



Board of Public Works and Safety

Agenda Item

Cover Sheet

MEETING DATE: February 11, 2025

- ☐ Consent Agenda Item
- ☒ New Item for Discussion
- ☐ Previously Discussed Item
- ☐ Miscellaneous

ITEM #: 5

INITIATED BY: Aaron Head

- ☒ Information Attached
- ☐ Bring Paperwork from Previous Meeting
- ☐ Verbal
- ☐ No Paperwork at Time of Packets



TO: BOARD OF PUBLIC WORKS AND SAFETY
FROM: AARON HEAD, COMMUNITY ENGAGEMENT MANAGER
SUBJECT: 984 LOGAN STREET – FAÇADE IMPROVEMENT GRANT
DATE: January 31, 2025

Attached is the Façade Improvement Grant Application submitted by Jeremy Hochstedler, property owner at 984 Logan Street. (Telemetry Properties).

The total project cost is estimated at \$49,520.91 with a maximum grant of \$24,760.45. This particular application is for removal and replacement of 2nd floor windows.

After completion, all façade improvements must be inspected by the Program Administrator to verify work has been completed according to the Façade Improvement Agreement. “After” photos and paid invoices itemizing all eligible costs will be submitted to the Mayor’s Office for verification. After all work has been completed and verified, funds will be disbursed.

If you have any questions prior to the meeting on February 11th, please feel free to contact me at 317-776-6324 or at ahead@noblesville.in.gov.

Façade Improvement Grant Application

Grant that you are seeking (check all that apply):

☐ Small Projects

☒ Substantial Façade
Improvement

☐ Architectural
Design Assistance

Estimated Total Project Cost: \$49,520.91

Amount Requested: \$24,760.45

Address of property to be improved: 984 Logan St.

Applicant/Owner Information

Applicant Name: Jeremy Hochstedler

Applicant Mailing Address: 984 Logan St. Suite 200 Noblesville, IN 46060

Best Contact Phone Number: 317.999.7559

Email Address: hoch@telemetry.fm

Do you own or lease the property? Own

Property Owner Name (if different from applicant):

Owner Mailing Address:

Best Contact Phone Number for Owner:

Owner Email Address:

Property Information

Date of Construction: 1891

Number of Stories: 3

Is this building located on a corner? ☒ Yes ☐ No

Is this property listed on the National Register of Historic Places (either individually or as a contributing building in a National Register District)? ☒ Yes ☐ No

Is this property located in a local historic district or conservation district? ☒ Yes ☐ No

Is the first floor of the building currently occupied? ☒ Yes ☐ No

Name of Business: Telemetry Properties

Type: Commercial

Business Phone Number: 317.999.7559

Are any upper stories currently occupied? ☒ Yes ☐ No

Name of Business or Occupants: Telemetry Properties, Grindstone, et al

Type: Commercial / Restaurant / Offices

Business or Occupants Phone Number:

I understand that the Façade Improvement Grant must be used for the project described in this application and that the Grant Review Committee must review the application and approve it prior to beginning construction. I understand that failure to comply with the approved application may result in losing my eligibility to receive funds.

I acknowledge that the City of Noblesville Economic Development Department is obligated only to administer the grant procedures and is not liable to the applicant, owner of third parties for any obligations or claims of any nature growing out of, arising out of or otherwise related to the project or application undertaken by the applicant and/or owner.

Signature of Applicant:  _____

Printed Name: Jeremy H. Hochstedler

Date: Jan. 6, 2025

All of which is approved by the Board of Public Works and Safety of the City of Noblesville this _____ day of _____ 2025.

JACK MARTIN, PRESIDENT

JOHN DITSLEAR, MEMBER

LAURIE DYER, MEMBER

ROBERT J. ELMER, MEMBER

RICK L. TAYLOR, MEMBER

ATTEST:

EVELYN L. LEES, CLERK
CITY OF NOBLESVILLE, INDIANA

984 Logan St. Façade Grant 2025

Written Description of the Current Condition of the Property

The wood windows on the second story of the building are rotting, non-functional, and not secure (don't lock).

