# HISTORIC PRESERVATION 11.1 REVIEW

City Clerk's Office 520 3<sup>rd</sup> Street, Suite 230 / PO Box 270 Brookings, SD 57006

(605) 692-6281 phone; (605) 692-6907 fax

sbungard@cityofbrookings.org

# South Dakota State Law SDCL 1-19A-11.1 Review Required

- SDCL 1-19A-11.1 requires local governments to extend certain protections to historic properties listed on national, state or local registers.
- Local governments are not to issue a permit for any project that would encroach upon, damage
  or destroy a designated property if there is a feasible and prudent alternative that would
  prevent such encroachment or destruction.
- Projects subject to review under SDCL 1-19A-11.1:
  - Any project which requires a permit and involves the exterior of a structure within a historic district
  - Any project which requires a permit for demolition or moving and which is within a historic district or listed on the National Register
  - o Other: Rezonings, conditional use permits, street vacations

# **Applicant Name:**

Matthew Weiss, Architect, designArc Group
Dave Jones, Owner's Rep, Jacks Entertainment, LLC

Date:

REVISED: 2/13/2020

# **Project Address:**

327 Main Avenue, Brookings, SD 57006 (Formerly "Ram Pub")

# **Mailing Address:**

designArc Group; 830 2<sup>nd</sup> Street S, Brookings, SD 57006 Owner's Group: PO Box 8100, Brookings, SD 57006

# **Cell Number:**

designArc Group; (605) 691-1611 Owner's Group: (605) 691-1322

Email:

designArc Group; <u>matthew@designarcgroup.com</u>
Owner's Group: <u>David.Jones@ebankstar.bank</u>

# **Historic District:**

Commercial (Downtown)

# **General Project Description:**

The **overall project** involves the rehabilitation of the formerly named "Ram Pub" from a restaurant to a "western-themed sports bar", utilizing both the main and upper floors for the new business, while the lower level "O'Hare's" business will remain in operation as-is.

# The portion of the project pertaining to the historic preservation 11.1 review involves:

- 1. <u>Removal</u> of non-historic green window boarding and window <u>replacement</u> to match historical photos and provide enhanced thermal performance.
- 2. <u>Removal</u> of non-historic exterior paint on the main-level stone block (presuming sandstone).
- 3. <u>Addition</u> of a ramp on NW side of building serving the NW entrance door, to provide accessible entrance meeting 2015 IEBC requirements and 2015 IBC requirements.
- 4. <u>Partial Replacement</u> of the existing non-historic vestibule and canopy serving "O'Hare's" lower level entrance to enhance appearance and water-tightness of vestibule.
- 5. <u>Cleaning</u> of all cast stone trim, including window sills, column base and capitals, entablature, cornices, window/door hoods, etc. Essentially this shall cover all light trim work in the photo below.





Fig. 01 (Historic photograph of First National Bank)

Fig. 02 (Photograph taken by designArc Group)

Do you plan to repair the historic original materials?:	<u></u> '	Yes	No
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# What method will be used in treatment of the historic original materials?:

Regarding the removal of non-historic exterior paint, it is proposed per the following steps:

- 1. Determine whether the paint contains lead, and notify the appropriate parties if so.
- 2. At first attempt, it shall be removed with a medium-pressure water jet as the easiest means possible.
- 3. If a water jet method proves unsuccessful, a Mason shall be contracted to determine precisely what type of stone the affected area is comprised of. Following that, it shall be removed with an alkaline cleaner acceptable for use on the existing stone, per the findings of the Mason.
- 4. The paint and refuse water/cleaner shall be handled and disposed sustainably without runoff into the storm sewer.



Fig. 03 (Example of Paint on Limestone @ North)

Fig. 04 (Example of Paint on Limestone @ East)

<u>Regarding the cleaning of the existing cast stone trim</u>, it is proposed to follow the same steps as that above, with the exception of Item No. 1. It is anticipated that no paint (lead-based or otherwise) is present.

If the proposal includes removal of any historic original materials or exterior features or spaces, provide documentation as to the condition of the original materials and reasons for removal:

Regarding the replacement of the existing windows, the existing window sashes and frames are built of wood. Most of the original wood frames separating each of the window clusters are still intact behind the non-historic green window boarding. However, the condition of the wood frames varies from moderate deterioration to minor deterioration. Some of the original frames were previously modified for new non-historic window openings. About 40% of the original wood-sash windows are intact. The condition of the sashes varies, from moderate to severe deterioration. Several of the glass panes are broken. It is our interpretation that reuse of the existing windows and wood trim would be imprudent at this point, due to the condition as evidenced above and in the proceeding photos.



Fig. 01 (Example of several window RO's modified by previous tenant)



Fig. 02 (Picture of existing non-historic window boarding)





Fig. 03 (Example of average condition of wood framing Fig. 04 (Same as previous) and wood trim)

Special note: Any leaded-glass windows shall be carefully removed during demolition and safely stored, until placed back into the rough opening (see section below regarding new materials proposed). It is our understanding that there is leaded glass above the northwest entrance and above the current "O'Hare's" vestibule (upper lites). These are the only understood locations with leaded glass.

# If new materials are proposed, what materials will be used?:

Regarding the window replacement, we propose to use a thermally broken, aluminum storefront system for all new windows. Efforts will be made to match the existing size of each glazing lite as closely as is feasible with the product to be used. Efforts will also be made to match the color of the historic window sashes, when that is fully understood (photos represent either a "natural" or "white" sash. Using an aluminum storefront system would provide enhanced thermal performance and greater longevity to other available products.

All new glazing units are proposed to be double-pane insulated glazing units with a Low-E coating on the 3<sup>rd</sup> surface. The original glazing units were clear, uninsulated single-pane lites. Many of the flanking, lower windows were originally single-hung, while the lower-center and transom windows were all originally fixed. The new glazing units are proposed to all be fixed so as to help eliminate potential noise-pollution from the interior of the bar occupancy to the exterior sidewalk. This will also help alleviate any potential insurance concerns the Owner's group may face with operable windows in a bar occupancy anticipating the concern of heavy inebriation. The exterior lite of all glazing units is proposed to have a light gray tint. The tint level has been carefully chosen to respect the historic character of the building, but also as a practical means of some concealment of a bar atmosphere from the public way. The tint value is proposed to be either 50 or 70% light transmittance depending on Owner's selection, but no less than (darker than) 50%. See the product literature sheets.

Regarding the existing historic leaded glass windows, they shall be replaced in their original configuration behind new aluminum storefront systems. This provides the appearance outside of a uniform window style but maintains the integrity of the leaded glass from the inside, adding to the natural ambiance of a bar setting. It should also improve the longevity of the leaded glass windows themselves.

Regarding the new vestibule/canopy for the "O'Hare's" business, the New vestibule shall be built with aluminum storefront systems matching the previous, with standard gray anodized aluminum finish. The existing fabric canopy will be removed and replaced with a flat roof. The finish at the roof fascia wall is being proposed as a brake-metal finish, with color to match the anodized gray storefront mullions. The overall appearance of the new vestibule is purposefully designed to be distinctive from the original historic structure.

# If new materials are proposed, what alternatives were considered?:

THIS SECTION REVISED 2/13/2020: Regarding the window replacement, an aluminum storefront system is being proposed (see above). An alternate that was considered was an *aluminum-clad wood window, and secondly a wood-finish wood window as a less-desirable option*. See the attached product literature sheets at the end of the packet, labeled as "Alternate Windows Considered".

Several key factors led to the decision to pursue a storefront window system throughout:

- 1. Weather-Tightness: Providing a single window system within the existing masonry rough opening would reduce the possibility of water infiltration by reducing the number of components. An aluminum-clad wood window with wood framing around and in between each window cluster would require the addition of added framing, an air infiltration barrier wrap, metal flashings at each horizontal framing element at minimum, as necessary as well as a finish material that would require additional maintenance such as paint over wood. The likelihood of failure of any one of those elements is quite high in comparison to a storefront window system.
- 2. Longevity/Durability: A storefront window system and aluminum-clad wood window, from an exterior perspective, have a relatively similar durability to weather, UV, scratches, etc. However, the window system chosen has to stand up to the potential for heavy abuse at the interior as well, in the form of scratches, glass water rings, etc. with respect to the bar occupancy. A storefront window system would provide the greatest interior durability of both options considered.
- 3. **Lead Time:** Proceeding with a true wood finish window system would result in a significantly larger lead time, per discussion with various product reps of all three options considered, than a storefront window system. The reduced lead time of a storefront window system would help alleviate any concerns of being able to open the facility during their targeted seasonal window.

Regarding the new entrance vestibule/canopy, an EIFS or thin brick fascia at the roofline was considered. It was determined that an attempt to match the existing historic brick would be both difficult and untruthful about the extents of historic construction. Utilizing EIFS was determined to be avoidable, as no immediately adjacent buildings have an EIFS or stucco finish visible.

Is replacement	t of missing	feature	es propo	osed? If so, substantiate with documentary, physical, or
pictorial evide	nce:			
N/A.				
Is the project a	attempting	to qual	ify for S	tate Property Tax Moratorium or Federal Tax Credit?
	Yes	X	No	

Does the proposal involve removal or moving of a structure? Please include a narrative of all feasible and prudent alternatives that have been considered for the project, describing how all possible efforts have been made to minimize harm to the historic property, including the reasons for rejection:

N/A.

Is an addition or new construction proposed? If so, please describe and include drawing/schematics with proposal:

- Site Plan drawn to scale showing the existing structure(s) and proposed improvements. The site
  plan should clearly create a graphic representation of the building footprint(s) and any other
  elements that are part of the request.
- Elevation sketches drawn to scale showing the proposed changes including description of materials to be used (materials plan).

Please see the attached drawing files in the proceeding pages, including demo/new site plans and demo/new elevations.

Regarding the addition of a ramp to provide a means of accessible entrance, it was briefly considered to provide the accessible entrance (ramp) at the main entrance facing Main Avenue. However, we felt that this would certainly encroach upon the historic nature of the property if we were to cover the monument steps into the East entrance. Because the building was already provided with a secondary entrance facing the north, it was determined that the ramp should go at the secondary entrance. This is generally in accordance with the 2015 IEBC, which only requires one accessible entrance to historic properties.

The ramp shall be constructed of painted cast-in-place concrete walls with paint finish to match the color of the existing stone base of the building (dark 12" strip near grade), whereas the ramp surface and landing shall be gray to match the sidewalk. The original concrete steps into the building shall not be removed but covered per NPS recommendations.

The guardrail shall be a 1-1/2" dia. tube railing, with paint finish to match the mortar color of the building. The guardrail shall be designed so as not to tie into the existing brick wall, but be surface-mounted to the new ramp walls.



Fig. 01 (Northwest Entrance for proposed ramp location)



Fig. 02 (East Entrance, as predominant historic feature to avoid ramp location)

Regarding the partial replacement and new construction of the "O'Hare's" vestibule entrance/canopy, the original use (presumed to be a barber shop) of the lower level space did not include an entrance vestibule or canopy. However, the practical benefits of retaining a vestibule for the lower level (safety, snow removal, climate control) far outweigh the benefits of removing it altogether to match the historical photograph. That being, there is no direct historical precedent for the design of the new entrance vestibule/canopy.

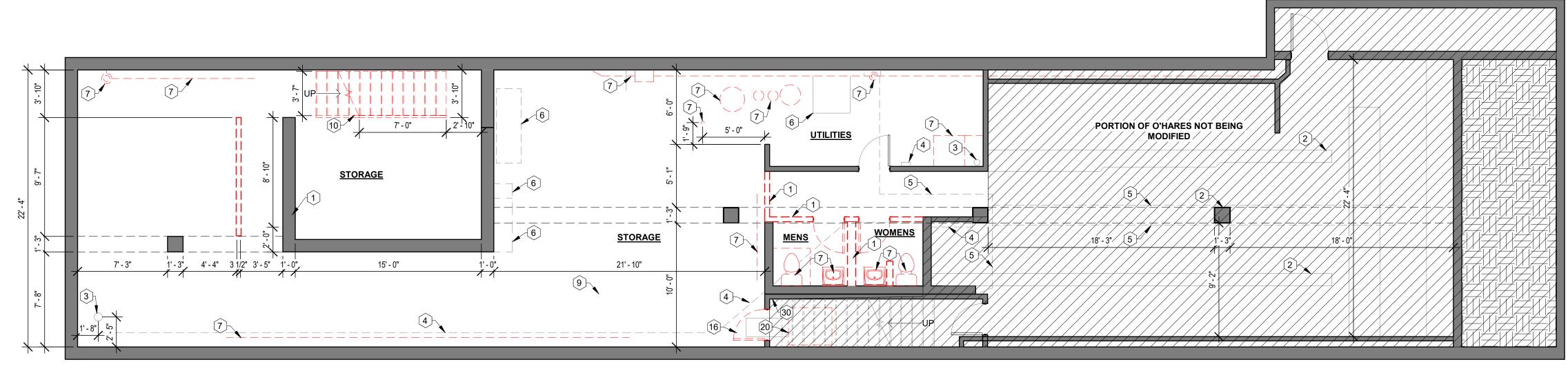
The existing non-historic entrance canopy currently "cuts" through one of the window locations. If it weren't for the green window boarding, this condition would very likely allow easy water infiltration into the vestibule. The Owner's group wishes to provide a revised entrance vestibule that does not encroach upon the existing window framing. Therefore, it is proposed to adjust both the finish opening of the hidden window, and adjust the height of the vestibule to avoid the new window framing altogether. The flat roof will be placed below the original historic leaded glass windows (upper windows); the lower window opening would be modified. A flat roof is being proposed to help maximize the remaining glazing sqft. Views will still be preserved, if limited, from the original corner window to the street. This allows the original window location and rough opening to be retained, as well as the upper leaded glass windows to remain in their shape and configuration, while providing common-sense water prevention measures with a vestibule.



Fig. 05 (Current vestibule canopy cuts thru window location)



Fig. 06 (Same canopy from other direction)







# GENERAL NOTES - FLOOR PLANS

- A. ALL DIMENSIONS FROM FACE OF STUD UNLESS CLEARLY NOTED OTHERWISE.
- B. ALL INTERIOR WALL TYPES TO BE WALL TYPE 'A1' UNLESS OTHERWISE NOTED. WALL TYPES LISTED ON SHEET T1.3.
- C. FLOOR FINISH TRANSITIONS TO BE 1/4" MAX. BETWEEN FINISH
- VERIFY ALL APPLIANCE DIMENSIONS PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES TO ARCHITECT IMMEDIATELY.
- PROVIDE WATER-RESISTANT GYP. BD. AT ALL BATHROOM WALL SURFACES UNLESS CLEARLY NOTED OTHERWISE. MAINTAIN FIRE-RESISTANCE RATING, WHERE REQ'D.
- F. CAULK PERIMETER OF ALL BACKSPLASHES. CAULK JOINT TO BE CLEAR OR MATCH COLOR OF ADJ. WALL FINISH. SEE SHEET A7.1 FOR DOOR/WINDOW/FRAME ELEVATIONS, DOOR
- SCHEDULE AND WINDOW SCHEDULE. SEE ROOM FINISH SCHEDULE ON SHEET A7.1 FOR ALL INTERIOR
- FINISHES TO BE PROVIDED. MOVABLE FURNITURE SHOWN AS REFERENCE ONLY (NOT IN
- CONTRACT). NOTE ESPECIALLY: THE SCOPE OF THIS ARCHITECT'S CONTRACT IS TO PROVIDE EXISTING FLOOR PLAN-VIEW DRAWINGS OF THE MAIN AND UPPER LEVELS, AS AS-BUILT RECORD DRAWINGS FOR THE OWNER'S LATER USE, AS WELL AS PROVIDE ASSISTANCE WITH THE CONVERSION OF THE BUILDING INTO BAR AND ANY ASSOCIATED WORK.
- K. <u>NOTE ESPECIALLY:</u> ALL EXISTING DRAWINGS AND INFORMATION THEREIN ARE APPROXIMATE AND ARE DRAWN TO A REASONABLE DEGREE OF ACCURACY, AND PRODUCED WITHOUT ANY DEMOLITION OR FULL ANALYSIS OF EXISTING CONSTRUCTION.
- NOTE ESPECIALLY: VERIFY ANY CRITICAL EXISTING CONSTRUCTION DIMENSIONS AND REPORT ANY DISCREPANCIES TO ARCHITECT IMMEDIATELY.

