

MONTGOMERY COUNTY HISTORIC PRESERVATION COMMISSION
STAFF REPORT

Address:	5701 Achille Lane, Rockville	Meeting Date:	3/22/2023
Resource:	Master Plan Site #22/25 <i>James H. Cashell Farm</i>	Report Date:	3/15/2023
Applicant:	Robert Bertrand	Public Notice:	3/8/2023
Review:	HAWP	Tax Credit:	Yes
Permit Number:	1023063	Staff:	Dan Bruechert
PROPOSAL:	Window Replacement		

STAFF RECOMMENDATION

Staff recommends that the HPC **approve** the HAWP application.

ARCHITECTURAL DESCRIPTION

SIGNIFICANCE: Master Plan Site #22/25, *James H. Cashell Farm*
DATE: 2016 House within Historic Environmental Setting (Mid 1800s; Late 1800s-Early 1900s)

Excerpt from *Places from the Past*:

“... [T]he Cashell House was built in two distinct sections. The original section, at right, is typical of the mid-1800s with its traditional side gable symmetrical form and 6/6 sash windows. The picturesque east and north addition (left and rear) bears hallmarks of the Victorian era with its three-story tower with stickwork panels, jerkin-head (clipped) gable, and paired cornice brackets. The original block was likely updated when the addition was built, with cornice brackets and first-level 2/2 sash windows. The Cashell family owned this property for much of the 1800s. In 1865, the property belonged to Hazel B. Cashell, County Commissioner and Orphan’s Court judge, and James Cashell was living here by 1878. The farmstead includes a one-level hay barn with hanging gable, another substantial barn with two cupolas, and a stone house from the mid-1900s.”

The Cashell House was destroyed by fire in November 2010, but the stone tenant house and one historic barn remain. A house was permitted on the site in 2015 and construction was completed in 2016.



Fig. 1: Subject property, with the 2016 house circled in blue.

PROPOSAL

This applicant proposes to remove wood attic windows and replace them with an aluminum-clad window.

APPLICABLE GUIDELINES

When reviewing alterations and new construction at Master Plan Sites several documents are to be utilized as guidelines to assist the Commission in developing their decision. These documents include *Montgomery County Code Chapter 24A (Chapter 24A)*, the *Damascus-Goshen Historic Resources Master Plan Amendment (Amendment)*, and the *Secretary of the Interior's Standards for Rehabilitation (Standards)*. The pertinent information in these documents is outlined below.

Montgomery County Code; Chapter 24A-8

- (b) The commission shall instruct the director to issue a permit, or issue a permit subject to such conditions as are found to be necessary to ensure conformity with the purposes and requirements of this chapter, if it finds that:
 - (1) The proposal will not substantially alter the exterior features of an historic site or historic resource within an historic district; or
 - (2) The proposal is compatible in character and nature with the historical, archeological, architectural or cultural features of the historic site or the historic district in which an historic resource is located and would not be detrimental thereto or to the achievement of the purposes of this chapter; or

Secretary of the Interior's Standards for Rehabilitation:

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

STAFF DISCUSSION

The subject property is the *James H. Cashell Farm* Master Plan Site. The Cashell House was a traditional side gable mid-1800s house with Victorian era addition. The house was destroyed by fire in November 2010, and the current house was built in 2016 as part of the Preserve at Rock Creek subdivision. A mid-1900s stone tenant house and barn with two cupolas, both referenced as contributing outbuildings in *Places from the Past*, are at the rear of the subject property. The stone tenant house remains in its original location, with the barn having been moved to its current location near the stone tenant house, in accordance with the subdivision approval.

The applicant proposes to remove four four-lite wood fixed windows in the attic and replace them with single-hung two-over-two Fibrex, composite simulated divided lite windows. The existing windows have warped and do not securely close the building envelope. Staff finds that based on the degradation of these windows and because they are not historic, their removal should be approved as a matter of course.

Staff finds that the proposed Fibrex windows have a flatter profile than the existing wood windows, however, Staff also finds that the additional depth the wood windows provide does not benefit the historic character of the Master Plan Site. As *Fig. 1* shows, the new house was constructed to align with the surrounding subdivision and not to fit in with the historic barn and tenant house. The HPC-approved house is sided in fiber cement, with PVC trim, and asphalt shingles; and was not required to match the destroyed building in design and materials. For this reason, Staff finds that the proposed single-hung windows will not substantially alter the historic character of the site and should be approved under 24A-8(b)(1).

STAFF RECOMMENDATION:

Staff recommends that the Commission **approve** the HAWP application under the Criteria for Issuance in Chapter 24A-8(b)(1) having found that the proposal will not substantially alter the exterior features of the historic resource and is compatible in character with the district and the purposes of Chapter 24A;

and with the general condition that the applicant shall present an electronic set of drawings, if applicable, to Historic Preservation Commission (HPC) staff for review and stamping prior to submission for the Montgomery County Department of Permitting Services (DPS) building permits;

and with the general condition that final project design details, not specifically delineated by the Commission, shall be approved by HPC staff or brought back to the Commission as a revised HAWP

application at staff's discretion;

and with the general condition that the applicant shall notify the Historic Preservation Staff if they propose to make any alterations to the approved plans. Once the work is completed the applicant will contact the staff person assigned to this application at 301-563-3400 or dan.bruechert@montgomeryplanning.org to schedule a follow-up site visit.



