinery (including but not limited to excavator, crane, drill rig, vacuum trucks, etc.), concrete pumping, conveying of concrete, traffic control, panel cuts for shortened panels, single columns, or costs associated with additional concrete for differing site conditions. Estimated amount of hours needed are calculated based on the following: Concrete company/driver discretion, safety conditions (included but not limited to weather and ground conditions) for accessibility of a concrete truck to the foundation holes.
5. Buyer agrees that the proposed wall line location, staging and loading area and all Permacast work zones will have no conflicts with trees, vegetation or root systems. Tree and root system interference in and along the wall line must be removed, including grubbing and root balls. Displaced soil must be backfilled and compacted. Buyer also agrees there shall be no conflicts with underground lines, overhead roof eaves, overhead utilities, poles / guide wires, fire hydrants, manhole covers, irrigation lines / heads / equipment or telecom boxes. Furthermore, Permacast is not responsible for damage to sidewalks, curbs, ramps, driveways, asphalt, grass/sod, right of way, easements, aforementioned on-site underground utilities, wires or conduit, private electrical systems / low voltage, television or cable lines, fiber optic lines, drain fields, septic tanks, French drains, sewer drainage pipes, or any material that is not flagged or located by either the applicable locate company or the Buyer / property owner.
6. It is the sole responsibility of the Buyer / GC to de-energize any powerlines that interfere with the legal installation of the wall. All public utility projects must have column placements individually staked for locations. OSHA mandated clearances will be enforced, and this clause must be a part of all contracts. Any on site changes or modifications to the layout, design or material that may necessitate less footage than provided in the Proposal are subject to a base rate adjustment. In addition, Buyer shall reimburse Permacast for any costs incurred by Permacast for remobilization and / or transportation and incur a 50% restocking fee. All material returns will incur a 50% restocking fee of original base linear foot cost plus the actual freight costs to return such material. This is not a "LUMP SUM" Agreement and is subject to site inspection and field measured quantities, actual charges will be for the exact amount of Wall installed. This includes material handling, shipping, machinery, and logistics. Returns must commence on original crew and machine mobilization. No credit will be given for deduction of specialty orders.
7. Buyer agrees that Proposal does not include sleeving of foundations. If foundations require sleeving due to: collapsing soils, water intrusion, any subsurface or unknown and/or unforeseen condition causing the need for diameter and depth of foundation to be stabilized, fees for sleeving will be charged. Materials, means and methods of sleeving applied is at the sole discretion of Permacast. Dewatering of site or work zone by others. All dewatering of the Job Site shall be the responsibility of Buyer.
8. Geo fabric, rock, sand or any material or combination that may be required for drainage above or below ground is NOT included in the Proposal. Buyer certifies to Permacast that minimum soil bearing capacity is 2,000 p.s.f. and at least 95% compaction. If soils do not meet required density, Permacast is not responsible for settling or cracking in walls, columns or foundations. Ground conditions for the work, travel and staging zones must be of stable, dry and acceptable driving conditions for appropriate machines and vehicles to carry and maneuver with heavy material. Permacast shall not be responsible for the removal, spreading or disposal of any dirt, rock or other debris which may result from the excavation of foundations necessary to install the Wall.
9. Buyer agrees that the Proposal includes one (1) mobilization for installation and one (1) mobilization for the painting crew. Buyer agrees to charges incurred for each additional mobilization: \$8,000 for installation crew and \$4,000 for painting crew.
10. This Proposal includes one (1) base Engineering Fee. Any additional work, revision or requirements by others will be extra.
11. PCI Guide Specifications (2.9 Acceptability of Appearance). The finished face surface shall have no obvious imperfections other than minimal color and texture variations or evidence of repairs when viewed in good typical daylight illumination with the unaided naked eye at a 20 foot (6 M) viewing distance. Appearance of the surface shall not be evaluated when light is illuminating the surface from an extreme angle as this tends to accentuate minor surface irregularities. Buyer agrees that small surface holes caused by air

bubbles ("bug holes"), normal concrete variations, normal form joint marks, minor chips, minor imperfections, surface finishes, minor waving, indentation, and exposed fibers will be considered acceptable. Bug holes that appear at the time of form removal that are larger than 1/2" in any direction and bug holes between 1/4" - 3/8" in width that occur in a highly concentrated area shall be filled at no additional cost to Buyer. Buyer agrees that normal concrete expansion and contraction surface cracks that do not affect the structural integrity of the product will be considered acceptable. Buyer is aware that precast products have inherent imperfections and are not an architectural finish product. Columns shall have a smooth steel form finish, and hand float / trowel finish. Requirements exceeding the foregoing will incur additional costs.