# ○ KEYNOTES - DEMOLITION PLANS

- 1. REMOVE DASHED PORTIONS OF WALLS WHERE INDICATED. PREP
- SURFACES FOR NEW FINISHES. EXISTING MECHANICAL COMPONENTS TO REMAIN IN PLACE.
- EXISTING PLUMBING COMPONENTS TO REMAIN IN PLACE. EXISTING ELECTRICAL LINE TO REMAIN IN PLACE.
- EXISTING SPRINKLER LINE TO REMAIN IN PLACE.
- COORDINATE W/ OWNER FOR REMOVAL, RELOCATION OR PROTECTION OF EXISTING BAR/KITCHEN EQUIPMENT. DEMOLISH INDICATED MECHANICAL/PLUMBING/ELECTRICAL
- COMPONENTS, AND CAP ABANDONED LINES ACCORDINGLY, SEE MECHANICAL/ELECTRICAL DRAWINGS FOR DETAILS. CUT EXISTING FLOOR IN AREAS INDICATED FOR INSTALL OF NEW
- PLUMBING LINES/FIXTURES EXISTING CAST-IRON ROOF DRAIN TO BE RE-ROUTED, SEE MECHANICAL DRAWINGS FOR DETAILS. REMOVE HORIZ. SEGMENT BELOW CONC. BEAM & TIE INTO NEW. CAP OLD LINES @ EXT. WALL
- ACCORDINGLY. 10. DEMOLISH EXISTING STAIR & RAILINGS WHERE INDICATED DEMOLISH PORTION OF EXISTING CONC. WALL FOR NEW STAIR
- INFILL. SEE STAIR SECTIONS FOR DETAILS. 12. DEMOLISH PORTIONS OF EXISTING FLOOR AS INDICATED FOR NEW
- STAIR INFILL. SEE STRUCT. FOR FRAMING DETAILS.
- 13. EXISTING HOLES IN FLOOR TO BE FILLED. REMOVE AN MEP COMPONENTS. SEE STRUCT. FOR DETAILS OF INFILL MATERIALS.
- 14. REMOVE AND SALVAGE EXISTING GREEN WINDOW BOARDING 15. DOOR SWING TO BE REVERSED, SEE NEW CONSTRUCTION PLAN. 16. DEMOLISH DOOR FOR NEW WALL INFILL.



# FLOOR PLAN LEGEND:

INDICATES ACCESSIBLE

INDICATES HEARING IMPAIRED ROOM, SEE ELECTRICAL.



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STAMP:

**PRELIMINARY PLANS** 

> NOT FOR CONSTRUCTION

DEMOLITION F LOWER LEVEL

PROJECT NO.

DA20\_003 **RAM PUB** 

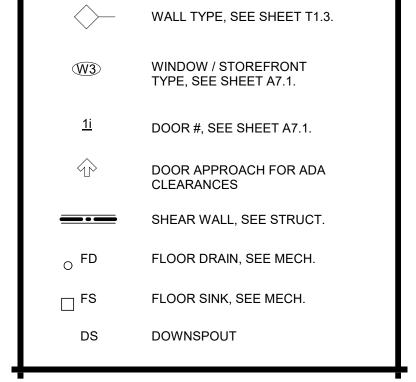
**RENOVATION** 

BROOKINGS, SD PROJECT MANAGER: MATTHEW WEISS

DATE: 02/13/2020

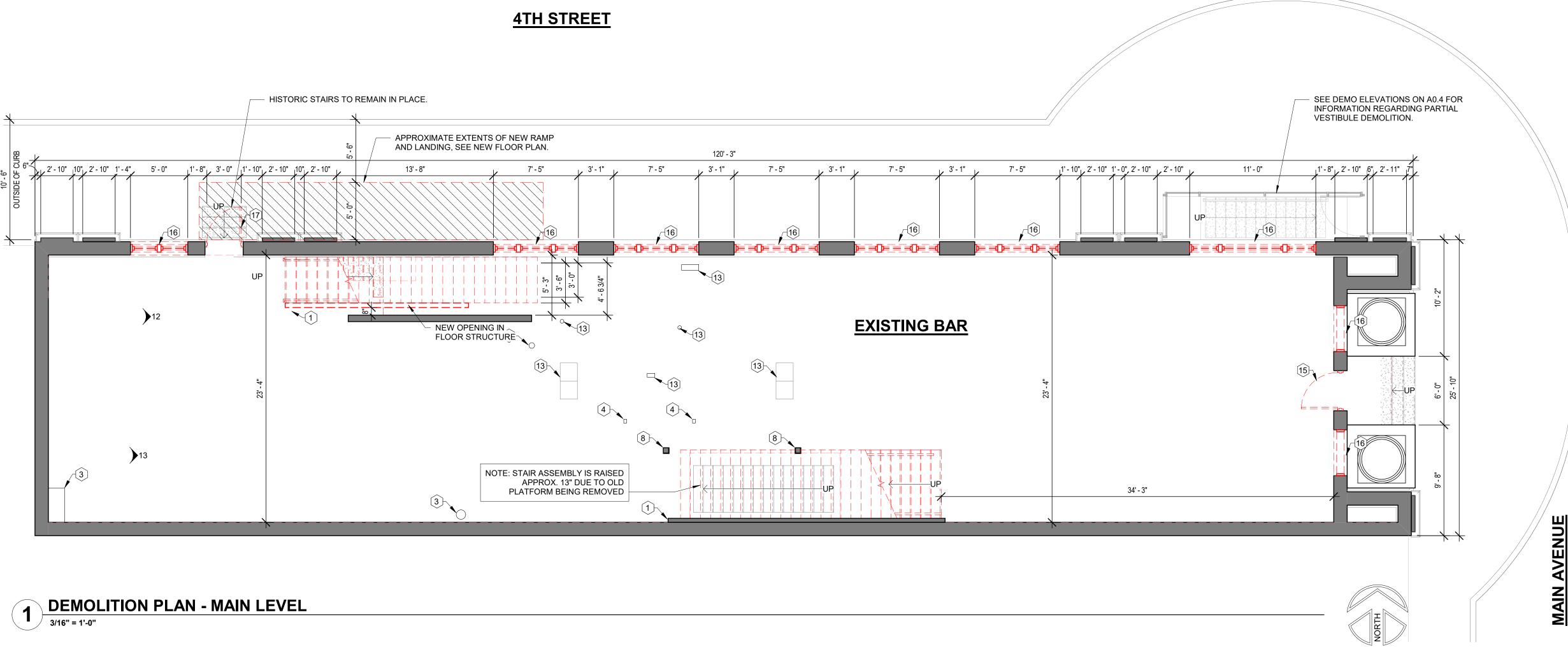
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NOTE: NOT ALL DESIGNATIONS WILL APPEAR.

PRELIMINARY PLANS - NOT **FOR CONSTRUCTION** 



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- C. FLOOR FINISH TRANSITIONS TO BE 1/4" MAX. BETWEEN FINISH
- D. VERIFY ALL APPLIANCE DIMENSIONS PRIOR TO CONSTRUCTION.
  REPORT ANY DISCREPANCIES TO ARCHITECT IMMEDIATELY.
- E. PROVIDE WATER-RESISTANT GYP. BD. AT ALL BATHROOM WALL SURFACES UNLESS CLEARLY NOTED OTHERWISE. MAINTAIN FIRE-RESISTANCE RATING, WHERE REQ'D.
- F. CAULK PERIMETER OF ALL BACKSPLASHES. CAULK JOINT TO BE CLEAR OR MATCH COLOR OF ADJ. WALL FINISH.
- G. SEE SHEET A7.1 FOR DOOR/WINDOW/FRAME ELEVATIONS, DOOR SCHEDULE AND WINDOW SCHEDULE.
- H. SEE ROOM FINISH SCHEDULE ON SHEET A7.1 FOR ALL INTERIOR FINISHES TO BE PROVIDED.
- I. MOVABLE FURNITURE SHOWN AS REFERENCE ONLY (NOT IN CONTRACT).
   J. NOTE ESPECIALLY: THE SCOPE OF THIS ARCHITECT'S CONTRACT IS TO PROVIDE EXISTING FLOOR PLAN-VIEW DRAWINGS OF THE
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  8. CUT EXISTING FLOOR IN AREAS INDICATED FOR INSTALL OF NEW
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- ACCORDINGLY.

  10. DEMOLISH EXISTING STAIR & RAILINGS WHERE INDICATED

  11. DEMOLISH PORTION OF EXISTING CONC. WALL FOR NEW STAIR
- INFILL. SEE STAIR SECTIONS FOR DETAILS.

  12. DEMOLISH PORTIONS OF EXISTING FLOOR AS INDICATED FOR NEW
- STAIR INFILL. SEE STRUCT. FOR FRAMING DETAILS.

  13. EXISTING HOLES IN FLOOR TO BE FILLED. REMOVE AN MEP
- COMPONENTS. SEE STRUCT. FOR DETAILS OF INFILL MATERIALS.

  14. REMOVE AND SALVAGE EXISTING GREEN WINDOW BOARDING

  15. REMOVE AND SALVAGE EXISTING GREEN WINDOW BOARDING.

  16. REMOVE AND SALVAGE EXISTING GREEN WINDOW BOARDING.
- 15. DOOR SWING TO BE REVERSED, SEE NEW CONSTRUCTION PLAN.
  16. DEMOLISH DOOR FOR NEW WALL INFILL.

# FLOOR PLAN LEGEND:

G

INDICATES ACCESSIBLE



WALL TYPE, SEE SHEET T1.3.

INDICATES HEARING IMPAIRED ROOM, SEE ELECTRICAL.



WINDOW / STOREFRONT TYPE, SEE SHEET A7.1.

DOOR #, SEE SHEET A7.1.



DOOR APPROACH FOR ADA CLEARANCES

SHEAR WALL, SEE STRUCT.

FD FLOOR DRAIN, SEE MECH.

○ FD FLOOR DRAIN, SEE MECH.□ FS FLOOR SINK, SEE MECH.

DS DOWNSPOUT

NOTE: NOT ALL DESIGNATIONS WILL APPEAR.



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STAMP:

PRELIMINARY PLANS

NOT FOR CONSTRUCTION

SCRIPTION: DATE:

DEMOLITION PLAN - MAIN
LEVEL

PROJECT NO.

DA20 003

RAM PUB RENOVATION

BROOKINGS, SD

PROJECT MANAGER:

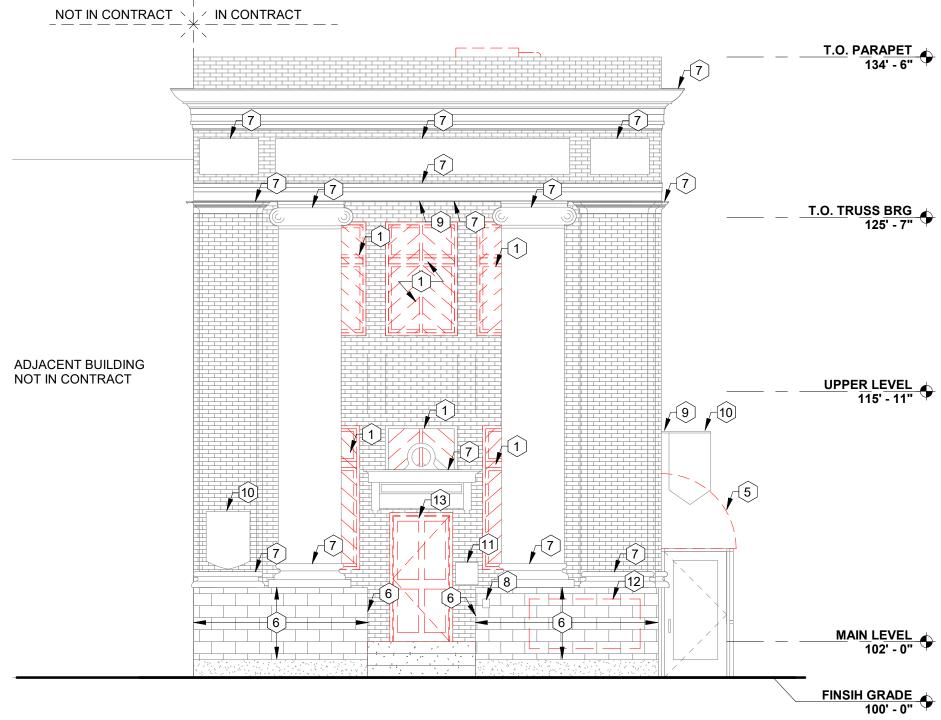
MATTHEW WEISS

DATE: 02/13/2020

SHEET:

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PRELIMINARY PLANS - NOT FOR CONSTRUCTION



**DEMOLITION ELEVATION - EAST** 

BASEMENT O

IN CONTRACT T.O. PARAPET 134' - 6" T.O. TRUSS BRG 125' - 7" ADJACENT BUILDING NOT IN CONTRACT UPPER LEVEL 115' - 11"

MAIN LEVEL 102' - 0"

BASEMENT 91' - 7"

**DEMOLITION ELEVATION - NORTH** 

**PRELIMINARY PLANS - NOT** 

# **GENERAL NOTES - DEMO ELEVATIONS**

A. CONFIRM ITEMS FOR SALVAGE WITH OWNER PRIOR TO DEMO WORK COMMENCING. REPORT TO ARCHITECT FOR RECORD.

# **KEYNOTES - DEMO ELEVATIONS**

REMOVE AND SALVAGE EXISTING GREEN WINDOW BOARDING. REMOVE EXISTING WINDOWS AND WINDOW FRAMING DOWN TO ROUGH OPENING & PREPARE R.O. FOR INFILL OF NEW ALUMINUM STOREFRONT WINDOW SYSTEMS.

REMOVE EXISTING LOUVER & ANY ASSOCIATED DUCTWORK. REMOVE EXISTING EXHAUST VENT & ANY ASSOCIATED

EXISTING LEADED GLASS WINDOWS TO BE REMOVED CAREFULLY AND STORED SAFELY UNTIL REINSTALL IN SAME PLACE/CONFIG. BEHIND NEW WINDOW SYSTEMS.

REMOVE EXISTING FABRIC AWNING / CANOPY ABOVE THE RAM

6. TO REMOVE EXISTING NON-HISTORIC PAINT: DETERMINE WHETHER THE PAINT CONTAINS LEAD, AND NOTIFY THE APPROPRIATE PARTIES IF SO. 2. AT FIRST ATTEMPT, IT SHALL BE REMOVED WITH A MEDIUM-PRESSURE WATER JET AS THE EASIEST

MEANS POSSIBLE. IF A WATER JET METHOD PROVES UNSUCCESSFUL. A MASON SHALL BE CONTRACTED TO DETERMINE PRECISELY WHAT TYPE OF STONE THE AFFECTED AREA IS COMPRISED OF. FOLLOWING THAT, IT SHALL BE REMOVED WITH AN ALKALINE CLEANER ACCEPTABLE FOR USE ON THE EXISTING STONE, PER

THE FINDINGS OF THE MASON. THE PAINT AND REFUSE WATER/CLEANER SHALL BE HANDLED AND DISPOSED SUSTAINABLY WITHOUT RUNOFF INTO THE STORM SEWER.

7. TO CLEAN ALL HISTORICAL ARCHITECTURAL TRIMWORK: 1. AT FIRST ATTEMPT, IT SHALL BE REMOVED WITH A MEDIUM-PRESSURE WATER JET AS THE EASIEST MEANS POSSIBLE.

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8. EXISTING HISTORIC PLAQUE TO REMAIN.

