

From: [Michael Blake](#)
To: [dencc - City Council](#); [Hahn, Kara L. - CPD Planning Services](#)
Subject: OPPOSE BR16-1021 (Hostile historic application for 2849 W. 23rd Avenue)
Date: Monday, November 21, 2016 9:52:59 AM

November 21, 2016

Dear City Council-members:

I live in Jefferson Park, approximately 2 blocks away from the property on 2849 W. 23rd Avenue and I oppose this hostile historic application. I have owned my home here since November 2010 and plan to live here for years to come. I am a member of Jefferson Park United Neighbors (JPUN), which is the only Registered Neighborhood Organization for this property. I donate to this organization and volunteer my time when asked.

You have no doubt seen the opposition document from the property owner, Judith Battista, detailing why this particular application should not move forward. I won't restate the content but I completely agree with her position.

I would, however, like to bring something different to your attention. The November issue of the JPUN newsletter featured a passionate letter from Ms. Battista asking her neighbors to support her property rights and oppose this hostile historic application. In her letter she announced her plan to attend the General Membership meeting of JPUN on Tuesday, November 15th to present her position and I decided to go to hear her story in person.

How disappointing to see what happened next. **Almost from the very beginning, she was shouted down by both Councilman Espinoza and his aide until she was almost in tears (even though in yesterday's Denver Post story, he claims he just did "the one interjection").** What a horrible, humiliating experience that must have been for her, and coming from an elected official, no less. It took awhile, but JPUN's Board President finally restored some diplomacy and sanity to the proceedings. **It was also reassuring to hear that JPUN won't support either side in this hostile historic application, because it pits neighbor against neighbor.**

For the 12 members of City Council who were not there to witness this sad personal attack, I can assure you that you would have been truly appalled by the conduct of one of your colleagues. As a 30-year resident of Denver, I have attended so many RNO meetings but I have never watched a City Councilmember badger a constituent like that in a public meeting.

There were about 24 neighbors in attendance and if you reach out to any of them, or the JPUN Board, you will no doubt hear the same story. If Ms. Battista comes before you on Monday to ask you to vote against this hostile application of her property, I know 12 of you will you will treat her with the respect she deserves. I would respectfully ask that you ensure that Councilman Espinoza does not treat her like he did at our last RNO meeting.

On November 21st, I encourage you to vote "no" on this hostile historic application. Feel free to contact me if you have any other questions. Thank you for your time.

Mike Blake

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November 17, 2016

Denver City Council
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Re: Hostile Designation of 2849 West 23rd Avenue

Dear City Council Member:

This firm represents Judith Battista, owner of the above referenced property that will come before you during a hearing on November 21, 2016, on a hostile historic designation application filed by Councilman Espinoza. The purpose of this letter is to provide you with the factual and procedural background necessary to make a fully informed determination about Ms. Battista's property rights and financial future.

A. Procedural and Factual Background

As a threshold matter, Ms. Battista's home represents her sole major asset and the bulk of her financial future. She is a single working woman without the benefit of additional resources to provide for her day-to-day expenses or future retirement. She invested all of her savings in her

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home and worked diligently to pay her mortgage each month. Early this year, when faced with costly repairs and the continued expense of upkeep, she decided that it was time to sell. She was quickly informed that due to recent attempted hostile designations in the area, potential buyers may require a Certificate of Non-Historic Status (“Certificate”) as a condition of a sale. Accordingly, she submitted her application for a Certificate which was accepted by the City and County of Denver (“City”) on July 12, 2016.

What transpired following that submission is not only disturbing to those familiar with the hostile designation ordinance, it is contrary to our notions of representative government and property rights at their most fundamental level.

First, Ms. Battista was harassed and intimidated. She was contacted a number of times at work by several people who identified themselves as historic preservationists and members of Councilman Espinoza’s staff. She was then contacted directly by Councilman Espinoza. During a confrontational call, he told Ms. Battista that unless she gave him the opportunity to find another buyer for her property, he would file to have her home designated as historic against her will. He went on to ask a number of personal financial questions and concluded the call by stating that he would find a buyer within 10 days to pay her more than she had been offered provided she would be willing to sell. Ms. Battista was understandably intimidated and believed that because Councilman Espinoza was in a position to directly affect the outcome of her property, she had no choice but to agree. Ten days later, a member of his staff called her to say that he was unable to find a buyer. The following day, Councilman Espinoza as the sole applicant, filed for hostile designation against Ms. Battista’s home despite her efforts to cooperate.

Ms. Battista’s case proceeded to the Landmark Preservation Commission (“LPC”), an equally disturbing process that lacks even a basic opportunity to refute historic ‘facts’ presented by an applicant and City staff. The homeowner is given 10 minutes to present sufficient historic justification in order to retain the rights to their property before a board of historic preservation experts. The applicant is then given an equal amount of time to present the case for hostile designation against the homeowner’s will. Finally, City staff is given an unlimited amount of time to support the applicant’s claims and further the case against the homeowner. Making matters worse, the homeowner is not even allowed an opportunity to refute the ‘facts’ presented against them. In the case of Ms. Battista, a number of claims made by staff in favor of historic designation are arguably false.

While the City has the benefit of unlimited research and resources made possible by taxpayer dollars, the homeowner receives none of the same advantages. Ms. Battista cannot afford historians, or researchers, or historic preservationists to mount a case in her defense to refute the City’s claims. Few homeowners fending off a hostile designation can. Keep in mind that if the City were to disagree with an applicant, the property would not have passed the City’s initial

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review for designation. Simply put, the process dictates that by the time an LPC hearing is set, the City and the applicant for hostile designation will agree that the property should be designated. Thus, the homeowner is forced to argue against both in order to retain his or her property rights. Given this high hurdle, the application against Ms. Battista, like nearly all hostile applications before it, sailed through the LPC in a 7-0 vote.

The next step in the process is a recommendation from the Land Use, Transportation, and Infrastructure (“LUTI”) committee of the City Council to determine whether the full council will vote on the hostile designation. In the case of Ms. Battista, Councilman Espinoza is both the applicant and a member of the LUTI committee. In what can only be reasonably viewed as complete disregard for the appearance of propriety and an unbiased process, the City does not require recusal in this situation. Not surprisingly, Councilman Espinoza, citing City code as permissive authority, and over the objection of Ms. Battista, cast the tie-breaking vote in favor of his own hostile historic designation application despite statements made by him at the meeting that he did not want to unfairly prejudice the LUTI committee’s review of the matter. Councilman Espinoza, again over the objections of my client, also voted on November 14, 2016 to forward his application on for a public hearing and final vote on November 21, 2016. Despite the due process concerns that are directly implicated by Councilman Espinoza’s continued participation in this matter, Councilman Espinoza has refused to recuse himself and has indicated that he fully intends on voting in favor of his own hostile designation application at the hearing.

That brings us to the current point in this process where you are asked to determine whether the application before you to designate Ms. Battista’s home as historic against her will meets the requisite threshold. In doing so you must consider the requirements for historic designation under DRMC 30-3. If met, you *may*, but are not required, to designate her home as historic. However, unlike the LPC whose focus is narrow, Council may also consider the application in a much broader context including rights of due process, notions of fairness, sanctity of property rights, economic hardship, and the wisdom of furthering an ordinance in desperate need of revision. In this light, we believe you must find for Ms. Battista.

B. The Property Does Not Meet the Historic Designation Criteria under DRMC § 30-1.

The historic designation ordinance states that if a structure maintains its historic or physical integrity, it *may* but is not required to be designated for preservation if it meets one criterion in two or more of the three categories of (1) history, (2) architecture, or (3) geography.

The applicant and the City assert that Ms. Battista’s home meets criteria (1)(c) and (2)(a). The LPC unilaterally added criterion (3)(a) in excess of its authority and with disregard to the procedural due process that should have been afforded to Ms. Battista to challenge this criteria. Thus, the City has not met the requisite criteria for the following reasons:

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(1) History

c. Having a direct and substantial association with a person or group of persons who had influence on society;

The applicant and the City claim that the property's "association" with architects Merrill and Burnham Hoyt is sufficient to satisfy criterion (1)(c) because their association with the house is "substantial," and the brothers' work had an "influence on society." While it is likely true that the architects resided in the home as children, and that their mother owned the home until 1933, that is the sole extent of their association with the home. It is not alleged that they were born or died there. Contrary to staff's assertion, there is no proof they ever worked there. There would have been no reason to. Census records show Merrill was married and had been living in his own house since at least 1909. The history available for Burnham is vague at best. What is clear is that Burnham did not receive his architecture license until 1925. He then lived in New York until at least 1936, three years after the house was sold. In fact, the only documentation supporting a substantial association with the house occurs on a Wikipedia page that added a photo of the house the day before Councilman Espinoza submitted his application.

If the City's criteria in (1)(c) are satisfied by a person simply living in a home at some point in life, then any home built before 1986 and occupied for any length of time by any person with an influence on society is eligible for hostile designation. The candidates are endless but could certainly include the current and former Denver homes of Tim Allen, India Arie, Philip Bailey, Dog the Bounty Hunter, Madeleine Albright, Don Cheadle, Mamie Eisenhower, Carlotta Walls Lenier, Wellington Webb, Roseanne Barr, Emily Gibson Braerton, Federico Pena, Pat Schroeder and many, many others. Indeed, to the extent that each of you grew up in Denver, it could well include your childhood homes.

Whatever influence that Burnham and Merrill Hoyt's architecture may have on society will remain through examples of their work. In fact, most if not all of the examples provided by staff are designated historic. However, a house they may have lived in for an undetermined period of time has no direct or substantial association with the Hoyts or their work and therefore does not meet the requirements under (1)(c).

(2) Architecture

a. Embodying distinguishing characteristics of an architectural style or type;

As a preliminary matter, the structure has not maintained its physical integrity and has undergone significant structural changes over the years. Without belaboring them here, these extensive changes are detailed in the attached presentation as well as in the official file # 16-1021 attachment #4 labeled "2849 W 23rd Ave Landmark Owner Presentation."

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As with other examples of single-family homes paraded before this Council in previous attempts at hostile designation, Ms. Battista's home is at best an example of a vernacular or everyday Queen Anne. There are certainly better examples that exist throughout the city including in nearby historic districts whose owner's voluntarily sought historic status. It does not take an expert to look at Ms. Battista's home and see that its singular distinguishing characteristic is that it is old.

(3) Geography

a. *Having a prominent location or being an established, familiar and orienting visual feature of the contemporary city;*

The applicant did not cite geography as a basis for designation in his application, nor did staff identify or substantiate geography as an applicable criterion. Geography was added upon the suggestion of LPC members following the closure of the LPC public hearing. There is no authority for this procedure and it is in direct violation of the landmark ordinance which provides that the property owner shall be afforded a reasonable opportunity to be heard. Moreover, no evidence was presented or entered into the record to substantiate the finding of criterion (3)(a). Because it had not been previously identified, Ms. Battista had no opportunity to refute this criterion. Therefore, the personal opinions of members of the LPC brought up *sua sponte* should be excluded from consideration.

C. Imposes a Financial Hardship

Designating Ms. Battista's home as historic would impose a significant financial hardship that could profoundly affect her financial future. The impetus of obtaining the Certificate was Ms. Battista's inability to afford costly and necessary repairs. Written bids estimate the repairs to her home if non-historic at \$90,000.00. Bear in mind that this is an expense she will avoid altogether if she is able to sell. If her home is designated, the same repairs to an historic property will cost approximately \$127,000.00.

Ms. Battista has an offer on her home, but that buyer is unwilling to purchase the home if it is designated historic. In cooperation with Historic Denver, Ms. Battista agreed to consider a qualified offer from an historic buyer. Despite what you will likely hear at the public hearing, there have been no offers. As evidenced by the complete absence of any offer to purchase the property if designated historic, her home will be much more difficult to sell as an historic property. She will then be forced to either complete the costly repairs, made even more costly by its historic status, or sell the home at a discounted price. With regard to this property, a local real estate agent specializing in Jefferson Park was quoted in a recent Westword article as saying the purchase price could be reduced by as much as half.

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This home represents Ms. Battista's only nest egg. Imposing these hardships on her does not simply mean increasing regulations on her property, it means reducing her future retirement by hundreds of thousands of dollars.