APPLICATION FOR HISTORIC AREA WORK PERMIT
HISTORIC PRESERVATION COMMISSION
301.563.3400

FOR STAFF ONLY:
HAWP#
DATE ASSIGNED

APPLICANT:

Name:
Address:
Daytime Phone:
E-mail:
City:
Zip:
Tax Account No.:

AGENT/CONTACT (if applicable):

Name:
Address:
Daytime Phone:
E-mail:
City:
Zip:
Contractor Registration No.:

LOCATION OF BUILDING/PREMISE: MIHP # of Historic Property

Is the Property Located within an Historic District? Yes/District Name
No/Individual Site Name

Is there an Historic Preservation/Land Trust/Environmental Easement on the Property? If YES, include a map of the easement, and documentation from the Easement Holder supporting this application.

Are other Planning and/or Hearing Examiner Approvals /Reviews Required as part of this Application? (Conditional Use, Variance, Record Plat, etc.?) If YES, include information on these reviews as supplemental information.

Building Number: Street:

Town/City: Nearest Cross Street:

Lot: Block: Subdivision: Parcel:

TYPE OF WORK PROPOSED: See the checklist on Page 4 to verify that all supporting items for proposed work are submitted with this application. Incomplete Applications will not be accepted for review. Check all that apply:

- Checklist of work types: New Construction, Addition, Demolition, Grading/Excavation, Deck/Porch, Fence, Hardscape/Landscape, Roof, Shed/Garage/Accessory Structure, Solar, Tree removal/planting, Window/Door, Other.

I hereby certify that I have the authority to make the foregoing application, that the application is correct and accurate and that the construction will comply with plans reviewed and approved by all necessary agencies and hereby acknowledge and accept this to be a condition for the issuance of this permit.

Signature of owner or authorized agent

Date

HAWP APPLICATION: MAILING ADDRESSES FOR NOTIFYING
[Owner, Owner's Agent, Adjacent and Confronting Property Owners]

Owner's mailing address	Owner's Agent's mailing address
Adjacent and confronting Property Owners mailing addresses	

Description of Property: Please describe the building and surrounding environment. Include information on significant structures, landscape features, or other significant features of the property:

Description of Work Proposed: Please give an overview of the work to be undertaken:

Work Item 1: _____	
Description of Current Condition:	Proposed Work:

Work Item 2: _____	
Description of Current Condition:	Proposed Work:

Work Item 3: _____	
Description of Current Condition:	Proposed Work:

**HISTORIC AREA WORK PERMIT
CHECKLIST OF
APPLICATION REQUIREMENTS**

	Required Attachments						
Proposed Work	I. Written Description	2. Site Plan	3. Plans/ Elevations	4. Material Specifications	5. Photographs	6. Tree Survey	7. Property Owner Addresses
New Construction	*	*	*	*	*	*	*
Additions/ Alterations	*	*	*	*	*	*	*
Demolition	*	*	*		*		*
Deck/Porch	*	*	*	*	*	*	*
Fence/Wall	*	*	*	*	*	*	*
Driveway/ Parking Area	*	*		*	*	*	*
Grading/Excavation/ Landscaping	*	*		*	*	*	*
Tree Removal	*	*		*	*	*	*
Siding/ Roof Changes	*	*	*	*	*		*
Window/ Door Changes	*	*	*	*	*		*
Masonry Repair/ Repoint	*	*	*	*	*		*
Signs	*	*	*	*	*		*



DEPARTMENT OF PERMITTING SERVICES

Marc Elrich
County Executive

Rabbiah Sabbakhan
Director

HISTORIC AREA WORK PERMIT APPLICATION

Application Date: 2/28/2023

Application No: 1023063
AP Type: HISTORIC
Customer No: 1413661

Comments

Replace four windows in-kind to match existing.

Affidavit Acknowledgement

The Homeowner is the Primary applicant
This application does not violate any covenants and deed restrictions

Primary Applicant Information

Address 5701 ACHILLE LN
ROCKVILLE, MD 20855

Homeowner Bertrand (Primary)

Historic Area Work Permit Details

Work Type RESREP

Scope of Work Replace four damaged attic windows from 2016 residence.

