



NOTICE OF APPROVAL

The Department of Community Planning & Building of the City of Carmel-by-the-Sea has approved a Project pursuant to the City's Municipal Code. Persons interested in the project may review additional materials available at the Department of Community Planning & Building located at City Hall on Monte Verde Street between Ocean and 7th Avenues, phone number 831-620-2010.

The decision to approve this project may be appealed within 10 days from the date of this by filing a written appeal with the Department of Community Planning & Building.

Planning Case #: Design Study 24234

Owner Name: LUCAS SPENCER & CHRISTINE

Case Planner: Jacob Olander, Assistant Planner

Date Posted: _____

Date Approved: 08/22/2024

Project Location: San Carlos Street 4 SE of 12th Avenue

APN #: 010163015000 **BLOCK/LOT:** 138/ALL LOT 8

Applicant: Spencer Lucas

Project Description: This approval of Design Study DS 24234 (Lucas) authorizes a project to replace 18 windows and one double French Door with Pella "Reserve Series" windows and a French Door with the same dimensions as originals. The header and framing will remain unchanged. The color will be Auburn Brown to match the house located at San Carlos Street 4 SE of 12th Avenue in the R-1 District and, APN: 010163015000 as depicted in the plans stamped approved by Community Planning and Building Department on unless modified by the conditions of approval contained herein.

Can this project be appealed to the Coastal Commission? Yes No

Upon completion of the 10 calendar-day appeal period, please return this form, along with the Affidavit of Posting, to the case planner noted above.



FINDINGS AND CONDITIONS

Project: DS 24234 (Lucas)

Location: San Carlos Street 4 SE of 12th Avenue; 010-163-015-000

Date of Action: August 15, 2024

Project Description:

DS 24234 (Lucas) authorizes Design Study Application (DS 24234 (Lucas)) located at San Carlos Street 4 SE of 12th Avenue in the Single-Family (R-1) District. APN: 010-163-015-000

The proposed changes include:

- Replacing 18 windows and one double French Door with Pella "Reserve Series" windows and a French Door with the same dimensions as originals. The header and framing will remain unchanged. The color will be Auburn Brown to match the house.

FINDINGS REQUIRED FOR DESIGN STUDY APPROVAL		
<p>The Director shall have the authority to approve, approve with modifications and/or conditions, or deny an application for design review based on written findings stating the reasons for the action. Findings shall be based on information in the record. CMC 17.58.060.A.</p> <p>For each of the required findings listed below, the staff has indicated whether the application, either as proposed or with conditions, supports adopting the findings. For all findings checked "no," staff discusses the issues to facilitate the Staff's decision-making. Findings checked "yes" may or may not be discussed depending on the issue(s).</p>		
CMC 17.58.060.B Findings for Design Review Approval	YES	NO
Before approving an application for design review in any district, the Director shall find that the final design plans:		
1. Conform to the applicable policies of the General Plan and the Local Coastal Program;	✓	
2. Comply with all applicable provisions of this code; and	✓	
3. Are consistent with applicable adopted design review guidelines.	✓	
Additional Staff Analysis/Discussion:		
None required. The project meets the findings as proposed with the associated conditions.		

ENVIRONMENTAL REVIEW
<p>The California Environmental Quality Act (California Public Resources Code §§ 21000, <i>et seq.</i>, "CEQA"), together with State Guidelines (14 California Code Regulations §§ 15000, <i>et seq.</i>, the "CEQA Guidelines") and City Environmental Regulations (CMC 17.60) require that certain projects be reviewed for environmental impacts and that environmental documents be prepared.</p>
<p>Finding: The Community Planning and Building Department finds that pursuant to CEQA regulations, the project is categorically exempt under Section 15301 (Class 1) – Existing Facilities, and no exceptions to the exemption exist pursuant to section 15300.2 of the CEQA Guidelines.</p>
<p>Additional Staff Analysis/Discussion: The project consists of replacing 18 windows and one double French Door with Pella "Reserve Series" windows and a French Door with the same dimensions as originals. The header and framing will remain unchanged. The color will be Auburn Brown to match the house on an existing single-family residence.</p>

