Changing the current window size to reduce the width by 8” and height by 6”, as proposed, presents several concerns to consider:

Exterior Concerns: Reducing the window width by 8” will necessitate adding 4” strips of siding on either side of the new window to fill in the gaps of the smaller window framing. This is likely to result in misalignment with the existing siding, creating gaps and leading to uneven wear and aesthetic issues over time. It also creates an issue with waterproofing as each one of those gaps (60 in total) would have to be properly sealed and maintained over time to insure no air or water leaks. Maintaining the original window size avoids these complications and ensures a cohesive look, mitigating having a “chopped up” external appearance.

Interior Concerns: Installing a smaller window in the existing rough opening raises similar concerns on the interior finish as well. This change would require drywall patching around the new window opening and would result in difficulties matching the existing texture, paint, and trim surrounding the new and smaller window, ultimately affecting the overall interior quality and appearance.

Coordination and Safety Concerns: The process of resizing the windows involves coordinating numerous trades including a demo contractor to cut and remove the existing trim, siding drywall, and windows, framers to reframe the opening, a window installer, siding/trim contractor, drywall contractor, and painter to paint the exterior trim, exterior siding, windows, interior trim and interior drywall. If there is any timing gap between the framing contractor to reframe the new opening and the window installer, then the window openings will need to be boarded up. I had multiple break-ins during the construction of this house, and one of these windows was even stolen during construction, so this poses a security risk.

If I were install a window of the same size I would not need a framing contractor, drywall contractor, or painter. I would only need a demo contractor, window installer, and trim contractor. The other scopes would also be limited and reduced.

Please see the attached exhibit showing an elevation of the smaller window opening and the issues it poses.
4" strips of siding would need to be installed around new window to fill void of the old window on either side and also on the bottom. There will be numerous gaps and joints along the old outline of the window, and there will also be potential issues with weatherproofing this seam. This same issues will existing on the inside of the house to fill in the void of the old window opening.

Elevation of double hung front window with smaller opening

Elevation of double hung front window with existing opening
**Sierra Pacific Windows**
*Territory Manager - Trade Sales*

635 E 52nd Ave
Denver CO 80216

(303)931-3133 (Cell)
afitzgerald@spi-ind.com

March 18, 2024
12:48 PM

---

**CUSTOMER COPY**

**Order Number** 98302489

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<tr>
<th>Terms:</th>
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<td>Add-On to:</td>
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<td>Required Deposit:</td>
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<td>Yes</td>
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<td>Property Location:</td>
<td>2535 WEST RIVER DRIVE DENVER, CO 80211-</td>
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<tr>
<td>Property Owner:</td>
<td>ROBERT LAUDICK</td>
</tr>
<tr>
<td>Lender:</td>
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---

**ROBERT LAUDICK**
2535 WEST RIVER DRIVE
DENVER, CO 80211-
(614)582-5642-Cell
ROBERT LAUDICK
robert@laudickeng.com

---

**Order Check List**

<table>
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<tr>
<th>Species</th>
<th>Jamb Size</th>
<th>Drawing Page(s)</th>
<th>Owners Manual/SPW Warranty</th>
<th>Color(s) (Clad) in order</th>
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<tbody>
<tr>
<td>Quantity</td>
<td>Primed vs Natural</td>
<td>O/S Purchase lead time</td>
<td>Installation Instructions</td>
<td>023 Black 2605</td>
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<tr>
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<td>Exterior Trim</td>
<td>O/S Purchase warranty</td>
<td>Shop Drawings</td>
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<td>Rough Opening</td>
<td>Hardware</td>
<td>WUI Compliant</td>
<td>(Exterior)</td>
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<tr>
<td>Glazing / Lites</td>
<td>Screens</td>
<td>Terms and Conditions</td>
<td>(Interior) Distressed</td>
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<td>Contemporary</td>
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**Warranty Information**

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<tr>
<th>Modified Limited Warranty</th>
</tr>
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<tbody>
<tr>
<td>Applies to these line item numbers</td>
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---

(This order is subject to the terms and conditions printed on the back page. Please read them before signing.)