EXISTING LIGHTING TO REMAIN. 10. CONFIRM W/ OWNER IF SIGNAGE IS TO BE REMOVED.

11. REMOVE EXISTING MENU BOARD.

12. REMOVE EXISTING "O'HARES IS OPEN" PAINT. 13. DOOR SWING TO BE REVERSED, SEE NEW CONSTRUCTION PLAN. roup

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**PRELIMINARY PLANS** 

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PROJECT NO. DA20\_003

**RAM PUB** 

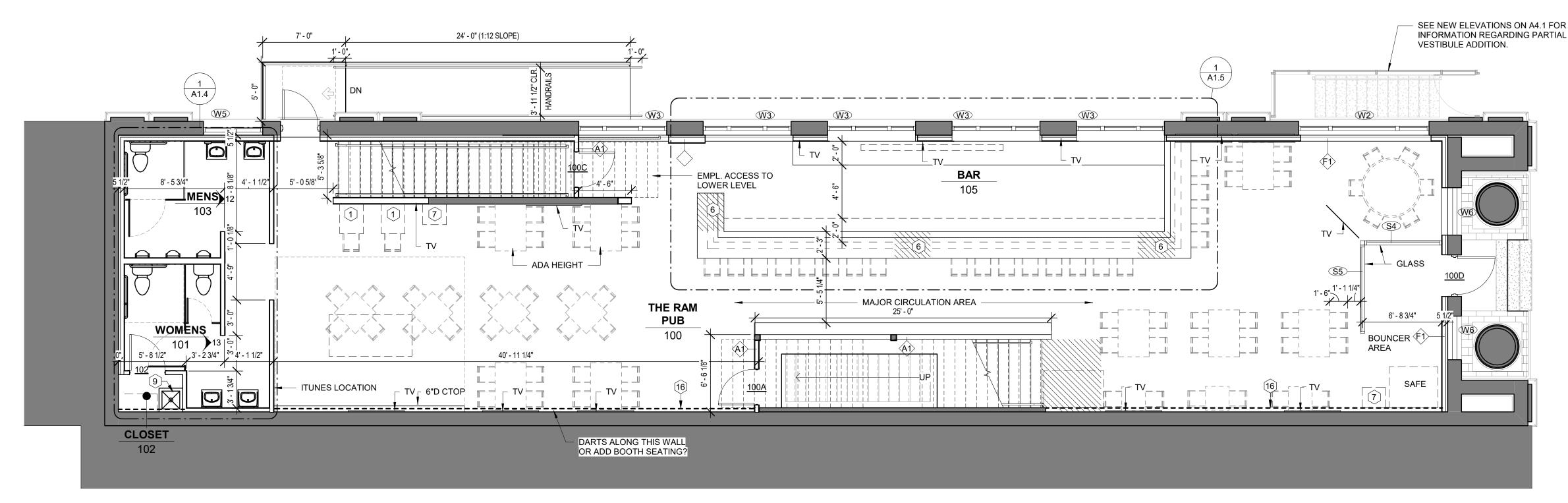
**RENOVATION** BROOKINGS, SD

MATTHEW WEISS

DATE: 02/13/2020

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**FOR CONSTRUCTION** 







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- I. MOVABLE FURNITURE SHOWN AS REFERENCE ONLY (NOT IN CONTRACT).
   J. NOTE ESPECIALLY: THE SCOPE OF THIS ARCHITECT'S CONTRACT IS TO PROVIDE EXISTING FLOOR PLAN-VIEW DRAWINGS OF THE
- MAIN AND UPPER LEVELS, AS AS-BUILT RECORD DRAWINGS FOR THE OWNER'S LATER USE, AS WELL AS PROVIDE ASSISTANCE WITH THE CONVERSION OF THE BUILDING INTO BAR AND ANY ASSOCIATED WORK.

  K. NOTE ESPECIALLY: ALL EXISTING DRAWINGS AND INFORMATION

DEGREE OF ACCURACY, AND PRODUCED WITHOUT ANY

THEREIN ARE APPROXIMATE AND ARE DRAWN TO A REASONABLE

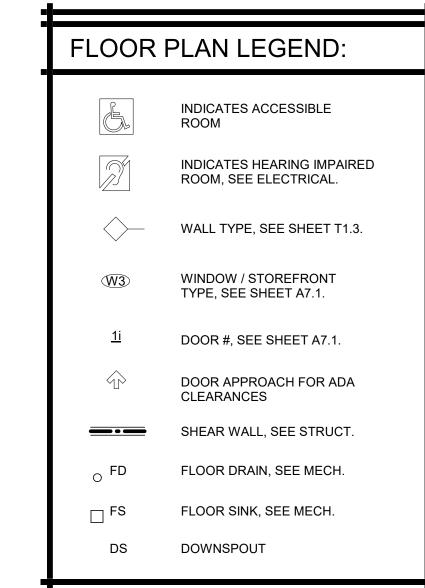
DEMOLITION OR FULL ANALYSIS OF EXISTING CONSTRUCTION.

L. NOTE ESPECIALLY: VERIFY ANY CRITICAL EXISTING
CONSTRUCTION DIMENSIONS AND REPORT ANY DISCREPANCIES
TO ARCHITECT IMMEDIATELY.

# ○ KEYNOTES - FLOOR PLANS

- NEW VLT MACHINE, CONFIRM POWER & DATA REQUIREMENTS
   NEW WALL-HUNG VITREOUS CHINA LAVATORY
- NEW WALL-HUNG VITREOUS CHINA LAVATORY
   NEW ADA COMPLIANT TOILET
- PAPER TOWEL DISPENSER, SEE ADA REQUIREMENTS FOR TYPICAL MOUNTING HEIGHTS.
   SOAP DISPENSER, SEE ADA REQUIREMENTS FOR TYPICAL
- MOUNTING HEIGHTS.
- 6. POS STATION, VERIFY POWER & DATA REQUIREMENTS7. ATM LOCATION, VERIFY POWER & DATA REQUIREMENTS
- 8. COMPUTER WORKSTATION LOCATION.
  9. NEW 2X2 MOP SINK
- 10. NEW ICE MAKER LOCATION
- 11. NEW WATER HEATER LOCATION
- 12. NEW 18"D SHELVING @ 12"H O.C. STARTING @ 2' A.F.F.
  13. NEW BAND PLATFORM, SEE ASSEMBLY TYPES. PROVIDE "SAFETY
- YELLOW" STRIPING @ EXPOSED EDGE"

  14. REMOVABLE RAILING
- 15. NEW DUCT CHASE THRU FLOOR, SEE STRUCT. FOR FLOOR HEADER REQUIREMENTS.
- 16. TUCKPOINTING REQUIRED AT EXPOSED BRICK WALL. INFILL AREAS MISSING BRICK WITH MATERIALS IN-KIND OF CLOSE AMTCH. PROVIDE SAMPLES FOR APPROVAL. MORTAR JOINTS TO BE TUCK-POINTED ALONG ALL WALLS WITH EXPOSED BRICK FINISH AS NECESSARY.



NOTE: NOT ALL DESIGNATIONS WILL APPEAR.



Architecture | Planning | Interiors

830 2<sup>nd</sup> Street South Brookings, SD 57006 | P: 605.692.4008

315 N. Main Ave. Ste. 301 Sioux Falls, SD 57104 | P: 605.692.4008

STAMP:

PRELIMINARY PLANS

NOT FOR CONSTRUCTION

DATE:

ESCRIPTION:

LAN - MAIN LEVEL

PROJECT NO.

DA20\_003 **RAM PUB** 

RENOVATION
BROOKINGS, SD

PROJECT MANAGER:
MATTHEW WEISS

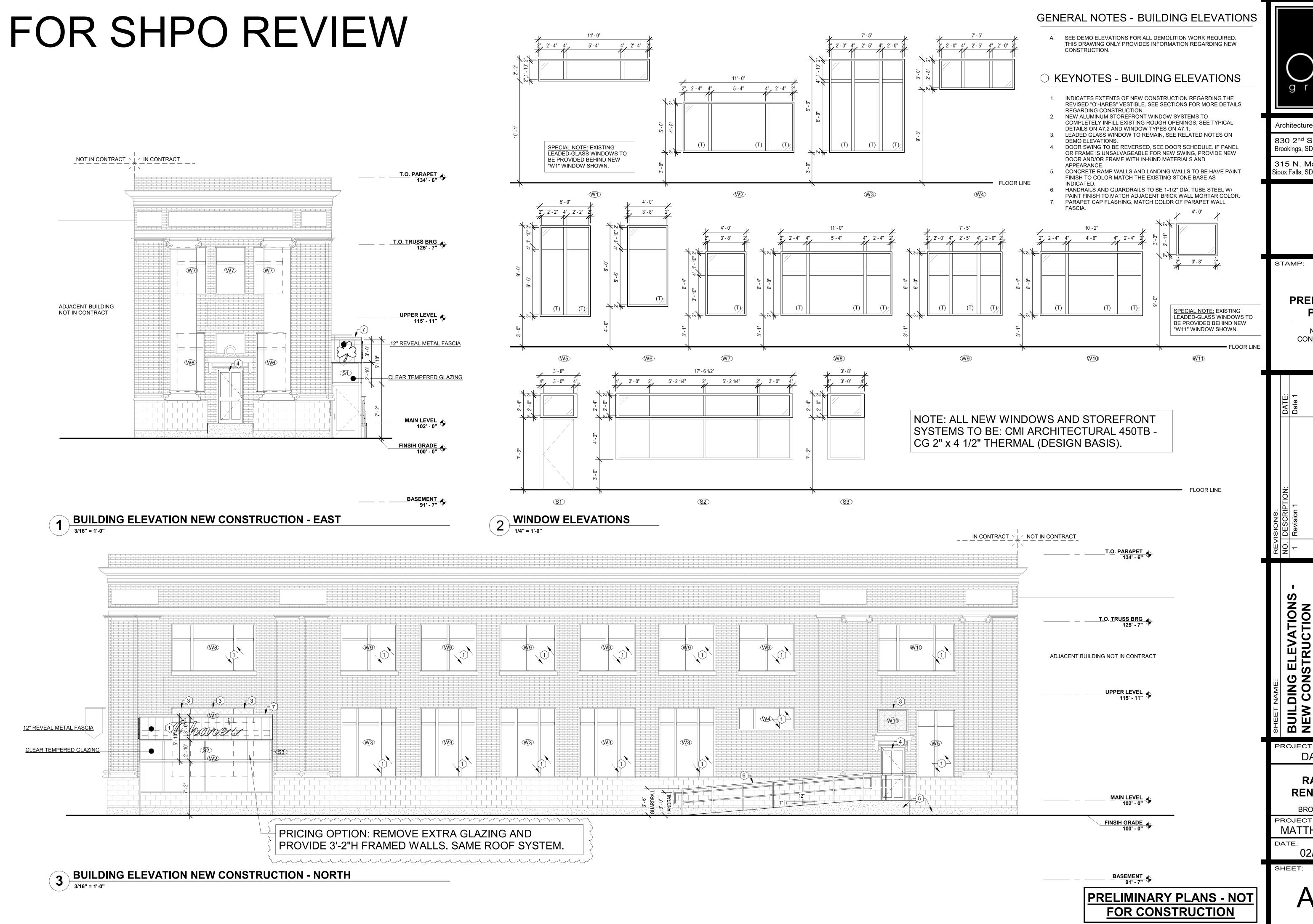
DATE: 02/13/2020

SHEET:

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INTED: 2/13/2020 12:19:28

PRELIMINARY PLANS - NOT FOR CONSTRUCTION



group

Architecture | Planning | Interiors

830 2<sup>nd</sup> Street South Brookings, SD 57006 | P: 605.692.4008

315 N. Main Ave. Ste. 30 Sioux Falls, SD 57104 | P: 605.692.4008

> **PRELIMINARY PLANS**

> > NOT FOR CONSTRUCTION

DA20\_003

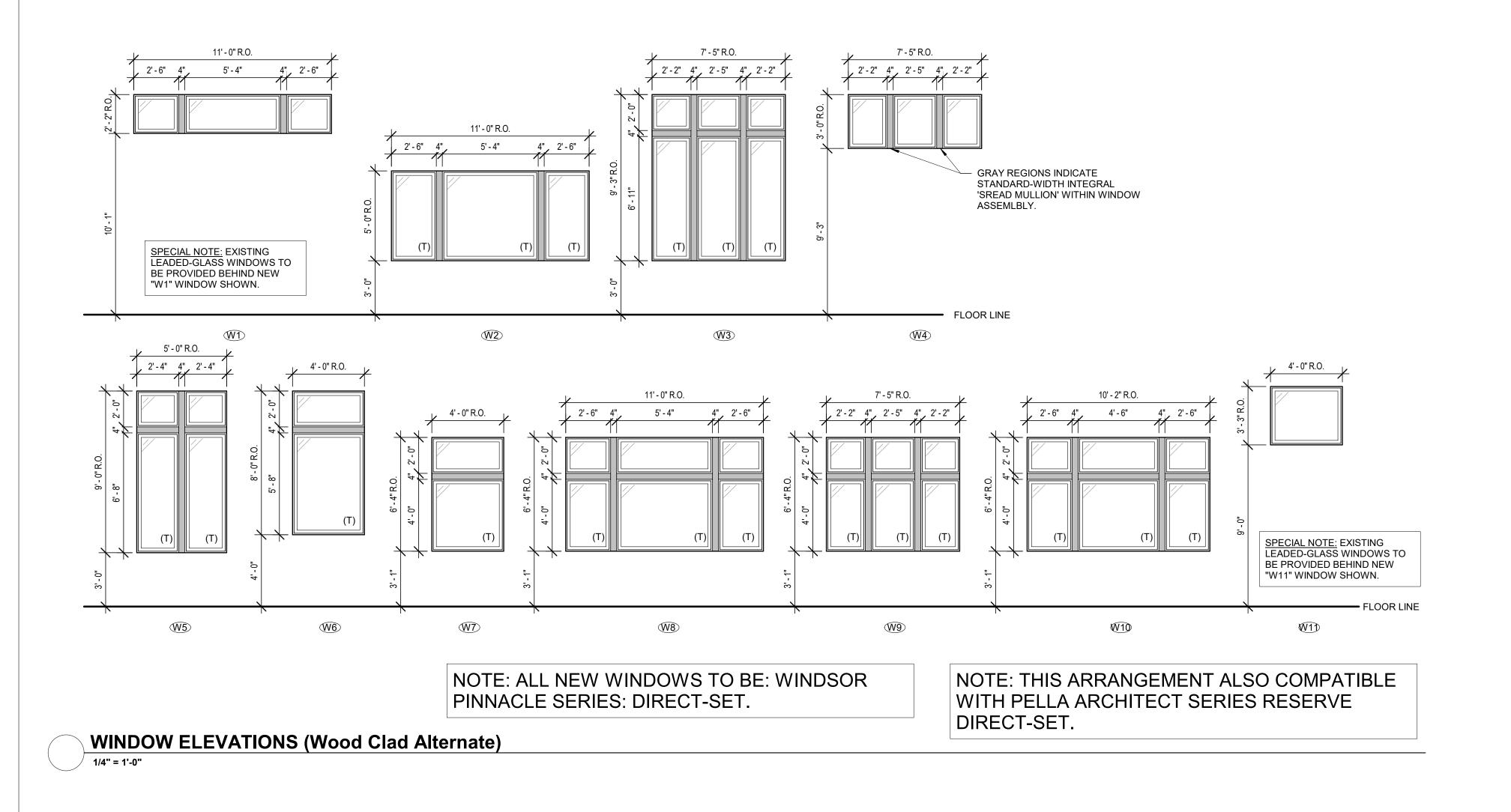
**RAM PUB RENOVATION** 

BROOKINGS, SD

MATTHEW WEISS

02/13/2020

A4.1



group Architecture | Planning | Interiors 830 2<sup>nd</sup> Street South Brookings, SD 57006 | P: 605.692.4008 315 N. Main Ave. Ste. 301 Sioux Falls, SD 57104 | P: 605.692.4008 STAMP: **PRELIMINARY PLANS** NOT FOR CONSTRUCTION DA20\_003