D. Conclusion

For the reasons stated above, it is clear that the application for hostile designation does not meet the City's requirements set forth under the Denver Municipal Code. Of equal importance, hostile designation of an individual's home under this ordinance in the absence of overwhelming aesthetic and historical significance flies in the face of our notions of property rights, procedural due process, and fundamental fairness. Imagine yourselves and your many constituents in the same situation. After working hard each month to pay a mortgage, you are about to realize the fruits of your labor. However, your entire financial future is thrown into chaos when the very elected official charged with representing your interests is able to file an application that could strip away the value of your hard work. That same official then votes to forward their own application to Council, and sits on that same Council to cast a vote in favor of their application. Then, in an effort to save your investment, you are given a total of six minutes from the gallery to state your case. However, the applicant is allowed the full benefit of a seat on the dais to speak as much and as often as they wish. This scenario would otherwise sound completely implausible in American democracy were it not true.

On behalf of Ms. Battista, I implore you to consider the evidence before you through both the narrow lens of DRMC § 30-3 and the broader context in which you decide what matters to our City. Vote no on the hostile designation of Ms. Battista's home.

Very truly yours,



Matthew Rork
Fairfield and Woods, P.C.

cc: Jessica Alizadeh
David Broadwell, City Attorney
David.Broadwell@denvergov.org

JA:mel

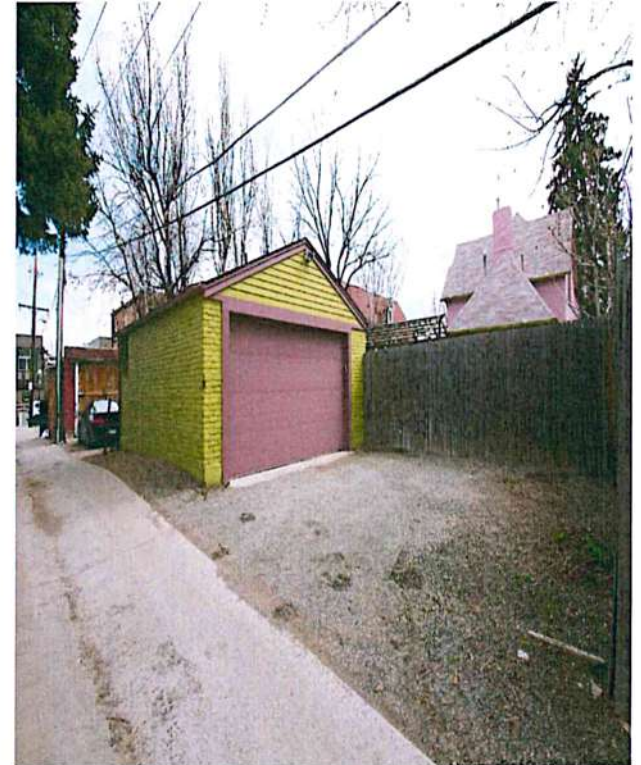
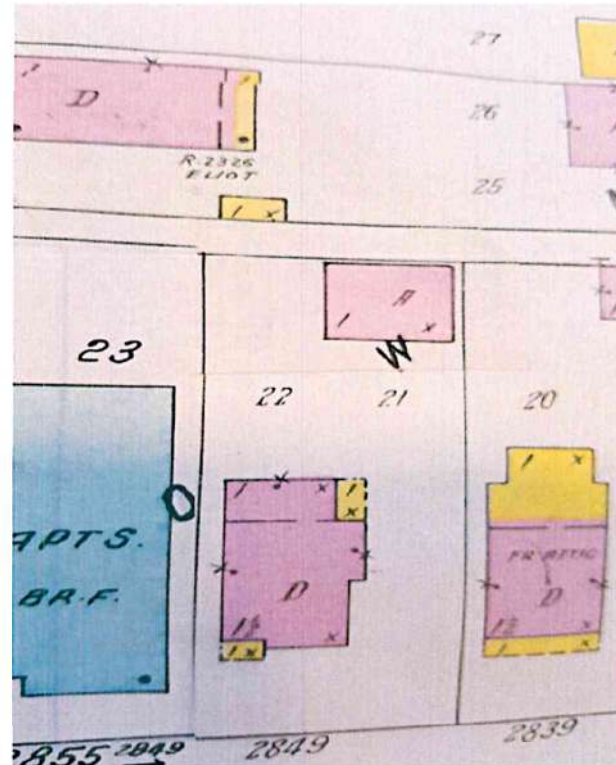
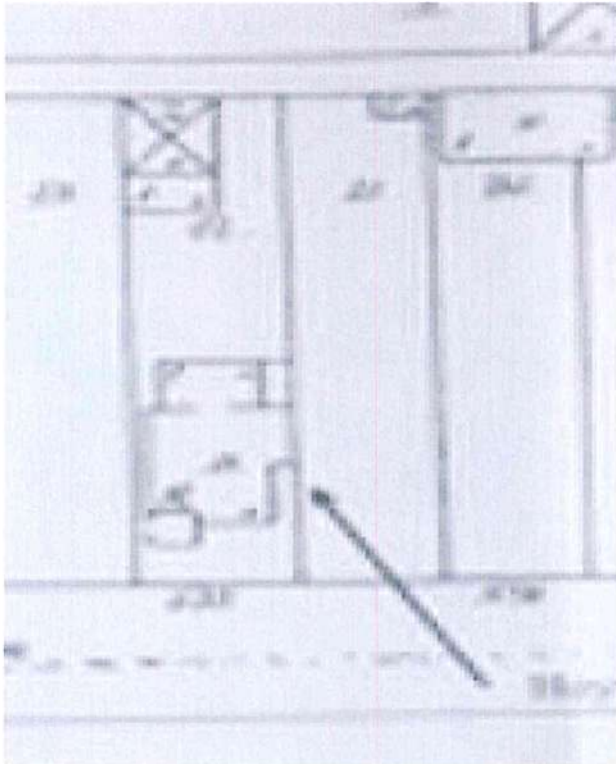
Hostile Designation of 2849 West 23rd Ave.

PRESENTED BY
Judith Battista

THE HOME OWNER

DOES NOT MAINTAIN PHYSICAL INTEGRITY

- 3 original wood structures destroyed
- Brick structure added via Sanborn Survey



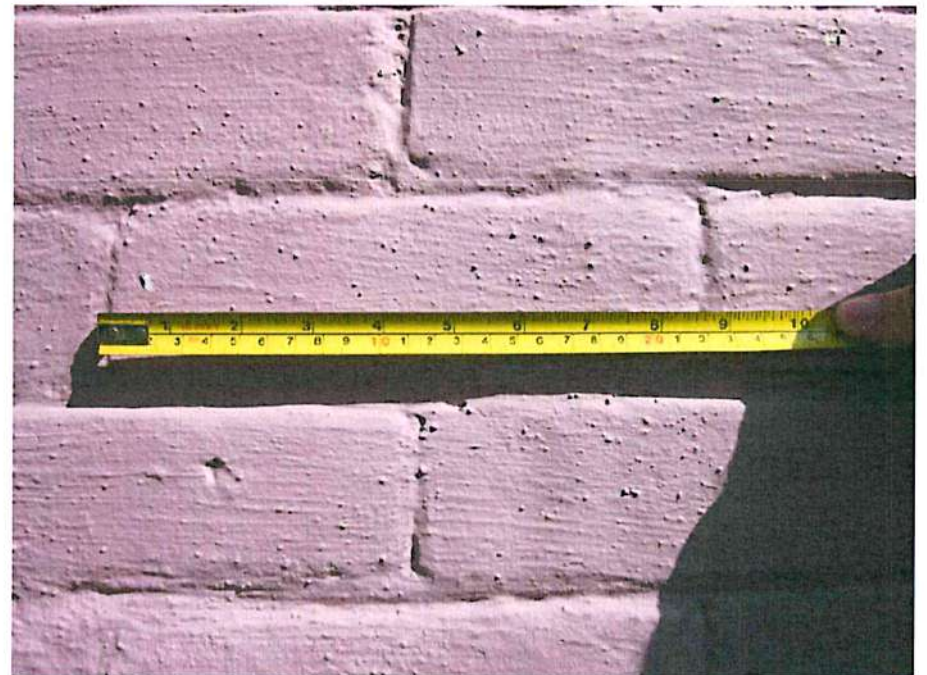
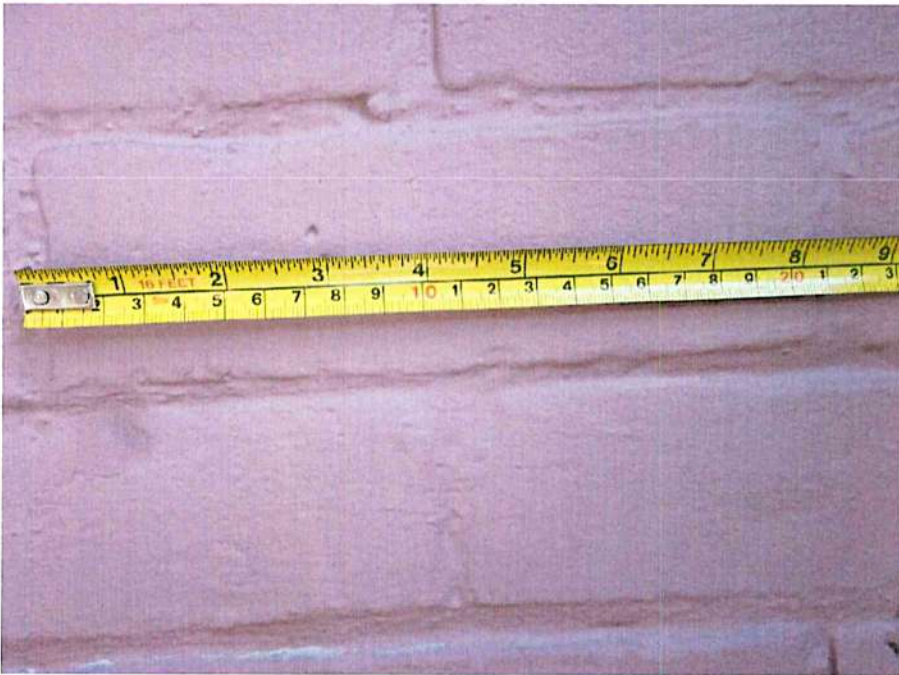
DOES NOT MAINTAIN PHYSICAL INTEGRITY