Customer Signature: ___________________________ Date: ___________________________

Sales Rep Signature: ___________________________

Andy Fitzgerald

---

**Order Summary**

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<th>Term</th>
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**Weighted Values**

- U-Fac: 0.32
- SHGC: 0.30
- sq ft: 29
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<tr>
<th>Item</th>
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<th>Product Code</th>
<th>Rough Opening Width x Height (Inches)</th>
<th>Oper</th>
<th>Sym</th>
<th>Location</th>
<th>Glaze Options</th>
<th>Lite or Grille Pattern</th>
<th>Hardware</th>
<th>Exterior Trim</th>
<th>Jamb Size (inches)</th>
<th>Additional Options</th>
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<td>2</td>
<td>C-WCDH1-3660-1</td>
<td>36&quot;x60&quot;</td>
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<td>REPLACEMENT</td>
<td>Bik Warm Edge Insulated LoE-272 Capillary</td>
<td>1 Lite</td>
<td>2-Locks Coil Balance 2-Finger Lift FlexScreen View Clear Screen Applied White Hardware White - Finger Lift Bronze - Jamb Liner Black - Weatherstrip Boxed Hardware</td>
<td>No Brickmould No Sill Nose No Drip Cap</td>
<td>6 9/16&quot;</td>
<td>Clad: 023 / 2605 Black Pine Natural Int No Int Kerf Alum Nail Fin CoreGuard Std Vinyl Int Beige</td>
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<td>Boxed Window Hardware</td>
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**Abbreviation Key**

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<th>Glaze Options</th>
<th>Hardware Options</th>
<th>Exterior Trim</th>
<th>Additional Options</th>
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<tr>
<td>Insulated - Insulated Glass</td>
<td>TSL - Tandum Sash Lock</td>
<td>Swing Screen - Swing Door Screen</td>
<td>ESH = Extended Sill Horn</td>
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<tr>
<td>SIM DL - Simulated Divided Lite</td>
<td>Adj Hinges - Adjustable Hinges</td>
<td>Swing Screen - Premium Screen</td>
<td>ESH 2 = Extended Sill Nose 2&quot;</td>
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<tr>
<td>Lami IG-Ext - Laminated Glass to Exterior</td>
<td>BB Hinges - Ball Bearing Hinges</td>
<td>Comt Hdw - Construction Hardware</td>
<td>ESH 3 = Extended Sill Nose 3&quot;</td>
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<tr>
<td>Lami IG-Int - Laminated Glass to Interior</td>
<td>Prem Screen - Premium Screen</td>
<td>Rem Handle - Removable Handle</td>
<td>Primed Ext. - Primed Exterior</td>
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</tbody>
</table>

**Disclaimer Information**

Outside Purchase Items: Warranty covered by product manufacturer's specific warranty.  Sedonas with jams greater than 4-9/16: Limited screen opening  Triple Glaze Units do not include shadow bar

**Terms and Conditions of Sale**

1. TERMS:  
   a. All C.O.D. orders are to be paid in full to the delivery driver with either a Cashier's Check or a personal check, preprinted with the Buyer's name and address, prior to unloading the order.  On orders where vouchers are pre-approved, they must be presented to the driver prior to unloading the order.
   b. No deductions may be taken from the invoice amount unless authorized by Sierra Pacific Windows prior to delivery.  Sierra Pacific Windows will not be responsible for any back charges resulting from additional materials or work performed by others (see Warranty for further information).
   c. Past due balances are subject to 1.5% monthly finance charge.
   d. Any check or other payment returned to Sierra Pacific as the result of insufficient funds or canceled payment will result in a $50 processing fee added to the order total.

2. RIGHT TO LIEN:  
   a. In the event the contract amount is not paid in full, Sierra Pacific Windows reserves the right to place a lien on the property which may be asserted under any provision of the law, to secure payment of the contract amount.

3. ATTORNEY FEES:  
   a. ATTORNEY FEES: If any legal action, arbitration or other proceeding is brought for the enforcement of this Agreement, or because of any alleged dispute, breach, default or third party claim of construction defect made in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, expert fees, costs and expenses if incurred in that action or proceeding.

4. ESTIMATE OR BIDS:  
   a. All pricing is good for 30 days unless specifically noted to the contrary.
   b. Sierra Pacific Windows assumes no responsibility for errors in take-offs or pricing.