**RAM PUB RENOVATION** 

BROOKINGS, SD MATTHEW WEISS

02/13/2020

PRELIMINARY PLANS - NOT

**FOR CONSTRUCTION** 

A4.2

PERFORMANCE CATEGORY	WOOD WINDOW	ALUMINUM-CLAD WOOD WINDOW	ALUMINUM STOREFRONT	ADVANTAGE	REMARKS
	Pella: Architect Series Reserve; Direct-Set	Windsor: Pinnacle Series; Direct-Set	CMI Architectural: 450T BCG 2 x 4 1/2" Thermal		
Available in Max. Sizes on Plans	Y	Υ	Y	N/A	
Custom Size Pricing Required	Y	N	N	Windsor/CMI	Windsor and CMI are always custom framed and built into standard pricing
U-Value	0.28*	0.3	0.36	Pella	Residential windows typically offer better thermal performance.
Low-E Glazing Option	Y	Y	Y	N/A	All window systems will offer Low-E film.
Water Penetration Resistance	7.5 psf	6.24 psf (min.)	12 psf	СМІ	
Air Infiltration	0.11	0.3	0.06	СМІ	
Structural Design Pressure	30-50 psf	30-50 psf	50-60 psf*	СМІ	Commercial Windows are inherently required to have better structural performance.
Sound Transmission STC	32	27	32	Pella/CMI	
Standard Colors	N/A*	22	20 Kynar (8 anodic)	Pella	Paint options limitless by Sherwin Williams, Baer, PPG, etc.
Interior Finish	Factory Prime & Paint	Factory Prime & Paint	Kynar PVDF (Anodic Available)*	СМІ	Polyvinylidene fluoride (resin-based coating system); Anodic (electro-chemical process)
Interior Finish Warranty	2 years	2 years	10 year	СМІ	, , ,
Exterior Finish	Factory Prime & Paint*	Kynar PVDF	Kynar PVDF	Windsor/CMI	Paint finish will need to be reapplied far quicker than PVDF.
Exterior Finish Warranty	2 years	20 year	10 year	Windsor	
Product/Assembly Warranty*	10 year limited	Limited 20/10	3 year	Windsor	Std. warranty period not necessarily representative of product performance, varies by company
Projected Longevity*	30 years	40 years	60 years +	СМІ	All values were verbal estimates from each product sales rep, not in literature.

This chart created for value-based analysis strictly for the Ram Pub Renovations Project. MJW 2/13/2020

# WINDOW COMPARISON CHART

# SELECTED WINDOW PRODUCT

# [di/iii Architectural

Home

**Products** 

Services

What's New

**Contact Info** 

Company Info

Industry Partners

450TB - CG 2 x 4 1/2" Thermal

Specifications
CAD Details
Test Reports
Wind Load/Dead Load Charts
Installation Instructions
Project Photos

CMI Series 450TBCG(center glazed) store front framing incorporates an energy efficient thermal break within aluminum tubular frame components to achieve optimum thermal performance when combined with 1" insulating glass . Fabrication and installation ease make this system a leading choice for a wide variety of entrance, storefront and independent fixed window applications.

# Features:

- 2" x 4 1/2" profile framing
- Center Glazed glass orientation
- 1/4" or 1" flush glazed infill capabilityArchitect: Mohagen Hanson Architectural Group
- Curved frame capabilities
- Splayed mullion and door frame for radiused applications
- Water resistance rated to 12 PSF differential pressure (ASTM E331)
- U value = 0.37 btu/hr.ft/F (AAMA 1503-09)
- Temporal CRF frame = 67 (AAMA 1503-09)
- U-value(RANGE) = 0.29 to 0.51 btu/hr.ft/F (AAMA 507-07)
- U value = 0.36 btu/hr.ft/F (NFRC 102-2010)
- CR = 44 (NFRC 500)
- Compatible with CMI's complete line of stile-and-rail, flush panel and aluminum plank doors
- Integrated door framing components
- Screw spline or shear block assembly methods
- Concealed assembly fasteners
- Universal EPDM push-in glazing gaskets for ease of glazing
- Easily integrate CMI 200T casement, awning and hopper style operating vent windows
- Compatible with CMI 278-SSG zerosightline awning vent windows
- Independently tested air infiltration, water infilitration, structural and thermal performance
- Full spectrum color choice in Anodized or high performance Kynar resin based paint coatings



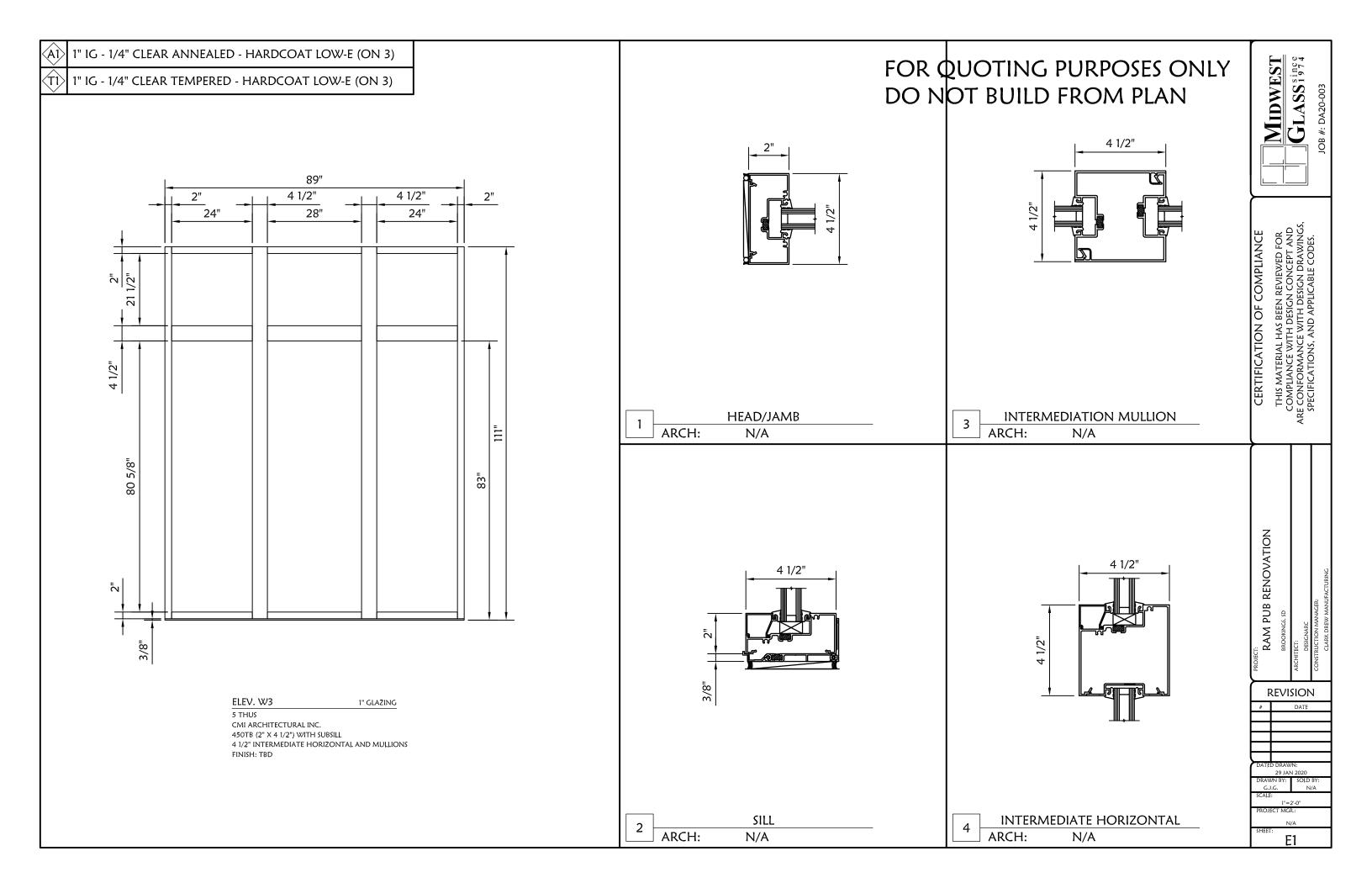
Project: Town Center Plaza

Location: Plymouth, MN

Glazing Contractor: Artic Glass

# CMI Architectural Products, Inc.

© 2010 CMI Architectural





# 450 TB

# SPECIFICATIONS

# I. GENERAL

## DESCRIPTION

Work included: Furnish all necessary material, labor and equipment for the complete installation of aluminum framing as shown on the drawings and specified herein. (Specifier Note: It is suggested that related items such as glass, sealants and entrances be included for single source responsibility.)

Work Not Included: Structural support of the aluminum framing, trim, shims, and perimeter sealants. (Specifier list any other exclusions.)

Related Work Specifies Elsewhere: (Specifier List).

# **QUALITY ASSURANCE**

Drawings and specifications are based upon the 450 TB framing system as manufactured by CMI Architectural Products, Inc., De Smet, SD. Whenever substitute products are to be considered, supporting technical literature, samples, drawings and performance test data must be submitted ten (10) days prior to bid in order to make a valid comparison of the products involved. Test reports certified by an independent test laboratory must be made available upon request.

# PERFORMANCE REQUIREMENTS

AIR INFILTRATION: Shall be tested in accordance with ASTM E 283. Air infiltration shall not exceed .06 CFM per square foot of fixed area at a test pressure of 6.24 P.S.F.

WATER INFILTRATION: Shall be tested in accordance with ASTM E 331. No water penetration at a test pressure of 8.0 P.S.F.

THERMAL PERFORMANCE: Shall be tested in accordance with ASTM C-236 and AAMA 1502.7. The assembly shall have a maximum U-value of 0.42 and a minimum CRF of 60.

STRUCTURAL PERFORMANCE shall be based on:

- Maxumum deflection of L/175 of the span and
- Allowable stress with safety factor of 1.5

The system shall perform to these criteria under a windload of (Specify) \_\_\_\_\_\_PSF (Architect to specify.)

# II. PRODUCTS

### **MATERIALS**

Extrusions shall be 6063-T5 alloy and temper (ASTM B221 alloy G.S. 10A-T5). Fasteners used for assembly, shall be aluminum, stainless, or zinc plated steel in accordance with ASTM A 164-71. Perimeter anchors shall be stainless, or zinc plated steel. (Anchors are provided by the glazing contractors). Glazing gaskets shall be E.P.D.M., Elastomeric or Neoprene.

Thermal break material shall consist of a two-part high density polyurethane. Separation of interior and exterior sections shall be a minumum 1/4 inch.

### **FINISH**

All exposed aluminum surfaces shall be free of scratches and other serious blemishes. All exposed surfaces shall be given a caustic etch followed by an anodic oxide treatment to obtain the following finish: (Specifier select).

An Architectural Class II clear anodic coating in accordance with the Aluminum Association Standard AA-M12 C22 A31 designated as #20 Clear.

An Architectural Class I anodic coating with integral color in accordance with the Aluminum Association Standard AA-M12 C22 A44 designated as #33 Dark Bronze.

(Specifier note: Champagne, Lt. Bronze, Medium Bronze, and Black are available colors offered at a premium price.)

ORGANIC COATING: High performance fluorocarbon coatings in accordance with AAMA 2605. Color as selected by Architect and offered at a premium price.

### **FABRICATION**

The framing system shall provide for flush glazing on all sides with no projecting stops. Vertical and horizontal framing members shall have a nominal face dimension of 2". Overall depth shall be 4-1/2". All intermediate horizontal frame members shall have plasitic water diverters installed per manufacturers directions to provide positive water control. All frames shall be set onto a thermally broke aluminum sill flashing as directed by the manufacturer.

## III. EXECUTION

# **INSTALLATION**

All aluminum frames shall be installed in their prepared openings as detailed and shall be level, square, plumb, and according to manufacturer's instructions and approved shop drawings. Perimeter shims shall be located under glass set ting blocks, vertical mullions, and as additionally necessary. All joints between framing and the building structure shall be sealed at both interior and exterior in order to secure a weather tight installation.

## PROTECTION AND CLEANING

After installation, the General Contractor shall protect exposed aluminum surfaces from damage by other trades. The General Contractor shall be responsible for the final cleaning.

(NOTE: Product improvements may require specification changes without notice.)

# 1.8 WARRANTY

- A. Special Assembly Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of aluminum-framed systems that do not comply with requirements or that deteriorate as defined in this Section within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Structural failures including, but not limited to, excessive deflection.
    - Noise or vibration caused by thermal movements.
    - Deterioration of metals, metal finishes, and other materials beyond normal weathering.
    - d. Adhesive or cohesive sealant failures.
    - e. Water leakage through fixed glazing and framing areas.
    - f. Failure of operating components to function properly.
  - 2. Warranty Period: Three years from date of Substantial Completion.

Thank you,

# **Garred Gascoigne**

p (605)692-7251 | f (605)697-6875 | e Garred@Midwestglass.net
w www.MidwestGlass.net | a 1333 Main Ave. S. Brookings, SD 57006
MIDWEST GLASS
Your Door & Window Store | Since 1974



# Standard Colors (\* see note on back)





Carnival Red II LT726



Classic Copper LT727



Champagne Pearl LT728



Pewter LT729



Silver LT730



What makes Linetec the finisher of choice for so many manufacturers and specifiers?

From what they tell us, it's the reliability and quality that comes from working with an industry leader. As the nation's largest independent architectural finisher, Linetec offers liquid Kynar<sup>®</sup> and Hylar<sup>®</sup> PVDF coatings, powdercoat, and anodize finishes as well as a variety of other value-added services.

SOUTH FLORIDA WEATHERING

# **PAINTING**

Linetec enjoys partnerships with PPG, Valspar, and Akzo Nobel, the leading manufacturers of high-performance architectural Kynar® and Hylar® PVDF coatings. With over 30,000 unique colors in our palette and the ability to match almost any color in-house, you can be assured that Linetec will provide the perfect color for your project.

# UNLIMITED COLORS

Linetec's in-house computerized blending offers you an unlimited choice of colors in Kynar® and Hylar® PVDF coatings and baked enamel paints. We provide 48-hour custom color matching service and reliable lead times on custom color orders. Color consistency is exceptional from batch to batch and project to project.

# **QUALITY**

**AAMA 2605** 

Through the use of our 5-stage chrome pretreatment system and our highly automated paint line, Linetec is able to produce top quality finishes with consistent results. With this technology and our Quality Assurance team inspecting every job for color, mil thickness, appearance and multiple other performance specifications, you can be assured of the best possible finish.

**AAMA 2604** 

**AAMA 2603** 

# **AAMA PAINT SPECIFICATIONS**

10 yrs - fade = 5 Delta E	5 yrs - fade = 5 Delta E	1yr-"slight" fade
10 yrs - 50% retention	5 yrs - 30% retention	No specification
10 yrs - 10% loss	5 yrs - 10% loss	No specification
10 yrs - chalk = 8	5 yrs - chalk = 8	1 yr -"slight" chalk
4,000 hours	3,000 hours	1,500 hours
4,000 hours	3,000 hours	1,500 hours
70% Kynar 500® PVDF 70% Hylar 5000® PVDF	50% Kynar® PVDF 50% Hylar® PVDF	Baked Enamel
	10 yrs - 50% retention 10 yrs - 10% loss 10 yrs - chalk = 8 4,000 hours 4,000 hours 70% Kynar 500® PVDF	10 yrs - 50% retention 5 yrs - 30% retention 10 yrs - 10% loss 5 yrs - 10% loss 10 yrs - chalk = 8 5 yrs - chalk = 8  4,000 hours 3,000 hours 4,000 hours 3,000 hours 70% Kynar 500® PVDF 50% Kynar® PVDF

# **CARE & CLEANING**

The Kynar® and Hylar® PVDF based products that meet AAMA 2604 and AAMA 2605 specifications are warranted to retain their color and gloss level for many years. To assure they retain their original beauty, these highly durable finishes should be cleaned occasionally. When selecting a cleaning solution use mild soap solutions; avoid using strong acid or alkali cleaners as they may damage the finish. For additional information regarding care and cleaning contact your Linetec representative or visit www.linetec.com.