Historic Area Work Permit Application #1023063

5701 Achille Lane, Derwood, Maryland 20855

Existing Conditions

March 1, 2023

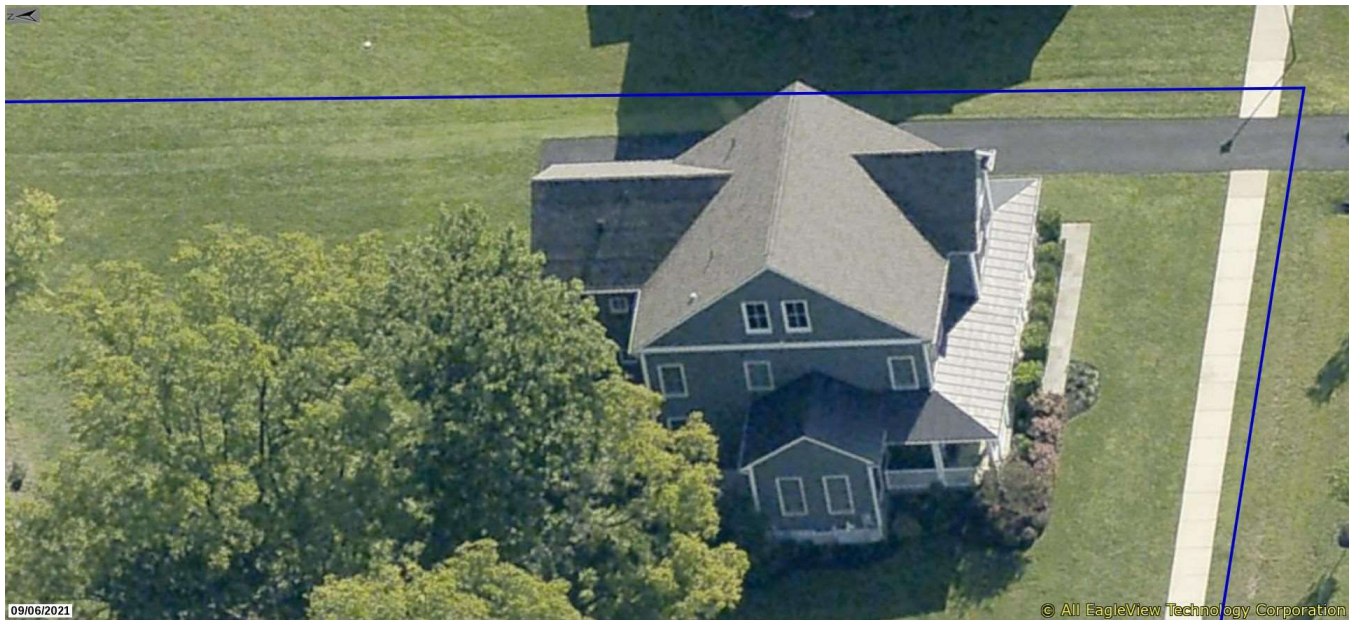


Figure 1.

Overhead view of west side 5701 Achille, Showing Attic Windows in Full Elevation.

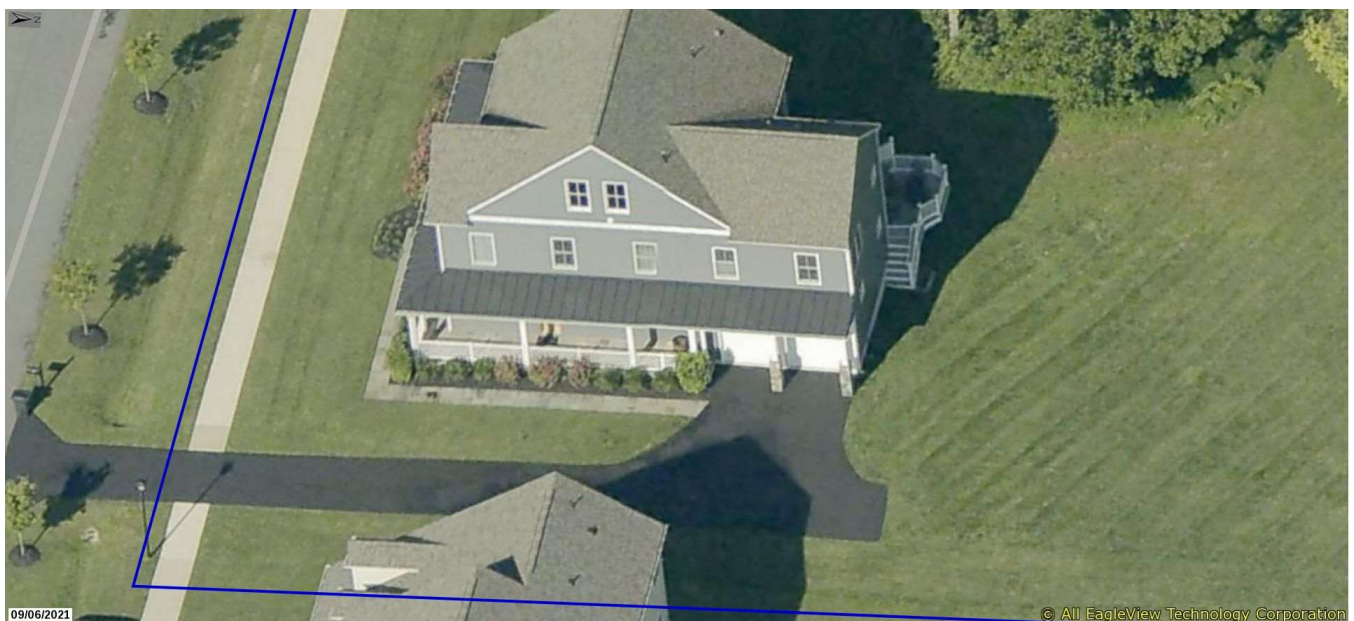


Figure 2.

Overhead view of east side 5701 Achille, Showing Attic Windows in Full Elevation.



Figure 3.
Closeup of existing windows.

Replacement windows will closely mirror existing windows. New windows will be of composite material, 2/2 simulated divided light windows.

FIBREX® MATERIAL

Developed by Andersen, Fibrex material is a revolutionary structural composite material that blends the very best attributes of vinyl and wood. Fibrex material saves on natural resources because it's composed of 40% reclaimed wood fiber by weight. Special polymer formulations surround and fill each wood fiber, enabling top performance. The result is a material that provides uncommon value and enhances the quality of any project. In use for over two decades in Andersen® products, Fibrex material has proven its strength and durability in all types of climates.

REVOLUTIONARY BUILDING MATERIAL

- Twice as strong as vinyl so weatherlight seals stay weatherlight
- Blocks thermal transfer nearly 700 times better than aluminum to help reduce heating and cooling bills
- Retains its stability and rigidity in all climates for exceptional durability
- Offers superior scratch resistance compared to painted vinyl¹

ENVIRONMENTALLY RESPONSIBLE

- Since Andersen developed the highly sustainable Fibrex material, reuse of waste wood fiber has prevented the harvesting of nearly 90 million board feet of timber
- 100 Series products can help builders earn LEED® points in three key categories: Energy & Atmosphere, Materials & Resources and Indoor Environmental Quality
- 100 Series products meet or exceed California Section 01350 Specification, a California indoor emission standard – one of the toughest in the country
- Like all Andersen products, 100 Series products are designed to last² and help reduce future waste streams



See how Andersen created Fibrex material at andersenwindows.com/fibrex

¹Visit andersenwindows.com/warranty for details.

²When tested against low leading competitors' painted vinyl window products.