- Proof of additions
- Different brick work and concrete on back and sides



DOES NOT MAINTAIN PHYSICAL INTEGRITY

- Proof of additions different brick on front, sides, and back of home



Does NOT Maintain Physical Integrity

- Significant additions and alterations
- stucco and trellis added



Does NOT Maintain Physical Integrity

- Significant additions of kitchen and other square footage



Does NOT Maintain Physical Integrity

- Doors and windows replaced and added



ALL NEW SEWER & WATER LINE NEEDED

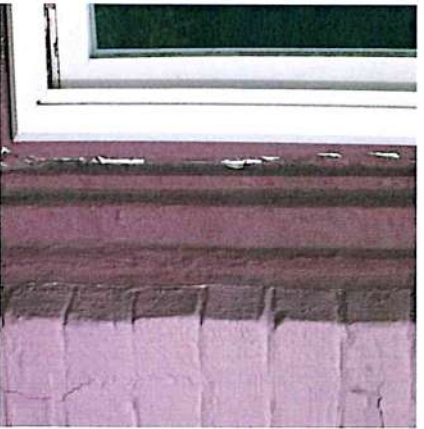
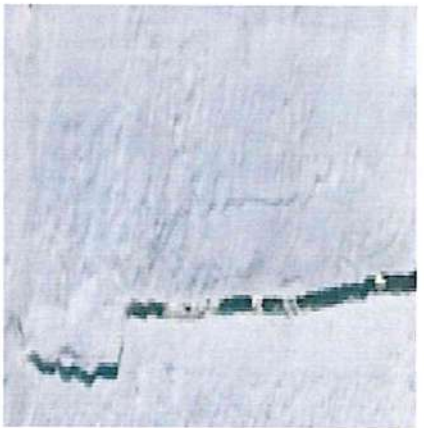
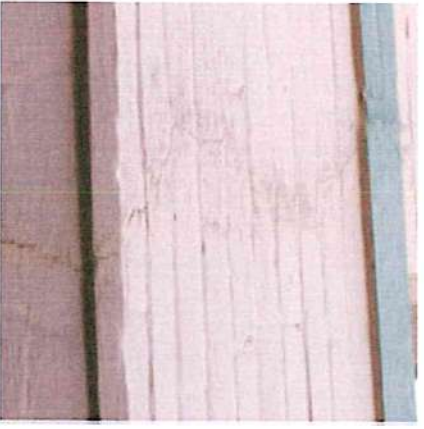
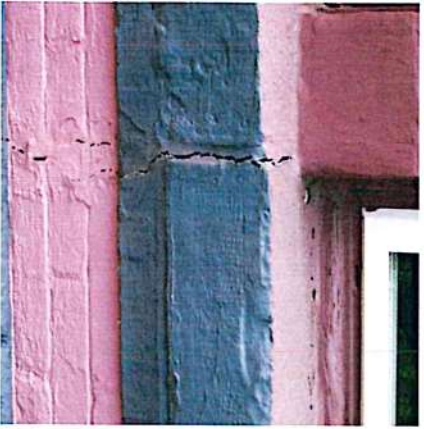
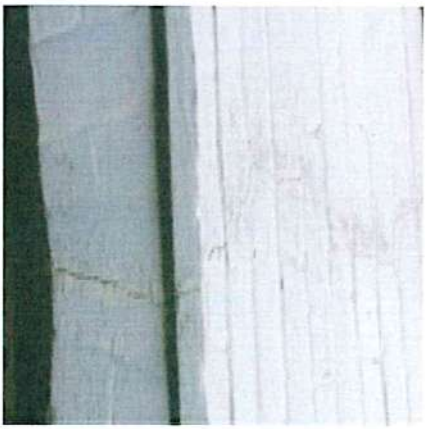
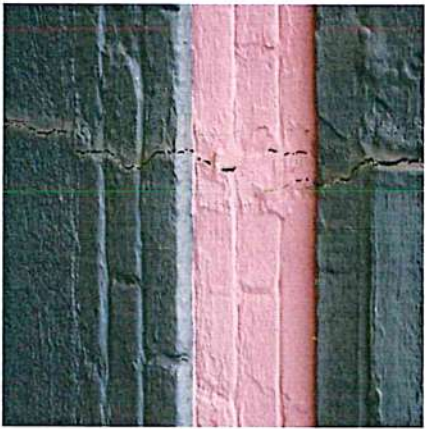
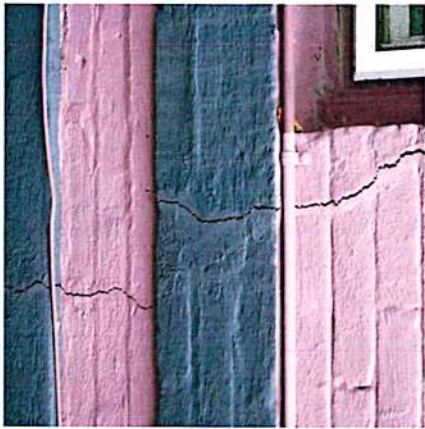
- Street collapse



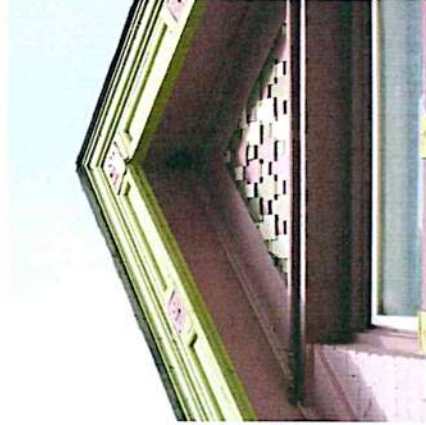
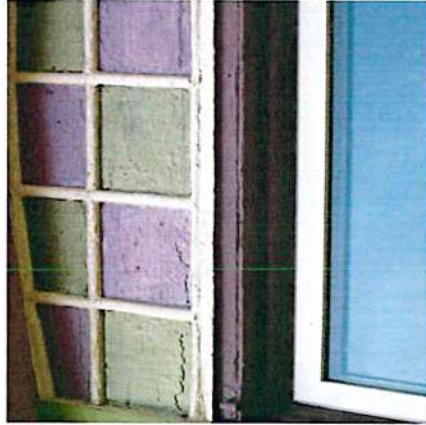
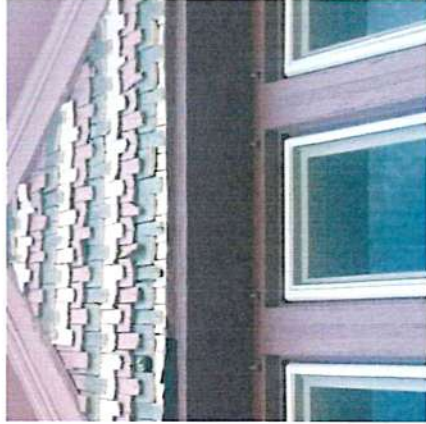
ALL NEW ROOF & GUTTERS NEEDED

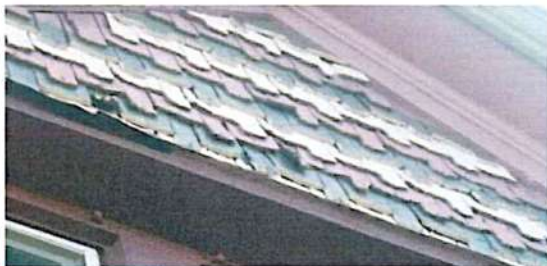
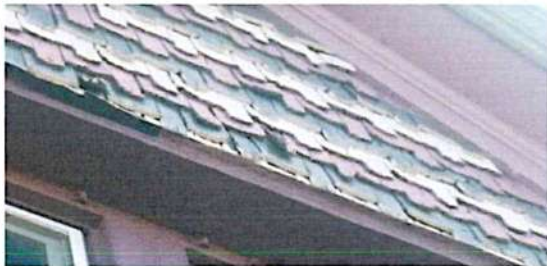


FOUNDATION CRACKS – all the way through foundation / windows are popping



PAINT / WOOD ROTT / FACIA & SOFFIT





Historic



Contract - Detailed

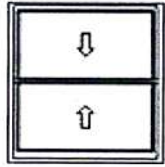
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Sales Rep Name: Ansay, Derek
 Sales Rep Phone: 303-371-3750
 Sales Rep Fax:
 Sales Rep E-Mail: dansay@pellacolorado.com

| Customer Information | Project/Delivery Address | Order Information |
|---|--|--|
| Judith Battista 2849 W 23rd Ave DENVER, CO 80211-5113 Primary Phone: (303) 7250456 Mobile Phone: Fax Number: E-Mail: co.judith.battista@gmail.com Great Plains #: Customer Number: 1008157816 Customer Account: 1004076510 | Battista,Judith ,1815106 2849 W 23rd Ave Lot # Denver, CO 80211-5113 County: | Quote Name: Battista,Judith ,1815106 Order Number: 715 Quote Number: 8447749 Order Type: Installed Sales Payment Terms: Tax Code: DV Quoted Date: 11/4/2016 |

| Line # | Location: | Attributes | | |
|--------|-----------|------------|--|--|
|--------|-----------|------------|--|--|

| Line # | Location: | Attributes | Item Price | Qty | Ext'd Price |
|--------|-------------|-------------------------------|------------|-----|-------------|
| 10 | living room | Architect, Double Hung, Black | \$4,986.07 | 1 | \$4,986.07 |




Viewed From Exterior

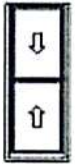
PK #
824

1: SizeNon-Standard Size Double Hung, Equal
 General Information: Impact, New: First Ship Date 7/23/2015, Luxury, Clad, Pine, 5 7/8", 4 9/16"
 Exterior Color / Finish: Standard Enduraclad, Black
 Interior Color / Finish: Bright White Interior
 Sash / Panel: Standard
 Glass: Insulated Dual Impact Annealed Low-E PVB Advanced Low-E Insulating Glass
 Hardware Options: Upgraded Balance, Cam-Action Lock, White, No Limited Opening Hardware, Order Sash Lift
 Screen: Half Screen, Black, InView™
 Performance Information: U-Factor 0.28, SHGC 0.25, VLT 0.47, CPD PEL-N-226-00997-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08|11
 Grille: No Grille,


| | | |
|---|-----|---|
| Installation materials - Installation materials | Qty | 1 |
| OTHER LBR INSTALL - Other Labor Installation | Qty | 1 |
| Replace Int AND Ext Trim. - WFF - 2 | Qty | 1 |
| Lead Paint per opening - Lead Paint per opening | Qty | 1 |

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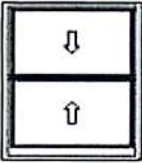
| Line # | Location: | Attributes | | | |
|--------|---|--|-------------------|------------|--------------------|
| 15 | living room | Architect, Sash Set Fixed, Black | <u>Item Price</u> | <u>Qty</u> | <u>Ext'd Price</u> |
| | | | \$1,773.39 | 1 | \$1,773.39 |
| |  PK # 824 Viewed From Exterior | 1: SizeNon-Standard Size Fixed Sash Set General Information: Standard, Clad, Pine, 5", 3 11/16" Exterior Color / Finish: Standard Enduraclad, Black Interior Color / Finish: Bright White Interior Sash / Panel: Standard Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Performance Information: U-Factor 0.27, SHGC 0.30, VLT 0.56, CPD PEL-N-1-20856-00002, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08 Grille: No Grille, | | | |
| | | Installation materials - Installation materials | | Qty 1 | |
| | | Replace Int AND Ext Trim. - WFF - 2 | | Qty 1 | |
| | | OTHER LBR INSTALL - Other Labor Installation | | Qty 1 | |

| Line # | Location: | Attributes | | | |
|--------|---|--|-------------------|------------|--------------------|
| 20 | family room | Architect, Double Hung, Black | <u>Item Price</u> | <u>Qty</u> | <u>Ext'd Price</u> |
| | | | \$2,091.03 | 1 | \$2,091.03 |
| |  PK # 824 Viewed From Exterior | 1: SizeNon-Standard Size Double Hung, Equal General Information: Standard, Luxury, Clad, Pine, 5", 3 11/16" Exterior Color / Finish: Standard Enduraclad, Black Interior Color / Finish: Bright White Interior Sash / Panel: Standard Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Hardware Options: Cam-Action Lock, White, No Limited Opening Hardware, Order Sash Lift Screen: Half Screen, Black, InView™ Performance Information: U-Factor 0.29, SHGC 0.28, VLT 0.53, CPD PEL-N-179-01137-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08 11 Grille: No Grille, | | | |
| | | Installation materials - Installation materials | | Qty 1 | |
| | | OTHER LBR INSTALL - Other Labor Installation | | Qty 1 | |
| | | Replace Int AND Ext Trim. - WFF - 2 | | Qty 1 | |

| Line # | Location: | Attributes | | | |
|--------|-------------|---|-------------------|------------|--------------------|
| 25 | family room | Architect, Sash Set Fixed, Black | <u>Item Price</u> | <u>Qty</u> | <u>Ext'd Price</u> |
| | | | \$1,608.59 | 1 | \$1,608.59 |
| | |  <p>Viewed From Exterior</p> | | | |
| | PK # 824 | <p>1: SizeNon-Standard Size Fixed Sash Set General Information: Standard, Clad, Pine, 5", 3 11/16" Exterior Color / Finish: Standard Enduraclad, Black Interior Color / Finish: Bright White Interior Sash / Panel: Standard Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Performance Information: U-Factor 0.27, SHGC 0.30, VLT 0.56, CPD PEL-N-1-20856-00002, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08 Grille: No Grille,</p> | | | |
| | | Installation materials - Installation materials | | Qty 1 | |
| | | OTHER LBR INSTALL - Other Labor Installation | | Qty 1 | |
| | | Replace Int AND Ext Trim. - WFF - 2 | | Qty 1 | |
| | | Lead Paint per opening - Lead Paint per opening | | Qty 1 | |

| Line # | Location: | Attributes | | | |
|--------|-------------|---|-------------------|------------|--------------------|
| 30 | family room | Architect, Double Hung, Black | <u>Item Price</u> | <u>Qty</u> | <u>Ext'd Price</u> |
| | | | \$2,914.57 | 2 | \$5,829.14 |
| | |  <p>Viewed From Exterior</p> | | | |
| | PK # 824 | <p>1: SizeNon-Standard Size Double Hung, Equal General Information: Standard, Luxury, Clad, Pine, 5", 3 11/16" Exterior Color / Finish: Standard Enduraclad, Black Interior Color / Finish: Bright White Interior Sash / Panel: Standard Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Hardware Options: Cam-Action Lock, White, No Limited Opening Hardware, Order Sash Lift Screen: Half Screen, Black, InView™ Performance Information: U-Factor 0.29, SHGC 0.28, VLT 0.53, CPD PEL-N-179-01137-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08 11 Grille: No Grille,</p> | | | |
| | | Installation materials - Installation materials | | Qty 1 | |
| | | Lead Paint per opening - Lead Paint per opening | | Qty 1 | |
| | | OTHER LBR INSTALL - Other Labor Installation | | Qty 1 | |
| | | Replace Int AND Ext Trim. - WFF - 2 | | Qty 1 | |