With Linetec there is almost no limit to the paint colors available. We have the capabilities to in-house blend 70% Kynar 500® and Hylar 5000®, 50% Kynar® and Hylar®, and Baked Enamel paints. To view more paint selections: Valspar's, PPG's, and Akzo Nobel's paint cards are available via our website at www.linetec.com. Metal color chip samples can be ordered directly from our website.

- \* Standard Colors are two coat in-house blendable paints. Normal lead-times apply. Please indicate desired paint system when ordering (70%, 50%, or Baked Enamer).
- \*\* Premiere Colors require additional processing, lead-times, and cost. Please indicate desired paint system when ordering (70%, 50%, or Baked Enamel).



Linetec and <Paint Vendor> make the following Limited Warranty to <Cust>, for Project # <#> -

# SAMPLE 10 YEAR LIMITED WARRANTY 70% PVDF PAINT TYPE

Thank you for purchasing our <70% PVDF paint type> family of spray coatings for aluminum. We are pleased to present you with <Paint Vendor> ten (10) year <70% PVDF paint type>Limited Warranty and Linetec's ten (10) year paint application Limited Warranty.

The warranty period for each of these limited warranties starts on the date of substantial completion, effective date <SCD>, but the effective date should not be later than 6 months from Linetec's paint application date. Customer is responsible for notifying Linetec of the date of substantial completion. Should Customer fail to notify Linetec, the Effective Date, for purposes of this Limited Warranty, will be Linetec's delivery date.

<Paint Vendor> warrants that for ten (10) years after the Effective Date, the factory applied finish supplied by <Paint Vendor> and applied by Linetec:

- a) Will not chip, crack or peel (lose adhesion), due to <Paint Vendor> manufacturer defect, but this does not include minute fracturing which may occur in proper fabrication of building parts.
- b) Will not chalk in excess of ASTM D-4214 number eight (8) rating, determined by the procedure outlines in ASTM D-4214 specification test.
- c) Will not change color more than five (5) Delta-E Hunter units (square root of the sum of square Delta L, Delta a, and Delta b) as determined by ASTM method D-2244 method 6.3. It is acknowledged by Customer that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements.

Exotic colors will receive a full ten (10) year warranty if they have the <Paint Vendor> recommended clear coat applied.

Linetec's Limited Warranty will apply where the failure is caused by the misapplication of the <70% PVDF paint type> products (that is in situations where the coating was not applied in accordance with ASTM D 1730, Type B, Method 5 or ASTM B 449 Section 5).

If you believe that the <70% PVDF paint type> products you purchased fail to comply with either <Paint Vendor> or Linetec's Limited Warranty, the company whose Limited Warranty has been breached in that company's opinion will pay for labor and material for repainting, or repairing the part showing the failure. In the event that both <Paint Vendor> and Linetec's Limited Warranties are breached, in their opinions, the companies will be jointly responsible for performing corrective work. But in either case, you must notify Linetec of the alleged failure in writing within thirty (30) days after your discovery of the alleged defect, otherwise the warranty is void as to that claim. Upon receipt of your written notice of claim, Linetec will determine the exact cause of the failure using ASTM, AAMA and NCCA testing procedures as specifically as possible. Your cooperation and assistance will be necessary to make these determinations. Should Linetec determine, at its sole discretion, that the <70% PVDF paint type> products failed and that the terms of this Limited Warranty apply, Linetec will repair, or replace the part, at its sole discretion. If Linetec repaints, it will use standard painting practices, but will not necessarily use <paint type> products. Linetec reserves the right to approve any contract between customer and any third party for the purpose of correcting the defective product. This Limited Warranty only applies to the part refinished, repaired, reclad, or replaced for the unexpired portion of the Warranty period.

Neither <Paint Vendor> nor Linetec's Limited Warranty applies when the failure is caused by things that we don't control. Such intervening events or circumstances include, but are not limited to the following:

- Acts of nature;
- o Fire, floods or other casualty or physical damage;
- o Government restrictions;
- o Acts of aggression or terrorism by any person or entity;
- o Harmful fumes or foreign substances in the environment;
- o Improper storage or packaging of the part or product before installation (e.g. water damage due to condensation);
- o Product failure due to improper usage and/or application;
- o Failure to provide reasonable routine and documented maintenance, and/or improper maintenance, including, but not limited to, use of chemical cleaning agents not in accordance with AAMA recommendations or failure to use a systematic maintenance cleaning program in areas of high salt concentration;
- o Corrosive atmosphere found in the interior of buildings, which affect the interior surface of material;
- O Standing or ponding water on the metal;
- o Excessive building movements;
- Work performed or materials supplied by others;
- o Post forming or welding of parts; Improper treatment of finished material, such as scratching or abrading during fabrication or installation, or fabrication at temperatures below 60° F;
- O Defects in the metal or in the fabrication (e.g. die lines, pitting, travel marks, etc.);
- o Previously painted material unless it has been stripped to bare aluminum by Linetec;
- o Material which is used outside the continental U.S., unless expressly approved in writing by Linetec;
- o Corrosion of the metal substrate for any reason;
- O Any external contaminant or condition which causes coating degradation or delamination;
- o Finish deterioration originating from unpainted or exposed metal, such as unfinished saw cuts, unfinished joinery edges, punches, weep holes, or drill holes; Incompatibility between materials, including, but not limited to, galvanic corrosion due to contact with adjacent dissimilar metals such as stainless steel, etc;
- Damage to the painted metal occasioned by moisture or other contamination detrimental to the finish because of improper storage of the finished metal prior to installation as outlined in AAMA Publication 10, "Care and Handling of Architectural Aluminum From Shop to Site."

The legal remedies described in this Limited Warranty are the sole exclusive remedy of Customer. This Limited Warranty shall be void if payment from Customer is not received within the period listed in Customer's contract or PO or in the absence of a specific time period within a commercially reasonable time frame.

LINETEC MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING ITS PRODUCTS, OR ITS SELECTION AND APPLICATION, INCLUDING, BUT NOT LIMITED TO, COMPLIANCE WITH BUILDING CODES, SAFETY CODES, LAWS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Total liability for Linetec under this Limited Warranty for any reason or origin is limited in total to the original purchase price for finishing the part(s). This Limited Warranty is extended solely to the Customer. It is nontransferable and non-assignable, and the Customer shall not permit or authorize its employees, agents, representatives or customers to claim, represent or imply that this Limited Warranty extends or is available to anyone other than the Customer.

In the event of a material breach by the Customer of any of the conditions of this Limited Warranty, Linetec shall have no liability for any Product failure claims.

Failure to pay Linetec in full for original finishing services will automatically make this Limited Warranty null and void.

Linetec will not be liable for indirect, incidental or consequential damages of any kind. The limited warranty of any products replaced or repaired under this Limited Warranty shall be limited to the remainder of the original warranty period. Linetec reserves the right to reasonable field access to diagnose and repair any product alleged to be defective. This Limited Warranty may not be modified by anyone and it may not be changed by provisions or statements in any documents, included but not limited to your purchase order forms or our acceptance forms, unless such changes are made in writing and signed by the president or a vice president of Linetec.

This Limited Warranty is provided in lieu of any other warranty requirements or obligations, including those of Project Specifications or Non-Linetec General Conditions or documents.

All notices given and claims made under or pursuant to this Limited Warranty shall be in writing and sent by certified or registered mail, postage prepaid, return receipt requested to: Linetec, Attn: President, 725 S. 75<sup>th</sup> Avenue, P. O. Box 1767, Wausau, WI 54402-1767 and <Paint Vendor>, Attn: <Contact>, <Paint Vendor Address>

By proceeding to use our products and services on your Project, you accept the terms of these Limited Warranties.

SAMPLE	
Rick Marshall, President	Date



# ALTERNATE WINDOW PRODUCT #1 Pinnacle Direct Set & Radius

# Features and Benefits

- [1] The warmth and beauty of Clear Select Pine, Douglas Fir or Natural Alder; can be painted or stained
- [2] Clad units offer a strong, durable extruded aluminum frame for low maintenance; primed units offer the traditional appearance of decorative trim
- [3] Glass is replaceable in case of damage
- [4] 1-1/4" frame on direct set and 3/4" frame on radius/low profile direct set creates unmatched strength and stability
- [5] Silicone-injected frame corners create a stronger and more attractive joint

# Glazing

- Windsor Glazing System provides 3/4"
   double pane insulated glass; Cardinal®
   LoE 366 glass standard; tinted, tempered,
   obscure and laminated glass available
- Glazed with silicone sealant
- Custom and special glass types available
- Preserve protective film optional

# **Exterior Trim**

- Clad windows available with WM 180 brickmould, clad extruded Williamsburg and 3-1/2" flat casing (direct set only)
- Primed windows available with WM 180 brickmould, WM 180 brickmould with flange, Williamsburg, 3-1/2" flat, 4-1/2" backband, 5-1/2" flat or plantation casing; 2" bull nose sill nose, casement subsill or 2" casement subsill

## Grilles

Windsor Divided Lite (WDL) = simulated divided lite

- 7/8" and 1-1/4" Stick Grille
- 3/4" and 1" Profiled Inner Grille
- 13/16" Flat Inner Grille
- 7/8" and 1-1/4" Ogee WDL
- 5/8", 7/8", 1-1/4" and 2" Tall and Short Putty WDL
- 5/8", 7/8", 1-1/4" and 2" Tall and Short Contemporary WDL
- 2" Simulated Check Rail (Direct set only)
- Standard and custom grille patterns available

# **Finishes**

 Interior – Clad windows available in Clear Select Pine, Douglas Fir, Natural Alder, primed, painted white or painted black interior finishes; primed windows available in Clear Select Pine, primed or painted white interior finishes
 Exterior – Clad windows feature heavy-duty



# Clad Colors

All clad colors painted in-house with the highly durable AAMA 2604 standard finish, or upgrade to AAMA 2605 for the most challenging of environments

- 23 Standard Clad Colors available in 2604 and 2605 finish
- 20 Feature Clad Colors available in 2604 and 2605 finish (Custom color matching is also available)
- 7 Matte Clad Colors available in the 2604 finish only
- 8 anodized finishes

# Performance Ratings

For current performance ratings, visit our website at windsorwindows.com and click on "Professional Information" in the menu bar



# Pinnacle Series

# **CLAD DIRECT SET**

# **SPECIFICATIONS**

# **PART 1 - GENERAL**

# 1.01 SECTION INCLUDES

- A. Factory assembled aluminum clad wood direct set windows, glass and glazing, and [grilles].
- B. Anchorages, attachments, and accessories.

# 1.02 RELATED SECTIONS

- A. Section 01340 Shop Drawings, Product Data, and Samples.
- B. Section 01610 Delivery, Storage, and Handling.
- C. Section 01710 Final Cleaning.
- D. Section 07200 Batt and Blanket Insulation.
- E. Section 07920 Sealants and Caulking.
- F. Section 08800 Glass and Glazing.

## 1.03 REFERENCES

- A. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM):
  - 1. ASTM E-283 Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors.
  - ASTM E-547 Water Penetration of Exterior Windows, Curtain Walls, and Doors by Cyclic Static Air Pressure Difference.
  - 3. ASTM E-330 Structural Performance of Exterior Windows, Curtain Walls, and Doors under Uniform Static Air Pressure Difference.
- B. AMERICAN ARCHITECTURAL MANUFACTURERS ASSOCIATION (AAMA):
  - AAMA/WDMA/CSA 101/I.S.2/A440-11 North American Fenestration Standard/Specification for Windows, Doors and Skylights.
- C. WINDOW & DOOR MANUFACTURERS ASSOCIATION (WDMA):
  - 1. WDMA I.S-4 07 Industry Standard for Water-Repellent Preservative Treatment for Millwork
- D. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)
- E. NATIONAL FENESTRATION RATING COUNCIL (NFRC)

# 1.04 PERFORMANCE CRITERIA

- A. Patio Door units shall meet requirements in accordance with AAMA/WDMA/CSA 101/I.S.2/A440-11.
- B. Air leakage shall not exceed 0.30 cfm per sq.ft. of sash when tested in accordance with ASTM E-283 at 1.57 psf.
- C. No water penetration shall be allowed when tested in accordance with ASTM E-547.
- D. Window units shall withstand positive and negative wind loads without damage. The units shall be tested in accordance with ASTM E-330.

# 1.04 PERFORMANCE CRITERIA

- A. Direct Set units shall meet requirements in accordance with AAMA/WDMA/CSA 101/I.S.-2/A440-11.
- B. Air leakage shall not exceed 0.30 cfm per sq.ft. of sash when tested in accordance with ASTM E-283 at 1.57 psf.
- C. No water penetration shall be allowed when tested in accordance with ASTM E-547.
- D. Window units shall withstand positive and negative wind loads without damage. The units shall be tested in accordance with ASTM E-330.

# 1.05 SUBMITTALS

- A. Shop drawings shall be submitted in accordance with Section 01340.
- B. Product data in the form of general catalogs, test lab reports, product performance, and warranty information shall be submitted in accordance with Section 01340.
- C. Samples showing glazing, quality of construction, and finish shall be submitted in accordance with Section 01340.

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# Pinnacle Series CLAD DIRECT SET

# **SPECIFICATIONS**

# 1.06 DELIVERY, STORAGE, AND HANDLING

- A. In compliance with Section 01610, window units shall be delivered undamaged and with protective packaging. Complete installation and finishing instructions shall be included.
- B. Store units in a clean, dry place off the ground in an upright position.

# **PART 2 - PRODUCTS**

### 2.01 MANUFACTURER

A. Pinnacle Series Direct Set window units as manufactured by Windsor Windows & Doors.

# 2.02 MATERIALS

- A. Frame: Shall be select pine treated with water repellent preservative in accordance with NWWDA I.S.-4. Exposed exterior portion shall be extruded aluminum sealed at corners with injected silicone. Jamb thickness shall be 1-1/4". Standard set up jamb width shall be 4-9/16" (4-1/8" basic jamb with 7/16" extender). Other jamb extension available to match finished wall thickness. Vinyl hinged nailing fin and drip cap are utilized for frame installation. Rigid aluminum nail fin and color matched drip cap option is available. Natural Alder and Fir interior option is available.
- B. Finish: All aluminum exterior surfaces shall be covered with a factory applied, polyester powder-coat paint in 22 standard and 20 feature colors. Anodized colors are also available.
- C. Glazing: Shall be 3/4" double pane LoE 366 insulating glass as standard, glazed with double-faced tape, a full perimeter bead of silicone, and interior wood stops. A wide array of other glass options is offered including clear, tinted, tempered, and obscure. Cardinal's Preserve<sup>TM</sup> option is available on all LoE 366 glass. It is a removable, factory-applied protective film adhered to both interior and exterior surfaces of the glass.
- D. Grilles: (Extra when specified) Colonial grilles shall be select pine with moulded edges. Stick grilles are fastened to sash with press pins, while perimeter grilles use a hidden clip system. Stick grilles and perimeter grilles are available in 7/8" or 1-1/4" widths. White, cinnamon, bronze, tan, ivory, hunter green, or black; aluminum inner grilles (in air space) are also available in 13/16" flat, 3/4" profiled, or 1" profiled. Two-toned inner grilles (3/4" profiled only) are available with a white interior, and a bronze, green, tan, ivory, or black exterior. Windsorlite (WDL) simulates true divided lite, but is created by adhesively fixing the wood interior and aluminum exterior to the surfaces of the insulated glass. WDL is available in 7/8" and 1-1/4" standard, 5/8" putty, and 7/8" putty with standard interior. All are available with or without inner bar between the glass. Exterior bars are available in 22 standard and 20 feature colors.

