

ISSUE: Certificate of Appropriateness for alterations

APPLICANT: Christine Laba

LOCATION: Old and Historic Alexandria District
1405 E Abingdon Drive, Unit 6

ZONE: RA/Multifamily Zone

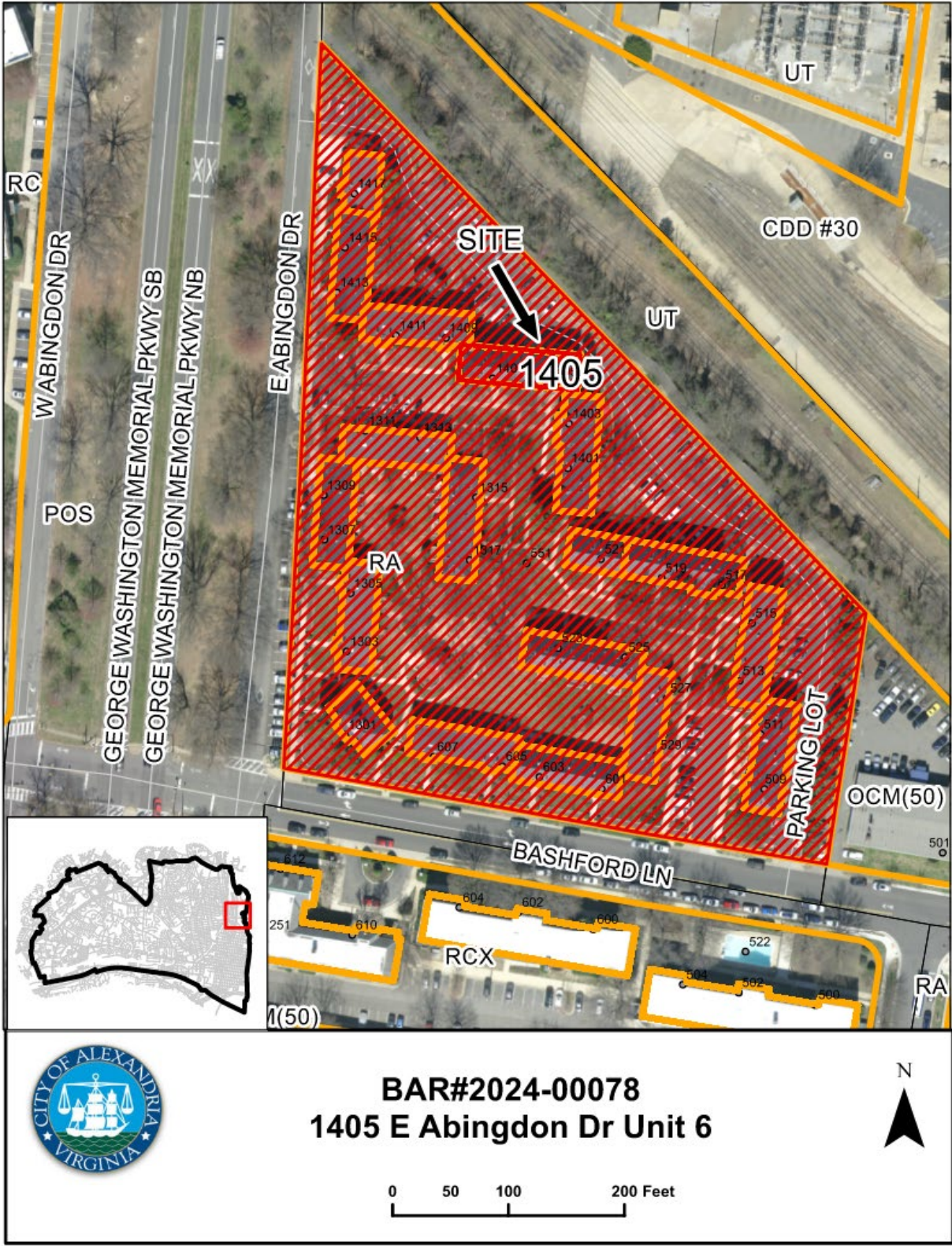
STAFF RECOMMENDATION

Staff recommends approval of the Certificate of Appropriateness for the removal of the chimney shaft as follows.