Detailed Plans Outlining the Project

The plan is to replace the second story windows with black fiberglass windows that won't require painting. The replacement windows will match identically to the third story windows which were replaced in the summer of 2024.





Bid/Estimate Summary Sheet

Note: Please attach all bids/estimates to this application. This form is a summary sheet only and may not serve as a substitute for actual preliminary cost estimate documentation. The bids should be itemized for each portion of the improvement project (signage, exterior painting, window repair, etc.)

Address of Property to be improved: 984 Logan St.

Itemized Description of Work: Window replacement

Bid #1 Submitted by: Pella	Amount: \$49,520.91
Bid #2 Submitted by: Bee Windows (Marvin Infinity)	Amount: \$79,825.00
Bid Preference: Click or tap here to enter text.	

Itemized Description of Work: Click or tap here to enter text.

Bid #1 Submitted by: Click or tap here to enter text.	Amount: Click or tap here to enter text.
Bid #2 Submitted by: Click or tap here to enter text.	Amount: Click or tap here to enter text.
Bid Preference: Click or tap here to enter text.	

Itemized Description of Work: Click or tap here to enter text.

Bid #1 Submitted by: Click or tap here to enter text.	Amount: Click or tap here to enter text.
Bid #2 Submitted by: Click or tap here to enter text.	Amount: Click or tap here to enter text.
Bid Preference: Click or tap here to enter text.	

Itemized Description of Work: Click or tap here to enter text.

Bid #1 Submitted by: Click or tap here to enter text.	Amount: Click or tap here to enter text.
Bid #2 Submitted by: Click or tap here to enter text.	Amount: Click or tap here to enter text.
Bid Preference: Click or tap here to enter text.	

Please make sure to indicate which bid you prefer for each description of work listed above.

Proof of payment (invoices and receipts) and at least one "after" picture are required for reimbursement after project completion.





Contract - Detailed

Indianapolis Experience Center
4705 E 96th St
Indianapolis, IN 46240
Phone: (317) 981-3720 **Fax:**

Sales Rep Name: Spacco, Paul
Sales Rep Phone: (317) 366-4451
Sales Rep Fax:
Sales Rep E-Mail: pespacco@mccombpella.com

Customer Information	Project/Delivery Address	Order Information
Jeremy Hochstedler 984 Logan St. NOBLESVILLE, IN 46060 Primary Phone: (317) 9997559 Mobile Phone: Fax Number: E-Mail: hoch@telemetry.fm Great Plains #: HOC004T1 Customer Number: 1011373253 Customer Account: 1007633762	Jeremy Hochstedler 984 Logan St Lot # Noblesville, IN 46060 County:	Quote Name: 2nd Floor Order Number: 120 Quote Number: 18523896 Order Type: Installed Sales Payment Terms: Net 30 Days Tax Code: 7%INDIANA Quoted Date: 8/9/2024

Line #	Location:	Attributes	
10	2nd Floor	Impervia, Single Hung, Impervia, Sash Set, 37 X 100.5, Black	Qty 12
			
Viewed From Exterior			
PK # 2172			
1: Non-Standard SizeNon-Standard Size Single Hung, Equal			
Frame Size: 37 X 74			
General Information: Standard, Duracast®, Block, Foam Insulated, 3", 1 11/16"			
Exterior Color / Finish: Black			
Interior Color / Finish: Black			
Glass: Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude			
Hardware Options: Cam-Action Lock, Matte Black			
Screen: Half Screen, InView™			
Performance Information: U-Factor 0.27, SHGC 0.26, VLT 0.47, CPD PEL-N-102-01063-00004, Performance Class LC, PG 40, Calculated Positive DP Rating 40, Calculated Negative DP Rating 40, STC 26, OITC 22, Egress Meets Typical 5.7 sqft (E) (United States Only)			
Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (3W3H / 3W3H), Black, Black			
2: Non-Standard SizeNon-Standard Size Fixed Sash Set			
Frame Size: 37 X 26 1/2			
General Information: Standard, Duracast®, Block, Foam Insulated, 3", 1 11/16"			
Exterior Color / Finish: Black			
Interior Color / Finish: Black			
Glass: Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude			
Performance Information: U-Factor 0.26, SHGC 0.27, VLT 0.49, CPD PEL-N-104-01003-00004, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50			
Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (3W2H), Black, Black			
Horizontal Mull 1: FactoryMull, Standard Joining Mullion, Frame To Frame Width- 0", Mull Design Pressure- 20			
Wrapping Information: No Exterior Trim, Pella Recommended Clearance, Perimeter Length = 275".			