CONDITIONS OF APPROVAL	
No.	Standard Conditions
1.	Authorization. This approval of Design Study DS 24234 (Lucas) authorizes a project to replace 18 windows and one double French Door with Pella "Reserve Series" windows and a French Door with the same dimensions as originals. The header and framing will remain unchanged. The color will be Auburn Brown to match the house located at San Carlos Street 4 SE of 12th Avenue in the R-1 District and, APN: 010163015000 as depicted in the plans stamped approved by Community Planning and Building Department on unless modified by the conditions of approval contained herein.
2.	Codes and Ordinances. The project shall be constructed in conformance with all requirements of the R-1 zoning district. All adopted building and fire codes shall be adhered to in preparing the working drawings. If any codes or ordinances require design elements to be changed, or if any other changes are requested when such plans are submitted, such changes may require additional environmental review and subsequent approval by the Planning Commission.
3.	Permit Required. <input type="checkbox"/> A Building Permit shall be applied for and obtained from the Building Division prior to commencement of work. The Building Permit shall be applied for in a manner consistent with the submittal requirements prescribed by the Building Division. <input checked="" type="checkbox"/> A building permit is not required; however, the applicant shall apply for and obtain a Notice of Authorized Work from the Building Division prior to commencement of work. To apply for the Notice of Authorized Work, please submit the Scope of Work Declaration through the city's online permit portal .
4.	Permit Validity. The project shall be implemented in accordance with the time limits set forth CMC 17.52.170 (Time Limits on Approvals and Denials) . During this time, the project must be implemented, or the approval becomes void. Implementation is effected by erecting, installing, or beginning the installation of the improvement authorized by the permit, as determined by the Director. Extensions to this approval may be granted consistent with CMC 17.52.170.C.
5.	Water Use. Approval of this application does not permit an increase in water use on the project site without adequate supply. Should the Monterey Peninsula Water Management District determine that adequate water is unavailable for this site, this approval shall be null and void. If installed, the property owner/applicant shall be required to remove the subject improvement(s) at the property owners expense.
6.	Modifications. The Applicant shall submit in writing, with revised plans, to the Community Planning and Building staff any proposed changes to the approved project plans prior to incorporating those changes. If the Applicant changes the project without first obtaining City approval, the Applicant will be required to submit the change in writing, with revised plans, within two weeks of the City being notified. A cease work order may be issued at any time at the discretion of the Director of Community Planning and Building until a) either the Planning Commission or Staff has approved the change, or b) the property owner has eliminated the change and submitted the proposed change in writing, with revised plans, for review. The project will be reviewed for its compliance with the approved plans prior to the final inspection.
7.	Indemnification. The Applicant agrees, at his or her sole expense, to defend, indemnify, and hold harmless the City, its public officials, officers, employees, and assigns from any liability; and shall reimburse the City for any expense incurred, resulting from, or in connection with any project approvals. This includes any appeal, claim, suit, or other legal proceedings to attack, set aside, void, or annul any project approval. The City shall promptly notify the Applicant of any legal proceeding and cooperate fully in the defense. The City may, at its sole discretion, participate in any such legal action, but participation shall not relieve the Applicant of any obligation under this condition. Should any party bring any legal action in connection with this project, the Superior Court of the County of Monterey, California, shall be the situs and have jurisdiction for resolving all such actions by the parties hereto.
8.	USA North 811. Prior to any excavation or digging, the Applicant shall contact the appropriate regional notification center (USA North 811) at least two working days, but not more than 14 calendar days, prior to commencing that excavation or digging. No digging or excavation is authorized to occur on-site until the Applicant has obtained a Ticket Number and all utility members have positively responded to the dig request. (Visit USANorth811.org for more information)

9.	Conditions of Approval. Prior to the issuance of a Building Permit or Notice of Authored Work, the Applicant shall print a copy of the signed Conditions of Approval within the construction plan set submitted to the Building Safety Division as part of the submittal for the Building Permit Application or Notice of Authorized Work.
10.	Tree Removal Prohibited. Throughout construction, the Applicant shall protect all trees identified for preservation by methods approved by the City Forester. Trees on or adjacent to the site shall only be removed or pruned with the approval of the City Forester or Forest and Beach Commission.
11.	Tree Protection Measures. Requirements for tree preservation shall adhere to the following tree protection measures on the construction site. <ul style="list-style-type: none">• Prior to grading, excavation, or construction, the contractor/builder shall clearly tag or mark all trees to be preserved.• Excavation within 6 feet of a tree trunk is not permitted.• No attachments or wires of any kind, other than those of a protective nature, shall be attached to any tree.• Per Municipal Code Chapter 17.48.110, no material may be stored within the dripline of a protected tree, including the drip lines of trees on neighboring parcels.• Tree Protection Zone. The Tree Protection Zone shall be equal to dripline or 18 inches radially from the tree for every one inch of trunk diameter at 4.5 feet above the soil line, whichever is greater. A minimum of 4-foot-high transparent fencing is required unless otherwise approved by the City Forester. Tree protection shall not be resized, modified, removed, or altered in any manner without written approval. The fencing must be maintained upright and taught for the duration of the project. No more than 4 inches of wood mulch shall be installed within the Tree Protection Zone. When the Tree Protection Zone is at or within the drip line, no less than 6 inches of wood mulch shall be installed 18 inches radially from the tree for every one inch of trunk diameter at 4.5 feet above the soil line outside of the fencing.• Structural Root Zone. The Structural Root Zone shall be 6 feet from the trunk or 6 inches radially from the tree for every one inch of trunk diameter at 4.5' above the soil line, whichever is greater. Any excavation or changes to the grade shall be approved by the City Forester prior to work. Excavation within the Structural Root Zone shall be performed with a pneumatic excavator, hydro-vac at low pressure, or another method that does not sever roots.• If roots greater than 2 inches in diameter or larger are encountered within the approved Structural Root Zone, the City Forester shall be contacted for approval to make any root cuts or alterations to structures to prevent roots from being damaged. <p>If roots larger than 2 inches in diameter are cut without prior City Forester approval or any significant tree is endangered as a result of construction activity, the building permit will be suspended, and all work stopped until an investigation by the City Forester has been completed, and mitigation measures have been put in place. The Forester can be reached at 831-620-2073.</p>
12.	Foundation Work Near Significant Trees. All foundations within 15 feet of significant trees shall be excavated by hand. If any tree roots larger than two inches (2") are encountered during construction, the City Forester shall be contacted before cutting the roots. The City Forester may require the roots to be bridged or may authorize the roots to be cut. If roots larger than two inches (2") in diameter are cut without prior City Forester approval or any significant tree is endangered as a result of construction activity, construction activity will be suspended and all work stopped until an investigation by the City Forester has been completed. The Forester can be reached at 831-620-2073.

SPECIAL CONDITIONS	
13.	N/A
14.	N/A
15.	N/A
16.	N/A
17.	N/A

*Acknowledgement and acceptance of conditions of approval.

Property Owner Signature

Printed Name

Date

Applicant Signature

Printed Name

Date

Once signed, please email to jolander@ci.carmel.ca.us.