WINDOW & DOOR TYPES

CASEMENT & AWNING WINDOWS

Caseament windows are hinged on the side and open outward to the left or right, while awning windows are hinged at the top and open outward. Both are also available as non-operating stationary windows.



Twin Casement

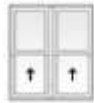


Picture With Flanking Casements

SINGLE-HUNG WINDOWS

Single-hung windows feature a fixed upper sash with an operable lower sash that slides up and down.

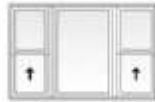
For convenience, the hardware locks automatically when the window is closed. An arch single-hung is also available to add architectural interest.



Twin Single-Hung



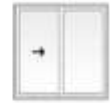
Arch Single-Hung



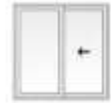
Picture With Flanking Single-Hungs

GLIDING WINDOWS

Gliding windows have one stationary sash and one operating sash that glides horizontally. A three-sash configuration, where two sash glide past a fixed center sash, is also available.



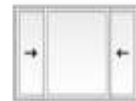
Gliding Active-Stationary



Gliding Stationary-Active



Gliding Active-Stationary-Active, 1:1:1 Sash Ratio



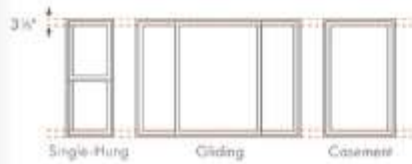
Gliding Active-Stationary-Active, 1:2:1 Sash Ratio



Available in custom sizes to fit all projects.

NEW CONSTRUCTION

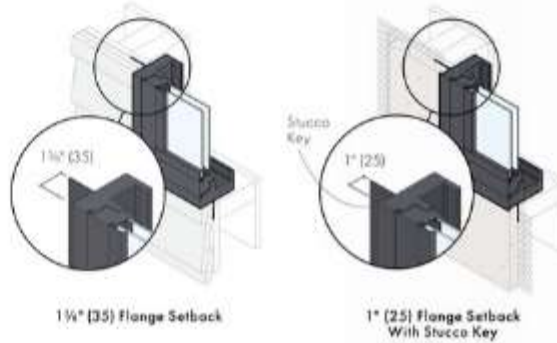
You'll find a 100 Series window or door to match any project from commercial to residential — no matter the location. And with uniform sight lines, it's easy to specify 100 Series products for the entire project.



- 3 1/4" [79] uniform sight lines allow for easy specification.
- An extension jamb attachment flange is available for easy application of extension jambs on the job site.
- Single-hung drywall pass-through windows have an upper sash that can be easily removed on the job site after the window is installed. With both sash removed, drywall can easily fit through upper floor windows.

FRAME TYPES: 1 1/4" Flange Setback or 1" Flange Setback With Stucco Key

For new construction, both frames have an integral installation flange that makes installation into a new opening easy and helps make sure the windows and doors are weathertight. For stucco exteriors, choose the frame with the stucco key to eliminate gaps that can result from the natural contraction of exterior stucco.

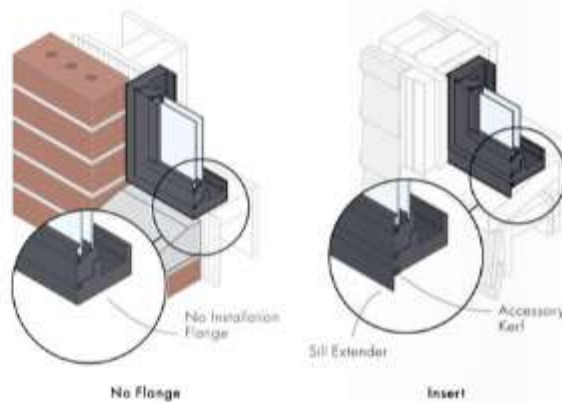


REMODELING & REPLACEMENT

Whether you're adding or updating, Andersen® 100 Series windows and patio doors enhance any project with a variety of styles, shapes and colors, with custom sizing in 1/8" [3] increments. The no-flange frame options include pre-drilled, through-the-jamb installation holes and installation screws to save you time.

FRAME TYPES: No Flange or Insert

The no flange frame allows for full removal of an existing window in situations where the frame is rotten or damaged. The no flange window is then installed into the existing rough opening. The insert frame provides fast and easy window replacement when installing the window into an existing window frame without disturbing the interior or exterior trim, saving time and money. The exterior accessory kerf allows for convenient finishing of the window. An exterior sill extender is available to fill the gap at the sill. Exterior frame extenders and a head expander are also available.



Dimensions in parentheses are in millimeters.

9

EXTERIOR & INTERIOR COLORS

100 Series windows and patio doors come in five exterior colors, including dark bronze and black – colors that are darker and richer than those of most vinyl windows. The interiors feature a premium matte finish for an attractive appearance.



*Products with Sandstone, dark bronze and black finishes have matching exterior. Pricing increases prevent exact duplication of colors. See your Andersen supplier for actual color samples.



WINDOWS

FEATURES

CASEMENT & AWNING

FRAME

A The frame is constructed with Fibrex® composite material. This construction produces a rigid frame.

B Durable, low-maintenance finish won't fade, flake, blister or peel.

Concealed receiving brackets mounted on the large side of the frame keep the sash tightly secured within the window frame when closed.

C Four frame options are available. See "Common Features" for details.

SASH

D Fibrex material construction provides long-lasting performance. The sash, finished with a durable copping, provides maximum protection and a matte, low-maintenance finish.

E The dual weatherstrip system combines both an exterior weatherhead design and a bulb weatherstrip seal between the sash and frame. The result is a long-lasting, energy-efficient barrier against wind, water and dust.

GLASS

F A glazing bead and silicone provide superior weather-tightness and durability.