5. ORDERS:  
   a. Upon signing, Customer agrees to all terms and conditions of this contract.
   b. Orders are subject to delay due to strikes, fire, floods, accidents, or any other cause beyond our control.  Sierra Pacific Windows will not be responsible for loss or damage beyond its control.
   c. Seller is not liable for prospective profits or special indirect, consequential or incidental damages, nor may the recovery of any kind against seller be greater in amount than the purchase price of the specific material sold and causing the alleged loss damage or injury.
   d. Sierra Pacific Windows reserves the right to adjust prices or add charges for additional costs for order changes made at the request of the buyer at any time following original order acceptance.  For example, storage fees for failure to take delivery as scheduled.
   e. Any change to the order may result in a delayed delivery date.

6. TAILGATE DELIVERY:  
   a. Sierra Pacific Windows is not responsible for labor to unload.  Buyer must provide sufficient labor at the job site when driver arrives.
   b. Back orders will be noted on the paperwork and will deliver as soon as possible.
   c. Any items missing or damaged must be noted on the driver's paperwork at the time of delivery or it will be assumed complete and in good condition.
   d. Sierra Pacific Windows is not responsible for goods picked up by buyer in his/her own vehicle.

7. SALES TAX:  
   a. The Sales Tax rate in this quote is estimated at the time of the quote.  Customer agrees to pay the actual Sales Tax in effect at the time of delivery of any portion of this order.
I. LIMITED WARRANTY FOR RESIDENTIAL PRODUCTS. This Limited Warranty for Wood/Clad Products (the “Limited Warranty”) is provided by Sierra Pacific Windows (“SPW”), on the terms and conditions set forth herein solely for Residential Products as described herein.

A. General Eligibility of Residential Products. Subject to the other terms and conditions set forth herein, Residential Products eligible for coverage under this Limited Warranty are limited to certain residential wood and clad window and door products which were (1) manufactured by SPW on or after May 1, 2017, (2) purchased from a SPW salesperson or an authorized dealer of SPW, (3) installed in a single family detached dwelling unit in the United States or Canada in a good and workmanlike manner in accordance with any installation instructions or other specifications of SPW, and (4) satisfying the other terms, conditions and restrictions contained herein (“Residential Products”). Notwithstanding anything contained herein to the contrary, the Limited Warranty shall not apply to, and SPW does not warrant, any Residential Product which is sold subject to another express or implied warranty, whether provided by SPW or a third party, or which is sold “as-is”, condition, as a sample or open box item, as a returned product, in defective, damaged, used, or previously sold condition or otherwise not in new, original and as-manufactured condition. This Limited Warranty is available to the original purchaser of an eligible Residential Product and it is transferable to a subsequent owner of the same real property in which such eligible Residential Product is installed, for the remaining warranty period of such eligible Residential Product as set forth herein.

B. Limited Warranty for AAMA 2605 Powder Coated Finishes.

i. Thirty (30) Year Limited Warranty for Cracking or Checking. Except as otherwise expressly provided herein, SPW warrants that the coating on the metal cladding in Residential Products will be free from cracking or checking, when observed at a distance of ten feet (10’) from the metal surface and inspected at an angle of 90 degrees to the surface as set forth in AAMA 2605-11, resulting from defects in workmanship or materials for a period of thirty (30) years from the date of manufacture of such Residential Product.

ii. Twenty-Five (25) Year Limited Warranty for Color Change. Except as otherwise expressly provided herein, SPW warrants that Residential Products will be free from color change of more than seven (7) Delta E units in accordance with ASTM D2244 resulting from defects in workmanship or materials for a period of twenty-five (25) years from the date of manufacture of such Residential Product.

iii. Twenty (20) Year Limited Warranty for Color Change, Chalking, Adhesion Loss. Except as otherwise expressly provided herein, SPW warrants that the metal cladding in Residential Products will be free from color change of more than five (5) Delta E units in accordance with ASTM D2244, chalking in excess of a number eight (8) rating based on ASTM D4214, and adhesion loss (peeling), that materially and adversely affects the appearance of the surface to which the coating is applied when observed at a distance of ten (10) feet from the metal surface and inspected at an angle of 90 degrees to the surface as set forth in AAMA 2605-11, resulting from defects in workmanship or materials for a period of twenty (20) years from the date of manufacture of such Residential Product.

iv. Coatwise Terms. This Limited Warranty for AAMA 2605 Powder Coated Finishes provides full coverage, in a manner consistent with Section III herein below, for fluoropolymer powder performance for the first twenty (20) years from date of manufacture. For the succeeding ten (10) years, SPW’s responsibility for corrective action due to fluoropolymer powder failure will be: years 21 through 24 – 60%; years 25 through 27 - 25%; years 28 through 30 – 5%. Customers’ percentage of responsibility for replacement products and labor shall be calculated using current list price of items being replaced; customers’ prorated responsibility for cost of repair is based upon SPW’s invoiced repair costs; refunds will be based upon original purchase price of the product.