08-15

# Pinnacle Series CLAD DIRECT SET

# **SPECIFICATIONS**

# **PART 3 - EXECUTION**

# 3.01 EXAMINATION

A. Verify that there is no visible damage to the unit before installation.

# 3.02 INSTALLATION

- A. Verify the rough opening is of the recommended size and that it is plumb, level, and square.
- B. Install the window unit in accordance with the manufacturer's recommendations.
- C. Install sealant, backing material, and insulation around opening perimeter in accordance with Section 07900 and Section 07920.

# 3.03 ADJUSTMENT AND CLEANING

- A. Cover the window unit to avoid damage due to spray paint, plaster, and other construction operations.
- B. Remove all visible labels and instructions.
- C. Final cleaning of glass in accordance of Section 01

08-15



# DINACLE LIMITED 20/10 WARRANTY

OPTIONAL EXTENDED-LIFE 30-YEAR EXTERIOR ALUMINUM FINISH WARRANTY

Windsor Windows & Doors, as manufacturer, warrants from the date of manufacture that all Pinnacle windows and patio doors will be free from defects in materials and workmanship that significantly impair their operation and proper usage, subject to conditions and limitations within. This warranty is transferable to subsequent structure owners, up to the time limits of the warranty. To achieve optimum performance from your Windsor products, and to preserve the warranty, please refer to the Windsor Care and Use Guide on our website, www.windsorwindows.com.

Windsor would like to thank you for selecting our Pinnacle products. We are confident that they will provide you with comfort, aesthetics and value for many years to come. As with any product warranty, there are certain limitations and disclaimers that must be included so that all parties are assured that the product is being installed and used properly. Our intent is to make this warranty as clear and user-friendly as possible.

www.windsorwindows.com

# ATTENTION! THIS DOCUMENT CONTAINS AN ARBITRATION AGREEMENT AND JURY-TRIAL AND CLASS-ACTION WAIVERS THAT AFFECT YOUR LEGAL

**RIGHTS.** By purchasing, installing or using this product without opting out as provided below, you agree to arbitrate any dispute you may have with Windsor relating to your Windsor products and to waive your rights to a jury trial and to participate in class-action or class-arbitration proceedings relating to any such disputes. **YOU CAN OPT OUT OF THIS ARBITRATION AGREEMENT AND THESE WAIVERS AS SET FORTH BELOW.** 

Pinnacle products carry a **"Limited 20/10 Warranty,"** which provides coverage against insulated glass seal failures for 20 years and coverage for workmanship and materials for 10 years. In addition, we are now introducing optional extended-life exterior aluminum surface finishes that extend the warranty on such finishes to a period of 30 years (see #2 below for details).

There are five primary components to Pinnacle products, and the assurances and warranty provisions are specific to each:

Insulated glass used in Pinnacle products: 20 years — Windsor warrants that, from the date of manufacture, and under normal conditions, the non-impact and impact insulated glass will not develop any material visual obstructions as a result of premature failure of the insulated glass seal. If a failure of seal occurs, Windsor will provide replacement insulated glass only, for 20 years free of charge. Replacement glass will be shipped F.O.B. factory. NOTE: There is no coverage for any associated costs, such as installation, disposal or refinishing.

### 2. Exterior aluminum surface finishes

**AAMA 2604:** Standard finish – 20-year warranty\* **AAMA 2605:** Optional upgrade – 30-year warranty, **Anodized:** Optional upgrade – 5-year warranty,
no warranty for coastal applications\*

- Warranty: Windsor warrants that exterior aluminum surface finishes, when exposed to normal atmospheric conditions, will not peel, check, crack, blister, flake or lose adhesion. This warranty begins on the date of manufacture. Please be aware that exterior aluminum surface finishes will weather and fade over time in any environment. Weathering, chalking and fade will vary depending on conditions, such as exposure to heavy salt spray environments, airborne pollution, elevation, orientation, altitude and other atmospheric conditions. To prolong the life and appearance of the finish coating, it is required that exterior cladding be cleaned and maintained according to a scheduled maintenance program. If paint failure should occur, Windsor reserves the right to determine the best method for corrective action.
- See Windsor's website, www.windsorwindows.com, for cleaning and maintenance instructions; also refer to AAMA 610.1-79. Windsor's website has additional information about each of the available finishes.
- \*Coastal applications: Applies where units are installed within one mile of the coast. For all finishes except anodized, warranty period is limited to 10 years for these applications.

3. All other parts and components: 10 years (including. but not limited to, such items as weatherstrip and hardware) - Window and door hardware components are usually manufactured by others and purchased by Windsor for use in our products, Windsor warrants its Pinnacle hardware components, under normal conditions. against premature component failure that substantially impairs the operation or performance of the part or component. In the event of such a failure, Windsor will provide no-charge replacement parts for 10 years from date of manufacture of the Windsor product, Since Windsor purchases many of these parts and components from others. Windsor cannot guarantee that the exact model or design will be available in the future, and usually, the current model will be provided. NOTE: There is no coverage for any associated costs, such as installation. disposal or refinishing.

### 4. Window Sash Opening Limiting Devices

- Always refer to applicable building codes when considering the purchase, installation and application for use as a Window Opening Control Device (WOCD). Also, refer to ASTM F2090-10 for additional information.
- If Window Sash Opening Limiting Devices are going to be installed, carefully follow all information provided with the Window Sash Opening Limiting Devices, including installation, operation and safety information. Proper installation of Window Sash Opening Limiting Devices, pursuant to applicable building codes, ASTM F2090-10, and the included installation information, along with application of tags/labels including the safety instructions left attached for the homeowner, allows these devices to be used as Window Opening Control Devices.
- Supervision is still required around windows where Window Sash Opening Limiting Devices have been installed.

5. Painted interior finishes: Two years – Windsor warrants that under normal conditions, factory-applied interior paint will not peel, check, crack, blister, flake or lose adhesion for a period of two years from date of manufacture. If Windsor determines, subject to the terms and exclusions of this warranty, that a paint failure has occurred, Windsor shall, at its sole discretion, determine the best method for corrective action, which usually includes one of the following:

 refinish all or a portion of the product;
 furnish, at no charge, a replacement component part; or 3) refund the original purchase price of the item in question.

("Interior primed only" products are **excluded** from the interior factory-applied paint warranty.)

# The remedies provided in this limited warranty will be forfeited by the occurrence of any of the following conditions:

- Improper installation of the window or door unit. (Installation instructions are factory applied on each unit.)
- Improper installation of multi-slide door unit. Windsor requires an outdoor overhang depth (extended out beyond the face of the door) equal to or greater than the frame height of the multi-slide door. The overhang width must be at least equal to the width of the door.
- Failure to properly finish/protect/maintain windows, doors and their components within 60 days of installation will forfeit any and all warranties for finishes, as well as warranties applicable to materials and components related to the finish. Failure to properly finish/protect wood components, CPVC components and/or all interior surfaces within 60 days of installation according to finish manufacturers' recommendations and industry standard finishing methods. Failure to properly maintain any and all finishes, interior or exterior, including finishes applied to components made from CPVC, wood, vinyl or aluminum. (See Windsor's Care and Use Guide at www.windsorwindows.com.)
- Damage caused by acts of God or some other cause outside Windsor's control.

WARNING: PAINTING of cellular PVC or any PVC surfaces with a paint not specifically formulated for PVC materials will forfeit the product warranty.

WARNING: PAINTING of cellular PVC or any PVC surfaces with a color darker than L-56 (on the scale where 0=black and 100=white), even with a paint specifically formulated for PVC, will forfeit the product warranty.

- · Conditions that exceed the design parameters of the windows.
- Improper removal of any permanent warning or identification labels from the product or products.
- Installation in a non-vertical or sloped application.
- Damage from accident, misuse or abuse.
- Alteration, modification or use for a purpose other than that for which it was intended or designed. (Including, but not limited to, paint applied to vinyl and damage resulting from security systems applied or attached to our product.)
- · Application of door closures on Pinnacle doors.

- Application of any tint, UV limiting or sun blocking film to either interior or exterior surfaces of the glass, or the use of film shades.
- Use in or around ships, boats, trailers, campers, swimming pools, hot tubs, spas, saunas or greenhouses.
- Installation exceeding 5,000 feet above sea level, unless high altitude breather tubes have been factory installed.
- · Exposure to harmful chemicals.
- Mulling (connecting or attaching) Pinnacle product(s) to those of another manufacturer.
- Failure to follow Windsor's Care and Use recommendations, (See Windsor's Care and Use Guide at www.windsorwindows.com.)
- Failure to maintain painted interior finishes. (See Windsor's Care and Use Guide at www.windsorwindows.com.)
- Failure to comply with the claims procedure outlined herein.

# Exclusions – The following items or conditions are specifically excluded from the remedies provided by this warranty:

- Remedies requested for any labor for removal, repair or replacement of defective parts, products or glass, or any repainting or refinishing costs, except as noted above.
- 2. Remedies requested for any consequential, incidental or punitive damages.
- 3. Remedies requested for damage caused by or adjustment required from:
  - a. Improper handling, installation or maintenance and/or delivery by others.
  - b. Exposure to conditions beyond performance specifications and/or design limitations.
  - c. Water infiltration other than as a result of a manufacturing defect.
  - d. Condensation and damage caused by the failure to resolve condensation.
  - e. Damage to glass, metal, cellular PVC, PVC or any other surfaces caused by brick wash, sanding, improper cleaning/washing, chemicals or airborne pollutants.
  - f. Minor scratches, and/or minor glass imperfections that do not impede or severely obstruct normal viewing area, and do not impact the structural integrity of the insulated glass.
  - g. Reflective distortion of any kind, including, but not limited to, color, tint, hue or waves inherent to annealed, coated, laminated and tempered glass.
  - h. Heat gain, vinyl distortion or damage of any kind, including, but not limited to, effects due to the reflective properties of glass and its finishes.
  - i. Alignment/location of inner grids of less than or equal to 1/8" from specified location.
- j. Stresses to product caused by building defects, movement of the building in which the windows are installed, and/or components of that building, including building settlement.
- k. Catastrophic weather or acts of God, including fire, wind or wind-blown objects.
- I. Normal weathering, wear and tear.

- 4. Any applicable taxes and freight. (Replacement parts will be shipped to the closest Windsor distributor at Windsor's expense, or the option to ship directly to the homeowner at the homeowner's expense.)
- Remedies requested for glass breakage, including stress cracks, unless Windsor determines that the breakage or cracking is the result of a manufacturing defect.
- 6. Remedies requested for special glazing.
- 7. Laminated and/or impact glass will have a warranty limited to five years against delaminating of PVB or SGP inner liner.
- Windsor does not warrant the percentage of inert gas present in high-performance products. Gas dissipates over time at different rates depending upon use and conditions.
- 9. Remedies requested for inner grid rattle due to lack of uniform supported structure of product, in which the operation of the product or of another product causes vibration harmonics into the Windsor product and induces inner grid to vibrate against the insulated glass, creating a noise.
- 10. Remedies requested for brass and oil rubbed bronze hardware finishes for finish loss, tarnishing or wear.
- 11. Remedies requested for corrosion, tarnishing or operation of standard hardware in high salt spray environments.
- Remedies requested for anodized aluminum exterior finish variances in appearance of color, dielines, pitting and chalking are not warranted.
- 13. Remedies requested for painted interior finish failures related to, but not limited to, knots, finger joints, stile and rail separation, joint separation of components, failures resulting from cracking/splitting/raised grain of the substrate, improper installation, lack of maintenance, moisture penetration, condensation or improper cleaning.
- 14. Remedies requested for fading or chalking of exterior aluminum surface finishes are warranted only when chalking exceeds number (8) chalk rating using ASTM 4214-98, and fading or color change is greater than 5 delta E in accordance with ASTM D-2244-02.
- 15. Remedies requested for wood texture, color variations and other wood characteristics within Windsor's specifications.
- 16. Remedies requested for natural warping of wood components unless the "warp" exceeds 1/4"; warping includes bowing, cupping and twisting.
- 17. Remedies for swinging doors over seven feet tall, without factory installed multi-point locking hardware, as these products are not warranted against warping or performance.
- Remedies for any special or custom product or item that is manufactured according to specification provided by the customer.
- 19. Remedies requested for any product in a size that is greater than that shown in our catalog; these products are purchased "as is" without any warranty.
- 20. Remedies requested for any product purchased without factory installed glazing; these products are purchased "as is" without any warranty.

- 21. Remedies requested for any product installed in structures that do not allow for proper management/drainage of moisture, including, but not limited to, exterior insulation and finishing systems (EIFS) or "synthetic stucco" without engineered drainage system.
- 22. Remedies requested for products manufactured by others.
- Remedies requested for water infiltration when using handicap sill. Due to the low profile height, warranty will be forfeited.

# Limits of Liability – Where lawful, this warranty is in lieu of all other warranties, expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose.

- No distributor, dealer, employee, salesperson or representative of Windsor has any authority to change or modify this warranty in any way.
- Windsor is not liable for any consequential, incidental or punitive damages, costs of installation of replacements or costs of refinishing window or door components or adjacent parts/millwork.
- Windsor shall make the final determination as to whether or not a defect exists.
- In addition to, or in lieu of remedies provided herein, Windsor, at its sole discretion, may repair or replace a defective part or product, or refund a portion of the original purchase price.
- Windsor reserves the right to perform warranty work or arrange for another party to perform warranty work.
- In no event shall the liability of Windsor Windows or any seller of Windsor products arising out of a product defect exceed the original purchase price of the product.
- In the event any provision is found to be unenforceable, the remaining provisions shall remain in full force and effect.
- Any component or product repaired or replaced pursuant to this warranty is warranted for the remainder of the original warranty period,
- Affixed to Windsor's windows are stickers identifying various WDMA and NFRC ratings. These ratings are not performance warranties because window performance will be impacted by conditions and may change over time. These ratings may also apply to single units only, not mulled configurations.
- This is not a warranty of future performance. It is only a warranty to provide the remedies described herein.
- Windsor is not responsible for determining the suitability of its products for particular applications and locations. Nor is Windsor responsible for compliance with building standards, including applicable building codes.
- Windsor makes no warranties whatsoever with respect to accessories or parts not supplied by the manufacturer.
- Windsor may elect to perform repairs in situations where Windsor does not believe any warranty violations exist.
   This does not constitute a waiver of any of the provisions of this warranty.

### **Warranty Claim Procedure**

If you have any questions regarding this warranty or have a claim under the provisions of this warranty (your "Claim"), please contact your local authorized independent Windsor distributor or one of our manufacturing facilities listed on the back of this brochure. To process a Claim, you must furnish the glass code (numbers and/or letters printed within/upon the insulated glass unit). If you have questions about locating the glass code, please contact one of the Windsor facilities OR REFER TO THE SUPPORT PAGE ON OUR WEBSITE. You must notify your local independent Windsor distributor or Windsor of any defects within a reasonable time, but no later than 30 days after the defect is discovered or reasonably should have been discovered, and within the period covered by the warranty. Windsor may require any defective parts be returned to Windsor or our closest distributor. In order to process a Claim, Windsor reserves the right to inspect the product before it is removed or modified in any way. Windsor field visits may result in service charges if a non-warranty site survey is required and/or requested.

# **Response by Windsor**

Windsor will have 30 days to respond to your Claim, with an explanation of what Windsor is willing to do relative to your Claim. Please keep in mind that this response may include an explanation of some action Windsor would like to take, such as conducting further investigation, or it may state that Windsor is not willing to take any action. We point this out to make it clear that Windsor is committing to respond to your Claim, not agreeing to remedy the problems described in every Claim it receives. If you are in any way dissatisfied with Windsor's response to your Claim, you must follow the steps of Windsor's Dispute Resolution Process as outlined below.