- 1) Option 1, Install a new chimney flange and flash the 14” chimney pipe with slate tile to match the existing, as submitted.
- 2) Option 2, work with staff to approve the appropriate vent type replacing the existing chimney shaft.

GENERAL NOTES TO THE APPLICANT

1. **APPEAL OF DECISION:** In accordance with the Zoning Ordinance, if the Board of Architectural Review denies or approves an application in whole or in part, the applicant or opponent may appeal the Board’s decision to City Council on or before 14 days after the decision of the Board.
2. **COMPLIANCE WITH BAR POLICIES:** All materials must comply with the BAR’s adopted policies unless otherwise specifically approved.
3. **BUILDING PERMITS:** Most projects approved by the Board of Architectural Review require the issuance of one or more construction permits by Department of Code Administration (including signs). The applicant is responsible for obtaining all necessary construction permits after receiving Board of Architectural Review approval. Contact Code Administration, Room 4200, City Hall, 703-746-4200 for further information.
4. **ISSUANCE OF CERTIFICATES OF APPROPRIATENESS AND PERMITS TO DEMOLISH:** Applicants must obtain a copy of the Certificate of Appropriateness or Permit to Demolish PRIOR to applying for a building permit. Contact BAR Staff, Room 2100, City Hall, 703-746-3833, or preservation@alexandriava.gov for further information.
5. **EXPIRATION OF APPROVALS NOTE:** In accordance with Sections 10-106(B), 10-206(B) and 10-307 of the Zoning Ordinance, any Board of Architectural Review approval will expire 12 months from the date of issuance if the work is not commenced and diligently and substantially pursued by the end of that 12-month period.
6. **HISTORIC PROPERTY TAX CREDITS:** Applicants performing extensive, certified rehabilitations of historic properties may separately be eligible for state and/or federal tax credits. Consult with the Virginia Department of Historic Resources (VDHR) prior to initiating any work to determine whether the proposed project may qualify for such credits.



I. APPLICANT'S PROPOSAL

The applicant requests a Certificate of Appropriateness to remove an existing chimney shaft at 1405 East Abingdon Drive, Unit 6.

Certificate of Appropriateness

The applicant is requesting a Certificate of Appropriateness to remove an existing chimney shaft at the rear/north roof slope. The 14" chimney pipe will be finished with slate tiles to match the existing. As a second option, the applicant would like to install an attic fan for energy efficiency.

Site context

The subject property is located in the Harbor Terrace complex, the building in question shown in the map below (Figure 1). Although the subject building's rear/north roof slope is not visible from East Abingdon Drive (Figure 2), there is a public trail running behind the complex which makes the chimney visible from a public way (Figure 3).