C. Ten (10) Year Limited Warranty for AAMA 2604 Powder Coated Finishes.

i. SPW warrants that the coating on the metal cladding in Residential Products will be free from color change of more than five (5) Delta E units in accordance with ASTM D2244, chalking in excess of a number eight (8) rating based on ASTM D4214, and cracking, checking or adhesion loss (peeling), that materially and adversely affects the appearance of the surface to which the coating is applied when observed at a distance of ten (10) feet from the metal surface and inspected at an angle of 90 degrees to the surface as set forth in AAMA 2604-10, resulting from defects in workmanship or materials for a period of ten (10) years from the date of manufacture of such Residential Product.

D. Five (5) Year Limited Warranty for Anodized Finishes.

i. SPW warrants that all aluminum clad Residential Product that has been anodized will be free from chalking in excess of a number eight (8) rating based on ASTM D4214, or fading or change in color in excess of five (5) Delta E units based on ASTM D2244, each of which materially and adversely affects the appearance of the surface when observed at a distance of ten (10) feet from the metal surface and inspected at an angle of 90 degrees to the surface as set forth in AAMA 611-12, resulting from defects in workmanship or materials for a period of five (5) years from the date of manufacture of such Residential Product.

E. Two (2) Year Limited Warranty; Interior Finish.

Except as otherwise expressly provided herein, SPW warrants that all factory-applied interior paint and stain finishes in Residential Products will be free from material Finish Defects for a period of two (2) years from the original date of manufacture of such Residential Product. For purposes of this Limited Warranty, a “Finish Defect” shall mean cracking, peeling, delaminating, blistering, flaking, chalking in excess of a numerical rating of six (6) (measured per ASTM D4214) or fading or change in color in excess of five (5) Delta E units (calculated per ASTM D2244).

F. Twenty (20) Year Limited Warranty: Wood Deterioration. Except as otherwise expressly provided herein, SPW warrants that the wood components of a Residential Product, regardless of wood type, shall be free from material wood deterioration caused by decay or insect, including wood rot, for a period of twenty (20) years from the original date of manufacture of such Residential Product.

G. Limited Warranty: Hermetic Seals. Except as otherwise expressly provided herein, SPW warrants the air seal in Residential Products as follows:

i. Twenty (20) Year Limited Warranty: Dual Insulated Glass Product. Except as otherwise expressly provided herein, SPW warrants that the Dual Insulated Glass Product supplied in its Residential Products will be free from the failure of the air seal due solely to defects in workmanship or materials for a period of twenty (20) years from the original date of manufacture of such Residential Product.

ii. Ten (10) Year Limited Warranty: Triple Insulated Glass Product. Except as otherwise expressly provided herein, SPW warrants that the Triple Insulated Glass Product supplied in its Residential Products will be free from the failure of the air seal due solely to defects in workmanship or materials for a period of ten (10) years from the date of manufacture of such Residential Product.

H. Ten (10) Year Limited Warranty: FeelSafe™ and Laminated Glass. Except as otherwise expressly provided herein, SPW warrants that the SPW FeelSafe™ or Laminated Glass in its Residential Product will be free from any material obstructions of vision due to glass delamination from defects in workmanship or materials for a period of ten (10) years from the date of manufacture of such Residential Product.

I. Five (5) Year Limited Warranty: Specialty Glass. Except as otherwise expressly provided herein, SPW warrants that Residential Products with custom or special glazings and/or other specialty, custom or non-standard glass options not listed in our product literature or not generally and regularly manufactured by SPW, and all leaded or decorative glass Residential Products, shall be free from defects in workmanship for a period of five (5) years from the original date of manufacture of such Residential Product.

J. Two (2) Year Limited Warranty: Glass Stress Cracks. Except as otherwise expressly provided herein, SPW warrants that all glass in its Residential Product shall be free from stress cracks from defects in workmanship or materials for a period of two (2) years from the date of manufacture of such Residential Product.