G See "Common Features" for details.



HARDWARE

Sash operator provides almost effortless opening and closing, regardless of window size. Long-lasting stainless steel hinge channels are used at the head and sill to provide easy operation.

Single-Action Casement Lock

A single-action lock easily releases all concealed locking points on the casement sash. The color or finish of the lock hardware matches the handle.

Awning Sash Locks



Awning sash locks provide an added measure of security and weather-tightness. Awning hardware style and color options are compatible with 500 Series casement windows to ensure a consistent appearance when used in combination designs.

SINGLE-HUNG

FRAME

A The frame is constructed with Fibrex composite material. This construction produces a rigid frame.

B A durable, side-loaded ball-bearing provides for easy sash opening and closing. The lower sash can be removed without the use of tools.

C Durable, low-maintenance finish won't fade, flake, blister or peel.

D Four frame options are available. See "Common Features" for details.

E Weep holes are located on the exterior nose of the sill for proper water management.

SASH

The lower sash has a meeting rail cover with a unique raised profile design, allowing the sash to be opened and closed easily.

F Fibrex material construction provides long-lasting performance. The sash, finished with a durable copping, provides maximum protection and a matte, low-maintenance finish.

G Dual-let weatherstrip provides a long-lasting, energy-efficient barrier against wind, water and dust.



GLASS

H A glazing bead and silicone provide superior weather-tightness and durability.

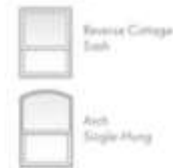
I See "Common Features" for details.

HARDWARE

Sash Lock

The sash lock engages automatically when the lower sash is closed. The standard sash lock matches the window's interior color.

ADDITIONAL SASH & SHAPE OPTIONS



COMMON FEATURES

FRAME

Four frame options include:

- 1 1/4" (32) flange setback for siding applications. An integral rigid vinyl flange helps seal the unit to the structure.
- 1" (25) flange setback with stucco key. An integral rigid vinyl flange helps seal the unit to the structure.
- No-flange option for window replacement in an existing framed opening.
- Inset option for window replacement in an existing window frame.

*See www.andersenwindows.com/variety for details.

**Products with Sandstone, dark bronze and black finishes have matching exteriors. Dimensions in parentheses are in millimeters. Finishing locations prevent exact duplications of colors. See your Andersen supplier for actual color samples.

GLASS

High-Performance options include:

- Low-E SmartSun™ glass
- Low-E SmartSun HeatLock™ glass
- Low-E glass
- Low-E HeatLock glass
- Low-E Sun glass
- Low-E PassiveSun™ glass
- Low-E PassiveSun HeatLock glass
- Clear Dual-Fine glass

Tempered laminated and other glass options are available. Contact your Andersen supplier.

A removable translucent film helps shield the glass from damage during delivery and construction, and simplifies finishing on the job site.

Patterned Glass

Patterned glass options are available. See page 12 for more details.

Glass Spacers



Glass spacers are now available in black, in addition to stainless steel, to provide more ways to customize project designs and achieve a contemporary look. (E-Series window is shown above.)

Performance Grade (PG) Upgrades

Optional performance grade upgrades are available for select sizes allowing units to achieve PG50 Performance Grade (PG) ratings or more comprehensive than Design Pressure (DP) ratings for measuring product performance. Choosing the PG50 upgrade doesn't change the appearance of the unit.

COLOR OPTIONS

EXTERIOR COLORS



INTERIOR COLORS



GRILLE OPTIONS

Grilles for Andersen® 100 Series windows and patio doors are available in a wide variety of patterns to complement virtually any style of home. Plus, they have options for easy cleaning and architectural authenticity many vinyl windows can't match.



Finelight grilles-between-the-glass



Finelight grilles-between-the-glass with permanent exterior grilles



Permanent exterior and permanent interior grilles with spacer



Permanent exterior and permanent interior grilles with no spacer

FINELIGHT™ GRILLES BETWEEN-THE-GLASS

Make glass easy to clean and have an elegant, sculpted profile. Choose a two-sided color scheme to match both the interior and exterior of the window or patio door. Also available with exterior grilles to provide architectural style and detail.

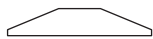
FULL DIVIDED LIGHT

Permanently applied to the exterior and interior of the window, with a spacer between the glass.

SIMULATED DIVIDED LIGHT

Permanently applied to the exterior and interior of the window, with no spacer between the glass.

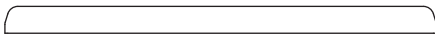
Grille Bar Widths Actual width shown.



3/4" (19) width grille bar for windows.

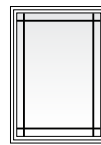


1" (25) width grille bar for patio doors.

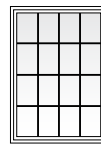


A 2 1/4" (57) width profile is available for most units to simulate a meeting rail or a multi-unit combination, such as a transom over a window or patio door.

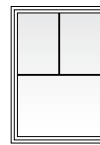
Grille Patterns



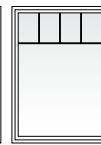
Prairie A



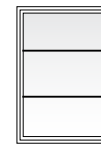
Colonial



Tall Fractional



Short Fractional



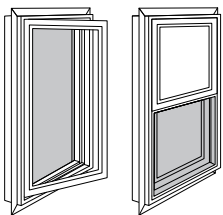
Specified Equal Light*



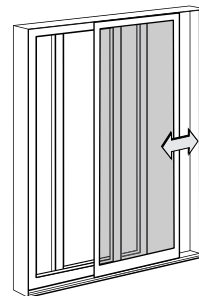
Custom J

To see all of the standard patterns available for a specific window or door, refer to the detailed product sections in this product guide or contact your Andersen supplier.