12. All spaces between Wall components are engineered to function as control joints which allow for the natural contraction and expansion of the various components in a controlled manner. Accordingly, these spaces will not be filled in. Space created in column keyways due to grade / elevation changes, i.e. "Stair Steps", will not be filled unless otherwise noted and agreed to by Permacast in writing.

13. Buyer is responsible to supply and pay for all concrete dumpsters prior to Permacast mobilization. If a concrete dumpster is not available prior to Permacast's crew's departure from the Job Site, Buyer shall assume full responsibility for debris left onsite and any costs related thereto. Permacast will not be responsible for the clean-up of minor excess concrete used for the installation of the Wall. In addition, onsite concrete washout areas must be provided.

14. If a full set of site plans and geo-technical / soils report have not previously been provided, such Report must be provided to Permacast upon Buyer's execution of the Agreement. In the event the Reports materially affect Permacast's costs related to the Proposal and / or the Project, or no Report is provided, Permacast has the right, in its sole discretion, to adjust the price provided in the Proposal.

15. Buyer agrees that any retainage shall be paid to Permacast within thirty (30) days of completion of Permacast's work.

16. Buyer hereby acknowledges and agrees that the Proposal does not include the cost of additional labor, materials or equipment that may be required due to conditions, hindrances, obstructions, or obstacles which are encountered in the field and result in the need for hand-dug holes, drilling or destruction of rock, concrete, asphalt or buried debris, removal of fences, cutting / sawing through above and underground tree roots / stumps or any change in standard methodology of installation of the Wall, all as determined by Permacast in its sole discretion. If possible, Permacast shall make reasonable efforts to notify Buyer prior to the commencement of any such additional labor, material or equipment. Buyer shall be solely responsible for all costs for such additional labor, materials or equipment.

17. The painting crew will not mobilize unless there is a minimum of five (5) feet of working space on each side of the wall for up to 10'H walls and fifteen (15) feet for higher than 10'H walls to be able to paint in a safe and professional manner. Specific paint codes and color themes must be provided to Permacast by Buyer in advance to avoid delays in paint procurement. Buyer agrees that overspray on surrounding foliage, plants, shrubs and trees is acceptable. Buyer is responsible for all vehicle relocations from the Job Site. Permacast shall not be liable for overspray on Buyer's or any third party's vehicles. Any additional landscaping that is installed after the Wall is installed and before painting, will null and void the original paint price and require execution of a Change Order for additional time, preparation and / or hand-rolling. Paint is a spray applied one coat process.

18. If Buyer chooses integral colored concrete, Buyer agrees and understands that samples are for reference only and finished product appearances may vary. Permacast makes no claims or guarantees as to exactness of final hue and / or tint of color. Shade variations of cement, aggregates, plus variations in the volume of water, the addition of admixtures, and the differing day-to-day temperature and weather conditions can affect and cause hue and tint inconsistencies. Buyer agrees that variations in finished color are acceptable.

19. If Buyer chooses not to paint, it is understood that certain material will have patching areas of darker discoloration, dunnage marks from shipping / handling, and imperfections from a plant-run grey Portland concrete and non-architectural product. Painting is always recommended.

20. This proposal includes standard employee wage rates based on a 40-hour work week. Overtime and weekends shall result in an additional charge to Buyer.

21. Any Change in scope of work or deficient site readiness or access as determined by Permacast in its sole discretion, will be subject to additional costs to be borne by Buyer for downtime delays, standby time, or further need to remobilize personnel or equipment. If Permacast is forced to depart the Job Site for any reason, there will be a remobilization charge, unless such departure is solely the fault of Permacast.

22. Permacast is not responsible for any delays or work stoppages caused by Buyer or any third party in commencing or completing the Project. Buyer agrees to reimburse Permacast for any increased costs or expenses incurred by Permacast due to any such delay. In the event of any work stoppage or delay, regardless of duration, the pricing set forth in the Proposal shall be subject to reasonable adjustment based upon additional expenses incurred by Permacast and / or lost opportunities as a result of such stoppage or delay in the Project, unless such stoppage or delay is caused solely by Permacast.

23. The pricing set forth in this contract remains valid for ninety (90) days following the Effective Date. If the Project is not commenced within ninety (90) days of the Effective Date, the pricing set forth in the Proposal is subject to reasonable adjustment based upon increased labor, shipping, and / or material costs. Such adjustment shall be at Permacast's sole discretion. All proposals not yet contracted are subject to additional onsite inspection and estimation by Construction Management.

24. In the event of a material breach by Buyer of any of its obligations under this Agreement, including without limitation, non-payment, Permacast shall be entitled to payment of its reasonable attorney's and paralegals' fees and costs by Buyer which are incurred before, during, and after any lawsuit is filed, in appellate proceedings, and in bankruptcy. Any litigation or disputes between the parties related to this contract shall only be brought or maintained in Manatee County, Florida.