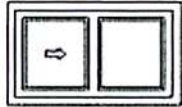
| Line # | Location: | Attributes | | | |
|--------|---|---|--|------------|--------------------|
| 35 | family room | Architect, Sash Set Fixed, Black | <u>Item Price</u> | <u>Qty</u> | <u>Ext'd Price</u> |
| | | | \$2,840.96 | 1 | \$2,840.96 |
| |  | PK # 824 | 1: SizeNon-Standard Size Fixed Sash Set General Information: Standard, Clad, Pine, 5", 3 11/16" Exterior Color / Finish: Standard Enduraclad, Black Interior Color / Finish: Bright White Interior Sash / Panel: Standard Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Performance Information: U-Factor 0.27, SHGC 0.30, VLT 0.56, CPD PEL-N-1-20856-00002 Grille: No Grille, | | |
| | Viewed From Exterior | | Installation materials - Installation materials Qty 1 Lead Paint per opening - Lead Paint per opening Qty 1 OTHER LBR INSTALL - Other Labor Installation Qty 1 Replace Int AND Ext Trim. - WFF - 2 Qty 1 | | |

| Line # | Location: | Attributes | | | |
|--------|---|--------------------------------------|--|------------|--------------------|
| 40 | kitchen sink | Architect, Double Hung, Black | <u>Item Price</u> | <u>Qty</u> | <u>Ext'd Price</u> |
| | | | \$2,129.71 | 1 | \$2,129.71 |
| |  | PK # 824 | 1: SizeNon-Standard Size Double Hung, Equal General Information: Standard, Luxury, Clad, Pine, 5", 3 11/16" Exterior Color / Finish: Standard Enduraclad, Black Interior Color / Finish: Bright White Interior Sash / Panel: Standard Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Hardware Options: Cam-Action Lock, White, No Limited Opening Hardware, Order Sash Lift Screen: Half Screen, Black, InView™ Performance Information: U-Factor 0.29, SHGC 0.28, VLT 0.53, CPD PEL-N-179-01137-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08 11 Grille: No Grille, | | |
| | Viewed From Exterior | | Installation materials - Installation materials Qty 1 OTHER LBR INSTALL - Other Labor Installation Qty 1 Replace Int AND Ext Trim. - WFF - 2 Qty 1 Lead Paint per opening - Lead Paint per opening Qty 1 | | |

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

| Line # | Location: | Attributes | | | |
|--------|-----------|------------|--|--|--|
|--------|-----------|------------|--|--|--|

| | | | | | |
|----|----------|---|-------------------|------------|--------------------|
| 45 | basement | Impervia, Sliding Window Vent Right / Fixed, Black | <u>Item Price</u> | <u>Qty</u> | <u>Ext'd Price</u> |
| | | | \$965.18 | 2 | \$1,930.36 |



PK #
824

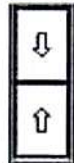
Viewed From Exterior

1: SizeNon-Standard Size Vent Right / Fixed Double Slider
General Information: Standard, Duracast®, Block, Foam Insulated, 3", 1 11/16"
Exterior Color / Finish: Black
Interior Color / Finish: White, Two Color
Glass: Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Hardware Options: White
Screen: Half Screen, InView™
Performance Information: U-Factor 0.28, SHGC 0.28, VLT 0.53, CPD PEL-N-103-00632-00003, Performance Class LC, PG 40, Calculated Positive DP Rating 40, Calculated Negative DP Rating 40, Year Rated 08|11
Grille: No Grille,
Venting Width: Equal

| | | |
|---|-----|---|
| Replace Int OR Ext Trim - AFF - 1 | Qty | 1 |
| Installation materials - Installation materials | Qty | 1 |

| Line # | Location: | Attributes | | | |
|--------|-----------|------------|--|--|--|
|--------|-----------|------------|--|--|--|

| | | | | | |
|----|----------------|--------------------------------------|-------------------|------------|--------------------|
| 50 | main level bed | Architect, Double Hung, Black | <u>Item Price</u> | <u>Qty</u> | <u>Ext'd Price</u> |
| | | | \$2,427.68 | 2 | \$4,855.36 |




PK #
824

Viewed From Exterior

1: SizeNon-Standard Size Double Hung, Equal
General Information: Standard, Luxury, Clad, Pine, 5", 3 11/16"
Exterior Color / Finish: Standard Enduraclad, Black
Interior Color / Finish: Bright White Interior
Sash / Panel: Standard
Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Hardware Options: Cam-Action Lock, White, No Limited Opening Hardware, Order Sash Lift
Screen: Half Screen, Black, InView™
Performance Information: U-Factor 0.29, SHGC 0.28, VLT 0.53, CPD PEL-N-179-01137-00001, Performance Class CW, PG 40, Calculated Positive DP Rating 40, Calculated Negative DP Rating 40, Year Rated 08|11
Grille: No Grille,


| | | |
|---|-----|---|
| Installation materials - Installation materials | Qty | 1 |
| Lead Paint per opening - Lead Paint per opening | Qty | 1 |
| OTHER LBR INSTALL - Other Labor Installation | Qty | 1 |
| Replace Int AND Ext Trim. - WFF - 2 | Qty | 1 |

| Line # | Location: | Attributes | | | |
|--------|---|---|---|------------|--------------------|
| 55 | stairwell | Architect, Sash Set Fixed, Black | <u>Item Price</u> | <u>Qty</u> | <u>Ext'd Price</u> |
| | | | \$1,946.33 | 1 | \$1,946.33 |
| |  | PK # 824 | 1: SizeNon-Standard Size Fixed Sash Set General Information: Standard, Clad, Pine, 5", 3 11/16" Exterior Color / Finish: Standard Enduraclad, Black Interior Color / Finish: Bright White Interior Sash / Panel: Standard Glass: Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Performance Information: U-Factor 0.27, SHGC 0.30, VLT 0.56, CPD PEL-N-1-20856-00002, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08 Grille: No Grille, | | |
| | Viewed From Exterior | | Installation materials - Installation materials Qty 1 Lead Paint per opening - Lead Paint per opening Qty 1 OTHER LBR INSTALL - Other Labor Installation Qty 1 Replace Int AND Ext Trim. - WFF - 2 Qty 1 | | |

| Line # | Location: | Attributes | | | |
|--------|---|--------------------------------------|--|------------|--------------------|
| 60 | upstairs bed room1 | Architect, Double Hung, Black | <u>Item Price</u> | <u>Qty</u> | <u>Ext'd Price</u> |
| | | | \$2,196.03 | 2 | \$4,392.06 |
| |  | PK # 824 | 1: SizeNon-Standard Size Double Hung, Equal General Information: Standard, Luxury, Clad, Pine, 5", 3 11/16" Exterior Color / Finish: Standard Enduraclad, Black Interior Color / Finish: Bright White Interior Sash / Panel: Standard Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Hardware Options: Cam-Action Lock, White, No Limited Opening Hardware, Order Sash Lift Screen: Half Screen, Black, InView™ Performance Information: U-Factor 0.29, SHGC 0.28, VLT 0.53, CPD PEL-N-179-01137-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08 11 Grille: No Grille, | | |
| | Viewed From Exterior | | Installation materials - Installation materials Qty 1 OTHER LBR INSTALL - Other Labor Installation Qty 1 Replace Int AND Ext Trim. - WFF - 2 Qty 1 Lead Paint per opening - Lead Paint per opening Qty 1 | | |

| Line # | Location: | Attributes | | | |
|--------|--|--|-------------------|------------|--------------------|
| 65 | upstairs bed room1 | Architect, Sash Set Fixed, Black | <u>Item Price</u> | <u>Qty</u> | <u>Ext'd Price</u> |
| | | | \$1,861.96 | 1 | \$1,861.96 |
| |  PK# 824 Viewed From Exterior | 1: SizeNon-Standard Size Fixed Sash Set General Information: Standard, Clad, Pine, 5", 3 11/16" Exterior Color / Finish: Standard Enduraclad, Black Interior Color / Finish: Bright White Interior Sash / Panel: Standard Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Performance Information: U-Factor 0.27, SHGC 0.30, VLT 0.56, CPD PEL-N-1-20856-00002, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08 Grille: No Grille, | | | |
| | | Installation materials - Installation materials | Qty | 1 | |
| | | OTHER LBR INSTALL - Other Labor Installation | Qty | 1 | |
| | | Replace Int AND Ext Trim. - WFF - 2 | Qty | 1 | |
| | | Lead Paint per opening - Lead Paint per opening | Qty | 1 | |


| Line # | Location: | Attributes | | | |
|--------|---|--|-------------------|------------|--------------------|
| 70 | upstairs bed closet | Architect, Double Hung, Black | <u>Item Price</u> | <u>Qty</u> | <u>Ext'd Price</u> |
| | | | \$1,997.07 | 1 | \$1,997.07 |
| |  PK# 824 Viewed From Exterior | 1: SizeNon-Standard Size Double Hung, Equal General Information: Standard, Luxury, Clad, Pine, 5", 3 11/16" Exterior Color / Finish: Standard Enduraclad, Black Interior Color / Finish: Bright White Interior Sash / Panel: Standard Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Hardware Options: Cam-Action Lock, White, No Limited Opening Hardware, Order Sash Lift Screen: Half Screen, Black, InView™ Performance Information: U-Factor 0.29, SHGC 0.28, VLT 0.53, CPD PEL-N-179-01137-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08 11 Grille: No Grille, | | | |
| | | Installation materials - Installation materials | Qty | 1 | |
| | | Lead Paint per opening - Lead Paint per opening | Qty | 1 | |
| | | OTHER LBR INSTALL - Other Labor Installation | Qty | 1 | |
| | | Replace Int AND Ext Trim. - WFF - 2 | Qty | 1 | |


| Line # | Location: | Attributes | | | |
|--------|---|---|-------------------|------------|--------------------|
| 75 | upstairs bed room2 | Architect, Double Hung, Black | <u>Item Price</u> | <u>Qty</u> | <u>Ext'd Price</u> |
| | | | \$2,781.93 | 2 | \$5,563.86 |
| |  Viewed From Exterior | PK# 824 1: SizeNon-Standard Size Double Hung, Equal General Information: Standard, Luxury, Clad, Pine, 5", 3 11/16" Exterior Color / Finish: Standard Enduraclad, Black Interior Color / Finish: Bright White Interior Sash / Panel: Standard Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Hardware Options: Cam-Action Lock, White, No Limited Opening Hardware, Order Sash Lift Screen: Half Screen, Black, InView™ Performance Information: U-Factor 0.29, SHGC 0.28, VLT 0.53, CPD PEL-N-179-01137-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08 11 Grille: No Grille, | | | |
| | | Installation materials - Installation materials | | Qty 1 | |
| | | Lead Paint per opening - Lead Paint per opening | | Qty 1 | |
| | | OTHER LBR INSTALL - Other Labor Installation | | Qty 1 | |
| | | Replace Int AND Ext Trim. - WFF - 2 | | Qty 1 | |

| Line # | Location: | Attributes | | | |
|--------|--|---|-------------------|------------|--------------------|
| 80 | upstairs bed room2 | Architect, Sash Set Fixed, Black | <u>Item Price</u> | <u>Qty</u> | <u>Ext'd Price</u> |
| | | | \$2,106.88 | 1 | \$2,106.88 |
| |  Viewed From Exterior | PK# 824 1: SizeNon-Standard Size Fixed Sash Set General Information: Standard, Clad, Pine, 5", 3 11/16" Exterior Color / Finish: Standard Enduraclad, Black Interior Color / Finish: Bright White Interior Sash / Panel: Standard Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Performance Information: U-Factor 0.27, SHGC 0.30, VLT 0.56, CPD PEL-N-1-20856-00002, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08 Grille: No Grille, | | | |
| | | Installation materials - Installation materials | | Qty 1 | |
| | | Replace Int AND Ext Trim. - WFF - 2 | | Qty 1 | |
| | | Lead Paint per opening - Lead Paint per opening | | Qty 1 | |
| | | OTHER LBR INSTALL - Other Labor Installation | | Qty 1 | |