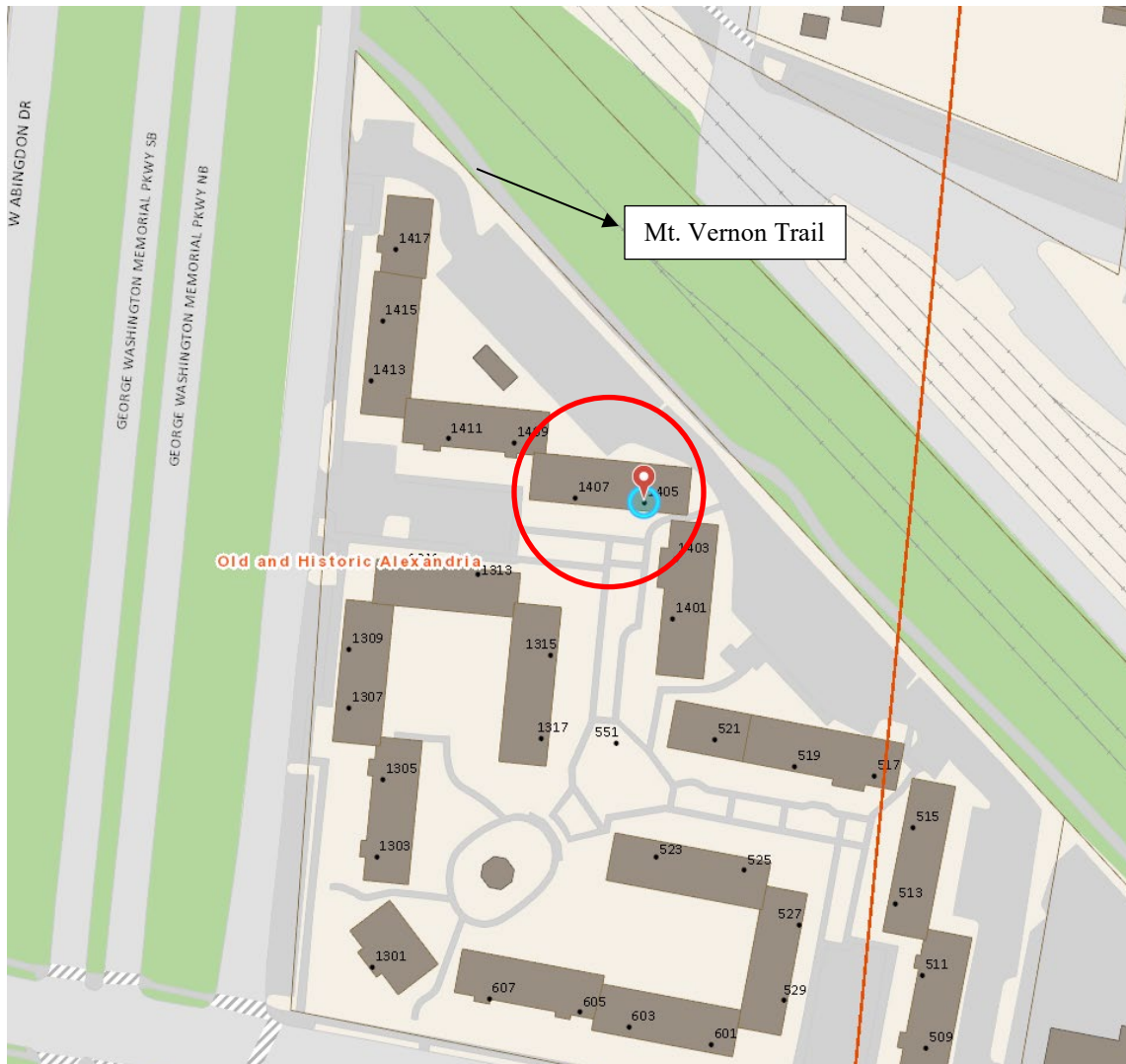


Figure 1 - Property location map.



Figure 2 - Visibility from East Abingdon Dr



Figure 3 – Visibility from Mt. Vernon Trail

II. HISTORY

The Harbor Terrace Apartments complex (1301-1417 East Abingdon Dr and 509-607 Bashford Lane) was constructed between **1943 and 1944**. The Garden Apartment type complex was one of many constructed in Alexandria beginning 1939 and continuing through the war years as the city struggled to accommodate the swelling population resulting from the buildup in governmental and defense industry employment. The southern, and somewhat later, northern end of Washington Street became the focus of apartment complex development. The Harbor Terrace rental complex was converted into condominium in 1981(SUP 1362).

Previous BAR Approvals for unit #6

BAR2021-00245 administrative approval for replacement of the rear deck in-kind.

III. ANALYSIS

The *Design Guidelines* state that “Chimneys and Flues are important functional elements of a building and provide visual variety to the roofline.” Furthermore, “The Boards strongly discourage the use of exterior metal flue chimneys. Exterior prefabricated metal chimneys should generally be covered with masonry or masonry like material to match the existing structure.” And “Small metal flues, plumbing vents in the roof, and attic exhaust vents required for 20th century functional requirements should be located on visually inconspicuous areas of the roof. Such metal flues and vents should be painted to match the existing color of the roof material in order to reduce visibility.”

The applicant is proposing two options:

- 1) Remove the metal chimney shaft and install a chimney flange to flash the 14” chimney pipe with new slate tiles to match the existing.
- 2) Replace the chimney shaft with an attic vent fan.

Staff has no objection to either option since the existing metal chimney shaft does not comply with the *Design Guidelines*, which were not adopted until 1993, decades after the complex’s construction. Furthermore, the chimney is located at the rear/north roof slope not visible from Abingdon Drive or Washington Street.