Line #	Location:	Attributes	
15	2nd Rear and Side	Impervia, Single Hung, Impervia, Sash Set, 37 X 81.5, Black	Qty 5
			
Viewed From Exterior			
PK # 2172			
1: Non-Standard SizeNon-Standard Size Single Hung, Equal			
Frame Size: 37 X 55			
General Information: Standard, Duracast®, Block, Foam Insulated, 3", 1 11/16"			
Exterior Color / Finish: Black			
Interior Color / Finish: Black			
Glass: Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude			
Hardware Options: Cam-Action Lock, Matte Black			
Screen: Half Screen, InView™			
Performance Information: U-Factor 0.27, SHGC 0.26, VLT 0.47, CPD PEL-N-102-01063-00004, Performance Class LC, PG 40, Calculated Positive DP Rating 40, Calculated Negative DP Rating 40, STC 26, OITC 22, Clear Opening Width 33.4375, Clear Opening Height 23.9375, Clear Opening Area 5.558404, Egress Does not meet typical United States egress, but may comply with local code requirements			
Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (3W2H / 3W2H), Black, Black			
2: Non-Standard SizeNon-Standard Size Fixed Sash Set			
Frame Size: 37 X 26 1/2			
General Information: Standard, Duracast®, Block, Foam Insulated, 3", 1 11/16"			
Exterior Color / Finish: Black			
Interior Color / Finish: Black			
Glass: Insulated Low-E Advanced Low-E Insulating Glass Argon Non High Altitude			
Performance Information: U-Factor 0.26, SHGC 0.27, VLT 0.49, CPD PEL-N-104-01003-00004, Performance Class CW, PG 50, Calculated Positive DP Rating 50, Calculated Negative DP Rating 50			
Grille: GBG, No Custom Grille, 3/4" Contour, Traditional (3W2H), Black, Black			
Horizontal Mull 1: FactoryMull, Standard Joining Mullion, Frame To Frame Width- 0", Mull Design Pressure- 20			
Wrapping Information: No Exterior Trim, Pella Recommended Clearance, Perimeter Length = 237".			

Line #	Location:	Attributes	Qty
20	None Assigned	1Single Window Install - Single Window Installation - Trade	17

Line #	Location:	Attributes	
25	None Assigned	Two Story Window - Two Story Window-Trade	<div>Qty</div> <div>17</div>

Line #	Location:	Attributes	
30	None Assigned	Transom RecWindow Install - Transom Rectangle (each) Window Install-Trade	<div>Qty</div> <div>17</div>

Line #	Location:	Attributes	
35	None Assigned	R&R INSTALL - R&R construction installation charge	<div>Qty</div> <div>1</div>

Customer Notes: Lift Rental

Line #	Location:	Attributes	Qty
40	None Assigned	24" wide Aluminum Coil, Length: 600, Black	<u>3</u>

PK # 2172
1: Accessory
Frame Size: -1 X -1
General Information: 24" wide Aluminum Coil
Exterior Color / Finish: Painted, Standard Enduraclad, Black
Wrapping Information: Perimeter Length = 0".

Viewed From Exterior

Frame Size: 0" X 0"


Line #	Location:	Attributes	Qty
45	None Assigned	EXTTRIM12 - 12 ft Exterior Trim	<u>6</u>


Line #	Location:	Attributes	Qty
50	None Assigned	Installation Sealant, Black	<u>45</u>


PK # 2172
1: Accessory
Frame Size: -1 X -1
General Information: Installation Sealant
Exterior Color / Finish: Painted, Black
Interior Color / Finish: Not Applicable Interior
Package: Individual Tubes
Wrapping Information: Perimeter Length = 0".