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

| Line # | Location: | Attributes | | | |
|--------|---|---|-------------------|------------|--------------------|
| 85 | upstairs bed room2 | Architect, Sash Set Fixed, Black | <u>Item Price</u> | <u>Qty</u> | <u>Ext'd Price</u> |
| | | | \$1,574.48 | 2 | \$3,148.96 |
| |  Viewed From Exterior | PK # 824 1: SizeNon-Standard Size Fixed Sash Set General Information: Standard, Clad, Pine, 5", 3 11/16" Exterior Color / Finish: Standard Enduraclad, Black Interior Color / Finish: Bright White Interior Sash / Panel: Standard Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Performance Information: U-Factor 0.27, SHGC 0.30, VLT 0.56, CPD PEL-N-1-20856-00002, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08 Grille: No Grille, | | | |
| | | Installation materials - Installation materials | | Qty 1 | |
| | | Replace Int AND Ext Trim. - WFF - 2 | | Qty 1 | |
| | | Lead Paint per opening - Lead Paint per opening | | Qty 1 | |
| | | OTHER LBR INSTALL - Other Labor Installation | | Qty 1 | |

| Line # | Location: | Attributes | | | |
|--------|---|---|-------------------|------------|--------------------|
| 90 | upstairs bed room2 | Architect, Sash Set Fixed, Black | <u>Item Price</u> | <u>Qty</u> | <u>Ext'd Price</u> |
| | | | \$1,293.39 | 1 | \$1,293.39 |
| |  Viewed From Exterior | PK # 824 1: SizeNon-Standard Size Fixed Sash Set General Information: Standard, Clad, Pine, 5", 3 11/16" Exterior Color / Finish: Standard Enduraclad, Black Interior Color / Finish: Bright White Interior Sash / Panel: Standard Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Performance Information: U-Factor 0.27, SHGC 0.30, VLT 0.56, CPD PEL-N-1-20856-00002, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08 Grille: No Grille, | | | |
| | | Replace Int OR Ext Trim - AFF - 1 | | Qty 1 | |
| | | Installation materials - Installation materials | | Qty 1 | |

| Line # | Location: | Attributes | | | |
|--------|---|---|-------------------|------------|--------------------|
| 95 | uppstairs upper bath | Architect, Double Hung, Black | <u>Item Price</u> | <u>Qty</u> | <u>Ext'd Price</u> |
| | | | \$1,903.66 | 3 | \$5,710.98 |
| |  Viewed From Exterior | PK # 824 1: SizeNon-Standard Size Double Hung, Equal General Information: Standard, Luxury, Clad, Pine, 5", 3 11/16" Exterior Color / Finish: Standard Enduraclad, Black Interior Color / Finish: Bright White Interior Sash / Panel: Standard Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Allitude Hardware Options: Cam-Action Lock, White, No Limited Opening Hardware, Order Sash Lift Screen: Half Screen, Black, InView™ Performance Information: U-Factor 0.29, SHGC 0.28, VLT 0.53, CPD PEL-N-179-01137-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08 11 Grille: No Grille, | | | |
| | | Replace Int OR Ext Trim - AFF - 1 | | Qty 1 | |
| | | Installation materials - Installation materials | | Qty 1 | |

| Line # | Location: | Attributes | | | |
|--------|---------------|--|-------------------|------------|--------------------|
| 100 | None Assigned | S & H Tailgate Taxable - Std Shipping & Handling Taxable Z1 | <u>Item Price</u> | <u>Qty</u> | <u>Ext'd Price</u> |
| | | | \$215.00 | 1 | \$215.00 |

Thank You For Purchasing Pella® Products

PELLA WARRANTY:

Pella products are covered by Pella's limited warranties in effect at the time of sale. All applicable product warranties are incorporated into and become a part of this contract. Please see the warranties for complete details, taking special note of the two important notice sections regarding installation of Pella products and proper management of moisture within the wall system. Neither Pella Corporation nor Pella Windows & Doors, Inc will be bound by any other warranty unless specifically set out in this contract. However, Pella Corporation will not be liable for branch warranties which create obligations in addition to or obligations which are inconsistent with Pella written warranties.

Clear opening (egress) information does not take into consideration the addition of a Rolscreen [or any other accessory] to the product. You should consult your local building code to ensure your Pella products meet local egress requirements.

Per the manufacturer's limited warranty, unfinished mahogany exterior windows and doors must be finished upon receipt prior to installing and refinished annually, thereafter. Variations in wood grain, color, texture or natural characteristics are not covered under the limited warranty.

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

INSYNCTIVE PRODUCTS: In addition, Pella Insynctive Products are covered by the Pella Insynctive Products Software License Agreement and Pella Insynctive Products Privacy Policy in effect at the time of sale, which can be found at Insynctive.pella.com. By installing or using Your Insynctive Products you are acknowledging the Insynctive Software Agreement and Privacy Policy are part of the terms of sale.

Product Performance Information:

U-Factor, Solar Heat Gain Coefficient (SHGC), and Visible Light Transmittance (VLT) are certified by the National Fenestration Rating Council (NFRC). Manufacturer stipulates that these ratings conform to applicable NFRC procedures for determining whole product performance. NFRC ratings are determined for a fixed set of environmental conditions and a specific product size. NFRC does not recommend any products and does not warrant the suitability of any product for any specific use.

Design Pressure (DP), Performance Class, and Performance Grade (PG) are certified by a third party organization, in many cases the Window and Door Manufacturers Association (WDMA). The certification requires the performance of at least one product of the product line to be tested in accordance with the applicable performance standards and verified by an independent party. The certification indicates that the product(s) of the product line passed the applicable tests. The certification does not apply to mulled and/or product combinations unless noted. Actual product results will vary and change over the products life.

For more performance information along with information on Florida Product Approval System (FPAS) Number and Texas Dept. of Insurance (TDI) number go to www.pella.com/performance.

The full text of the manufacturer's current warranty can be found at <http://www.pella.com/products/warranty.asp>. Supplier (PWD) offers the following Limited Warranty:

LIMITED WARRANTY

PWD MAKES NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER NATURE OR GUARANTEE, EXPRESS OR IMPLIED. UPON REQUEST, PWD WILL PROVIDE THE MANUFACTURER'S WARRANTIES CURRENTLY IN EFFECT RELATED TO THE MATERIAL SUPPLIED. THE MANUFACTURER'S WARRANTIES SHALL HAVE NO EFFECT UNTIL PWD HAS BEEN PAID IN FULL ALL SUMS DUE AND OWING FOR THE PRODUCT OR MATERIALS SUPPLIED PURSUANT TO THIS CONTRACT.

In no event shall PWD or Pella Corporation be liable for consequential, indirect or incidental damages or for any amount in excess of the purchase price whether the claim is for breach of warranty or negligence.

NATURAL PROPERTIES OF WOOD MATERIALS

Wood is a natural product and that variations in grain and shading will occur and because no two pieces of wood are exactly alike, variations after finishing are to be expected and are not considered defects.

Custom Materials

Customer recognizes and acknowledges that the product or materials supplied by PWD are custom in nature and there is no ready market or value other than for the job for which the materials are manufactured and/or supplied. If Customer at any time fails to pay PWD for the materials supplied, PWD may, at its option, suspend all deliveries or terminate the Contract with the

Customer. Such suspension or termination DOES NOT excuse payment for those materials and products already manufactured at the full contract price or payment for any component parts already purchased and obtained by PWD.

Title

Title, ownership and the right to possession of the product or materials furnished or to be furnished by PWD shall remain in PWD until PWD is paid in full. PWD shall have a right to possession of the product or materials but is not obligated to repossess the materials in the event of non-payment. PWD's right to repossess materials is in addition to, and not a limitation upon or a waiver of PWD's other legal rights including the right to place mechanic's liens against the real property for which materials were supplied. All risk of loss or damage shall pass to the Customer

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upon delivery of the materials. In the event PWD elects to repossess any materials for which payment in full has not been made, Customer shall be responsible for any damage to or loss of materials and their component parts.

Risk of Loss

Although title and ownership and the right to possession of the materials or product furnished or delivered to the Customer shall remain with PWD until the materials are fully paid for, the risk of loss for the product or materials once they are delivered to the Customer shall be the Customer's responsibility. Therefore, the customer must maintain sufficient insurance to cover any damage, vandalism or any other loss to the product or materials. Any insurance proceeds would be paid over to PWD for the full amount owed to PWD in the event of any loss.

Dispute Resolution

Direct Discussion. If a dispute arises out of or relates to this Agreement, the parties shall endeavor to settle the dispute through direct discussion.

Mediation

Disputes not resolved by direct discussion shall be submitted to mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association. The parties shall select the mediator within fifteen (15) days of the request for mediation. Engaging in mediation is a condition precedent to any form of binding dispute resolution. This provision shall not act to delay Supplier filing a mechanic's lien foreclosure action. The cost of any mediation proceeding shall be shared equally by the parties participating.

Buyer shall indemnify and hold PWD harmless from and against any and all claims, demands, actions, losses, costs, or expenses, including reasonable attorney's fees, arising out of or connected with any injury, including death, to any person or persons (whether third parties or agents, servants or employees of Buyer) and any and all damages to or loss of any property (whether belonging to Buyer or a third party) cause by or resulting from Buyer's use, ownership, possession, or transportation of the products or materials sold herein.

TERMS OF PAYMENT

Terms of payment for this order are: ½ Down/Remainder Due Upon Substantial Completion. Financed orders will be processed weekly.

Interest of one and one half percent (1-1/2%) per month will be charged on all past due accounts. If Customer or Customer's agent directs PWD to retain the products or materials, although available for delivery, customer is responsible for payment in full within 20 days after the delivery date shown below. Customer agrees to pay all costs of collection including reasonable

attorney's fees. This contract is deemed to have been entered into in the State of Colorado and Colorado law shall govern its interpretation and enforcement. Jurisdiction and venue for any legal action shall be in the County or District Court, City and County of Denver, Colorado.

- DELIVERY DATES ARE NOT GUARANTEED and PWD shall not be liable for any direct, indirect or consequential damages or loss caused by delay in shipment. You will be notified as soon as possible if delivery during the above week becomes unattainable and a new delivery week will be established. Unless other arrangements are made with PWD, Deliveries for NON-INSTALLED product are tailgate and YOU MUST FURNISH LABOR TO UNLOAD. PWD assumes no responsibility or liability for injuries or damage to product after product leaves our truck.
- An authorized signature is required to accept delivery of any product not being installed by Pella.
 - Signed delivery tickets will be conclusive of delivery of the materials described, the quantities listed, and receipt in good and undamaged condition.
 - No claims for concealed damage, errors or defects in product, materials, workmanship, or shortages will be allowed unless written notice is received by PWD within three (3) working days after delivery. If concealed damage, errors or defects in product, materials, workmanship, or shortages are discovered and timely notice is received by PWD, PWD will be liable only for the reasonable costs of supplying replacement or repairs.

INSTALLATION SPECIFICATIONS/EXCLUSIONS

ADDITIONS/REVISIONS/CANCELLATIONS/RETURNS

Revisions/cancellations/returns will not be allowed free of charge after this order is signed and submitted to PWD. Installed, damaged, and special/custom items are not returnable.

- A minimum charge of 65% PWD Selling Price will be assessed on revised/cancelled/returned items and that sum will be added to this contract. Returned product must be in like new condition and within 90 days of Invoice date.
- Any revisions after the contract date must be accompanied by a signed PWD Change Order Form, or by a separate contract.
- The terms of this Sales Contract shall apply to any additions, changes, and partial shipments requested for this job by the Customer or the Customer's agent.

ORDER CHECKLIST - Customer must initial each

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

- I understand that I have three working days after the date of delivery to report concealed damage, errors or shortages.
- I have authorized and verified the product attributes, handing and color for non-Pella installed purchases.
- I have authorized and verified the product measurements and dimensions for non-Pella installed purchases/product.
- Deliveries require heavy lifting. I understand I must off load product from the truck tailgate into my home or garage.
- I understand that a signed and dated copy of this Sales Contract must be in the possession of Pella Windows & Doors, Inc., along with my deposit payment or financing acct# (if either is required), before my order can be submitted to the factory for production.
- I understand that the hinging and sliding designations for ALL products are as viewed from the OUTSIDE of the structure and from left to right.
- I understand that wood is a natural product and that variations in grain and shading will occur and because no two pieces of wood are exactly alike, variations after finishing are normal and not considered defective.
- I understand that building and safety code compliance is my responsibility as the purchaser, for non-Pella installed purchases/product.

MISC.

THIS DOCUMENT, INCLUDING ADDENDUMS IF APPLICABLE, AND THE TERMS AND CONDITIONS CONTAINS THE ENTIRE AGREEMENT AND BUYER REPRESENTS THAT HE HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY THE SAME. I UNDERSTAND THAT ALL ORDERS ARE SUBJECT TO ACCEPTANCE BY AN OFFICER OF PWD.