K. Ten (10) Year Limited Warranty: General. Except as otherwise expressly provided herein, SPW warrants that each Residential Product, including its wood components, hardware, weatherstrip and standard screens which accompany the Residential Product (the “Components”), will be free from defects in workmanship or materials which unreasonably affect such Residential Product’s normal functioning for a period of ten (10) years from the original date of manufacture of such Residential Product.

L. One (1) Year Limited Warranty: Specialty Screens. Except as otherwise expressly provided herein, SPW warrants that specialty screens (e.g. retractable screens, swing door screens) manufactured by others, not by SPW, for a Residential Product will be free from defects in workmanship or materials which unreasonably affect such specialty screen’s normal functioning for a period of one (1) year from the earlier of the original date of manufacture of such specialty screen or the date of manufacture of such Residential Product.

II. LIMITATIONS, EXCLUSIONS AND DETAILS OF LIMITED WARRANTY.

A. SPW Residential Products are manufactured to certain specifications and ratings, which may include air and water infiltration, structural performance, thermal performance and/or sound transmission. The performance of installed windows and doors as noted on the labels showing National Fenestration Rating Council (NFRC) and Window and Door Manufacturer’s Association (WDMA) Halmark ratings can and will change over time due to environmental conditions, installation technique, maintenance, normal wear and tear, and other factors beyond SPW’s control. The initial ratings and specifications are furnished solely to assist the purchaser in comparing products at the time of purchase and are not intended to warrant or guarantee specific field performance at those ratings or specifications as installed or over the life of the Residential Product. These ratings may also apply to single units only, not to mullioned configurations.

B. This Limited Warranty is limited solely to defects in workmanship and materials arising from the production and manufacture of Residential Products by SPW. Whether or not any of the above warranties apply, in whole or in part, to a Residential Product or are excluded shall be determined by SPW in its sole discretion. SPW will not be liable for, and some or none of the above warranties will apply to or cover problems, claims or liabilities, costs, expenses, damages or losses, or other damage or defects caused by, arising from, or related to, any of the following:

1. Failure to follow any directions, recommendations, maintenance and care instructions, and/or guidelines set forth in SPW’s Care and Maintenance Guide, any SPW Owner’s Manual for a Residential Product, the Anodized Care and Maintenance Guide, or any other guide, direction or similar publication otherwise established by SPW, found at sierrapacificwindows.com
Residential Scratches, Painting Wood

6. Interior and/or exterior products as

7. Infiltration or water penetration damage resulting from non-factory muted or non-SPW assembled Residential Products;

8. Improper handling or installation of Residential Products, including failure to follow SPW’s installation instructions and/or failure to install in conformance with accepted construction practices or applicable building codes;

9. Installation of the window or door in its opening in a manner which is not plumb, square and adequately shimmed on all sides;

10. Installation other than vertical (slope glazing);

11. Insulation in a swimming pool or hot tub rooms, boats, greenhouses or other rooms with high humidity conditions and installations in areas with direct, constant water contact, such as a shower or in the path of sprinkler water;

12. Operational problems or problems related to water and/or air infiltration/leaking as a result of improper or inadequate flashing, improper installation, flaws in building design or defects in construction;

13. Any Residential Products installed in any face barrier system or exterior insulation finish system using stucco, synthetic stucco, or other materials, unless the owner can demonstrate to SPW’s satisfaction, in its sole discretion, that there is an effectively engineered system for the control and drainage of water or moisture vapor;

14. Stress or strain due to building movement or settlement, including strain which is applied to the window or door by movement of the building or where provisions have not been made in accordance with sound industry practices for adequate expansion or contraction of framing members;

15. Products that have been altered or removed and reinstalled;

16. Wood cellular structure failure for any Components with prolonged or excessive exposure to moisture or soil, including failure to store the Residential Product upon delivery in a dry temperate environment prior to installation;

17. Improper painting, staining, or field finishing maintenance of wood Components, or failure to apply a coating system meeting SPW’s standards, recommendations or guidelines or sound industry practices to bare wood surfaces within the lesser of thirty (30) days after purchase, or as otherwise specified by SPW;

18. Prolonged exposure to weather in the unfinished and/or primed state;

19. Minute fracturing or surface mars in finishes occurring during the fabrication process;

20. Failures arising from the failure to periodically cap bead, check and replace weatherstrip and caulking, and to perform regular, normal or routine maintenance of a Residential Product, whether as set forth in the SPW Guides or otherwise;