25. Buyer agrees to allow Permacast to photograph and/or video the Wall and surrounding landscape for Permacast's marketing purposes. Buyer agrees that Permacast shall have the option to include Buyer's name and Buyer's trade names, trademarks, service marks, logos, or other indications or symbols of Buyer's brand or identity in connection with Permacast's identification of Buyer in marketing materials and customer lists; provided that Buyer may revoke its permission upon advance written notice.

26. Final construction walkthrough inspection will be available after construction and paint application. It is Buyer's responsibility to be on site for Project acceptance upon Permacast's completion of the Project. Unless Buyer notifies Permacast of any material nonconformity of the Project during the final walkthrough inspection, which will occur on the date of completion of the Project, the

Project shall be deemed accepted by the Buyer. Any issues not raised by Buyer during the final walkthrough inspection will be considered out of scope and subject to remobilization and additional fees.

27. Permacast shall not be deemed to have breached this Agreement because of any delay or failure in its performance arising from a Force Majeure Event. "Force Majeure Event" shall mean any of the following: (1) expropriation, confiscation, condemnation, embargo or requisitioning of facilities or other delays in construction of the Project due to the acts of any governmental authority; (2) acts of declared or undeclared war or the public enemy, terrorism or sabotage; (3) public disorders or civil disturbances; (4) casualties not the fault of Permacast; (5) Acts of God; (6) labor strikes, work stoppages, or other similar labor troubles; (7) shortages of materials or equipment, fuel, steam, water, electricity or industry-wide unavailability of labor within a particular trade; and / or (8) pandemics.

28. Buyer agrees to indemnify, hold harmless and defend Permacast and its respective officers, directors, trustees, agents and employees, from any and against all claims, damage, liability, expenses or losses (including, without limitation, attorneys' fees and disbursements), to the extent arising out of or attributable to: (1) bodily injury, sickness, disease or death or injury to or destruction of tangible property, (including tools, equipment, plant and buildings at the Job Site, but excluding the Project itself) and (2) any fines or penalties incurred by reason of Buyer's violation of applicable laws; to the extent that such claim, damage, liability, expense or loss is caused by the negligent or willful acts or omissions of Buyer or anyone acting on behalf of Buyer, regardless of whether it is caused in part by Permacast. Such obligation shall not be construed to negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section.

29. In no event will Permacast or any of its directors, officers, employees, agents, or subcontractors be liable under any theory of tort, contract, strict liability or other legal or equitable theory for lost profits, indirect, incidental, special, consequential, exemplary, incidental, or punitive damages, each of which is hereby excluded by agreement of the parties, regardless of whether such damages were foreseeable or whether Permacast has been advised of the possibility of such damages. Permacast's cumulative liability for all claims including, without limitation, expenses, damages and indemnification obligations arising out of this Agreement, shall not exceed the fees actually paid by Buyer for the Project.

30. In the event Buyer requires Permacast to provide or pay for any additional fees including, but not limited to, safety related fees, required online training, clearances for job site access, job specific background checks, insurance, sales and use tax, bond, Contractor Controlled Insurance Program (CCIP), certifications, fees associated with Contractors using Textura or any similar financial platform/portal, any additional coverages or administrative costs associated with any of the above listed items, shall be billed separately and accordingly via Change Order.

31. Permacast's standard warranty is for a period of one (1) year. Should a warranty issue arise during that period, Permacast will respond within 72 hours. Following the initial response, corrective action will be scheduled accordingly.

32. This Agreement sets forth the entire understanding between the parties concerning the subject matter hereof and supersede all contemporaneous and prior negotiations, understanding, and agreements with respect to the subject matter hereof. No waiver of any right or remedy under this Agreement and no supplement, amendment, change, or modification to the terms hereof shall be binding on either party to this Agreement unless it is in writing and is signed by the party to be charged.

33. The parties hereto expressly understand and agree that each party is an independent contractor in the performance of each part of this Agreement and is solely responsible for all its employees and agents and its labor costs.

Terms:

- 33% Material Production Deposit due upon Buyer's execution of the Scope. Progress payments for delivered material and installed Wall due on invoice.
- Balance due on completion of the Project.
 - o NOTE : Buyer recognizes that the construction industry is currently experiencing price and availability volatility with regard to the materials and freight costs. Because of market fluctuations, material and freight costs are subject to sudden and significant changes and firm prices cannot be obtained from suppliers. Therefore, if there is an increase in the actual cost of the products or freight charged to Permacast subsequent to the Effective Date, Permacast may increase the cost of the Proposal without the need for a written Change Order or amendment to the Agreement. Buyer agrees to such price increase.
 - o An interest rate of 3% per month, prorated, will be applied to past due amounts.

IN WITNESS WHEREOF, the parties hereto have executed this Scope as of the Effective Date.

Permacast Walls, LLC

Buyer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____