Project Checklist has been reviewed

Customer Name (Please print)

Pella Sales Rep Name (Please print)

Customer Signature

Pella Sales Rep Signature

Date

Date

Credit Card Approval Signature

| Order Totals | |
|----------------------|--------------------|
| Taxable Subtotal | \$38,761.10 |
| Sales Tax @ 7.65% | \$2,965.22 |
| Non-taxable Subtotal | \$17,520.00 |
| Total | \$59,246.32 |
| Deposit Received | \$0.00 |
| Amount Due | \$59,246.32 |

Non-Historic



Contract - Detailed

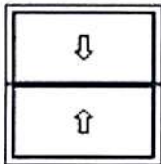
Pella Window and Door Showroom of Denver
4200 Carson Street
Denver, CO 80239
Phone: (303) 371-3750 Fax: (303) 371-4268

Sales Rep Name: Ansay, Derek
Sales Rep Phone: 303-371-3750
Sales Rep Fax:
Sales Rep E-Mail: dansay@pellacolorado.com

| Customer Information | Project/Delivery Address | Order Information |
|---|---|--|
| Judith Battista 2849 W 23rd Ave DENVER, CO 80211-5113 Primary Phone: (303) 7250456 Mobile Phone: Fax Number: E-Mail: co.judith.battista@gmail.com Great Plains #: Customer Number: 1008157816 Customer Account: 1004076510 | Battista, Judith ,1815106 2849 W 23rd Ave Lot # Denver, CO 80211-5113 County: | Quote Name: Battista, Judith ,1815106 Order Number: 715 Quote Number: 8426684 Order Type: Installed Sales Payment Terms: Tax Code: DV Quoted Date: 10/30/2016 |

| Line # | Location: | Attributes | | |
|--------|-----------|------------|--|--|
|--------|-----------|------------|--|--|

| Line # | Location: | Attributes | Item Price | Qty | Ext'd Price |
|--------|-------------|--------------------------------------|------------|-----|-------------|
| 10 | living room | Pella 250 Series, Double Hung, White | \$977.68 | 1 | \$977.68 |



Viewed From Exterior

PK #
824

1: Size Non-Standard Size Double Hung, Equal
General Information: Standard, Vinyl, Block, Foam Insulated, 3 1/4", 3 1/4", Sill Adapter Included, No Head Expander
Exterior Color / Finish: White
Interior Color / Finish: White
Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Hardware Options: Cam-Action Lock, White, Standard Vent Stop, No Limited Opening Hardware
Screen: Half Screen
Performance Information: U-Factor 0.27, SHGC 0.28, VLT 0.53, CPD PEL-N-211-00025-00001, Performance Class R, PG 20, Calculated Positive DP Rating 20, Calculated Negative DP Rating 20, Year Rated 08|11
Grille: No Grille,

| | | |
|---|-----|---|
| Replace Int OR Ext Trim - AFF - 1 | Qty | 1 |
| Installation materials - Installation materials | Qty | 1 |

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

| Line # | Location: | Attributes | | | |
|--------|-----------|------------|--|--|--|
|--------|-----------|------------|--|--|--|

| | | | | | |
|----|-------------|--|-------------------|------------|--------------------|
| 15 | living room | Pella 250 Series, Direct Set Fixed Frame, White | <u>Item Price</u> | <u>Qty</u> | <u>Ext'd Price</u> |
| | | | \$704.68 | 1 | \$704.68 |



PK #
824

Viewed From Exterior

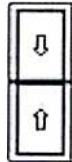
1: SizeNon-Standard Size Fixed Frame Direct Set
General Information: Standard, Vinyl, Block, 3 1/4", 3 1/4", Sill Adapter Included, No Head Expander
Exterior Color / Finish: White
Interior Color / Finish: White
Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Performance Information: U-Factor 0.26, SHGC 0.31, VLT 0.44, CPD PEL-N-209-00008-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08|11
Grille: No Grille,

Replace Int OR Ext Trim - AFF - 1 Qty 1

Installation materials - Installation materials Qty 1

| Line # | Location: | Attributes | | | |
|--------|-----------|------------|--|--|--|
|--------|-----------|------------|--|--|--|

| | | | | | |
|----|-------------|---|-------------------|------------|--------------------|
| 20 | family room | Pella 250 Series, Double Hung, White | <u>Item Price</u> | <u>Qty</u> | <u>Ext'd Price</u> |
| | | | \$873.58 | 1 | \$873.58 |



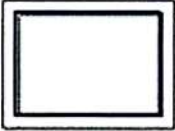
PK #
824


Viewed From Exterior


1: SizeNon-Standard Size Double Hung, Equal
General Information: Standard, Vinyl, Block, Foam Insulated, 3 1/4", 3 1/4", Sill Adapter Included, No Head Expander
Exterior Color / Finish: White
Interior Color / Finish: White
Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Hardware Options: Cam-Action Lock, White, Standard Vent Stop, No Limited Opening Hardware
Screen: Half Screen
Performance Information: U-Factor 0.29, SHGC 0.28, VLT 0.53, CPD PEL-N-211-00042-00001, Performance Class R, PG 35, Calculated Positive DP Rating 35, Calculated Negative DP Rating 35, Year Rated 08|11
Grille: No Grille,

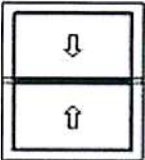
Replace Int OR Ext Trim - AFF - 1 Qty 1

Installation materials - Installation materials Qty 1

| Line # | Location: | Attributes | | | |
|--------|---|---|-------------------|------------|--------------------|
| 25 | family room | Pella 250 Series, Direct Set Fixed Frame, White | <u>Item Price</u> | <u>Qty</u> | <u>Ext'd Price</u> |
| | | | \$593.65 | 1 | \$593.65 |
| |  <p>PK # 824</p> <p>Viewed From Exterior</p> | <p>1: SizeNon-Standard Size Fixed Frame Direct Set General Information: Standard, Vinyl, Block, 3 1/4", 3 1/4", Sill Adapter Included, No Head Expander Exterior Color / Finish: White Interior Color / Finish: White Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Performance Information: U-Factor 0.26, SHGC 0.31, VLT 0.44, CPD PEL-N-209-00008-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08 11 Grille: No Grille,</p> | | | |
| | | Replace Int OR Ext Trim - AFF - 1 | | Qty 1 | |
| | | Installation materials - Installation materials | | Qty 1 | |

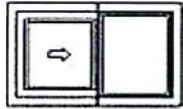
| Line # | Location: | Attributes | | | |
|--------|---|--|-------------------|------------|--------------------|
| 30 | family room | Pella 250 Series, Double Hung, White | <u>Item Price</u> | <u>Qty</u> | <u>Ext'd Price</u> |
| | | | \$897.87 | 2 | \$1,795.74 |
| |  <p>PK # 824</p> <p>Viewed From Exterior</p> | <p>1: SizeNon-Standard Size Double Hung, Equal General Information: Standard, Vinyl, Block, Foam Insulated, 3 1/4", 3 1/4", Sill Adapter Included, No Head Expander Exterior Color / Finish: White Interior Color / Finish: White Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Hardware Options: Cam-Action Lock, White, Standard Vent Stop, No Limited Opening Hardware Screen: Half Screen Performance Information: U-Factor 0.29, SHGC 0.28, VLT 0.53, CPD PEL-N-211-00042-00001, Performance Class R, PG 20, Calculated Positive DP Rating 20, Calculated Negative DP Rating 20, Year Rated 08 11 Grille: No Grille,</p> | | | |
| | | Replace Int OR Ext Trim - AFF - 1 | | Qty 1 | |
| | | Installation materials - Installation materials | | Qty 1 | |

| Line # | Location: | Attributes | | | |
|--------|---|--|-------------------|------------|--------------------|
| 35 | family room | Pella 250 Series, Direct Set Fixed Frame, White | <u>Item Price</u> | <u>Qty</u> | <u>Ext'd Price</u> |
| | | | \$836.53 | 1 | \$836.53 |
| |  | PK # 824 1: SizeNon-Standard Size Fixed Frame Direct Set General Information: Standard, Vinyl, Block, 3 1/4", 3 1/4", Sill Adapter Included, No Head Expander Exterior Color / Finish: White Interior Color / Finish: White Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Performance Information: U-Factor 0.26, SHGC 0.31, VLT 0.58, CPD PEL-N-209-00008-00010, Performance Class CW, PG 30, Calculated Positive DP Rating 30, Calculated Negative DP Rating 30, Year Rated 08 11 Grille: No Grille, | | | |
| | Viewed From Exterior | | | | |
| | | Replace Int OR Ext Trim - AFF - 1 | | Qty 1 | |
| | | Installation materials - Installation materials | | Qty 1 | |

| Line # | Location: | Attributes | | | |
|--------|---|---|-------------------|------------|--------------------|
| 40 | kitchen sink | Pella 250 Series, Double Hung, White | <u>Item Price</u> | <u>Qty</u> | <u>Ext'd Price</u> |
| | | | \$852.76 | 1 | \$852.76 |
| |  | PK # 824 1: SizeNon-Standard Size Double Hung, Equal General Information: Standard, Vinyl, Block, Foam Insulated, 3 1/4", 3 1/4", Sill Adapter Included, No Head Expander Exterior Color / Finish: White Interior Color / Finish: White Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Hardware Options: Cam-Action Lock, White, Standard Vent Stop, No Limited Opening Hardware Screen: Half Screen Performance Information: U-Factor 0.27, SHGC 0.28, VLT 0.53, CPD PEL-N-211-00025-00001, Performance Class R, PG 35, Calculated Positive DP Rating 35, Calculated Negative DP Rating 35, Year Rated 08 11 Grille: No Grille, | | | |
| | Viewed From Exterior | | | | |
| | | Replace Int OR Ext Trim - AFF - 1 | | Qty 1 | |
| | | Installation materials - Installation materials | | Qty 1 | |

| Line # | Location: | Attributes | | | |
|--------|-----------|------------|--|--|--|
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|----|-----------|---|-------------------|------------|--------------------|
| 45 | bath room | Pella 250 Series, Sliding Window Vent Right / Fixed, White | <u>Item Price</u> | <u>Qty</u> | <u>Ext'd Price</u> |
| | | | \$713.32 | 2 | \$1,426.64 |



PK #
824

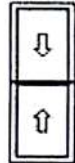
1: SizeNon-Standard Size Vent Right / Fixed Double Slider
General Information: Standard, Vinyl, Block, Foam Insulated, 3 1/4", 3 1/4", Sill Adapter Included, No Head Expander
Exterior Color / Finish: White
Interior Color / Finish: White
Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Allitude
Hardware Options: Cam-Action Lock, 1 Lock, White, No Limited Opening Hardware
Screen: Half Screen
Performance Information: U-Factor 0.27, SHGC 0.29, VLT 0.55, CPD PEL-N-210-00025-00001, Performance Class R, PG 35, Calculated Positive DP Rating 35, Calculated Negative DP Rating 35, Year Rated 08|11
Grille: No Grille,
Venting Width: Equal

Viewed From Exterior

| | | |
|---|-----|---|
| Replace Int OR Ext Trim - AFF - 1 | Qty | 1 |
| Installation materials - Installation materials | Qty | 1 |

| Line # | Location: | Attributes | | | |
|--------|-----------|------------|--|--|--|
|--------|-----------|------------|--|--|--|

| | | | | | |
|----|----------------|---|-------------------|------------|--------------------|
| 50 | main level bed | Pella 250 Series, Double Hung, White | <u>Item Price</u> | <u>Qty</u> | <u>Ext'd Price</u> |
| | | | \$946.45 | 2 | \$1,892.90 |




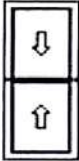
PK #
824


1: SizeNon-Standard Size Double Hung, Equal
General Information: Standard, Vinyl, Block, Foam Insulated, 3 1/4", 3 1/4", Sill Adapter Included, No Head Expander
Exterior Color / Finish: White
Interior Color / Finish: White
Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Allitude
Hardware Options: Cam-Action Lock, White, Standard Vent Stop, No Limited Opening Hardware
Screen: Half Screen
Performance Information: U-Factor 0.29, SHGC 0.28, VLT 0.53, CPD PEL-N-211-00042-00001, Performance Class R, PG 20, Calculated Positive DP Rating 20, Calculated Negative DP Rating 20, Year Rated 08|11
Grille: No Grille,