21. Variance in color, grain or texture of wood;

22. Painting or staining of vinyl parts or weatherstrip;

23. Any Residential Product installed at an altitude higher than recommended by SPW, whether in the SPW Guides or otherwise;

24. Any dual insulated glass Products manufactured without capillary tubes and installed at altitudes above 5000 feet without factory pre-approval. Triple glazed insulated glass Products manufactured without capillary tubes and installed at altitudes above 2200 feet;

25. Ratting of air space grilles;

26. Scratches, imperfections or blemishes on glass surfaces that do not impair the integrity of the unit, or were not caused by SPW during the manufacturing process, or that do not materially affect normal vision or performance per the guidelines established by ASTM C1036;

27. Slight imperfections, color variations, wave or shimmering distortions in the glass related to a laminate interlayer or heat strengthening of the glass;

28. Any insulated glass unit that has an after-market tint, UV block, or other film or coating applied;

29. Damage to a Residential Product resulting from any reason other than a manufacturing defect by SPW, including, without limitation, any such damage arising, in whole or in part, from any accident, abusive handling, misuse, or as a result of any cause beyond the control of SPW (e.g. vandalism, fire, flood, earthquake, acts of God or nature, war, civil unrest, natural causes and/or natural disasters, including earthquakes, floods, tornadoes, hurricanes, typhoons or hurricane or typhoon conditions, or any other cause beyond SPW’s control);

30. Condensation, surface fogging or frost on exposed surfaces of Residential Products and any related water damage which may occur as the natural result of humidity within the structure due to changes in interior/exterior temperatures;

31. Door warpage of less than 1/4” as measured across the diagonals for doors up to 3'-6” x 7'-0” and/or 3/8” for doors over 3'-6” x 7'-0”. This does not refer to the relation of the door panel to the frame or jamb in which it is hung. (NOTE: door warpage may vary as door panels adjust to temperature and humidity in their installed positions.) Action on any claim for warpage may be deferred for up to twelve (12) months from SPW’s option to permit conditioning of the door to humidity and temperature ranges at the jobite;

32. Door warpage on doors 8 feet and taller, if such doors do not have multipoint hardware;

33. Doors with flat, low profile or ADA compliant sills will not be warranted against air and water infiltration;

34. Normal wear and tear and/or natural weathering of any surfaces, including discoloration of interior or exterior finishes, including hardware finishes;
delivered from SPW’s factory. Any freight or delivery charges beyond that destination will be the Residential Product or Component owner’s responsibility. Provision of a replacement Residential Product or Component does not extend the warranty time period for the Residential Product or Component, and the warranty time period of the original Residential Product or Component shall continue to apply. SPW may, in its sole discretion, charge the Residential Product or Component owner a fee for performing an onsite inspection if SPW believes coverage under this Limited Warranty is not clear. SPW may, in its sole discretion, refund any such onsite inspection charge if the subsequent inspection by SPW reveals a defect which is covered by this Limited Warranty.

B. As more fully set forth in Section IV below, the limited warranties set forth in Section I above are the sole and exclusive warranties provided by SPW with respect to Residential Products. As more fully set forth in Section III (A) above and subject to the terms of this Limited Warranty, the sole and exclusive remedy is repair, replacement or refund. SPW cannot and shall not be liable for any other express or implied warranties, guarantees or representations related to a Residential Product or other remedy made or provided by any distributors, dealers, salespersons or other representatives of SPW in any manner, whether written or oral. NO PARTY IS AUTHORIZED TO EXPAND OR CHANGE THE PROVISIONS OF THIS LIMITED WARRANTY IN ANY MANNER. SPW provides the Residential Products on an “as-is” basis. SPW makes no other representations, statements of fact, promises, guarantees or other warranties of any kind or nature, express or implied, with respect to the Residential Products. Except as expressly set forth herein, SPW disclaims any and all other warranties, express or implied, including any warranty relating to merchantability, fitness for particular purpose, freedom from defects, or non-infringement.

C. Limited Labor Coverage. In the event that SPW elects pursuant to Section III (A) above to provide for the repair or replacement of a Residential Product covered by this Limited Warranty, SPW will, at its cost and expense, provide the labor to repair or replace such Residential Product, the extent and/or scope of said repair and replacement shall be decided by SPW in its sole discretion, for a period of two (2) years from the date the Product was manufactured. SPW shall not be responsible for, and shall not bear any cost or expense with respect to, any repainting, refreshing or similar activities related to or arising from the repair or replacement of any Residential Product. For purposes of clarification, SPW will not be responsible for any costs or expenses related to labor for repair or replacement outside of the time period specified above.