East Wall

Upper Windows are
Pella # (Left to Right)

#40 ~~#45~~ #50 # ~~55~~ 60
#65 #55 #45

Lower Windows + Doors are
Pella Line # (Left to Right)

#10 #15 #35 #20 #10

**Approved 8/22/2024
DS 24234 (Lucas)
Carmel-by-the-Sea
Community Planning and Building
Jacob Olander, Assistant Planner**



South and East walls

Upper windows on South wall
are (left to right)

~~#70~~ #75 #70 #70

Lower Windows on South wall
are (left to right)

#30 #25 #25

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Upstairs Windows
are Pella Line Item 80 (page 7)

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Proposal - Detailed

Pella Doors and Windows of Northern California
 40 Ragsdale Dr #180
 Monterey, CA 93940
 Phone: (831) 275-7757 Fax:

Sales Rep Name: Ramos, Roy
 Sales Rep Phone: 669-286-6961
 Sales Rep E-Mail: royramos@pellanorcal.com
 Sales Rep Fax:

Customer Information	Project/Delivery Address	Order Information
Spencer Lucas San Carlos 4 SE Of 12th CARMEL BY THE SEA, CA 93921 Primary Phone: (667) 7868860 Mobile Phone: Fax Number: E-Mail: sandclucas@gmail.com Contact Name: Great Plains #: 1007979052 Customer Number: 1011713435 Customer Account: 1007979052	Reserve Series Exterior Auburn Brown Bright White San Carlos 4 SE Of 12th Lot # Carmel by the sea, CA 93921 County: Owner Name: Owner Phone:	Quote Name: Lucas Order Number: 036 Quote Number: 18453516 Order Type: Non-Installed Sales Wall Depth: Payment Terms: Tax Code: MONTEREYCARM Cust Delivery Date: None Quoted Date: 7/23/2024 Contracted Date: Booked Date: Customer PO #:

Customer Notes: Customer does not wish to have information sold to third-party

Line #	Location:	Attributes			
10	Living East	Pella Reserve, Traditional Sash Set, Fixed, Auburn Brown	Item Price	Qty	Ext'd Price
			\$1,456.96	2	\$2,913.92
		1: Fixed Sash Set General Information: Standard, Clad, Pine, 5", 3 11/16" Exterior Color / Finish: Painted, Seacoast Enduraclad, Auburn Brown Interior Color / Finish: Bright White Paint Interior Sash / Panel: Ogee, Ogee, Standard Glass: Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Performance Information: U-Factor 0.27, SHGC 0.30, VLT 0.57, CPD PEL-N-1-59311-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, STC 28, OITC 24 Grille: No Grille,			
	PK # 2172				

Approved 8/22/2024
DS 24234 (Lucas)
Carmel-by-the-Sea

Community Planning and Building
Jacob Olander, Assistant Planner

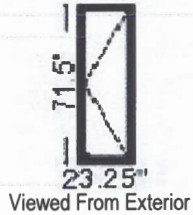
For more information regarding the finishing, maintenance, service and warranty of all Pella® products visit www.pella.com

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
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15 Living East

Pella Reserve, Traditional Casement Left, Auburn Brown

\$1,619.63 1 \$1,619.63



PK#
2172

1: Left Casement

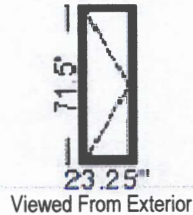
General Information: Standard, Clad, Pine, 5", 3 11/16"
Exterior Color / Finish: Painted, Seacoast Enduraclad, Auburn Brown
Interior Color / Finish: Bright White Paint Interior
Sash / Panel: Ogee, Ogee, Standard
Glass: Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Hardware Options: Wash Hinge Hardware, Antiek Fold-Away Crank, White, No Window Opening Control Device, No Limited Opening Hardware, No Integrated Sensor
Screen: Full Screen, Bright White, InView™
Performance Information: U-Factor 0.29, SHGC 0.27, VLT 0.51, CPD PEL-N-11-24313-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, STC 27, OITC 23, Clear Opening Width 13.5, Clear Opening Height 67.375, Clear Opening Area 6.316406, Egress Does not meet typical United States egress, but may comply with local code requirements
Grille: No Grille,

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
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20 Living East

Pella Reserve, Traditional Casement Right, Auburn Brown

\$1,619.63 1 \$1,619.63




PK#
2172


1: Right Casement

General Information: Standard, Clad, Pine, 5", 3 11/16"
Exterior Color / Finish: Painted, Seacoast Enduraclad, Auburn Brown
Interior Color / Finish: Bright White Paint Interior
Sash / Panel: Ogee, Ogee, Standard
Glass: Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Hardware Options: Wash Hinge Hardware, Antiek Fold-Away Crank, White, No Window Opening Control Device, No Limited Opening Hardware, No Integrated Sensor
Screen: Full Screen, Bright White, InView™
Performance Information: U-Factor 0.29, SHGC 0.27, VLT 0.51, CPD PEL-N-11-24313-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, STC 27, OITC 23, Clear Opening Width 13.5, Clear Opening Height 67.375, Clear Opening Area 6.316406, Egress Does not meet typical United States egress, but may comply with local code requirements
Grille: No Grille,

**Approved 8/22/2024
 DS 24234 (Lucas)
 Carmel-by-the-Sea**

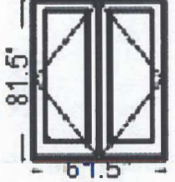
For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit our Pella website at www.pella.com