Viewed From Exterior

| | | |
|---|-----|---|
| Replace Int OR Ext Trim - AFF - 1 | Qty | 1 |
| Installation materials - Installation materials | Qty | 1 |

| Line # | Location: | Attributes | | | |
|--------|---|--|-------------------|------------|--------------------|
| 55 | stairwell | Pella 250 Series, Direct Set Fixed Frame, White | <u>Item Price</u> | <u>Qty</u> | <u>Ext'd Price</u> |
| | | | \$795.65 | 1 | \$795.65 |
| |  | <p>1: SizeNon-Standard Size Fixed Frame Direct Set General Information: Standard, Vinyl, Block, 3 1/4", 3 1/4", Sill Adapter Included, No Head Expander Exterior Color / Finish: White Interior Color / Finish: White Glass: Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Performance Information: U-Factor 0.26, SHGC 0.31, VLT 0.58, CPD PEL-N-209-00008-00010, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08 11 Grille: No Grille,</p> | | | |
| | PK # 824 | | | | |
| | Viewed From Exterior | | | | |
| | | Replace Int OR Ext Trim - AFF - 1 | | Qty 1 | |
| | | Installation materials - Installation materials | | Qty 1 | |

| Line # | Location: | Attributes | | | |
|--------|---|--|-------------------|------------|--------------------|
| 60 | upstair bed room1 | Pella 250 Series, Double Hung, White | <u>Item Price</u> | <u>Qty</u> | <u>Ext'd Price</u> |
| | | | \$873.58 | 2 | \$1,747.16 |
| |  | <p>1: SizeNon-Standard Size Double Hung, Equal General Information: Standard, Vinyl, Block, Foam Insulated, 3 1/4", 3 1/4", Sill Adapter Included, No Head Expander Exterior Color / Finish: White Interior Color / Finish: White Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Hardware Options: Cam-Action Lock, White, Standard Vent Stop, No Limited Opening Hardware Screen: Half Screen Performance Information: U-Factor 0.27, SHGC 0.28, VLT 0.53, CPD PEL-N-211-00025-00001, Performance Class R, PG 35, Calculated Positive DP Rating 35, Calculated Negative DP Rating 35, Year Rated 08 11 Grille: No Grille,</p> | | | |
| | PK # 824 | | | | |
| | Viewed From Exterior | | | | |
| | | Replace Int OR Ext Trim - AFF - 1 | | Qty 1 | |
| | | Installation materials - Installation materials | | Qty 1 | |

| Line # | Location: | Attributes | | | |
|--------|---|--|-------------------|------------|--------------------|
| 65 | upstairs bed room1 | Pella 250 Series, Direct Set Fixed Frame, White | <u>Item Price</u> | <u>Qty</u> | <u>Ext'd Price</u> |
| | | | \$697.74 | 1 | \$697.74 |
| |  PK # 824 Viewed From Exterior | 1: SizeNon-Standard Size Fixed Frame Direct Set General Information: Standard, Vinyl, Block, 3 1/4", 3 1/4", Sill Adapter Included, No Head Expander Exterior Color / Finish: White Interior Color / Finish: White Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Performance Information: U-Factor 0.26, SHGC 0.31, VLT 0.44, CPD PEL-N-209-00008-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08 11 Grille: No Grille, | | | |
| | | Replace Int OR Ext Trim - AFF - 1 | | Qty 1 | |
| | | Installation materials - Installation materials | | Qty 1 | |

| Line # | Location: | Attributes | | | |
|--------|---|---|-------------------|------------|--------------------|
| 70 | upstairs bed closet | Pella 250 Series, Double Hung, White | <u>Item Price</u> | <u>Qty</u> | <u>Ext'd Price</u> |
| | | | \$811.13 | 1 | \$811.13 |
| |  PK # 824 Viewed From Exterior | 1: SizeNon-Standard Size Double Hung, Equal General Information: Standard, Vinyl, Block, Foam Insulated, 3 1/4", 3 1/4", Sill Adapter Included, No Head Expander Exterior Color / Finish: White Interior Color / Finish: White Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Hardware Options: Cam-Action Lock, White, Standard Vent Stop, No Limited Opening Hardware Screen: Half Screen Performance Information: U-Factor 0.27, SHGC 0.28, VLT 0.53, CPD PEL-N-211-00025-00001, Performance Class R, PG 35, Calculated Positive DP Rating 35, Calculated Negative DP Rating 35, Year Rated 08 11 Grille: No Grille, | | | |
| | | Replace Int OR Ext Trim - AFF - 1 | | Qty 1 | |
| | | Installation materials - Installation materials | | Qty 1 | |

| Line # | Location: | Attributes | | | |
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| | | | | | |
|----|--------------------|---|-------------------|------------|--------------------|
| 75 | upstairs bed room2 | Pella 250 Series, Double Hung, White | <u>Item Price</u> | <u>Qty</u> | <u>Ext'd Price</u> |
| | | | \$856.24 | 2 | \$1,712.48 |



Viewed From Exterior

PK #
824

1: SizeNon-Standard Size Double Hung, Equal
General Information: Standard, Vinyl, Block, Foam Insulated, 3 1/4", 3 1/4", Sill Adapter Included, No Head Expander
Exterior Color / Finish: White
Interior Color / Finish: White
Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Hardware Options: Cam-Action Lock, White, Standard Vent Stop, No Limited Opening Hardware
Screen: Half Screen
Performance Information: U-Factor 0.27, SHGC 0.28, VLT 0.53, CPD PEL-N-211-00025-00001, Performance Class R, PG 35, Calculated Positive DP Rating 35, Calculated Negative DP Rating 35, Year Rated 08|11
Grille: No Grille,

| | | |
|---|-----|---|
| Replace Int OR Ext Trim - AFF - 1 | Qty | 1 |
| Installation materials - Installation materials | Qty | 1 |

| Line # | Location: | Attributes | | | |
|--------|-----------|------------|--|--|--|
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| | | | | | |
|----|--------------------|--|-------------------|------------|--------------------|
| 80 | upstairs bed room2 | Pella 250 Series, Direct Set Fixed Frame, White | <u>Item Price</u> | <u>Qty</u> | <u>Ext'd Price</u> |
| | | | \$798.36 | 1 | \$798.36 |

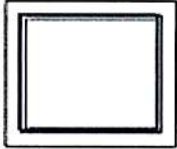


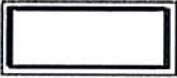
Viewed From Exterior


PK #
824

1: SizeNon-Standard Size Fixed Frame Direct Set
General Information: Standard, Vinyl, Block, 3 1/4", 3 1/4", Sill Adapter Included, No Head Expander
Exterior Color / Finish: White
Interior Color / Finish: White
Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Performance Information: U-Factor 0.26, SHGC 0.31, VLT 0.58, CPD PEL-N-209-00008-00010, Performance Class CW, PG 30, Calculated Positive DP Rating 30, Calculated Negative DP Rating 30, Year Rated 08|11
Grille: No Grille,

| | | |
|---|-----|---|
| Replace Int OR Ext Trim - AFF - 1 | Qty | 1 |
| Installation materials - Installation materials | Qty | 1 |

| Line # | Location: | Attributes | | | |
|--------|---|---|-------------------|------------|--------------------|
| 85 | upstairs bed room2 | Pella 250 Series, Direct Set Fixed Frame, White | <u>Item Price</u> | <u>Qty</u> | <u>Ext'd Price</u> |
| | | | \$576.29 | 2 | \$1,152.58 |
| |  | <p>1: SizeNon-Standard Size Fixed Frame Direct Set General Information: Standard, Vinyl, Block, 3 1/4", 3 1/4", Sill Adapter Included, No Head Expander Exterior Color / Finish: White Interior Color / Finish: White Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Performance Information: U-Factor 0.26, SHGC 0.31, VLT 0.44, CPD PEL-N-209-00008-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08 11 Grille: No Grille,</p> | | | |
| | Viewed From Exterior | | | | |
| | | | | | |
| | | Replace Int OR Ext Trim - AFF - 1 | | Qty 1 | |
| | | Installation materials - Installation materials | | Qty 1 | |

| Line # | Location: | Attributes | | | |
|--------|---|---|-------------------|------------|--------------------|
| 90 | upstairs bed room2 | Pella 250 Series, Direct Set Fixed Frame, White | <u>Item Price</u> | <u>Qty</u> | <u>Ext'd Price</u> |
| | | | \$638.76 | 1 | \$638.76 |
| |  | <p>1: SizeNon-Standard Size Fixed Frame Direct Set General Information: Standard, Vinyl, Block, 3 1/4", 3 1/4", Sill Adapter Included, No Head Expander Exterior Color / Finish: White Interior Color / Finish: White Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Performance Information: U-Factor 0.26, SHGC 0.31, VLT 0.44, CPD PEL-N-209-00008-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, Year Rated 08 11 Grille: No Grille,</p> | | | |
| | Viewed From Exterior | | | | |
| | | | | | |
| | | Replace Int OR Ext Trim - AFF - 1 | | Qty 1 | |
| | | Installation materials - Installation materials | | Qty 1 | |

| Line # | Location: | Attributes | | | |
|--------|---|--|-------------------|------------|--------------------|
| 95 | upstairs upper bath | Pella 250 Series, Double Hung, White | <u>Item Price</u> | <u>Qty</u> | <u>Ext'd Price</u> |
| | | | \$915.21 | 3 | \$2,745.63 |
| |  Viewed From Exterior | PK # 824 1: Size Non-Standard Size Double Hung, Equal General Information: Standard, Vinyl, Block, Foam Insulated, 3 1/4", 3 1/4", Sill Adapter Included, No Head Expander Exterior Color / Finish: White Interior Color / Finish: White Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Hardware Options: Cam-Action Lock, White, Standard Vent Stop, No Limited Opening Hardware Screen: Half Screen Performance Information: U-Factor 0.29, SHGC 0.28, VLT 0.53, CPD PEL-N-211-00042-00001, Performance Class R, PG 20, Calculated Positive DP Rating 20, Calculated Negative DP Rating 20, Year Rated 08 11 Grille: No Grille, | | | |
| | | Replace Int OR Ext Trim - AFF - 1 | | Qty 1 | |
| | | Installation materials - Installation materials | | Qty 1 | |

| Line # | Location: | Attributes | | | |
|--------|---------------|--|-------------------|------------|--------------------|
| 100 | None Assigned | S & H Tailgate Taxable - Std Shipping & Handling Taxable Z1 | <u>Item Price</u> | <u>Qty</u> | <u>Ext'd Price</u> |
| | | | \$215.00 | 1 | \$215.00 |

Thank You For Purchasing Pella® Products

PELLA WARRANTY:

Pella products are covered by Pella's limited warranties in effect at the time of sale. All applicable product warranties are incorporated into and become a part of this contract. Please see the warranties for complete details, taking special note of the two important notice sections regarding installation of Pella products and proper management of moisture within the wall system. Neither Pella Corporation nor Pella Windows & Doors, Inc will be bound by any other warranty unless specifically set out in this contract. However, Pella Corporation will not be liable for branch warranties which create obligations in addition to or obligations which are inconsistent with Pella written warranties.

Clear opening (egress) information does not take into consideration the addition of a Rolscreen [or any other accessory] to the product. You should consult your local building code to ensure your Pella products meet local egress requirements.

Per the manufacturer's limited warranty, unfinished mahogany exterior windows and doors must be finished upon receipt prior to installing and refinished annually, thereafter. Variations in wood grain, color, texture or natural characteristics are not covered under the limited warranty.

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

INSYNCTIVE PRODUCTS: In addition, Pella Insynctive Products are covered by the Pella Insynctive Products Software License Agreement and Pella Insynctive Products Privacy Policy in effect at the time of sale, which can be found at Insynctive.pella.com. By installing or using Your Insynctive Products you are acknowledging the Insynctive Software Agreement and Privacy Policy are part of the terms of sale.

Product Performance Information:

U-Factor, Solar Heat Gain Coefficient (SHGC), and Visible Light Transmittance (VLT) are certified by the National Fenestration Rating Council (NFRC). Manufacturer stipulates that these ratings conform to applicable NFRC procedures for determining whole product performance. NFRC ratings are determined for a fixed set of environmental conditions and a specific product size. NFRC does not recommend any products and does not warrant the suitability of any product for any specific use.

Design Pressure (DP), Performance Class, and Performance Grade (PG) are certified by a third party organization, in many cases the Window and Door Manufacturers Association (WDMA). The certification requires the performance of at least one product of the product line to be tested in accordance with the applicable performance standards and verified by an independent party. The certification indicates that the product(s) of the product line passed the applicable tests. The certification does not apply to mulled and/or product combinations unless noted. Actual product results will vary and change over the products life.

For more performance information along with information on Florida Product Approval System (FPAS) Number and Texas Dept. of Insurance (TDI) number go to www.pella.com/performance.