Viewed From Exterior

Frame Size: 0" X 0"

Line #	Location:	Attributes	
55	None Assigned	01HM0000 - Pella 3" Pella Installation Tape, 150 ft	Qty 3
			
Viewed From Exterior			
Frame Size: 1" X 1"			

Line #	Location:	Attributes	
60	None Assigned	01HP0000 - Pella Great Stuff Pro Gun Foam	Qty 7
			
Viewed From Exterior			
Frame Size: 1" X 1"			

Line #	Location:	Attributes	
65	None Assigned	Wood Products Stop Colonial 4, Length: 144, Black Stain. Wood Type: Pine	Qty 35
			
Viewed From Exterior			
Frame Size: 0" X 0"			

Line #	Location:	Attributes	Qty
70	To Match	STNAILFILLER - Stain Nail Hole Filler (Stock)	1

Thank You For Purchasing Pella® Products

PELLA WARRANTY:

Pella products are covered by Pella's limited warranties in effect at the time of sale. All applicable product warranties are incorporated into and become a part of this contract. Please see the warranties for complete details, taking special note of the two important notice sections regarding installation of Pella products and proper management of moisture within the wall system. Neither Pella Corporation nor 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/insynctive). 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.

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](https://www.pella.com/arbitration). DE ARBITRAJE Y RENUNCIA COLECTIVA ("acuerdo de arbitraje") EN ESPAÑOL VER [PELLA.COM/ARBITRATION](https://www.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). 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 more information regarding the finishing, maintenance, service and warranty of all Pella® products, visit the Pella® website at www.pella.com

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.

Project Check List

Customer Date Needed: _____

Tailgate Delivery Discussed:

CSR Discussed:

Product Specifications Review:

Exterior Color:	_____
Interior Finish:	_____
Glazing:	_____
Blinds:	_____
Grille Type:	_____
Grilles Pattern:	_____
Wall Condition(s):	_____
Window Hardware Finish:	_____
Window Screen Type:	_____
Window Screen Material:	_____
Door Hardware Finish:	_____
Door Screen Type:	_____

Comments: _____

Terms and Conditions - Trade

The "SELLER" referred to in these **Terms and Conditions** is McCOMB WINDOW & DOOR CO., INC.

1. **General** - This Contract is binding upon Seller only if signed by the Customer within thirty (30) days of the date appearing on the first page hereof and accepted by the Seller at its home office. If this Contract is not accepted by Seller, Customer will be notified within fourteen (14) days. Shipments, deliveries and performance of work by Seller shall at all times be subject to Seller's approval of Customer's credit. Seller reserves the right at any time to revoke any credit extended to Customer for any reason deemed good and sufficient to Seller and may at any time decline to make any shipment, delivery, or perform any work except upon receipt of payment, security, or other terms and conditions satisfactory to Seller. This Contract is based on the quantities, unit sizes, and unit numbers of the goods, products and accessories thereto as listed and specified in the applicable pages hereof and is limited to the provisions (including price), terms and conditions contained herein, and is subject to additional charges in the event of changes or cancellations. Customer agrees to carefully check all goods, products and specifications listed herein prior to signing this Contract.

This Contract constitutes the sole and complete agreement between Seller and Customer and no statement, representation, or agreement, written or verbal, not appearing in this Contract shall be enforceable against Seller, excepting Change Orders prepared on a form furnished by Seller and signed by Customer or their duly authorized agent.

Seller is an authorized distributor of products manufactured by the Pella Corporation ("Pella"). Seller also distributes and handles goods and products produced by other manufacturers. No representation is made or intended that Seller deals exclusively or solely in Pella products and any statement or representation to the contrary is expressly disclaimed. Seller has made every reasonable effort to identify by model or series name the manufacturer of the goods and products listed in this proposal. In all events Customer should inquire of their Sales Representative if there is a question as to the original manufacturer of the goods and products listed herein.