Line #	Location:	Attributes		
25	Living South	Pella Reserve, Traditional Sash Set, Fixed, Auburn Brown		
		Item Price	Qty	Ext'd Price
		\$1,456.96	2	\$2,913.92
		PK# 2172	1: Fixed Sash Set General Information: Standard, Clad, Pine, 5", 3 11/16" Exterior Color / Finish: Painted, Seacoast Enduraclad, Auburn Brown Interior Color / Finish: Bright White Paint Interior Sash / Panel: Ogee, Ogee, Standard Glass: Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Performance Information: U-Factor 0.27, SHGC 0.30, VLT 0.57, CPD PEL-N-1-59311-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, STC 28, OITC 24 Grille: No Grille,	


Line #	Location:	Attributes		
30	Living South	Pella Reserve, Traditional Sash Set, Fixed, Auburn Brown		
		Item Price	Qty	Ext'd Price
		\$1,726.69	1	\$1,726.69
		PK# 2172	1: Fixed Sash Set General Information: Standard, Clad, Pine, 5", 3 11/16" Exterior Color / Finish: Painted, Seacoast Enduraclad, Auburn Brown Interior Color / Finish: Bright White Paint Interior Sash / Panel: Ogee, Ogee, Standard Glass: Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Performance Information: U-Factor 0.28, SHGC 0.30, VLT 0.57, CPD PEL-N-1-59383-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50 Grille: No Grille,	

Approved 8/22/2024
DS 24234 (Lucas)
Carmel-by-the-Sea

For more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit www.pella.com or call 1-800-545-5455. **Community Planning and Building**

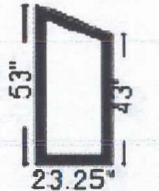
Line #	Location:	Attributes			
35	Living East	Pella Reserve, Traditional Double Inswing Door, Active / Passive, Auburn Brown	Item Price	Qty	Ext'd Price
			\$6,724.24	1	\$6,724.24
		 <p>Viewed From Exterior</p> <p>PK# 2172</p> <p>1: Size Active / Passive Double Inswing Door General Information: Standard, Clad, Pine, 5 7/8", 4 9/16", Standard Sill, Black Finish Sill, Black Composite Threshold Exterior Color / Finish: Painted, Seacoast Enduraclad, Auburn Brown Interior Color / Finish: Bright White Paint Interior Sash / Panel: Ogee, Ogee, Standard Glass: Insulated Dual Tempered Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Hardware Options: Standard, Satin Brass, Order Handle Set, Multipoint Lock, No Integrated Sensor Screen: No Screen Performance Information: U-Factor 0.27, SHGC 0.21, VLT 0.39, CPD PEL-N-218-07985-00001, Performance Class LC, PG 55, Calculated Positive DP Rating 55, Calculated Negative DP Rating 70, STC 31, OITC 25 Grille: No Grille,</p>			


Customer Notes: View from outside active door on left and passive on right


Line #	Location:	Attributes			
40	Living East	Pella Reserve, Traditional Sash Set, Fixed Trapezoid, Auburn Brown	Item Price	Qty	Ext'd Price
			\$2,645.66	1	\$2,645.66
		 <p>Viewed From Exterior</p> <p>PK# 2172</p> <p>1: Fixed Sash Set Trapezoid, Facing General Information: Standard, Clad, Pine, 5", 3 11/16" Exterior Color / Finish: Painted, Seacoast Enduraclad, Auburn Brown Interior Color / Finish: Bright White Paint Interior Sash / Panel: Ogee, Ogee, Standard Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Performance Information: U-Factor 0.27, SHGC 0.30, VLT 0.55, CPD PEL-N-1-60247-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50 Grille: No Grille,</p>			

Approved 8/22/2024
DS 24234 (Lucas)
Carmel-by-the-Sea

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Line #	Location:	Attributes			
45	Living East	Pella Reserve, Traditional Sash Set, Fixed Trapezoid, Auburn Brown	Item Price	Qty	Ext'd Price
			\$2,645.66	1	\$2,645.66
		PK# 2172 1: Fixed Sash Set Trapezoid, Facing General Information: Standard, Clad, Pine, 5", 3 11/16" Exterior Color / Finish: Painted, Seacoast Enduraclad, Auburn Brown Interior Color / Finish: Bright White Paint Interior Sash / Panel: Ogee, Ogee, Standard Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Performance Information: U-Factor 0.27, SHGC 0.30, VLT 0.55, CPD PEL-N-1-60247-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50 Grille: No Grille,			

Line #	Location:	Attributes			
50	Living East	Pella Reserve, Traditional Sash Set, Fixed Trapezoid, Auburn Brown	Item Price	Qty	Ext'd Price
			\$2,757.64	1	\$2,757.64
		PK# 2172 1: Fixed Sash Set Trapezoid, Facing General Information: Standard, Clad, Pine, 5", 3 11/16" Exterior Color / Finish: Painted, Seacoast Enduraclad, Auburn Brown Interior Color / Finish: Bright White Paint Interior Sash / Panel: Ogee, Ogee, Standard Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Performance Information: U-Factor 0.27, SHGC 0.30, VLT 0.55, CPD PEL-N-1-60247-00001, Performance Class CW, PG 40, Calculated Positive DP Rating 40, Calculated Negative DP Rating 40 Grille: No Grille,			