In regard to replacing the chimney shaft with an attic vent fan, staff has no objections since it will be located on a visually inconspicuous area of the roof. However, the applicant has not submitted a vent specification with the application, therefore, if the applicant decides to pursue the second option, she should work with staff to approve the appropriate vent type.

With the conditions above, staff recommends approval of the project.

STAFF

Marina Novaes, Historic Preservation Planner, Planning & Zoning
Tony LaColla, AICP, Land Use Services Division Chief, Planning & Zoning

CITY DEPARTMENT COMMENTS

Legend: C- code requirement R- recommendation S- suggestion F- finding

Zoning

C-1 Proposed chimney replacement will comply with zoning.

Code Administration

C-1 A building permit is required to remove the chimney and repair roof framings.

Transportation and Environmental Services

- R-1 The building permit must be approved and issued prior to the issuance of any permit for demolition, if a separate demolition permit is required. (T&ES)
- R-2 Applicant shall be responsible for repairs to the adjacent city right-of-way if damaged during construction activity. (T&ES)
- R-3 No permanent structure may be constructed over any existing private and/or public utility easements. It is the responsibility of the applicant to identify any and all existing easements on the plan. (T&ES)
- F-1 After review of the information provided, an approved grading plan is not required at this time. Please note that if any changes are made to the plan it is suggested that T&ES be included in the review. (T&ES)

- C-1 The applicant shall comply with the City of Alexandria’s Solid Waste Control, Title 5, Chapter 1, which sets forth the requirements for the recycling of materials (Sec. 5-1-99). (T&ES)
- C-2 The applicant shall comply with the City of Alexandria's Noise Control Code, Title 11, Chapter 5, which sets the maximum permissible noise level as measured at the property line. (T&ES)
- C-3 Roof, surface and sub-surface drains be connected to the public storm sewer system, if available, by continuous underground pipe. Where storm sewer is not available applicant must provide a design to mitigate impact of stormwater drainage onto adjacent properties and to the satisfaction of the Director of Transportation & Environmental Services. (Sec.5-6-224) (T&ES)
- C-4 All secondary utilities serving this site shall be placed underground. (Sec. 5-3-3) (T&ES)
- C-5 Any work within the right-of-way requires a separate permit from T&ES. (Sec. 5-2) (T&ES)
- C-6 All improvements to the city right-of-way such as curbing, sidewalk, driveway aprons, etc. must be city standard design. (Sec. 5-2-1) (T&ES)

Alexandria Archaeology

F-1 No Archaeology comments.

V. ATTACHMENTS

1 – Application Materials

- Completed application (updated on 3/10/2024)
- Project Proposal
- Photographs

2 – Supplemental Materials

ADDRESS OF PROJECT: 1405 E ABINGDON DR #6, ALEXANDRIA, VA 22314

DISTRICT: Old & Historic Alexandria Parker – Gray 100 Year Old Building

TAX MAP AND PARCEL: _____ ZONING: _____

APPLICATION FOR: (Please check all that apply)

- CERTIFICATE OF APPROPRIATENESS
- PERMIT TO MOVE, REMOVE, ENCAPSULATE OR DEMOLISH
(Required if more than 25 square feet of a structure is to be demolished/impacted)
- WAIVER OF VISION CLEARANCE REQUIREMENT and/or YARD REQUIREMENTS IN A VISION CLEARANCE AREA (Section 7-802, Alexandria 1992 Zoning Ordinance)
- WAIVER OF ROOFTOP HVAC SCREENING REQUIREMENT
(Section 6-403(B)(3), Alexandria 1992 Zoning Ordinance)

Applicant: Property Owner Business (Please provide business name & contact person)

Name: CHRISTINE LABA

Address: 1405 E ABINGDON DR #6, HARBOR TERRACE

City: ALEXANDRIA State: VA Zip: 22314

Phone: 703-328-2944 E-mail: chrisinark@hotmail.com

Authorized Agent (if applicable): Attorney Architect _____

Name: _____ Phone: _____

E-mail: _____

Legal Property Owner:

Name: (Same as above)

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ E-mail: _____

- Yes No Is there an historic preservation easement on this property?
- Yes No If yes, has the easement holder agreed to the proposed alterations?
- Yes No Is there a homeowner’s association for this property?
- Yes No If yes, has the homeowner’s association approved the proposed alterations?