2. **Payment Terms** - Upon signing this Contract (unless other arrangements have been agreed to by Seller), Customer shall pay Seller fifty percent (50%) of the Contract Price (the "Initial Payment"). Customer understands that the goods and products which are the subject of this Contract are to be custom manufactured to Customer's specifications and are not subject to resale or restocking, and under no circumstances is the Initial Payment refundable. The Contract Price balance will be paid by Customer to Seller prior to the delivery of the goods and products to Customer. All payments are to be made to McCOMB WINDOW & DOOR CO., INC., 5425 W. 74th St., Suite 200, Indianapolis, Indiana 46268.

Seller's invoices and any Contract balance remaining unpaid after 30 days will be assessed late payment charges upon the unpaid balance in the amount of 1.5% per month until paid. In the event Seller refers the Customer's unpaid Contract Balance to legal counsel to enforce payment, Seller shall be entitled to recover its reasonable attorneys' fees and all costs and expenses of collection. Customer hereby consents to the exclusive jurisdiction and venue in the state courts of Marion County, Indiana, and Customer hereby waives the right to trial by jury and all defenses of lack of personal jurisdiction, improper venue, and forum non conveniens.

3. **Delivery and Inspection** - Customer agrees to carefully inspect all goods and products upon delivery and to report immediately to Seller in writing any shortage or damage to any goods and products so delivered. Claims for alleged defects in goods and products shall be deemed waived unless made in writing and delivered to Seller at 5425 West 74th Street, Suite 200, Indianapolis, Indiana 46268 within seven (7) days of receipt of the goods and products by Customer. Customer shall afford Seller prompt and reasonable opportunity to inspect all goods and products as to which any claim is made. Seller reserves the right to make delivery in installments. All such installments may be separately invoiced and shall be paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining deliveries. Seller shall not be liable for failure to deliver or delays in delivery occasioned by strikes, lockouts, fires, inability to obtain materials or shipping space, breakdowns, delays of carriers or suppliers, governmental acts and regulations, and other causes beyond Seller's control.

4. **Seller's Security** - Seller retains title to the goods and products covered by this Contract until full payment is received, and the goods and products shall remain for all purposes personal property and shall not become part of the real estate regardless of the whether installed in, on or upon the property or improvements of Customer. Seller expressly reserves all rights to assert all contractor's, mechanic's and materialmen's liens under any provision at law or equity to secure payment of the Contract Price hereof.

5. **Returns** - See the Seller's *Return Goods Policy*, which is incorporated herein by this reference, and a copy of which is available upon request. **CUSTOM SIZED UNITS ARE NOT RETURNABLE UNDER ANY CIRCUMSTANCES.**

6. **Information on Pella Products** - Pella products are standard glazed to withstand a minimum of 20 psf pressure. Specific code requirements, wind loading and/or design specifications may require special glazing. Unless specifically noted or ordered, Pella products are not provided with safety glass. Glass installation in areas subject to human impact must be safety-glazed according to the *Safety Standard for Architectural Glazing Material* (16CFR 1201), issued by the U.S. Consumer Product Safety Commission or as prescribed by building codes. Pella products are available with tempered glass upon request.

Regulations governing the design and use of glazed windows and doors vary widely. The Customer, building owner, and architect are responsible for selecting products which conform to all applicable laws, regulations and building codes. Pella Corporation and Seller will not accept any responsibility whatsoever for the failure of Customer, building owner, and/or architect to comply with all applicable laws, and ordinances and safety and building codes. Pella Corporation and Seller shall not be responsible for windows, doors, sunrooms and skylights not installed in compliance with applicable laws, codes and regulations.

Pella clad windows and sliding glass doors have aluminum exteriors with coating of baked enamel. Pella wood windows and doors are exterior factory primed.