## **Dispute Resolution Process**

You and Windsor agree that any Dispute arising out of or related to the Windsor products shall be resolved pursuant to the terms of the Dispute Resolution Process defined in this warranty. The term "Dispute" shall mean any and all claims based on any theory (including, but not limited to, contract, warranty, tort, product liability, strict liability, fraud, consumer protection, subrogation or any other applicable statute, regulation, ordinance or common law) arising out of or related to your Windsor products (including, but not limited to, the design, manufacture, sale, distribution, marketing, warranty, service, use, performance, installation or purchase of your Windsor products) and/or the validity or enforceability of this Warranty and/or the Arbitration Agreement.

### **Notice of Dispute**

The first step in the Dispute Resolution Process is for you and Windsor to attempt to resolve your Dispute informally. To initiate the Dispute Resolution Process, you must provide Windsor with a Notice of Dispute. You can do so either by visiting www.windsorwindows.com/support, which will take you to a form that you need to complete, or by calling Windsor at 1-800-218-6186.

### **Response by Windsor**

Windsor will have 60 days to respond to your Notice of Dispute by providing a written explanation of what Windsor is willing to do relative to your Dispute,

# Arbitration Agreement and Jury-Trial and Class-Action Waivers

If you and Windsor are unable to informally resolve your Dispute to your satisfaction, you may seek to formally resolve your Dispute through arbitration. BY PURCHASING, INSTALLING OR USING THIS PRODUCT WITHOUT OPTING OUT AS PROVIDED BELOW, YOU AGREE TO ARBITRATE ANY DISPUTE YOU MAY HAVE WITH WINDSOR RELATING TO YOUR WINDSOR PRODUCTS AND TO WAIVE YOUR

RIGHTS TO A JURY TRIAL AND TO PARTICIPATE IN CLASS-ACTION OR CLASS-ARBITRATION PROCEEDINGS RELATING TO ANY SUCH DISPUTES. The full terms and conditions applicable to this Arbitration Agreement and these waivers are set forth in Windsor's "Arbitration Agreement," which is incorporated herein by reference and is available at www.windsorwindows.com/support or by calling Windsor at 1-800-218-6186.

## **Arbitration Opt-Out Option**

YOU CAN OPT OUT OF THE ABOVE ARBITRATION AGREEMENT AND WAIVERS. To do so, you must notify Windsor within 90 calendar days of the date you purchased or otherwise took ownership or other interest in your Windsor products either by visiting www.windsorwindows.com/support and completing the Opt-Out Form located there, or by calling Windsor at 1-800-218-6186. Opting out of the Arbitration Agreement will not affect the coverage provided by any warranty applicable to your Windsor products.

# **Failure to Follow Procedures or Processes**

The failure to follow any of the steps outlined in the Claims Procedures or Dispute Resolution Process sections of this document does not alter, waive or void any of the terms of this document. Opting out, as described above, is the only way to alter, waive or void the Arbitration Agreement and waivers described herein

# **Applicable Law and Severability**

This Dispute Resolution Process, including, but not limited to, issues related to its enforceability and effect, will be governed by the laws of the State of Minnesota without regard to conflict of law principles. If any term(s) of this Dispute Resolution Process, Arbitration Agreement and/or waivers is/are found to be invalid or unenforceable in any particular jurisdiction, that term will not apply to that issue in that jurisdiction. Instead, that term will be severed with the remaining terms continuing in full force and effect,

Effective on Pinnacle products manufactured after 1/15/2018.



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www.windsorwindows.com

Connect With Us













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# **ALTERNATE WINDOW PRODUCT #2**



WOOD

# Pella® Architect Series® Reserve™

\$\$\$\$-\$\$\$\$\$



Pella Architect Series Reserve double-hung window FEATURES

 $\label{products} \mbox{Historically-accurate wood products with detailed craftsmanship}$ 

Exceptional durability with extruded aluminum cladding

Virtually endless customization with shapes, sizes and colors

WINDOW STYLES

Special shapes, custom sizes and fixed configurations are also available.



AWNING



BAY OR BOW



CASEMENT



DOUBLE-HUNG



SINGLE-HUNG

PATIO DOOR STYLES







# Colors & Finishes pella architect series reserve

### **WOOD TYPES**

Choose the wood species that best complements your home's interior. White oak, red oak, cherry and maple are available as custom solutions.







# PREFINISHED PINE INTERIOR COLORS

When you select pine, we can prefinish in your choice of seven stains or three paint colors. Unfinished or primed and ready-to-paint are also available.





























# ALUMINUM-CLAD **EXTERIOR COLORS**

Our low-maintenance EnduraClad® exterior finish resists fading. Take durability one step further with EnduraClad Plus which also resists chalking and corrosion.\* Custom colors are also available.



# ANODIZED **EXTERIOR FINISHES**

Choose a premium matte look with a decorative, durable exterior. Custom champagne, medium bronze, extra dark bronze and copper anodized finishes are also available.









 $<sup>^{\</sup>star}$  Endura Clad Plus protective finish is not available with all colors. See your local Pella sales representative for availability.

# Grilles pella architect series reserve

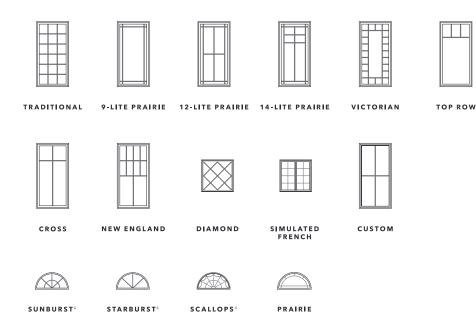
## GRILLES

Choose the look of true divided light, removable roomside grilles or make cleaning easier by selecting grilles-between-the-glass.



## **GRILLE PATTERNS**

In addition to the patterns shown here, custom grille patterns are available.



 $<sup>^{\</sup>rm 1}$  Color-matched to your product's interior and exterior color.

 $<sup>^{2}</sup>$  Appearance of exterior grille color may vary depending on the Low-E insulating glass selection.

 $<sup>^{\</sup>rm 3}$  Only available with matching interior and exterior colors.

<sup>&</sup>lt;sup>4</sup> Only available with a curved product or curved glass.

# Window Hardware pella® architect series® reserve™

## CLASSIC COLLECTION

Get a timeless look with authentic styles in classic finishes.



FOLD-AWAY CRANK Antiek



FINISHES:

















### **RUSTIC COLLECTION**

Create a distinct and charming look with distressed finishes.



FOLD-AWAY CRANK Antiek



FINISHES:





# **ESSENTIAL COLLECTION**

Select from popular designs and finishes to suit every style.



FOLD-AWAY CRANK



CAM-ACTION LOCK











SATIN NICKEL





# Added Security

INSYNCTIVE\*
TECHNOLOGY

Choose optional built-in security sensors powered by Insynctive technology so you know at a glance if your windows are closed and patio doors are closed and locked.

# Patio Door Hardware\* PELLA® ARCHITECT SERIES® RESERVE™

### CLASSIC COLLECTION

Choose timeless pieces for a look that will never go out of style.



# MODERN COLLECTION

Achieve the ultimate contemporary look with sleek finishes.



# **RUSTIC COLLECTION**

Stand out with bold looks and create an utterly unique aesthetic.



### **ESSENTIAL COLLECTION**

Elevate your style and transform your home with elegant selections.



Different patio door hardware options available on Pella® Scenescape™ bifold and multi-slide products. See pella.com or contact your local Pella sales representative for availability.

# Glass pella architect series reserve

INSULS	HIELD*
LOW-E	GLASS

Advanced Low-E insulating dual- or triple-pane glass with argon or krypton<sup>1,2</sup>

AdvancedComfort Low-E insulating dual-pane glass with argon'

NaturalSun Low-E insulating dual- or triple-pane glass with argon or krypton<sup>1,2</sup>
SunDefense<sup>™</sup> Low-E insulating dual- or triple-pane glass with argon or krypton<sup>1,2</sup>

# ADDITIONAL GLASS OPTIONS

HurricaneShield® products with impact-resistant glass<sup>2,3</sup>

Laminated (non-impact-resistant)<sup>3,4</sup>, tinted<sup>1,3</sup> or obscure<sup>1,3</sup> glass also available on select products

STC (Sound Transmission Class)-improved dual-pane sound glass<sup>2,5</sup>

# Screens<sup>6</sup>

### **ROLSCREEN**\*

Rolscreen soft-closing retractable screens roll out of sight when not in use.

(Available on casement windows and sliding patio doors only.)

# INTEGRATED ROLSCREEN

A fully concealed Rolscreen that moves seamlessly with the sash – appearing when you

open the window and rolling completely away when you close it.

(Available on single- and double-hung windows only.)

# FLAT

InView<sup>™</sup> screens are clearer than conventional screens. Vivid View<sup>®</sup> window screens offer the sharpest view.

# ADDITIONAL SCREEN OPTIONS<sup>2</sup>

Optional wood veneer can be added over the metal screen channel on interior screens to provide a more seamless look. Upgrade to a premium exterior screen for a more durable, extruded frame.

- Optional high-altitude InsulShield Low-E glass is available with argon on select products.
- <sup>2</sup> Available with Low-E insulating glass with argon on select products.
- $^3$  For best performance, the laminated glass may be in the interior or exterior pane of the insulating glass, depending on the product.
- <sup>4</sup> Available on select products only. See your local Pella sales representative for availability.
- <sup>5</sup> Sound control glass consists of dissimilar glass thickness (3mm/5mm).
- 6 Warning: Use Caution when children or pets are around open windows and doors. Screens are not designed to retain children or pets.

# Want to learn more? Call us at 833-44-PELLA or visit pella.com



# The confidence of Pella's warranty.

Pella\* Architect Series\* products are covered by the best limited lifetime warranty for wood windows and patio doors.' See written limited warranty for details, including exceptions and limitations, at pella.com/warranty.

<sup>7</sup> Based on comparing written limited warranties of leading national wood window and wood patio

















# PELLA WOOD WINDOW & WOOD PATIO DOOR LIMITED WARRANTY

IMPORTANT NOTICE: Read this entire Pella Limited Warranty and Limitation of Liability ("Limited Warranty"), including Coverage Limitations and Disclaimers, before purchasing, installing or using Your Pella Wood Window or Pella Wood Patio Door ("Pella Wood Product"). Before installing or using Your Pella\* Wood Product, please read the Pella Wood Window and Patio Door Owner's Manual for the required care and maintenance of Your Pella Wood Product (Owner's Manuals available on pella.com). Pella Corporation is not responsible for any loss or damage resulting from the use of Your Pella Wood Product inconsistent with the instructions or information set forth in the Owner's Manual or Limited Warranty. By purchasing, installing or using Your Pella Wood Product, You are acknowledging that this Limited Warranty is part of the terms of sale. Para obtener esta Garantía Limitada en español, visite pella.com/warranty.

# A. Limitation of Liability and Disclaimer of Implied Warranties

This Limited Warranty sets forth the maximum liability for our products. IN NO EVENT (INCLUDING WHERE NO ACTION IS REQUIRED OF PELLA UNDER THIS LIMITED WARRANTY) SHALL PELLA, ITS SUBSIDIARIES OR SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES RESULTING FROM THE SALE, INSTALLATION OR USE OF ANY PELLA WOOD PRODUCT. "Seller" is defined to include the party Your Pella Wood Product was purchased from and the distributor of Your Pella Wood Product. Some states do not allow the exclusion or limitation of incidental or consequential damages for consumers, so the above limitation or exclusion may not apply to You.

This Limited Warranty is the exclusive warranty for Your Pella Wood Product and is the only warranty, written or oral, for Your Pella Wood Product. NEITHER PELLA, ITS SUBSIDIARIES NOR SELLER MAKE ANY OTHER WARRANTIES, REGARDING YOUR PELLA WOOD PRODUCT, AND PELLA, ITS SUBSIDIARIES AND SELLER DISCLAIM OR EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. This disclaimer of implied warranties may be limited or ineffective if You are a consumer, as that term is defined by the Magnuson Moss Act, 15 U.S.C. § 2301, in which case the duration of any implied warranties is limited to the earlier of either the applicable statute of limitation or repose, and in no case will any implied warranty extend beyond the term of the express Limited Warranty for the products in question.

# B. Arbitration and Class Action Waiver ("Arbitration Agreement")

YOU and Pella and its subsidiaries AGREE TO ARBITRATE DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS (INCLUDES PELLA GOODS AND PELLA SERVICES) AND WAIVE THE RIGHT TO HAVE A COURT OR JURY DECIDE DISPUTES. In addition, if Your Pella Products were purchased directly or indirectly from a Pella Branded Distributor, You and the Pella Branded Distributor agree to Arbitrate Disputes arising out of or relating to Your Pella Products and waive the right to have a court or jury decide Disputes. YOU WAIVE ALL RIGHTS TO PROCEED AS A MEMBER OR REPRESENTATIVE OF A CLASS ACTION, INCLUDING CLASS ARBITRATION, REGARDING DISPUTES ARISING OUT OF OR RELATING TO YOUR PELLA PRODUCTS. You may opt out of this Arbitration Agreement by providing notice to Pella no later than ninety (90) calendar days from the date You purchased or otherwise took ownership of Your Pella Goods. To opt out, You must send notice by email to pellawebsupport@pella.com, with the subject line "Arbitration Opt Out" or by calling 877-473-5527. Opting out of the Arbitration Agreement will not affect the coverage provided by any applicable limited warranty pertaining to Your Pella Products. For complete information, including the full terms and conditions of this Arbitration Agreement, which are incorporated herein by reference, please visit pella.com/arbitration or email to pellawebsupport@pella.com with the subject line: "Arbitration Details" or call 877-473-5527. DE ARBITRAJE Y RENUNCIA COLECTIVA ("accuerdo de arbitraje") EN ESPAÑOL VER PELLA.COM/ARBITRATION. D'ARBITRAGE ET RENONCIATION AU RECOURS COLLECTIF ("convention d'arbitrage") EN FRANÇAIS SEE PELLA. COM/ARBITRATION.

# C. Covered Parties and Products

This Limited Warranty applies to the original purchaser and all subsequent owners (original purchaser and subsequent owners referred to as "You" or "Your"). This Limited Warranty applies with equal force to multiple purchasers, including spouses, and the term "You" and "Your" is both singular and plural as the case may be. This Limited Warranty applies to Pella Wood Products purchased on or after January 7, 2018, and installed within the United States and Canada. This Limited Warranty supersedes all prior Limited Warranties for Pella Wood Products sold on or after January 7, 2018.

# D. Limited Warranties, Warranty Coverage Limitations, Transferability, Shipping Charges and Notice

## **Limited Warranties**

If You provide Pella notice of a defect in materials or workmanship that significantly impairs the operation and function in Your Pella Wood Product within the timeframe specified in the tables below that starts from the date of sale by a Pella authorized dealer to the original purchaser, Pella shall, at its sole option: 1) repair or replace the defective part(s) or product(s) (with cost of labor included only within the timeframe defined for the "Labor Coverage") or 2) refund the original purchase price. Repairs or replacements will be the closest equivalent current product or component and may not exactly match the original. Normal wear and fading are not covered, with additional clarification provided in the Warranty Coverage Limitations.