If you answered yes to any of the above, please attach a copy of the letter approving the project.

NATURE OF PROPOSED WORK: *Please check all that apply*

- NEW CONSTRUCTION
- EXTERIOR ALTERATION: *Please check all that apply.*
 - awning
 - doors
 - lighting
 - other removal of sheet metal chimney stack
 - fence, gate or garden wall
 - windows
 - pergola/trellis
 - HVAC equipment
 - siding
 - painting unpainted masonry
 - shutters
 - shed
- ADDITION
- DEMOLITION/ENCAPSULATION
- SIGNAGE

DESCRIPTION OF PROPOSED WORK: *Please describe the proposed work in detail (Additional pages may be attached).*

Chimney stack is leaking to bedroom ceiling of neighbor's unit. Proposed plan to furnish and install a new chimney flange, to properly flash the 14" chimney pipe with the new slate that is being installed to match existing roof or install attic fan to make units across the top more energy efficient.

*HOA has not approved this, yet, determination is subject to approval by the BAR.

SUBMITTAL REQUIREMENTS:

Items listed below comprise the **minimum supporting materials** for BAR applications. Staff may request additional information during application review. Please refer to the relevant section of the *Design Guidelines* for further information on appropriate treatments.

Applicants must use the checklist below to ensure the application is complete. Include all information and material that are necessary to thoroughly describe the project. Incomplete applications will delay the docketing of the application for review. Pre-application meetings are required for all proposed additions. All applicants are encouraged to meet with staff prior to submission of a completed application.

Demolition/Encapsulation : *All applicants requesting 25 square feet or more of demolition/encapsulation must complete this section. Check N/A if an item in this section does not apply to your project.*

- N/A
- Survey plat showing the extent of the proposed demolition/encapsulation.
- Existing elevation drawings clearly showing all elements proposed for demolition/encapsulation.
- Clear and labeled photographs of all elevations of the building if the entire structure is proposed to be demolished.
- Description of the reason for demolition/encapsulation.
- Description of the alternatives to demolition/encapsulation and why such alternatives are not considered feasible.

Additions & New Construction: Drawings must be to scale and should not exceed 11" x 17" unless approved by staff. Check N/A if an item in this section does not apply to your project.

- ^{N/A} Scaled survey plat showing dimensions of lot and location of existing building and other structures on the lot, location of proposed structure or addition, dimensions of existing structure(s), proposed addition or new construction, and all exterior, ground and roof mounted equipment.
- FAR & Open Space calculation form.
- Clear and labeled photographs of the site, surrounding properties and existing structures, if applicable.
- Existing elevations must be scaled and include dimensions.
- Proposed elevations must be scaled and include dimensions. Include the relationship to adjacent structures in plan and elevations.
- Materials and colors to be used must be specified and delineated on the drawings. Actual samples may be provided or required.
- Manufacturer's specifications for materials to include, but not limited to: roofing, siding, windows, doors, lighting, fencing, HVAC equipment and walls.
- For development site plan projects, a model showing mass relationships to adjacent properties and structures.

Signs & Awnings: One sign per building under one square foot does not require BAR approval unless illuminated. All other signs including window signs require BAR approval. Check N/A if an item in this section does not apply to your project.

- ^{N/A} Linear feet of building: Front: _____ Secondary front (if corner lot): _____.
- Square feet of existing signs to remain: _____.
- Photograph of building showing existing conditions.
- Dimensioned drawings of proposed sign identifying materials, color, lettering style and text.
- Location of sign (show exact location on building including the height above sidewalk).
- Means of attachment (drawing or manufacturer's cut sheet of bracket if applicable).
- Description of lighting (if applicable). Include manufacturer's cut sheet for any new lighting fixtures and information detailing how it will be attached to the building's facade.

Alterations: Check N/A if an item in this section does not apply to your project.

- ^{N/A} Clear and labeled photographs of the site, especially the area being impacted by the alterations, all sides of the building and any pertinent details.
- Manufacturer's specifications for materials to include, but not limited to: roofing, siding, windows, doors, lighting, fencing, HVAC equipment and walls.
- Drawings accurately representing the changes to the proposed structure, including materials and overall dimensions. Drawings must be to scale.
- An official survey plat showing the proposed locations of HVAC units, fences, and sheds.
- Historic elevations or photographs should accompany any request to return a structure to an earlier appearance.