The full text of the manufacturer's current warranty can be found at <<http://www.pella.com/products/warranty.asp>>. Supplier (PWD) offers the following Limited Warranty:

LIMITED WARRANTY

PWD MAKES NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER NATURE OR GUARANTEE, EXPRESS OR IMPLIED. UPON REQUEST, PWD WILL PROVIDE THE MANUFACTURER'S WARRANTIES CURRENTLY IN EFFECT RELATED TO THE MATERIAL SUPPLIED. THE MANUFACTURER'S WARRANTIES SHALL HAVE NO EFFECT UNTIL PWD HAS BEEN PAID IN FULL ALL SUMS DUE AND OWING FOR THE PRODUCT OR MATERIALS SUPPLIED PURSUANT TO THIS CONTRACT.

In no event shall PWD or Pella Corporation be liable for consequential, indirect or incidental damages or for any amount in excess of the purchase price whether the claim is for breach of warranty or negligence.

NATURAL PROPERTIES OF WOOD MATERIALS

Wood is a natural product and that variations in grain and shading will occur and because no two pieces of wood are exactly alike, variations after finishing are to be expected and are not considered defects.

Custom Materials

Customer recognizes and acknowledges that the product or materials supplied by PWD are custom in nature and there is no ready market or value other than for the job for which the materials are manufactured and/or supplied. If Customer at any time fails to pay PWD for the materials supplied, PWD may, at it's option, suspend all deliveries or terminate the Contract with the

Customer. Such suspension or termination DOES NOT excuse payment for those materials and products already manufactured at the full contract price or payment for any component parts already purchased and obtained by PWD.

Title

Title, ownership and the right to possession of the product or materials furnished or to be furnished by PWD shall remain in PWD until PWD is paid in full. PWD shall have a right to possession of the product or materials but is not obligated to repossess the materials in the event of non-payment. PWD's right to repossess materials is in addition to, and not a limitation upon or a waiver of PWD's other legal rights including the right to place mechanic's liens against the real property for which materials were supplied. All risk of loss or damage shall pass to the Customer

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

upon delivery of the materials. In the event PWD elects to repossess any materials for which payment in full has not been made, Customer shall be responsible for any damage to or loss of materials and their component parts.

Risk of Loss

Although title and ownership and the right to possession of the materials or product furnished or delivered to the Customer shall remain with PWD until the materials are fully paid for, the risk of loss for the product or materials once they are delivered to the Customer shall be the Customer's responsibility. Therefore, the customer must maintain sufficient insurance to cover any damage, vandalism or any other loss to the product or materials. Any insurance proceeds would be paid over to PWD for the full amount owed to PWD in the event of any loss.

Dispute Resolution

Direct Discussion. If a dispute arises out of or relates to this Agreement, the parties shall endeavor to settle the dispute through direct discussion.

Mediation

Disputes not resolved by direct discussion shall be submitted to mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association. The parties shall select the mediator within fifteen (15) days of the request for mediation. Engaging in mediation is a condition precedent to any form of binding dispute resolution. This provision shall not act to delay Supplier filing a mechanic's lien foreclosure action. The cost of any mediation proceeding shall be shared equally by the parties participating.

Buyer shall indemnify and hold PWD harmless from and against any and all claims, demands, actions, losses, costs, or expenses, including reasonable attorney's fees, arising out of or connected with any injury, including death, to any person or persons (whether third parties or agents, servants or employees of Buyer) and any and all damages to or loss of any property (whether belonging to Buyer or a third party) cause by or resulting from Buyer's use, ownership, possession, or transportation of the products or materials sold herein.

TERMS OF PAYMENT

Terms of payment for this order are: ½ Down/Remainder Due Upon Substantial Completion. Financed orders will be processed weekly.

Interest of one and one half percent (1-1/2%) per month will be charged on all past due accounts. If Customer or Customer's agent directs PWD to retain the products or materials, although available for delivery, customer is responsible for payment in full within 20 days after the delivery date shown below. Customer agrees to pay all costs of collection including reasonable

attorney's fees. This contract is deemed to have been entered into in the State of Colorado and Colorado law shall govern its interpretation and enforcement. Jurisdiction and venue for any legal action shall be in the County or District Court, City and County of Denver, Colorado.

- DELIVERY DATES ARE NOT GUARANTEED and PWD shall not be liable for any direct, indirect or consequential damages or loss caused by delay in shipment. You will be notified as soon as possible if delivery during the above week becomes unattainable and a new delivery week will be established. Unless other arrangements are made with PWD, Deliveries for NON-INSTALLED product are tailgate and YOU MUST FURNISH LABOR TO UNLOAD. PWD assumes no responsibility or liability for injuries or damage to product after product leaves our truck.
 - An authorized signature is required to accept delivery of any product not being installed by Pella.
 - Signed delivery tickets will be conclusive of delivery of the materials described, the quantities listed, and receipt in good and undamaged condition.
 - No claims for concealed damage, errors or defects in product, materials, workmanship, or shortages will be allowed unless written notice is received by PWD within three (3) working days after delivery. If concealed damage, errors or defects in product, materials, workmanship, or shortages are discovered and timely notice is received by PWD, PWD will be liable only for the reasonable costs of supplying replacement or repairs.

INSTALLATION SPECIFICATIONS/EXCLUSIONS

ADDITIONS/REVISIONS/CANCELLATIONS/RETURNS

Revisions/cancellations/returns will not be allowed free of charge after this order is signed and submitted to PWD. Installed, damaged, and special/custom items are not returnable.

- A minimum charge of 65% PWD Selling Price will be assessed on revised/cancelled/returned items and that sum will be added to this contract. Returned product must be in like new condition and within 90 days of Invoice date.
- Any revisions after the contract date must be accompanied by a signed PWD Change Order Form, or by a separate contract.
- The terms of this Sales Contract shall apply to any additions, changes, and partial shipments requested for this job by the Customer or the Customer's agent.

ORDER CHECKLIST - Customer must initial each

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_____ I understand that I have three working days after the date of delivery to report concealed damage, errors or shortages.

_____ I have authorized and verified the product attributes, handing and color for non-Pella installed purchases.

_____ I have authorized and verified the product measurements and dimensions for non-Pella installed purchases/product.

_____ Deliveries require heavy lifting. I understand I must off load product from the truck tailgate into my home or garage.

_____ I understand that a signed and dated copy of this Sales Contract must be in the possession of Pella Windows & Doors, Inc., along with my deposit payment or financing acct# (if either is required), before my order can be submitted to the factory for production.

_____ I understand that the hinging and sliding designations for ALL products are as viewed from the OUTSIDE of the structure and from left to right.

_____ I understand that wood is a natural product and that variations in grain and shading will occur and because no two pieces of wood are exactly alike, variations after finishing are normal and not considered defective.

_____ I understand that building and safety code compliance is my responsibility as the purchaser, for non-Pella installed purchases/product.

MISC.

THIS DOCUMENT, INCLUDING ADDENDUMS IF APPLICABLE, AND THE TERMS AND CONDITIONS CONTAINS THE ENTIRE AGREEMENT AND BUYER REPRESENTS THAT HE HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY THE SAME. I UNDERSTAND THAT ALL ORDERS ARE SUBJECT TO ACCEPTANCE BY AN OFFICER OF PWD.

Project Checklist has been reviewed

Customer Name (Please print)

Pella Sales Rep Name (Please print)

Customer Signature

Pella Sales Rep Signature

Date

Date

Credit Card Approval Signature

| Order Totals | |
|-------------------------|--------------------|
| Taxable Subtotal | \$12,038.65 |
| Sales Tax @ 7.65% | \$920.96 |
| Non-taxable Subtotal | \$9,230.00 |
| Total | \$22,189.61 |
| Deposit Received | \$0.00 |
| Amount Due | \$22,189.61 |



Sewer Repair Options*

303-232-6611

www.ApplewoodFixIt.com

Customer Name: Judith Battista Address 2819 W 23rd Ave

City: Denver 80211 State CO Zip _____ Phone: _____

Prepared by: Juan Date: 11-1-16

Take No Action at this Time: _____ (customer initial)

| Spot Repair | Line Replacement to Property Line | Line Replacement to Main Sewer | Pipe Burst Trenchless |
|---|---|---|--|
| SDR 35 Pipe Bed in Gravel | Schedule SDR 35 Bed in Gravel | SDR 35 Pipe Bed in Gravel | Heat fused High Density SDR 17 Polyethylene Pipe - Minimal Connections |
| Local Permit & Inspection as Required | Local Permit & Inspection as Required | Local Permit & Inspection as Required | Local Permit & Inspection as Required |
| 5 Year Material Warranty | Lifetime Warranty on Pipe | Lifetime Warranty on Pipe | Lifetime Warranty on Pipe |
| 5 Year Labor Warranty | Lifetime Labor Warranty | Lifetime Labor Warranty | Lifetime Labor Warranty |
| 1 Year Stoppage Warranty | 1 Year Stoppage Warranty | 5 Year Stoppage Warranty | 5 Year Stoppage Warranty |
| 6 Months Same as Cash (SAC) Financing Available** | Installation of Outside Cleanout(s) | Installation of Outside Cleanout(s) | Installation of Outside Cleanout(s) |
| <u>i-street permits street controll</u> | Sidewalk Replacement of Sections Removed for Excavation | Sidewalk Replacement of Sections Removed for Excavation | Street Patched to Local Code Requirements |
| | Camera Inspection of Remaining Line to City Sewer | Street Patched to Local Code Requirements | Camera Inspection of Entire Line Upon Completion |
| | 6 Months Same as Cash (SAC) Financing Available** | Camera Inspection of Entire Line Upon Completion | 6 Months Same as Cash (SAC) Financing Available** |
| <u>TCSP-51-P</u> | <u>yard & possible pipe burst under tree</u> | <u>from curve to city sewer line.</u> | |
| \$ <u>15454</u> <u>or</u> | \$ _____ | \$ _____ | \$ _____ |
| \$ _____ Month | \$ <u>20,606</u> <u>or</u> Month | \$ <u>TCSP-81-P</u> Month | \$ _____ Month |
| \$ _____ Other | \$ _____ Other | \$ _____ Other | \$ _____ Other |
| | | <u>24549</u> <u>or</u> | |

Other Considerations: _____

*Not all options possible with all jobs. **With approved credit.



H Scott Richmond <hscottrichmond@gmail.com>

Gutter Estimate 2849 W. 23rd Ave Denver

1 message

Brandon Oasheim <brandon@frsg.net>

Fri, Nov 4, 2016 at 4:30 PM

Reply-To: Brandon Oasheim <brandon@frsg.net>

To: "hscottrichmond@gmail.com" <hscottrichmond@gmail.com>

We promise to furnish all labor and material to install your job in accordance with local area codes. All gutter material will be 26 gauge steel with a pre-finished baled on enamel paint. Attached is our standard color sample charts.

> House:

We will remove and dispose of all gutters and downspouts then install new 5" gutters and 2x3 downspouts. We will use hidden hangers on two foot centers as fastener as well as SST suspension hangers at crown molding. The suspension hanger will be attached on top of the shingles and fasteners will be sealed with geocel sealant. Total \$2,313.00

> Garage:

We will remove and dispose of existing gutters and downspouts then install new 5" gutters and 2x3 downspouts using hidden hangers. Total \$567.00

Let me know if you have questions, I will also need billing info before we could schedule if you choose to do so.

Thank you,

Brandon Oasheim
Estimator/ Project Manager

Front Range Seamless Gutters, Inc.
4871 Weld County Road 7
Erie, Co. 80516

303-828-3936 Office
970-663-0070
303-828-9841 Fax
www.frsg.net

 **Standard Gutter Color Stock.pdf**
270K

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|---|--|---------|--|----------------------|-----------|
| BID MEMO | | BID NO. | 315483 | DATE: | 11/9/2016 |
| JOB Scott Richmond | | | | | |
| LOCATION | | | | | |
| FIRM | | | PREPARED BY EZ Cleaning & Painting Inc | | |
| ADDRESS 2849 West 23rd Avenue | | | APPROVED BY Esteban Gaytan | | |
| City/State/Zip Denver CO 80211 | | | email ezpainting99@aol.com | | |
| TYPE OF WORK Exterior repaint | | | PHONE 303-249-6655 | | |
| WORK INCLUDED | | | | AMOUNT OF BID | |
| Exterior power wash paint body trim and accent 3 colors total | | | | 6,650.00 | |
| Garage power wash and paint body and trim color | | | | 760.00 | |
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| Labor and materials 30/% to start | | | | | |
| TOTAL BID | | | | 7,410.00 | |
| EXCLUSIONS AND QUALIFICATIONS | | | | | |