7. **Limited Warranty - Goods and Products** - Except for the limited warranties provided by Pella Corporation (copies of which are available from Seller and at www.pella.com) and the limited warranties (if any) provided by the manufacturers of any other goods and products listed in this Contract, all of the goods and products being sold to Customer under this Contract are without warranty, express or implied, provided by the Seller and the **SELLER MAKES NO WARRANTIES EXPRESS OR IMPLIED** with regard to the same. **ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM THE TERMS AND CONDITIONS HEREOF.** Seller shall not be liable for any special, indirect, incidental, or consequential damages of any nature whatsoever, nor any loss or expense arising in connection with the use of or inability to use the goods and products for any purpose whatever. Seller's maximum liability in any case shall not exceed the Contract Price for the goods and products claimed to be defective or nonconforming.
8. **Limited Warranty - Finishing Services** - In the event Seller has agreed to provide finishing services of the Pella brand goods, products and accessories itemized in this Contract, then such finishing services shall be covered under and subject to the terms, conditions, limitations, exclusions, and restrictions contained in the *Pella Branch Finish Limited Warranty*, copies of which are available from Seller. Such additional limited warranty is void if the goods, products, and accessories have been altered, modified or improperly maintained. Except for such additional limited warranty, **SELLER MAKES NO FURTHER WARRANTIES EXPRESS OR IMPLIED AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM THE TERMS AND CONDITIONS HEREOF.** Seller shall not be liable for any special, indirect, incidental, or consequential damages of any nature whatsoever, nor any loss or expense arising in connection with the use of or inability to use the goods and products for any purpose whatever. Seller's maximum liability in any case shall not exceed the Contract Price for the goods and products claimed to be defective or nonconforming.
9. **Work Site Safety** - The Customer shall fully comply with all laws, rules and regulations of OSHA and all governmental authorities having jurisdiction over the site of any work, including the work to be performed pursuant to this Contract. The Customer shall assume full responsibility and liability, to the fullest extent permitted by law, for the work site and for all safety measures, precautions and programs. The Customer agrees to assume full responsibility and liability, to the fullest extent permitted by law, for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of, resulting from or in any manner connected with, the execution of the work provided for in this Contract, or occurring or resulting from the use by the Seller, its agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by the Customer, the Seller or third parties. The Customer agrees, to the fullest extent permitted by law, to indemnify and save harmless the Seller, its agents and employees, from all such claims including, without limiting the generality of the foregoing, all claims for which the Customer may be, or may be claimed to be, liable, and for all attorneys' fees and other costs incurred by the Seller in the enforcement of these provisions.
10. **NOTICE AND OPPORTUNITY TO REPAIR** - IC 32-27-3 CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR OR BUILDER OF YOUR HOME. SIXTY (60) DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE CONTRACTOR OR BUILDER A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR CONTRACTOR OR BUILDER THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE BUILDER OR CONTRACTOR. HOWEVER, IF YOU UNREASONABLY REJECT A REASONABLE WRITTEN OFFER AND COMMENCE AN ACTION AGAINST THE BUILDER OR CONTRACTOR, A COURT MAY AWARD ATTORNEY'S FEES AND COSTS TO THE BUILDER OR CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT.

Additional Terms and Conditions Applicable to Installed Sales - Trade

11. **Applicability of Additional Terms and Conditions** - In the event Customer has requested Seller to supply and install the goods, products and accessories listed in this Contract, the following Additional Terms and Conditions shall be applicable to this Contract.

12. **Installed Sales - Scope of Work** - Seller will supply and install the goods, products and accessories itemized in this Contract at the location of Customer referred to above in this Contract (the "Project"). Customer represents they are (i) the owner, or (ii) the duly authorized agent or

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

representative of the owner of the premises location upon which the goods, products and accessories will be installed (the "Property"). Upon Seller's request, Customer agrees to provide evidence of Customer's ownership and/or Customer's authority with respect to the Property prior to commencement of any work. Customer agrees to provide access to the Property and buildings as is necessary to install the goods, products and accessories.