ALL APPLICATIONS: Please read and check that you have read and understand the following items:

- I have submitted a filing fee with this application. (Checks should be made payable to the City of Alexandria. Please contact staff for assistance in determining the appropriate fee.)
- I understand the notice requirements and will return a copy of the three respective notice forms to BAR staff at least five days prior to the hearing. If I am unsure to whom I should send notice I will contact Planning and Zoning staff for assistance in identifying adjacent parcels.
- I, the applicant, or an authorized representative will be present at the public hearing.
- I understand that any revisions to this initial application submission (including applications deferred for restudy) must be accompanied by the BAR Supplemental form and revised materials.

The undersigned hereby attests that all of the information herein provided including the site plan, building elevations, prospective drawings of the project, and written descriptive information are true, correct and accurate. The undersigned further understands that, should such information be found incorrect, any action taken by the Board based on such information may be invalidated. The undersigned also hereby grants the City of Alexandria permission to post placard notice as required by Article XI, Division A, Section 11-301(B) of the 1992 Alexandria City Zoning Ordinance, on the property which is the subject of this application. The undersigned also hereby authorizes the City staff and members of the BAR to inspect this site as necessary in the course of research and evaluating the application. The applicant, if other than the property owner, also attests that he/she has obtained permission from the property owner to make this application.

APPLICANT OR AUTHORIZED AGENT:

Signature: Christine Laba

Printed Name: Christine Laba

Date: 2/27/2024



Department of Planning and Zoning
 Floor Area Ratio and Open Space Calculations
 as of 12/20/18

B

A. Property Information

A1. Street Address RB Zone

A2. Total Lot Area x Floor Area Ratio Allowed by Zone = 0.00 Maximum Allowable Floor Area

B. Existing Gross Floor Area

<u>Existing Gross Area</u>	<u>Allowable Exclusions**</u>	
Basement <input type="text"/>	Basement** <input type="text"/>	B1. <input type="text"/> 0.00 Sq. Ft. Existing Gross Floor Area*
First Floor <input type="text"/>	Stairways** <input type="text"/>	B2. <input type="text"/> 0.00 Sq. Ft. Allowable Floor Exclusions**
Second Floor <input type="text"/>	Mechanical** <input type="text"/>	B3. <input type="text"/> 0.00 Sq. Ft. Existing Floor Area Minus Exclusions (subtract B2 from B1)
Third Floor <input type="text"/>	Attic less than 7'*** <input type="text"/>	Comments for Existing Gross Floor Area <div style="border: 1px solid gray; height: 60px; margin-top: 10px;"></div>
Attic <input type="text"/>	Porches** <input type="text"/>	
Porches <input type="text"/>	Balcony/Deck** <input type="text"/>	
Balcony/Deck <input type="text"/>	Lavatory*** <input type="text"/>	
Lavatory*** <input type="text"/>	Other** <input type="text"/>	
Other** <input type="text"/>	Other** <input type="text"/>	
B1. Total Gross <input type="text"/> 0.00	B2. Total Exclusions <input type="text"/> 0.00	

C. Proposed Gross Floor Area

<u>Proposed Gross Area</u>	<u>Allowable Exclusions**</u>	
Basement <input type="text"/>	Basement** <input type="text"/>	C1. <input type="text"/> 0.00 Sq. Ft. Proposed Gross Floor Area*
First Floor <input type="text"/>	Stairways** <input type="text"/>	C2. <input type="text"/> 0.00 Sq. Ft. Allowable Floor Exclusions**
Second Floor <input type="text"/>	Mechanical** <input type="text"/>	C3. <input type="text"/> 0.00 Sq. Ft. Proposed Floor Area Minus Exclusions (subtract C2 from C1)
Third Floor <input type="text"/>	Attic less than 7'*** <input type="text"/>	
Attic <input type="text"/>	Porches** <input type="text"/>	
Porches <input type="text"/>	Balcony/Deck** <input type="text"/>	
Balcony/Deck <input type="text"/>	Lavatory*** <input type="text"/>	
Lavatory*** <input type="text"/>	Other** <input type="text"/>	
Other <input type="text"/>	Other** <input type="text"/>	
C1. Total Gross <input type="text"/> 0.00	C2. Total Exclusions <input type="text"/> 0.00	

D. Total Floor Area

D1. 0.00 Sq. Ft.
Total Floor Area (add B3 and C3)

D2. 0.00 Sq. Ft.
Total Floor Area Allowed by Zone (A2)

E. Open Space

E1. Sq. Ft.
Existing Open Space

E2. Sq. Ft.
Required Open Space

E3. Sq. Ft.
Proposed Open Space

Notes

*Gross floor area is the sum of all areas under roof of a lot, measured from the face of exterior walls, including basements, garages, sheds, gazebos, guest buildings and other accessory buildings.