INSECT SCREEN OPTIONS



Insect screens for venting windows have a fiberglass screen mesh. Optional TruScene® insect screens are made with a micro-fine stainless steel mesh, providing 50% greater clarity than our conventional insect screens. Insect screen frames for casement and awning windows are color matched to the product interior and for single-hung and gliding windows are matched to the product exterior.



Gliding insect screens for 2-panel gliding patio doors have a fiberglass screen mesh. Insect screen frames for doors are color matched to the product exterior.

*Specify number of same-size rectangles across or down. Dimensions in parentheses are in millimeters.



PARCEL A, BLOCK E
TRANSCONTINENTAL GAS PIPE LINE
GAS RW L. 3915 F. 130
SUPERSEDED PREVIOUS RW
N 54°46'37" E 364.83'

LOT 15 D
S 23°37'31" E 219.09'
WROUGHT IRON FENCE LINE

LOT 14 D

S 42°28'40" E 230.82'

LOT 13 D

PARCEL A
SWM AREA
32,937 SF

LOT 1 **D**
218,271 Sq. Ft.

LOT 4 A



LOT 5 A

6' SIDEWALK ESMT.
N 15°32'00" W 468.36'

HISTORIC VIEW SHED

515.91 ± 30

LOT 2 D

S 02°18'36" W 233.00'

10' HOA STORM
DRAIN EASEMENT

HISTORIC VIEW SHED

145.8' ± 30

40.8' ± 30

ACHILLE LANE
70' RW

19' P.U.E.
9' P.I.E.
CSW



ASPH
DW

CSW=CONCRETE WALK
CSP=COVERED STONE PORCH
SSW=STONE SIDEWALK

NOTE:
THE SUBJECT BUILDING DOES NOT LIE WITHIN A DESIGNATED FLOOD PLAIN
AREA AS DEFINED BY THE FEDERAL INSURANCE ADMINISTRATION MAPS

MINIMUM ADVICE

1) THIS PLAT IS OF BENEFIT TO A CONSUMER ONLY INsofar as IT IS REQUIRED BY A LENDER, OR A TITLE INSURANCE COMPANY, OR ITS AGENT IN CONNECTION WITH CONTEMPLATED TRANSFER, FINANCING OR REFINANCING. 2) THIS PLAT IS NOT TO BE RELIED UPON FOR THE ESTABLISHMENT, OR LOCATION OF FENCES, GARAGES, BUILDINGS, OR OTHER EXISTING OR FUTURE IMPROVEMENTS. 3) THIS PLAT DOES NOT PROVIDE FOR THE ACCURATE IDENTIFICATION OF PROPERTY BOUNDARY LINES, BUT SUCH IDENTIFICATION MAY NOT BE REQUIRED FOR THE TRANSFER OF TITLE OR SECURING FINANCING OR REFINANCING.

SURVEYOR'S CERTIFICATE

THE PREPARATION OF THIS PLAT, AND THE REQUIRED SURVEY WORK, HAVE BEEN PERFORMED UNDER MY DIRECTION, IN ACCORDANCE WITH THE REQUIREMENTS OF SECT. 09.13.08.09-LOCATION DRAWINGS AND SECT. 09.13.08.12 BUSINESS PRACTICES OF THE MARYLAND STATE LAW REGARDING "MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYORS"

Vincent E. Boyd
VINCENT E. BOYD PROFESSIONAL LAND SURVEYOR
MARYLAND REG. NO. 21614 EXPIRES: 06/28/2019



DATE:
06/28/2017

PLAT NO.
24252

ADDRESS
5701

PERMIT #
711405

Dewberry
321 Ballenger Center Drive, Suite 103
Frederick, MD 21703
301.663.3158 Fax: 301.663.3679
www.dewberry.com

LOCATION DRAWING
PRESERVE AT ROCK CREEK
LOT 1 BLOCK D
5701 ACHILLE LANE
OLNEY (8TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND
SCALE 1"=50'



COLUMBIA ROOFING, Inc.

Roofing – Siding – Windows – Gutters - Downspouts

6935A Oakland Mills Road * Columbia, MD 21045

(410) 379-6100 * Fax (410) 379-0125

Celebrating 42 Years in the Construction and Home Improvement Industry

MHIC Lic. #12712

Date: 02-13-23

Submitted to	Mr. Rob Bertrand	Project Name	Replace 4 Attic Windows	
Address	5701 Achille Lane Rockville, MD 20855	Job location	Same	
Email	robbertrand@outlook.com	Job contact		
Phone	Cell 732.763.7031 Home 202.827.4371	Job phone		

PROVIDE ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO COMPLETE THE FOLLOWING SCOPE OF WORK, ALL WORK LISTED BELOW WILL BE INSTALLED ACCORDING TO INDUSTRIES STANDARDS, MANUFACTURERS SPECIFICATION AND RECOMMENDATIONS, ALSO, GOOD COMMON SENSE SAFETY PRACTICE WILL BE MAINTAINED AT ALL TIMES.

Work To Be Performed: Replace 4 Attic Windows

Remove and Replace 4 existing Attic Windows – Scope of work as follows:

- To safely access and perform work on the windows a manlift will be required. (This will be an extra to the contract)
- Cut caulking at the perimeter of the windows.
- Remove the existing wood trim.
- Remove the existing windows.
- Furnish and install 4 Andersen Series 100 series composite material windows, new construction windows with nail fins.
- Install 4 inch flashing tape to the perimeter of the windows.
- Install new composite trim to match the existing profile and close as possible.
- Install aluminum Z flashing at the top of all windows.
- Caulk the perimeter of all windows.
- Remove all debris from the site.
- Allow 2-3 Days to complete the work weather permitting.
- All workmanship is guaranteed for 2 years from completion, the windows will be covered by the appropriate manufacturer’s warranty.