13. **Installed Sales - Change Orders** - In the event Customer requests any deletion from, modification of, or addition to the scope of work covered by this Contract or requests the substitution of the goods, products, and/or accessories listed in the Contract, the Customer shall, in advance of such deletion, modification, or addition, execute a Change Order detailing the changes to be made in this Contract, including any changes in the Contract Price and time of completion. Seller may supply substitutes of equal quality and value for the goods, products, and/or accessories listed in the Contract if those items originally listed have become unavailable or impractical to procure.
14. **Installed Sales - Site Preparation - Site Conditions - Supervision of Work** - Seller will provide Customer with reasonable notice of the commencement date of work on the Project. Prior to the commencement of work on the Project, Customer will remove any and all legal impediments or physical obstructions to the Project and will have the Property available for commencement of the work. Customer shall provide Seller with all reasonable access to the Property between the hours of 7:30 a.m. and 6:00 p.m., Monday through Friday. Seller will make every effort to complete the Project in a timely manner. Seller will not, in any event, be responsible for delays caused directly or indirectly by labor disputes, weather, fire, war, governmental interference, natural disaster, unusual weather conditions, acts of public agencies, inspectors, public utilities, extra work and Change Orders, transportation delays beyond the control of Seller, shortage or unavailability of material or products, acts of God, acts of Customer or Customer's representatives, or other contingencies not foreseen by and beyond the control of Seller. Seller is authorized to place such signs on the Property in view of any street or roadway and during the performance of the Project identifying Seller as the supplier and installer on the Project.
- In the event Seller shall encounter conditions during the performance of work on the Project which are (i) concealed physical conditions, or (ii) unknown physical conditions which differ materially from those ordinarily found to exist in construction activities of the character of the work to be performed herein, then Seller may propose such written Change Orders as are necessary to change the scope of the Project and Contract Price in order to account for such concealed and/or unknown conditions. Customer shall have five (5) days within which to accept or reject Seller's proposed Change Order or propose different terms thereof. In the event Customer shall elect to reject or propose terms different from Seller's proposed Change Order, then Seller may elect to accept Customer's proposed terms or terminate this Contract. If Seller elects to terminate this Contract, then Customer shall pay Seller for all goods, products, and accessories supplied and work performed up to the time of termination, including all costs expended on the Project and Seller's profit.
- Customer agrees that the direction and supervision of the working personnel, including subcontractors, shall rest exclusively with Seller and Customer agrees not to issue any instructions to, or otherwise interfere with the same. The Customer further agrees not to negotiate for additional work with Seller's subcontractors or to engage other contractors or subcontractors except with Seller's written consent and in such manner as will not interfere with Seller's completion of work under this Contract.
15. **Installed Sales - Lead-Based Paint Hazard Occupant Acknowledgement Statement** - Customer acknowledges receipt at least seven (7) days prior to any work being performed on the Project of the EPA pamphlet, *Protect Your Family from Lead in Your Home*, informing Customer of the potential risk of lead hazard exposure from renovation activity at Customer's Property.

McCOMB WINDOW & DOOR CO. INC.
5425 West 74th Street, Suite 200
INDIANAPOLIS, IN 46268
317-872-9927

Order Totals

Taxable Subtotal	\$32,837.77
Sales Tax @ 7%	\$2,298.64
Non-taxable Subtotal	\$14,384.50
Total	\$49,520.91
Deposit Received	\$0.00
Amount Due	\$49,520.91

Customer Name (Please print)

Pella Sales Rep Name (Please print)

Customer Signature

Pella Sales Rep Signature

Date

Date

Credit Card Approval Signature



PROJECT INVESTMENT

One Year Price	\$175,981
Volume Discount	\$65,113
Home Showcase	\$22,174
Manufacture Rebate	\$8,869
Cash Discount	\$0
TOTAL SAVINGS	\$96,156.00
DEPOSIT	
BALANCE	\$79,825

This space intentionally left blank



PAYMENT OPTION 1

Fixed 7 Year

Per Month

1321.90

PAYMENT OPTION 2

Fixed 10 Year

Per Month

1049.70

PAYMENT OPTION 3

Fixed 12 Year

Per Month

949.92

PAYMENT OPTION 4

Fixed 15 Year

Per Month

852.53

PAYMENT OPTION 5

Up to 22 Month's SAC

NO Down Payment

NO Interest

NO Payments

Per Month

0.00

This space intentionally left blank



PROJECT SPECIFICATIONS

Jeremy Hochstedler
984 Logan St
Noblesville IN 46060
(317)999-7559

I would like to thank you for the opportunity to design your project and earn your business. I have detailed out the specifics of the project, itemized for your review and added some payment options.