** Refer to the Zoning Ordinance (Section 2-145(B)) and consult with Zoning Staff for information regarding allowable exclusions. Sections may also be required for some exclusions.

***Lavatories may be excluded up to a maximum of 50 square feet, per lavatory. The maximum total of excludable area for lavatories shall be no greater than 10% of gross floor area.

The undersigned hereby certifies and attests that, to the best of his/her knowledge, the above computations are true and correct.

Signature: _____

Date: 2/27/2024

OWNERSHIP AND DISCLOSURE STATEMENT

Use additional sheets if necessary

1. Applicant. State the name, address and percent of ownership of any person or entity owning an interest in the applicant, unless the entity is a corporation or partnership, in which case identify each owner of more than three percent. The term ownership interest shall include any legal or equitable interest held at the time of the application in the real property which is the subject of the application.

Name	Address	Percent of Ownership
1. Christine Laba	1405 E ABINGDON DR., #6, Alexandria, VA 22314	100%
2.		
3.		

2. Property. State the name, address and percent of ownership of any person or entity owning an interest in the property located at _____ (address), unless the entity is a corporation or partnership, in which case identify each owner of more than three percent. The term ownership interest shall include any legal or equitable interest held at the time of the application in the real property which is the subject of the application.

Name	Address	Percent of Ownership
1.		
2.		
3.		

3. Business or Financial Relationships. Each person or entity listed above (1 and 2), with an ownership interest in the applicant or in the subject property is required to disclose **any** business or financial relationship, as defined by Section 11-350 of the Zoning Ordinance, existing at the time of this application, or within the 12-month period prior to the submission of this application with any member of the Alexandria City Council, Planning Commission, Board of Zoning Appeals or either Boards of Architectural Review.

Name of person or entity	Relationship as defined by Section 11-350 of the Zoning Ordinance	Member of the Approving Body (i.e. City Council, Planning Commission, etc.)
1.		
2.		
3.		

NOTE: Business or financial relationships of the type described in Sec. 11-350 that arise after the filing of this application and before each public hearing must be disclosed prior to the public hearings.

As the applicant or the applicant's authorized agent, I hereby attest to the best of my ability that the information provided above is true and correct.

3/10/2024 Christine Laba Christine Laba
 Date Printed Name Signature















FEBRUARY 22, 2024

TO: HARBOR TERRACE CONDOMINIUMS

JOB: 1405 EAST ABINGDON DR
ALEXANDRIA, VA 22314

~ GENERAL CONDITIONS ~

SITE PREPARATION:

- INSTALL SAFETY AND PROTECTIVE MEASURES AROUND WORK SITE.

CLEAN-UP:

- REMOVE SAFETY AND PROTECTIVE MEASURES.
- CLEAN UP WORK SITE AND REMOVE ALL DEBRIS.

~ PROJECT ~

EXTERIOR:

1. CHIMNEY FLANGE

FURNISH AND INSTALL A NEW CHIMNEY FLANGE, TO PROPERLY FLASH THE 14" CHIMNEY PIPE WITH THE NEW SLATE THAT IS BEING INSTALLED.

2. LIFT

THIS LIFT IS NEEDED FOR US TO GAIN ACCESS TO THE ROOF AND TO GET THE NEEDED MATERIALS UP TO THE ROOF IN A SAFE MANNER

JOB TOTAL: \$2,600.00

CHIMNEY FLUE:

OPTION 1 (REMOVE ONLY) REMOVE EXISTING FIREPLACE

- THIS IS A TEMPLATE ESTIMATE TO GIVE AN IDEA OF THE PRICE.
- EACH HOMEOWNER'S ACTUAL PRICE WILL LIKELY VARY DUE TO THEIR FIREPLACE AND OTHER FACTORS.