Option #1 – Replace existing windows with Andersen 100 Series Picture Windows – Cost - \$7,800.00

[100 Series Picture Window | Andersen Windows](#)

Option #2 – Replace existing windows with Andersen 100 Series Single Hung Windows – Cost - \$8,095.00

[100 Series Single-Hung Window | Andersen Windows](#)

NOTE: THE COST OF A MANLIFT WILL BE AN EXTRA TO THE CONTRACT. ADDITIONAL COST - \$1,750.00

Permits – No permits are required unless you are changing the original structure. If permits are required, it will be the owner’s responsibility to obtain the permits.

I understand there are no verbal agreements between the Parties. Everything noted upon this contract has been included herein. Any changes to this contract shall be placed in writing and signed by both Columbia Roofing ("CRI") and the Homeowner and any and all prior communications and agreements are superseded by the terms and conditions of this contract. CRI will not accept any payment from the Homeowner prior to full execution of the contract. CRI requires 1/3 deposit of the contract price at the time of execution of the contract. Past due invoice: After receipt of clearance of your deposit, your next payment shall be due within 14 days from final completion of the scope of work provided by CRI. Failure timely to pay will result in a finance charge of 1% per month (12% per annum) on the remaining balance. Also, should the Homeowner fail timely to pay the outstanding balance and CRI has to hire legal counsel, Homeowner agrees to pay for the cost of collection including court costs and reasonable attorney's fees provided by the Maryland Rules of Civil Procedure.

Terms of this contract are as follows:

(X) 1/3 Deposit Required \$2,000.00.

We Accept Visa, MasterCard,
Discover. Financing Available through 3rd party
Note: 3% convenience fee on all credit card transactions

Approximate Starting Date from Date of Contract Acceptance: 30 Days (Weather Permitting) approximate days required for completion 2-3; subject to weather and terms & conditions noted herein.

NOTICE: Formal mediation of disputes between homeowners and contractors is available through the Maryland Home Improvement Commission. The Maryland Home Improvement Commission administers the Guaranty Fund, which may compensate homeowners for certain actual losses caused by acts or omissions of licensed contractors and a homeowner may request that a contractor purchase a performance bond for additional protection against losses not covered by the Guaranty Fund; however that cost to the contractor may be carried over to the Homeowner.

By signing this contract, you are representing that you are authorized to sign for all owners of the subject property, and are authorizing CRI to act on your behalf to obtain the appropriate work-scope authorization and settlement of your insurance claim, if any, and to do the work described above and/or as authorized by you. Homeowner agrees to irrevocably assign all insurance proceeds related to this contract, not to exceed the contract price. CRI is not seeking or taking from the Homeowner any form or manner of security interest in the real property or upon personal property.

The contractor and any subcontractor must be licensed. Anyone can ask the Maryland home improvement commission about a contractor or subcontractor, by writing or calling MHIC at: 500 North Calvert St., Balto, MD 21202. Telephone numbers are 410-230-6309 and 1-888-218-5925, www.dllr.state.md.us/license/mhic.

Corporate or
Homeowner's Signature: _____

Columbia Roofing, Inc:

Printed Name: _____

By: *Kathy Christopolis*

Date: _____

Date: 02-13-23

Salesman Signature: *James M Christopolis*
James M. Christopolis #12712

TERMS AND CONDITIONS

Drywall Issues - Occasionally when Replacing a roof minor drywall issues such as nail pops and cracking in interior drywall may occur due to vibration when removing and installing new roofing. Though we will take every precaution to avoid this type of problem CRI will not be liable for drywall nail pops and cracking. No drywall painting or staining is included in contract unless expressly stated therein.

Material Painting & Staining - is not included in contract except where specifically indicated.

Plywood clips: Plywood clips are H shaped metal clips which are installed with plywood decking to insure proper spacing between plywood panels. If plywood clips are missing from the roof this may or may not pose a problem. Plywood clips are typically installed between the edges of plywood to assure proper spacing between sheets of plywood for expansion during periods of rising temperatures to avoid buckling between sheets. This condition can create buckling or bowing which may become visible through the shingles or in severe circumstances it could cause leaking. CRI cannot predict whether or not this condition will occur. In light of this fact the owner agrees not to hold CRI responsible for failures due to missing plywood clips should they occur.

Attic Protection – When replacing your roof small debris may fall through openings between the decking and around penetrations. It is the owner's responsibility to protect items that may be stored in the attic. Please address any concerns with our project manager prior to work commencement.

Structural Issues –the new roof/siding will conform to existing structural conditions. Address any concerns with our project manager prior to work commencement. When making repairs color and style may vary from old to new. Electrical, plumbing, telephone, security & air conditioning lines should not be installed underneath the roof deck or exterior wall. If you are aware of such conditions, CRI must be notified immediately, CRI will not held liable for the puncture of improperly installed lines or lines within five inches of the roof deck or exterior wall. CRI will remove any items attached to the roof such as satellite dishes, basketball nets; antennas will not be reinstalled. CRI cannot reinstall satellite dishes as they must be installed by a satellite TV contractor. CRI will not remove or reinstall gutters covers, screen or helmets unless specified on page 1. CRI will not be responsible for wicking or leaks due to brick or masonry saturation, unless specifically specified in contract.

SHOULD THERE BE PLUMBING,ELECTRICAL WIRING,HVAC LINES OR OTHER HIDDEN CONDITIONS UNER THE ROOFING DECK OR BEHIND EXTERIOR WALLS, CRI WILL NOT BE RESPONSIBLE FOR DAMAGE INCURRED TO SAID ITEMS DUE TO THESE UNFORSEEN CONDITIONS, UNLESS CRI DID NOT PERFORM ITS WORK IN ACCORDANCE WITH INDUSTRY STANDARD. IT IS INCUMBENT UPON THE HOMEOWNER TO NOTIFY CRI OF SUCH CONDITIONS PRIOR TO COMMENCEMENT OF ITS WORK.