****ATTENTION**** DUE TO THE VOLITILITY IN THE COST OF MATERIALS AND LABOR THIS OFFER IS GOOD FOR 48 HOURS ONLY! This offer may also contain Manufacture Rebates and are valid on a first use basis. Please call to make sure they are still available.

In addition to the highest quality products and installation process in the industry, you can expect to receive the following:



- Bee Window - 40 Years in Business Family Owned & Operated
- Double Lifetime Transferable Warranty 100% Coverage
- Owners Personal Cell Phone Number Given to Every Customer
- Over 80,000 Satisfied Customers
- Energy Star Rated Products
- Full Time Employed Installers with Average of 17 Years of Experience
- AAA Better Business Rating
- 4.5 Star Google Rating with over 500 reviews
- Guild Quality Rating of 97%
- Professional Communication Process Throughout the Experience

Sincerely,

Vic Holove
Project Manager
Bee Window, INC.
(317) 456-0305
vic.holove@beewindow.com

This space intentionally left blank

All Windows

<div>Window Item</div> 	Window Style	Insert Double Hung	Window Brand Marvin	Marvin Infinity
	Location		Size	36 x 78
	3rd floor windows in 984 Logan st commercial bldg		Quantity	14
	Screen Size	Half	Inside Color	Black
	Low E	189 Glass	Grid Options	11/16" GBG Equal Lites
	Outside Color	Black		
	Hardware	White		
	Notes for Measure			
<div>Window Item</div> 	Window Style	Insert DH Picture	Window Brand Marvin	Marvin Infinity
	Location	3rd floor windows, transoms above DH	Size	36 x 24
	Screen Size	None	Quantity	14
	Low E	189 Glass	Inside Color	black
	Outside Color	Black	Grid Options	11/16" GBG Equal Lites
	Hardware	White		
	Notes for Measure			

Additional Details

Additional Information

This space intentionally left blank



PROJECT SPECIFICATIONS

Jeremy Hochstedler
984 Logan St
Noblesville IN 46060
(317)999-7559

I would like to thank you for the opportunity to design your project and earn your business. I have detailed out the specifics of the project, itemized for your review and added some payment options.

****ATTENTION**** DUE TO THE VOLITILITY IN THE COST OF MATERIALS AND LABOR THIS OFFER IS GOOD FOR 48 HOURS ONLY! This offer may also contain Manufacture Rebates and are valid on a first use basis. Please call to make sure they are still available.

In addition to the highest quality products and installation process in the industry, you can expect to receive the following:

- Bee Window - 40 Years in Business Family Owned & Operated
- Double Lifetime Transferable Warranty 100% Coverage
- Owners Personal Cell Phone Number Given to Every Customer
- Over 80,000 Satisfied Customers
- Energy Star Rated Products
- Full Time Employed Installers with Average of 17 Years of Experience
- AAA Better Business Rating
- 4.5 Star Google Rating with over 500 reviews
- Guild Quality Rating of 97%
- Professional Communication Process Throughout the Experience

Sincerely,

Vic Holove
Project Manager
Bee Window, INC.
(317) 456-0305
vic.holove@beewindow.com

This space intentionally left blank

All Windows

Window Item



Window Style Insert Double Hung
Location 3rd floor windows in 984 Logan st commercial bldg
Screen Size Half
Low E 189 Glass
Outside Color Black
Hardware White
Notes for Measure

Window Brand Marvin Marvin Infinity
Size 36 x 78
Quantity 14
Inside Color Black
Grid Options 11/16" GBG Equal Lites

Window Item



Window Style Insert DH Picture
Location 3rd floor windows, transoms above DH
Screen Size None
Low E 189 Glass
Outside Color Black
Hardware White
Notes for Measure

Window Brand Marvin Marvin Infinity
Size 36 x 24
Quantity 14
Inside Color Black
Grid Options 11/16" GBG Equal Lites

Additional Details

Additional Information

This space intentionally left blank