Line #	Location:	Attributes			
55	Living East	Pella Reserve, Traditional Sash Set, Fixed Trapezoid, Auburn Brown	Item Price	Qty	Ext'd Price
			\$2,757.64	1	\$2,757.64
		PK# 2172 1: Fixed Sash Set Trapezoid, Facing General Information: Standard, Clad, Pine, 5", 3 11/16" Exterior Color / Finish: Painted, Seacoast Enduraclad, Auburn Brown Interior Color / Finish: Bright White Paint Interior Sash / Panel: Ogee, Ogee, Standard Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Performance Information: U-Factor 0.27, SHGC 0.30, VLT 0.55, CPD PEL-N-1-60247-00001, Performance Class CW, PG 40, Calculated Positive DP Rating 40, Calculated Negative DP Rating 40 Grille: No Grille,			

Approved 8/22/2024
DS 24234 (Lucas)
Carmel-by-the-Sea

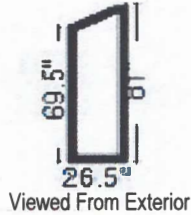
Community Planning and Building
Jacob Olander, Assistant Planner

Line #	Location:	Attributes			
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60 Living East

Pella Reserve, Traditional Sash Set, Fixed Trapezoid, Auburn Brown

Item Price	Qty	Ext'd Price
\$2,893.63	1	\$2,893.63



PK#
2172

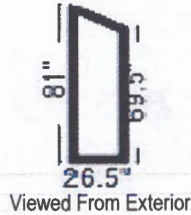
1: Fixed Sash Set Trapezoid, Facing
General Information: Standard, Clad, Pine, 5", 3 11/16"
Exterior Color / Finish: Painted, Seacoast Enduraclad, Auburn Brown
Interior Color / Finish: Bright White Paint Interior
Sash / Panel: Ogee, Ogee, Standard
Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Performance Information: U-Factor 0.27, SHGC 0.30, VLT 0.55, CPD PEL-N-1-60247-00001, Performance Class CW, PG 40, Calculated Positive DP Rating 40, Calculated Negative DP Rating 40
Grille: No Grille,

Line #	Location:	Attributes			
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65 Living East

Pella Reserve, Traditional Sash Set, Fixed Trapezoid, Auburn Brown

Item Price	Qty	Ext'd Price
\$2,893.63	1	\$2,893.63



PK#
2172

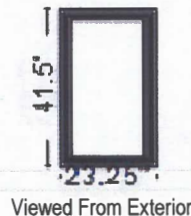
1: Fixed Sash Set Trapezoid, Facing
General Information: Standard, Clad, Pine, 5", 3 11/16"
Exterior Color / Finish: Painted, Seacoast Enduraclad, Auburn Brown
Interior Color / Finish: Bright White Paint Interior
Sash / Panel: Ogee, Ogee, Standard
Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Performance Information: U-Factor 0.27, SHGC 0.30, VLT 0.55, CPD PEL-N-1-60247-00001, Performance Class CW, PG 40, Calculated Positive DP Rating 40, Calculated Negative DP Rating 40
Grille: No Grille,

Line #	Location:	Attributes			
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70 Living South

Pella Reserve, Traditional Sash Set, Fixed, Auburn Brown

Item Price	Qty	Ext'd Price
\$1,073.39	2	\$2,146.78




PK#
2172

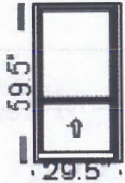
1: SizeNon-Standard Size Fixed Sash Set
General Information: Standard, Clad, Pine, 5", 3 11/16"
Exterior Color / Finish: Painted, Seacoast Enduraclad, Auburn Brown
Interior Color / Finish: Bright White Paint Interior
Sash / Panel: Ogee, Ogee, Standard
Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude
Performance Information: U-Factor 0.27, SHGC 0.30, VLT 0.57, CPD PEL-N-1-59311-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50
Grille: No Grille,

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 DS 24234 (Lucas)
 Carmel-by-the-Sea

Community Planning and Building
 Jacob Olander, Assistant Planner

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

Line #	Location:	Attributes			
75	Living South	Pella Reserve, Traditional Sash Set, Fixed, Auburn Brown	Item Price	Qty	Ext'd Price
			\$1,281.93	1	\$1,281.93
		PK# 2172 1: SizeNon-Standard Size Fixed Sash Set General Information: Standard, Clad, Pine, 5", 3 11/16" Exterior Color / Finish: Painted, Seacoast Enduraclad, Auburn Brown Interior Color / Finish: Bright White Paint Interior Sash / Panel: Ogee, Ogee, Standard Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Performance Information: U-Factor 0.27, SHGC 0.30, VLT 0.57, CPD PEL-N-1-59311-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, STC 28, OITC 24 Grille: No Grille,			

Line #	Location:	Attributes			
80	Primary Bedroom	Pella Reserve, Traditional Single Hung, Auburn Brown	Item Price	Qty	Ext'd Price
			\$1,790.53	2	\$3,581.06
		PK# 2172 1: Single Hung, Custom Split (24) General Information: Standard, Luxury, Clad, Pine, 5", 3 11/16" Exterior Color / Finish: Painted, Seacoast Enduraclad, Auburn Brown Interior Color / Finish: Bright White Paint Interior Sash / Panel: Ogee, Ogee, Standard, No Sash Lugs Glass: Insulated Dual Low-E Advanced Low-E Insulating Glass Argon Non High Altitude Hardware Options: Spoon-Style Lock, White, No Window Opening Control Device, No Limited Opening Hardware, Order Sash Lift, No Integrated Sensor Screen: Half Screen, Seacoast EnduraClad, Auburn Brown, Premium, InView™ Performance Information: U-Factor 0.29, SHGC 0.28, VLT 0.53, CPD PEL-N-232-01141-00001, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50, STC 28, OITC 24, Egress Does not meet typical United States egress, but may comply with local code requirements Grille: No Grille,			