D. Notice of Warranty Claim. SPW must receive written notice, containing the information below and at the following addresses, from a Residential Product owner claiming coverage under this Limited Warranty within the warranty period and within ninety (90) days of the date the problem with the Residential Product first became known, or should have been known through the exercise of reasonable care, to such owner. In the event that a Residential Product owner fails to comply with the foregoing, such Residential Product owner shall not be entitled to the benefits of any provision of this Limited Warranty. The notice of claim under this Limited Warranty must contain the following information:

1. The Residential Product owner’s name and telephone number;
2. The original order number;
3. The address where the Residential Product is installed;
4. A description of the Residential Product;
5. Proof of ownership of the single family detached dwelling unit in which the Residential Product is installed;
6. The name of the SPW Salesperson or Dealer from whom the product was purchased;
7. A description of the defect and the date of first discovery of the claimed defect.

The foregoing notice shall be delivered to SPW at:

SIERRA PACIFIC WINDOWS
Attn: Warranty Claim
11605 Reading Road PO Box 8489
Sacramento, CA 95828

SIERRA PACIFIC WINDOWS
Attn: Warranty Claim
575 South Whelen Avenue
Madrid, WI 54451

IV. DISPUTE RESOLUTION

A. In order to achieve a quick and final resolution of disputes, You and SPW agree that any dispute or claim of any kind or amount arising out of the sale of windows, doors, and related or associated products (“Residential Products”), or otherwise relating to SPW, shall be resolved as follows, hereinafter “Dispute Resolution Agreement” or “Agreement”:

i. The dispute or claim shall be submitted to mediation, as described herein; and
ii. If the mediation does not resolve the dispute or claim in its entirety, then that dispute or claim, or portion thereof, shall be resolved through binding arbitration, as described herein.

B. Disputes and claims subject to this Agreement include, but are not limited to:

i. Any alleged breach of contract or breach of the duty of good faith and fair dealing;
ii. Any alleged breach of warranty, express or implied;
iii. Any alleged construction defect, including any claims brought under Civil Code Section 2073 et seq. (generally referred to as “the Right to Repair Act” or “SB 805”);
iv. Any alleged violation of federal or state law or regulation;
v. Any alleged violation of consumer protection or unfair business practice;

vi. Any alleged tort claim, including but not limited to, claims for negligence, strict liability, or fraud;
vii. Any other claims, whether arising in equity or common law, and whether seeking damages, injunctive relief, specific performance, declaratory or equitable relief;
viii. Any dispute regarding the enforceability or applicability of this Dispute Resolution Agreement or any term herein;
ix. Any dispute regarding the rights, duties and obligations of the parties with respect to this Dispute Resolution Agreement.

C. Agreement to Mediate. You and SPW agree that any dispute or claim arising out of the sale of Residential Products, or otherwise relating to SPW, shall be submitted to non-binding mediation prior to any arbitration proceedings. Either party may commence mediation by notifying the other party in writing of its desire to pursue mediation and the subject of the dispute or claim. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceeding. The mediation will be held in Sacramento, California, unless the parties agree otherwise. The parties agree that they will participate in the mediation in good faith. SPW shall be responsible for paying the costs of the mediation. Each party shall be responsible for their own attorney fees and expert fees, if any. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

D. Agreement to Arbitrate. In the event that a dispute or claim arising out of the sale of Residential Products, or otherwise relating to SPW, is not resolved through mediation, You and SPW agree that such dispute or claim shall be resolved through binding arbitration. Arbitration shall be conducted with JAMS, a private alternative dispute resolution business, pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules.

SPW shall be responsible for paying the costs of the JAMS arbitration. Each party shall be responsible for their own attorney fees and expert fees, if any. The arbitration will be held in Sacramento, California, unless the parties agree otherwise. Judgment on the arbitration award may be entered in any court having jurisdiction.

E. No Jury Trial. YOU AND SPW AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE TO HAVE ALL DISPUTES HEARD AND DECIDED SOLELY BY THE ARBITRATOR CONDUCTING THE BINDING ARBITRATION.