Additional Work –FOR roof trusses, in the event that rotted rafter tails are exposed during plywood ROOF replacement and at roof eaves of roof, CRI propose to install truss sistering using 2"x4" lumber at affected areas for an additional charge of \$5.00 per lf. ADDITIONS TO OR DEVIATION FROM THE SCOPE OF WORK OUTLINED ON PAGE 1, REPAIRS OF DAMAGE TO OUR WORK BY OTHERS, AND ANY LABOR REQUIRED TO BE DONE OTHER THAN DURING WORK HOURS SHALL BE CONSIDERED AN ADDITION TO THE CONTRACT PRICE AND CHARGED ON A TIME AND MATERIAL BASIS. CRI SHALL NOT ACCEPT ANY CHANGES OR BACK CHARGES UNLESS SUBMITTED WITH A PREVIOUSLY SIGNED AUTHORIZATION FROM CRI.

Approval and Permits – The Homeowner agrees to obtain any and all necessary permits or approvals from local government, home owners associations, architectural committees, historical societies or any other governing authority having jurisdiction of their property. CRI will supply samples for selection of material for approval if requested by homeowner but is the owner's responsibility to handle all fees, logistics and communications with the agency as require.

Limitation of Liability: Contractors shall not be liable for any incidental and/or consequential damages whether or not arising out of any defect, delay, non delivery of goods; shortages etc. Contractor's maximum liability shall not in any case exceed the contract price for the labor/materials claimed to be defective or unsuitable and/or non-conforming. At the option of Contractor, the remedy available to the Owner, shall be either a return of funds paid by Owner to Contractor for said labor/materials that are subject of the dispute or replacement with conforming goods and/or labor performed pursuant to industry standards.

Repairs –new material may not match due to color/style or discontinued material.

Homeowner Initial: _____
CRI: Initial: JMC

TERMS AND CONDITIONS

Warranties: Columbia Roofing, Inc. provides a **2** year labor warranty and provides a manufacturer's warranty on materials as noted on page (1). Warranties shall become effective upon payment in full to CRI. Customer shall timely notify CRI in writing within 10 business days of when Homeowner knew or should have known that warranty work is required. CRI shall be provided the opportunity to perform its warranty work. Failure to follow this protocol may result in the voiding of any labor and/or material warranties.

Repair/Patch Work: If you have requested that CRI perform repair/patch work, CRI's liability is limited to the affected area where the repair work was performed. There is no labor warranty for repair/patch work. It is also understood that repair/patch work related to moisture/water penetration or other water leakage is performed on a best effort basis and CRI can't assure that further water penetration will not occur in the affected areas. When doing repairs CRI will make every effort to match existing material, CRI cannot be held liable for discontinued material or color match.

Mold/Fungi: Mold/Fungi microbes are present in many locations. They may be dangerous and may cause disease. CRI does not inspect for mold/fungi and is not qualified to do so. The Homeowner is responsible to hire its own expert to make such determination. Layover systems of repairs, CRI is not liable for any trapped moisture that may contribute to mold/fungi.

Protecting personal property: Customer is responsible to protect and secure its personal property including but not limited to furniture, fixtures, plants and lawns. Exhibit 1.

Work Space: Customer shall provide CRI sufficient work space in order for CRI to conduct its services. It shall also allow CRI to store its materials on site. CRI may use Homeowner's facilities, parking, water and electricity, without charge to CRI.

Force Majeure: CRI will not be liable for damages and/or delay due to strikes, fire, weather or other incidents that are beyond the control of CRI.

Interference with Work: No repair, replacement or other work shall be performed by Homeowner or its agents regarding CRI's scope of work during the course of CRI's performance. Should such interference occur, without the written consent of CRI, such actions and/or omissions by Homeowner, may result in voiding of labor and/or material warranties by CRI and/or the manufacturer

Contract Modification: This contract shall only be modified by a designated agent of CRI that is noted by the signature of CRI salesperson or officer of CRI and that modification shall be in writing.

Dispute Resolution: Any controversy or claim arising out of this contract, or breach thereof, shall be settled in a court of competent jurisdiction in the State and County where the Homeowner resides or where the original contract creating the debt was signed.

Homeowner Initial: _____
CRI Initial: JMC

RIGHT OF CANCELLATION:

I, _____, HAVE BEEN PROVIDED ORAL NOTICE THAT I HAVE THE RIGHT TO CANCEL THIS TRNSACTION WITHOUT ANY PENALTY OR OBLIGATION, WITHIN 5 BUSINESS DAYS FROM THE DATE OF THE TRANSACTION SPECIFIC ON THE "NOTICE OF CANCELLATION", OR, IF I AM AT LEAST 65 YEARS OLD, WITHIN 6 BUSINESS DAYS FROM THE DATE OF THE TRANSACTION SPECIFIED ON THE "NOTICE OF CANCELLATION".

{ } CHECK IF BUYER IS AT LEAST 65 YEARS OLD.

Signature of Columbia Roofing, Inc. *James M Christopolis*

Signature of BUYER: _____

Date: _____

NOTICE OF CANCELLATION: You may cancel this transaction, without any penalty or obligation within 5 business days from the above date, if over 65 years of age 7 business days from above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt of by seller of your cancellation notice, and any security arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do not make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to: Columbia Roofing, Inc. at 6363 South Hanover Road Elkridge MD 21075.

I hereby cancel this transaction:

Signature of Homeowner

Date