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Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
85	None Assigned	142495039 - Monterey County Delivery Fee	\$180.00	1	\$180.00

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
90	None Assigned	Installation Sealant, Translucent	\$151.30	2	\$302.60
	PK # 2172	1: Accessory General Information: Installation Sealant Exterior Color / Finish: Painted, Translucent Interior Color / Finish: Not Applicable Interior Package: Box 12 Tubes			

Viewed From Exterior

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
95	None Assigned	01HM0000 - Pella 3" Pella Installation Tape, 150 ft	\$54.14	2	\$108.28
	PK # 2172	1: Parts Catalog Pella Parts Selector: Installation Accessories, Casement, Installation Tape / Foam / Shims, Pella Reserve, Unhanded, 01HM0000, 3" Pella Installation Tape, 150 ft, 01HM0000,			



Viewed From Exterior

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Community Planning and Building
Jacob Olander, Assistant Planner

Customer: Spencer Lucas

Project Name: Reserve Series Exterior Auburn Brown Bright White

Quote Number: 18453516

Line #	Location:	Attributes	Item Price	Qty	Ext'd Price
100	None Assigned	Keylocks - ALIKE - Keylocks - ALIKE	\$21.63	2	\$43.26

Thank You For Your Interest In Pella® Products

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PELLA WARRANTY:

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

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

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

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

Notice of Collection of Personal Information: We may collect your personal information when you interact with us. Under the California Consumer Privacy Act (CCPA), California residents have specific rights to request this information, request to delete this information, and opt out of the sharing or sale of this information to third parties. To learn more about our collection practices and your rights under the CCPA please visit our link <https://www.pella.com/california-rights-policy/> at [pella.com](https://www.pella.com).

ARBITRATION AND CLASS ACTION WAIVER ("ARBITRATION AGREEMENT")

YOU and Pella and its subsidiaries and the Pella Branded Distributor 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. 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 e-mail 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 www.pella.com/arbitration or e-mail to pellawebsupport@pella.com, with the subject line: "Arbitration Details" or call (877) 473-5527. D'ARBITRAGE ET RENONCIATION AU RECOURS COLLECTIF ("convention d'arbitrage") EN FRANÇAIS SEE PELLA.COM/ARBITRATION. DE ARBITRAJE Y RENUNCIA COLECTIVA ("acuerdo de arbitraje") EN ESPAÑOL VER PELLA.COM/ARBITRATION.

Seller shall not be held liable for failure or delay in the performance of its obligations under this Agreement, if such performance is hindered or delayed by the occurrence of an act or event beyond the Seller's reasonable control (force majeure event), including but not limited to earthquakes, unusually severe weather and other Acts of God, fire, strikes and labor unrest, epidemics, riots, war, civil unrest, and government interventions. Seller shall give timely notice of a force majeure event and take such reasonable action to mitigate the impacts of such an event.

Product Performance Information:

U-Factor, Solar Heat Gain Coefficient (SHGC), and Visible Light Transmittance (VLT) are certified by the National Fenestration Rating Council (NFRC).

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Manufacturer stipulates that these ratings conform to applicable NFRC procedures for determining whole product performance. NFRC ratings are determined for a fixed set of environmental conditions and a specific product size. NFRC does not recommend any products and does not warrant the suitability of any product for any specific use.

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

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

Including during the construction period, casement windows should never be left open and unlocked for prolong periods or during high wind conditions to avoid sash detachment/damage.

Actual sizes tested for documented STC and OITC ratings may vary from the ASTM E 1425 sizes to better represent Pella product offering.

STC and OITC ratings shown may be conservatively based on products tested with thinner panes of glass.

STC and OITC ratings may be from test results from an equivalent product.

BRANCH WARRANTY:

TERMS & CONDITIONS:

Additional Notices and Warranties

Price Quoted

The price quoted is valid for thirty days from date listed on this quote and is for product only. Price increases may occur out of the control of the sales rep and due to increases placed on the sales branch (DKJ Associates, Inc. dba Pella Doors and Windows of Northern California CA B Lic. # 1035250 ("Seller") 2251 Claremont Court, Hayward, CA 94545) by the manufacturer/supplier (Pella Corporation).

Non-Pella Products

Some products are manufactured by companies other than Pella Corporation, such as Rocky Mountain Hardware and Velux Skylights. These and all other Non-Pella products are not covered by Pella's warranty. Please refer to the original manufacturer for warranty information on these products.

Warning

Drilling, sawing, sanding or machining wood products generates dust, a substance known to the State of California to cause cancer. Avoid inhaling wood dust or use a dust mask or other safeguards for personal protection. California Health and Safety Code Section 25249.6

Warning

A. Clad/Wood Products - **WARNING: This product can expose you to chemicals including [Wood Dust, Cadmium], which is [are] known to the State of California to cause cancer, birth defect or other reproductive harm. For more information go to www.P65Warnings.ca.gov <<http://www.p65warnings.ca.gov>>.**

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Community Planning and Building

Jacob Olander, Assistant Planner

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B. Impervia Products - **WARNING: This product can expose you to chemicals including [Styrene], which is [are] known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov <<http://www.p65warnings.ca.gov/>>.**

Release Form

By signing this contract, Customer hereby authorizes Pella Corporation, its affiliates and/or subsidiaries to use, reproduce, and/or publish photographs and/or video that may pertain to me and my project, including materials described above, without compensation. I understand that this material may be used in various communications (e.g. Website, e-newsletters, promotional materials, etc).

Consequently, the Corporation may publish materials, photographs, and/or make reference to the project in a manner that the Corporation or project sponsor deems appropriate.