F. No Class Action or Representative Action. YOU AND SPW AGREE THAT ALL DISPUTES OR CLAIMS SHALL BE BROUGHT ONLY ON AN INDIVIDUAL BASIS, AND SHALL NOT BE BROUGHT AS A REPRESENTATIVE OR CLASS ACTION. THE PARTIES AGREE THAT THE ARBITRATOR SHALL NOT HAVE THE POWER TO CONDUCT THE ARBITRATION AS A REPRESENTATIVE OR CLASS ACTION.

G. Limitations on Liability. You and SPW agree to waive any right to recover indirect, special, incidental or consequential damages or losses, including but not limited to, damages or losses from business interruption, loss of use, loss of business, loss of revenue, or loss of profits. You and SPW agree to waive any right to recover punitive or exemplary damages. You and SPW agree that the arbitrator is not empowered to award such damages. Some states do not allow for the exclusion or limitation of incidental, consequential or indirect damages or losses, so this limitation may not apply to you.

You and SPW agree that in no event or circumstance shall the aggregate amount of damages awarded in arbitration(s) exceed the aggregate amount paid to SPW in connection with the sale of the Residential Products; this limit applies regardless of whether damages are awarded in connection with one claim or multiple claims or one arbitration or multiple arbitrations, and regardless of the timeframe over which the claim(s) are made or arbitration(s) instituted.

H. Governing Law and Severability. This Dispute Resolution Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California, exclusive of conflict or choice of law rules. The parties acknowledge that this Dispute Resolution Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision in this paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. Secs. 1-16). In the event any aspect of this Dispute Resolution Agreement is found to be unenforceable or void, the remaining provisions of this Agreement shall remain in full force and effect.

I. Opt-Out Procedure. You may opt-out of this Dispute Resolution Agreement within twelve (12) months from the date of manufacture of your Residential Product by visiting the website www.sierrapacificwindows.com/optout and completing the form to opt-out of this Dispute Resolution Agreement.

(For additional information, including SPW Guides, care and maintenance instructions, installation instructions and previous warranties, refer to www.sierrapacificwindows.com or contact your local Sierra Pacific Windows Service Center or Dealer.)
1) C-WCDH1-3660-1(X)
   Qty: 2
   RO: 36"x60"
   Jamb: 6 9/16"
   Loc: REPLACEMENT
   Sym: Clad: 023-Black
   Sash Split: 50/50

All Window/Door operations are viewed from exterior. Pictures are NOT to scale. They are offered as a rough approximation of design and mulling sequence, therefore CAD drawings may still be required on some units.
SPECIAL WINDOW DRAWING
March 18, 2024

Callout: C-WCDH1-3660-1
Operation: X
Jamb Size: 6 9/16”
Rise:
Pitch:
Lites: 1 Lite
Lock Rail:
Location: REPLACEMENT
Symbol:
Drawing Required: No
Call for Quote: No
Net Frame Size: 35 1/2” x 59 1/2”
Rough Opening: 36” x 60”
Trim Size:
Mull Rise:
Mull Type:
Sash Split: 50/50

General
Clad: 23
Black
Pine
Natural Int
No Int Kerf
Alum Nail Fin
CoreGuard Std
Vinyl Int Beige

Hardware
2-Locks
Coil Balance
2-Finger Lift
FlexScreen
View Clear
Screen Applied
White
- Hardware
Black - Weatherstri

Trim
No Brickmould
No Sill Nose
No Drip Cap

Glass
Insulated
LoE-272
Capillary

Drawing as viewed from exterior. Net outside of frame dimensions required. Show callouts on all items.

SIGNED: ________________________________  DATED: _____________________
2535 RIVER DRIVE
HISTORIC DISTRICT DESIGN REVIEW APPLICATION
EXISTING AND PROPOSED PHOTOS

EXISTING FRONT OF HOUSE WITH EXISTING NON-HISTORIC ALUMINUM WINDOWS (CENTER)

EXISTING FRONT OF HOUSE WITH EXISTING NON-HISTORIC ALUMINUM WINDOWS (LEFT)

EXISTING FRONT OF HOUSE WITH EXISTING NON-HISTORIC ALUMINUM WINDOWS (RIGHT)

NEW FRONT OF HOUSE WITH PROPOSED WINDOWS (CENTER)

NEW FRONT OF HOUSE WITH PROPOSED WINDOW (LEFT)

NEW FRONT OF HOUSE WITH PROPOSED WINDOW (RIGHT)