Owner-Occupied Single-Family Residence	Warranty for Original Purchaser	Transferability
Pella Wood Product – Basic Coverage (includes coverage for wood deterioration and exterior aluminum cladding paint crack or peel in nonseacoast¹ environments)	Limited Lifetime <sup>2</sup> Warranty	Nontransferable
Pella Wood Product – Nonlaminated Glass (IG) Coverage	Limited Lifetime <sup>2</sup> Warranty	Nontransferable
Pella Wood Product – Warranty Coverage Limitations	See Warranty Coverage Limitations	
Labor Coverage (for repair or replacement)	Two-Year (2-Year) Limited Warranty	Transferable

Commercial <sup>3</sup>	Warranty for Original Purchaser	Transferability
Pella Wood Product – Basic Coverage (includes coverage for wood deterioration and exterior aluminum cladding paint crack or peel in nonseacoast¹ environments)	Ten-Year (10-Year) Limited Warranty	Transferable
Pella Wood Product – Nonlaminated Glass (IG) Coverage	Twenty-Year (20-Year) year Limited Warranty	Nontransferable
Pella Wood Product – Warranty Coverage Limitations	See Warranty Coverage Limitations	
Labor Coverage (for repair or replacement)	Two-Year (2-Year) Limited Warranty	Transferable

# Warranty Coverage Limitations (Applies to Both Owner-Occupied Single-Family Residence and Commercial<sup>3</sup>)

Pella Wood Product – General Warranty Coverage Limitations						
Features	Description	Warranty for Original Purchaser	Notes			
Hardware	Defect	Ten-Year (10-Year) Limited Warranty, Transferable	Defect that significantly impairs the operation and function of the Pella Wood Product.			
Laminated Glass (includes Impact)	Defect	Ten-Year (10-Year) Limited Warranty, Transferable	Defect that significantly impairs the operation and function of the Pella Wood Product.			
Screen or Blind or Shade	Defect	Ten-Year (10-Year) Limited Warranty, Transferable	Defect that significantly impairs the operation and function of the Pella Wood Product.			
Interior Factory Finish	Crack or Peel or Chalk or Fade	Two-Year (2-Year) Limited Warranty, Transferable	Coverage for chalk is for excessive chalk <sup>4</sup> and fade is for excessive fade. <sup>5</sup>			
Pella Insynctive® Products Pella Insynctive products are not covered by this Limited Warranty and are covered by the Pella Insynctive products Limited Warranty in effect at the time of purchase.						

<sup>&</sup>lt;sup>1</sup> Seacoast is defined as within two (2) miles from a coastal seashore.

<sup>2</sup> Limited Lifetime is for as long as the original purchaser of the Pella Wood Product owns and occupies the home into which the Pella Wood Product is installed.

<sup>&</sup>lt;sup>3</sup> Commercial is defined as other than Owner-Occupied Single-Family Residence. For example, Commercial includes a Nonowner-Occupied Single-Family Residence such as a rental property. <sup>4</sup> Excessive chalk is considered to be chalk in excess of a numerical rating of six (6) when measured in accordance with the standard procedures specified in ASTM D4214-07 Method A.

<sup>&</sup>lt;sup>5</sup> Excessive fade is considered to be fade or change in color in excess of five (5) "delta E" units (Hunter) calculated in accordance with ASTM D2244-16. Color change will be measured on the exposed painted surface, which has been cleaned of surface soils, and the corresponding values will be measured on the original or unexposed painted surface. It should be understood that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements, and Pella makes no warranty with respect to the uniformity of fading under such circumstances.

Pella* Wood Product – Aluminum Cladding Finish Warranty Coverage Limitations					
Location of Pella Wood Product	Exterior Cladding Finish	Description	Warranty for Original Purchaser	Notes	
	EnduraClad® Paint	Chalk or Fade	Two-Year (2-Year) Limited Warranty,	Coverage is for excessive	
Nonseacoast <sup>1</sup> and Seacoast <sup>1</sup>	Seacoast EnduraClad Paint	Chalk or Fade	Transferable		
	EnduraClad Plus Paint	Chalk or Fade	Twenty-Year (20-Year) Limited Warranty, Nontransferable	CHAIN OF CACCSSIVE TAGE.	
	Anodized	Chalk or Fade	None	No coverage for Anodized.	
	EnduraClad Paint	Corrosion or Crack or Peel	None	No coverage for EnduraClad paint.	
Seacoast <sup>1</sup>	Seacoast EnduraClad Paint	Corrosion or Crack or Peel	Ten-Year (10-Year) Limited Warranty, Transferable	Corrosion coverage is for excessive corrosion. <sup>6</sup>	
	EnduraClad Plus Paint	Corrosion or Crack or Peel	Transferable	excessive corrosion.	
	Anodized	Corrosion or Crack or Peel	None	No coverage for Anodized.	
Nonseacoast <sup>1</sup>	Anodized	Corrosion or Crack or Peel	Ten-Year (10-Year) Limited Warranty, Transferable	Corrosion coverage is for excessive corrosion.6	

# Transferability to Subsequent Owners<sup>7</sup> (Applies to Both Owner-Occupied Single-Family Residence and Commercial<sup>3</sup>)

For subsequent owners<sup>7</sup> (or at which time an original purchaser ceases to occupy a home into which Your Pella Wood Product is installed):

- the Nontransferable Limited Lifetime Warranty and the Nontransferable Twenty-Year (20-Year) Limited Warranty are automatically replaced with a Transferable Ten-Year (10-Year) Limited Warranty. The Ten-Year (10-Year) Limited Warranty period starts from the date of sale of Your Pella Wood Product by a Pella authorized dealer to the original purchaser.
- all Transferable Limited Warranty coverages are transferred to subsequent owners, and the timeframe of the respective warranty coverage (either two [2] years or ten [10] years) starts from the date of sale of Your Pella Wood Product by a Pella authorized dealer to the original purchaser.

For example, if a subsequent owner<sup>7</sup> has ownership of Your Pella Wood Product beyond ten (10) years from the date of sale of the Pella Wood Product to the original purchaser, there is no remaining warranty coverage for the subsequent owner.

Seacoast is defined as within two (2) miles from a coastal seashore.

- 3 Commercial is defined as other than Owner-Occupied Single-Family Residence. For example, Commercial includes a Nonowner-Occupied Single-Family Residence such as a rental property.
- 4 Excessive chalk is considered to be chalk in excess of a numerical rating of six (6) when measured in accordance with the standard procedures specified in ASTM D4214-07 Method A <sup>5</sup> Excessive fade is considered to be fade or change in color in excess of five (5) "delta E" units (Hunter) calculated in accordance with ASTM D2244-16. Color change will be measured on the exposed painted surface, which has been cleaned of surface soils, and the corresponding values will be measured on the original or unexposed painted surface. It should be understood that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements, and Pella makes no warranty with respect to the uniformity of fading under
- <sup>6</sup> Excessive corrosion is considered to be corrosion that is greater than 0.25" from a cut edge and greater than 0.25" in diameter.
  <sup>7</sup> Subsequent owner is defined as an owner of Pella Wood Product after the original purchaser.

# **Shipping Charges**

For two (2) years from the date of sale of Your Pella Wood Product by a Pella authorized dealer to the original purchaser, no shipping charges will be incurred by the consumer for a replacement product or component. After two (2) years from the date of sale of Your Pella Wood Product by a Pella authorized dealer to the original purchaser:

- a replacement product or component will be delivered to the closest Pella service location for pick up by the consumer at no charge for the consumer or
- if shipment direct to the consumer is requested, the consumer will pay for the shipping and handling charges.

## **Notice of Defect**

You must notify Pella within the Limited Warranty period for Your Pella Wood Product. Your notice must also be within one (1) year after any defect covered by this Limited Warranty is discovered by You. Any claims received outside the Limited Warranty period for the Pella Wood Product or the one (1) year from defect discovery shall be barred.

# E. Conditions Applicable to All Sales of Pella Wood Product

# **Limitation of Warranty**

FAILURE TO COMPLY WITH PELLA INSTALLATION AND MAINTENANCE INSTRUCTIONS VOIDS ALL WARRANTIES UNLESS IT IS CLEARLY ESTABLISHED BY THE PURCHASER OR USER OF THE PRODUCT THAT THE DEFECT OR FAILURE IS UNRELATED. TO SUCH NONCOMPLIANCE. This Limited Warranty does not extend to the use of Pella Wood Product under abnormal conditions, conditions that exceed the stated performance parameters of the product as provided on the product labeling or in the Pella Architectural Design Manual or under conditions not reasonably foreseeable to, or beyond the control of, Pella. Purchaser and User assume all risk of any such use.

# Allocation of Risks of Pella Product Performance

Because all construction must anticipate some water infiltration, it is important that the wall system be designed and constructed to properly manage moisture. Pella Corporation is not responsible for claims or damages caused by anticipated or unanticipated water infiltration; deficiencies in building design, construction and maintenance; failure to install Pella Wood Product in accordance with Pella Installation Instructions; or the use of Pella Wood Product in barrier wall systems, which do not allow for proper management of moisture within the wall system (see the following). The determination of the suitability of all building components, including the use of Pella Wood Product, as well as the design and installation of flashing and sealing systems, is the responsibility of Purchaser or User, the architect, contractor, installer or other construction professional and is not the responsibility of Pella. All risks related to building design and construction, or the maintenance, installation and use of Pella Wood Product shall be assumed by Purchaser and/or User.

IMPORTANT NOTICE: Pella Wood Product should not be used in barrier wall systems which do not allow for proper management of moisture within the wall systems, such as Exterior Insulation Finish Systems (EIFS) (also known as synthetic stucco) or similar systems. Except in the states of California, New Mexico, Arizona, Nevada, Utah and Colorado, Pella makes no warranty of any kind on, and assumes no responsibility for, Pella\* windows and doors installed in barrier wall systems. In the states listed above, the installation of Pella Wood Product in EIFS or similar barrier systems must be in accordance with Pella's instructions for that type of construction.

# Limitation of Remedy

THE EXCLUSIVE REMEDY OF THE PURCHASER OR USER, AND THE SOLE LIABILITY OF PELLA, ITS SUBSIDIARIES AND SELLER FOR ANY AND ALL CLAIMS, LOSSES, INJURIES OR DAMAGES (INCLUDING CLAIMS BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) RESULTING FROM THE SALE, INSTALLATION OR USE OF THESE PRODUCTS, SHALL BE, AT THE OPTION OF PELLA, THE REPAIR OR REPLACEMENT OF THE PRODUCT OR COMPONENT OR THE RETURN OF THE ORIGINAL PURCHASE PRICE OF THE PRODUCT, AS PROVIDED HEREIN. IN NO EVENT SHALL THE LIABILITY OF PELLA OR SELLER EXCEED THE PRICE PAID FOR THE PRODUCT. Replacement products or components shall be a reasonably similar current product and may not exactly match the original. Even where Pella chooses to repair or replace product or component within two (2) years of the date of sale, the costs covered by this warranty do not include any labor or material costs associated with finishing space surrounding or adjacent to the repaired or replaced product, including furnishing any trim or other carpentry work. Replacement product provided pursuant to this Limited Warranty shall be subject to the applicable Pella product Limited Warranty only for the remainder of the original warranty period on the product being replaced. If Pella or Seller provides any of the remedies identified in the Limited Warranties above (i.e., repair, replacement of product or component, or refund of the purchase price), then Purchaser and/or User agree that this limitation of remedy shall not have failed of its essential purpose.

# F. DISCLAIMERS – WHAT THIS LIMITED WARRANTY DOES NOT COVER

The following are not considered defects in materials or workmanship under this Limited Warranty, and Pella is not responsible for or makes no warranty as to:

# 1) Product failure, loss or damage due to:

- Normal wear and fading.
- Damage caused by inappropriate finishes, solvents, brickwash or cleaning chemicals.
- Structural settlement, movement or vibration.
- Improper storage, handling, installation, finishing, use, modification or maintenance.
- Acts of God.
- Accidents, including glass breakage not the fault of Pella, misuse, abuse, alterations, improper handling, operation or cleaning.
- Repairs or modifications performed by anyone other than Pella (or one of its subcontractors).
- Application of after-market window films to glass surfaces.
- Mechanical abrasion to finishes.
- Nonfactory-applied finishes, applied sealants or caulking. Finishes applied by the local dealer/contractor and finishes of non-Pella products are not covered by this warranty.
- Damage caused by failing to finish the products in a timely manner to protect them from UV rays and the elements.
- Wood windows and doors with unfinished Mahogany exteriors: not being properly finished upon receipt, not refinished annually and/or finished prior to installation.
- The purchaser's choice of finish, or whether the chosen finish is a match to other or existing finishes.
- Product or finishes exposed to excessive localized heat, high moisture environments (including pools, hot tubs and greenhouses) or water leakage.
- Interior prime finish.
- Finish failure or any other losses arising from defects in the existing structure.
- Salt spray (except to the extent modified by the Seacoast Exterior Paint Limited Warranty).
- Salt and other abrasive materials that have been allowed to build up on the Seacoast Exterior Paint finish or EnduraClad\* Plus finish as well as any other damage which is a result of the failure to maintain the windows according to the maintenance instructions in the Pella Wood Window and Door Owner's Manual and/or failing to rinse the windows on a guarterly basis.
- Any breaches, such as scratches, chips or abrasions in the Seacoast Exterior Paint finish and EnduraClad Plus finish that have not been repaired immediately.
- Acid rain or other corrosive elements.
- Damage and/or discoloration to fabric shades and Slimshade® blinds from product usage, sun exposure, abuse or age, including variations in color or texture or loss of pleating if fabric shade is not being cycled (held in the raised position a portion of the time). Pella considers these things as normal wear and tear, and they are not covered under the warranty.
- Damage caused by high in-home humidity (condensation, frost and mold).

- Products subjected to conditions outside product design limitations.
- Improperly installed security systems.
- Products with modifications that are not approved by Pella Corporation.
- Hardware finishes.
- Ripping, tearing or other damage not the fault of Pella to window screens associated with wear and tear through product use.
- Insects, including grasshoppers (with the exception of coverage for termites).
- Finishing or modifying the structure containing the repaired or replaced product.
- The purchase, damage, repair or replacement of non-Pella products.
- Products that have not been paid for in full.

# 2) Minor imperfections in the product:

- Minor imperfections in glass that do not affect the product's structural integrity or significantly obscure vision.
- Minor variations in glass color.
- Variations in wood grain, color, texture or natural characteristics.
- Variations in anodized finish color and microcracking also known as crazing.

# 3) Installation inconsistent with Pella installation instructions:

- Damage resulting in whole or in part from installation inconsistent with Pella's installation instructions.
- Altered or reinstalled products.
- Products used in nonvertical glazing applications.
- Combinations not built by Pella or not built in accordance with Pella's recommendations for mulling and combining Pella® products.

# G. Additional Information and Miscellaneous Terms

### WDMA Hallmark Certification

Window & Door Manufacturers Association (WDMA) Hallmark 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 product's life. For details, go to wdma.com.

## **NFRC Standards**

Pella\* products labeled with the National Fenestration Rating Council (NFRC) Energy Performance label are rated in accordance with NFRC standards. NFRC ratings are based on a combination of computer simulations and/or physical testing of product samples. Actual results will vary and change over the product's life. The rating applies to the product and does not apply to mulled and/or product combinations unless noted. For details, go to NFRC.org.

### Argon

For Pella products labeled as having Low-E insulating glass with argon, Pella injects argon at the time of manufacture. No warranty is made as to the amount or percentage of argon present in the insulating glass. It is known that argon within insulating glass dissipates over time. Pella makes no warranty regarding the rate of dissipation of argon or the amount of argon remaining in the window at any time after manufacture.

### Claim Procedure

Claims may be made by writing to **Pella Corporation, Customer Service Department, 102 Main Street, Pella, Iowa 50219**, by calling Customer Service Department at 877-473-5527, or by going to pella.com. Please refer to pella.com for information You should provide as part of Your claim.

# No Statement of Useful Life

This Limited Warranty is not a statement of the useful life of any Pella products, but a warranty to repair, replace or refund as described by this Limited Warranty.

## No Waiver

Pella may, in its discretion, extend benefits beyond what is covered under this Limited Warranty. Any such extension shall apply only to the specific instance in which it is granted, and it shall not constitute a waiver of Pella's right to strictly enforce this Limited Warranty in any or all other circumstances.

# No Modifications

By purchasing, installing or using the product covered by this Limited Warranty, You agree that You are not relying on any statements made by anyone, written or oral, that are contrary or in addition to this Limited Warranty. This Limited Warranty may only be modified by written agreement signed by a duly authorized representative of Pella.

For the most up-to-date warranty information, see the complete warranties for Pella products on pella.com. Read the *Pella Wood Window and Patio Door Owner's Manual* for the required care and maintenance of Your Pella Wood Product. Pella Owner's Manuals are available on pella.com.

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