Terms & Conditions

Parties To The Contract

This Contract is entered into by and between DKJ Associates, Inc. dba Pella Doors and Windows of Northern California CA B Lic. # 1035250 ("Seller") and the "Customer" identified above. This is a product only transaction and does not include installation obligations under this contract.

Items Purchased

- 1.01. Items Listed. Seller shall sell to Customer and Customer shall accept and pay for the items listed above.
- 1.02. Customer Agrees That The Items Listed Are Correct. **Customer agrees the list of products being ordered as set forth above is complete and accurately describes all products being ordered by Customer.** Customer warrants that before Customer signed this Contract, Customer verified all of the information set forth above including but not limited to Customer's correct name, address and telephone number, the project name, address and telephone number, the Need Date, payment terms, the total number of items ordered, the quantity of each item, and as to each item the rough opening ("R.O.") dimensions, jamb depth, description, size, venting, **interior and exterior color, hardware color,** assembly information and price. **Initial**

- 1.03. Changes. Seller will accept no cancellations, changes or additions to this Contract unless presented to Seller on Seller's Change Order form, signed by Customer and Seller, within three (3) working days of the date of this Contract.

Price and Payment Terms

- 2.01. Purchase Price. Customer shall pay Seller the total purchase price shown on this Contract.
- 2.02. Deposit. The deposit amount is 50% of the total contract price specified due at the time Customer signs the Contract. For a transaction of less than \$1,200.00, the full amount is due at contract signing. Customer's order will not be processed until the Contract signed and dated by Customer, and the required deposit or full payment have been received and approved by Seller.
- 2.03. The balance of the purchase price on a COD order is due and payable the day before the scheduled delivery date. You will be contacted by our Logistics Coordinator to determine how you would like to settle your final balance due. If you choose to use an account, you have set up in our Secure Payment Portal you acknowledge and allow Pella Doors and Windows of Northern California the right to charge your account on file for your COD balance due within 24 hours prior to the delivery of your products. Our Secure Payment Portal accepts credit cards and e-checks. California Civil Code 1719(a) states that Seller may charge Customer a \$25 fee for the first bounced check and \$35 for every subsequent check Customer bounces. California Civil Code 1719(b) states Seller is entitled to "treble damages" or three times the amount of a bounced check which would be at a minimum of \$100 and no more than \$1500 from Customer.

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- 2.04. Credit - Net 30 Days. If credit is extended, Payment Terms are "Net 30 Days" - unpaid balances are due and payable on the 30th day after the date of the invoice. A credit application must be submitted by Customer and approved by Seller before credit will be extended.
- 2.05. Customer's Failure To Pay Balance On Delivery. If on delivery of a C.O.D. order, Customer fails to pay the balance due, Seller may withhold delivery until Customer pays the balance due plus two percent (2%) of the purchase price pursuant to Section 2.08 and interest on late payments pursuant to Section 2.09.
- 2.06. Customer's Delay In Taking Delivery. If Customer refuses to accept delivery on the confirmed delivery date or postpones or otherwise delays delivery past the confirmed delivery date, Seller shall not be required to make delivery until Customer pays the balance due plus two percent (2%) of the purchase price pursuant to Section 2.08 and interest on late payments pursuant to Section 2.09.
- 2.07. Customer's Obligation To Pay Within 30 Days. If Customer fails to pay the balance due on delivery, fails to comply with Customer's obligations on delivery pursuant to Section 3.02 or refuses, postpones or otherwise delays delivery past the confirmed delivery date, the balance due plus two percent (2%) of the purchase price pursuant to Section 2.08, if applicable, and interest on late payments pursuant to Section 2.09 shall be due and payable on the thirtieth (30th) day following the confirmed delivery date.
- 2.08. Damages For Customer's Failure To Take Timely Delivery. If Customer fails to pay the balance due on delivery or fails to comply with Customer's obligations on delivery pursuant to Section 3.02 and Seller withholds delivery pursuant to Section 2.05 or Section 3.02, or if Customer refuses, postpones or otherwise delays delivery past the confirmed delivery date, Customer agrees that it would be impractical or extremely difficult to fix the actual damages incurred by Seller as a result of Customer's delay in accepting delivery and agrees to pay two percent (2%) of the purchase price as liquidated damages and not a penalty to compensate Seller therefor.
- 2.9. Interest On Late Payments. Customer agrees to pay interest on late payments at the rate of 1.5% per month (18% per annum). Interest shall accrue on unpaid balances commencing on the thirtieth (30th) day after the date of the invoice following delivery or on the confirmed delivery date if Seller withholds delivery pursuant to Section 2.05 or Section 3.02 or if Customer refuses, postpones or otherwise delays delivery.
- 2.10. Guarantee of Payment. In consideration for extension of credit, the undersigned, individually and unconditionally, guarantees payment of all obligations and indebtedness which the Customer, whether as an individual, partnership, corporation or any other entity, incurs as the result of credit extended by Seller.

Delivery

- 3.01. Delivery Date. The items ordered pursuant to this contract will be ordered to achieve the desired specified Need Date. However, there may be delays outside the control of the Seller to prevent the product from meeting the desired Need Date. Customer acknowledges that the Need Date specified is a tentative date and the date can change. In no way will Customer hold DKJ Associate dba Pella Doors and Windows of Northern California or its representatives responsible for any delay of product delivery. And as such, Customer agrees they will not hold back any owed funds for product ordered on this contract due to delay. Seller will contact the Customer approximately one (1) week prior to the delivery date of the products. Initial [redacted]
- 3.02. Customer's Obligations. Delivery is (F.O.B) "tailgate delivery" to delivery destination specified in this contract as "delivery address." Customer or Customer's authorized representative must be present at the agreed time and place of delivery to accept delivery, sign the delivery receipt and furnish the labor to unload (driver does not move product onto property, in home, or storage facility). Purchaser is to provide labor to receive product from truck and move said products onto jobsite property. If Customer or Customer's authorized representative is not present to accept delivery and sign the delivery receipt or if Customer fails to furnish labor to unload, Seller may withhold delivery until Customer pays the balance due plus two percent (2%) of the purchase price pursuant to Section 2.08 and interest on late payments pursuant to Section 2.09 and complies with the other requirements of this Section 3.02. Initial [redacted]

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- 3.03. **Missing or Damaged Items.** Customer shall notify Seller of any and all missing, defective, damaged and/or nonconforming items, in writing, within five (5) working days of receipt of delivery. Customer's failure to so notify Seller within such time shall be deemed a waiver of such objections by Customer.
- 3.04. **No Returns.** Seller shall accept no returns except as specified in Section 3.03. Customer acknowledges all products specified on this contract are correct and Customer will not hold Seller accountable if product manufactured matches contract product specifications.
- Seller's Warranties**
- 4.01. **Product Warranty.** Pella products, as manufactured by Pella Corporation, Pella, Iowa, are warranted against defects in manufacturer's materials and/or workmanship, pursuant to term specified in the Pella Window & Door Limited Warranty document, which can be found at warranty.pella.com, from the date of invoice. Defects will be repaired at no charge (parts and labor) within the two years after the invoice date for reasons other than the following: 1) faulty installation or faulty finish; 2) vandalism or abusive treatment; 3) act of God, such as hail, high winds, fire, etc.
- 4.02. **Glass Warranty.** All vertically installed insulating glass applied in Pella products are warranted against seal failure for a period of twenty years from the date of manufacture. All insulating glass installed in a slope position is warranted for a period of five years from date of invoice. Glass breakage of any kind is not warranted. Insulating glass which fails due to premature seal failure will be replaced at no charge excluding labor. Labor connected with insulating glass replacement (including replacement of sash or door panels), or labor in any other case where Pella elects' replacement, is not covered by the warranty and is the responsibility of the owner.
- 4.03. **Limitation of Claims Against Seller.** In no event shall Seller be liable for consequential, indirect or incidental damages, or for any amount in excess of the purchase price, whether the claim is for breach of warranty or negligence.

General Provisions

- 5.01. **Authority of Seller's Agents.** No agent, employee, or representative of Pella Window & Door Company has any authority to bind Seller to any affirmation, representation or warranty concerning the goods sold under this Contract, and unless an affirmation, representation or warranty made by an agent, employee or representative is specifically included within this written Contract, it has not constituted a part of the basis of this bargain and shall not in any way be enforceable.
- 5.02. **Time for Bringing Action.** Any action for breach of this Contract must be commenced within one year after the cause of action has accrued.
- 5.03. **Applicable Law.** This Contract shall be governed by the Uniform Commercial Code as adopted in the State of California as effective and in force on the date of this Contract.
- 5.04. **Partial Invalidity.** If any term of this Contract is held by a Court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms shall remain in full force and effect and shall not be affected.
- 5.05. **Attorney's Fees.** Customer agrees to pay Seller any and all costs and expenses incurred by Seller in securing, collecting or compromising any claim by Seller against Customer hereunder, including but not limited to attorneys' fees and any and all costs and expenses incurred to secure and enforce Seller's Mechanic's Lien and Stop Notice rights and to prosecute any legal action with respect to such claim.

The purchasing party signing this contract takes full responsibility for all product attributes including but not limited to design ratings, glass specifications (profile, size, weight, glass of the individual providing size/measurements), hardware style and color, interior and exterior colors. If you are a homeowner signing on behalf of yourself or acting as owner contractor, you will be responsible for product specifications as noted above. Pella is not installing any of the products being purchased and does not represent a

contractor for your installation. Therefore, all accuracy for sizes and measurements are the responsibility of the Customer.

Initial

If you are not confident in your understanding of the product being ordered on your behalf, we recommend you seek said understanding prior to signing this contract. The purchaser/signer of this contract acknowledges the product is exactly what is being requested of Pella Corporation to manufacture. If product is deemed to be wrong after being manufactured, (but manufactured correctly per this Pella signed contract specifications), purchaser acknowledges their responsibility to hold Pella Corporation, Pella Doors and Windows of Northern California, and all representatives of both Pella Corporation and Pella Doors and Windows of Northern California, Inc. not liable for the error(s). Signing below, you agree to all the terms in this contract including the above statement.

Your Pella Representative is not selling installation services (this is a product only contract). Pella Doors and Windows of Northern California is not acting as your contractor or installer for this purchase and does not include any installation obligations or charges in this contract. You are solely responsible for the coordination and installation of your products.

By signing this contract, you further acknowledge this contract takes precedence and is accurate for all verbal and written communications you have provided to your Pella representative. No other suggestive or implied agreements that are not included in this contract have been made by your Pella representative.

By signing the below you acknowledge all of the above terms and conditions in this contract.

Customer Signature: _____

Customer Name: _____

Date: _____

Additional Notices and Warranties

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**Community Planning and Building
Jacob Olander, Assistant Planner**

Order Totals	
Taxable Subtotal	\$41,755.80
Sales Tax @ 9.25%	\$3,862.41
Non-taxable Subtotal	\$0.00
Total	\$45,618.21
Deposit Received	\$0.00
Amount Due	\$45,618.21

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Community Planning and Building
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