- -REQUIRES A LEVEL 2 (CAMERA SCAN) POSSIBLY 3 INSPECTION (CUTTING A SMALL HOLE IN THE DRYWALL) TO DETERMINE WHICH UNIT IS MAY FIT
- -DOWNSTAIRS UNITS MAY REQUIRE BREACHING DRYWALL OF UNITS ABOVE.
- -TYL WILL ESTIMATE THE FOLLOWING ITEMS AFTER CHIMNEY FLUE REMOVAL. PAINTING, DRYWALL, ROOFING AND OTHER FINISHING WORK THAT MAY RESULT FROM THIS REMOVAL.

JOB TOTAL: \$4,950.00

OPTION 2 REMOVE AND REINSTALL NEW WOOD BURNING FIRE PLACE

- THIS IS A TEMPLATE ESTIMATE TO GIVE AN IDEA OF THE PRICE.
- EACH HOMEOWNER'S ACTUAL PRICE WILL LIKELY VARY DUE TO THEIR FIREPLACE AND OTHER FACTORS.
- REQUIRES A LEVEL 3 INSPECTION (CUTTING A SMALL HOLE IN THE DRYWALL) TO DETERMINE WHICH UNIT IS MAY FIT
- DOWNSTAIRS UNITS MAY REQUIRE BREACHING DRYWALL OF UNITS ABOVE.
- TYL TO ESTIMATE ANY OF THE FOLLOWING AFTER FIREPLACE IS REPLACED ELECTRICAL, PAINTING, DRYWALL, FLASHING, AND INSTALLATION OF OTHER FINISHING WORK
- COMES WITH COMPLETE UNIT, BI-FOLD GLASS DOORS, AND ABSOLUTE BLACK SURROUND. MANTELS AND OTHER OPTIONS ARE EXTRA.

[HTTPS://WWW.MAJESTICPRODUCTS.COM/FIREPLACES/WOOD/SOVEREIGN-
WOOD-FIREPLACE](https://www.majesticproducts.com/fireplaces/wood/sovereign-wood-fireplace)

JOB TOTAL: \$20,818.33

OPTION 3 REMOVE AND INSTALL NEW ELECTRIC FIRE PLACE

- THIS IS A TEMPLATE ESTIMATE TO GIVE AN IDEA OF THE PRICE.
- EACH HOMEOWNER'S ACTUAL PRICE WILL LIKELY VARY DUE TO THEIR FIREPLACE AND OTHER FACTORS.
- REQUIRES A LEVEL 3 INSPECTION (CUTTING A SMALL HOLE IN THE DRYWALL) TO DETERMINE WHICH UNIT IS MAY FIT
- TYL WILL PRICE THE FOLLOWING ITEMS AFTER FIREPLACE INSTALLATION: PAINTING, ELECTRICAL, STONE WORK, ETC OR ANY OTHER FINISHING WORK
- DOWNSTAIRS UNITS MAY REQUIRE BREACHING DRYWALL OF UNITS ABOVE.
- TYL WILL PRICE THE FOLLOWING ITEMS AFTER FIREPLACE INSTALLATION: PAINTING, DRYWALL, ROOFING AND OTHER FINISHED WORK THAT MAY RESULT FROM THIS REMOVAL.

JOB TOTAL: \$14,708.00

**IF PERMITS ARE REQUIRED COST OF
BUILDING PERMIT \$500.00
ELECTRICAL PERMIT \$500.00**

EXCLUSIONS:

- ANY ADDITIONAL FINDINGS THAT WERE NOT VISIBLE DURING INITIAL SITE VISIT.

PAYMENT: CONTRACTOR PROPOSES TO PERFORM THE ABOVE WORK, (SUBJECT TO ANY ADDITIONS AND/OR DEDUCTIONS PURSUANT TO AUTHORIZED CHANGE ORDERS), **TOTAL OF: \$**

PAYMENT DUE WHEN AMOUNT

1. SIGNING OF CONTRACT \$
2. COMPLETION OF 50% \$
3. COMPLETION OF PROJECT \$

- START: WITHIN 1 TO 2 WEEK AFTER APPROVAL
- FINISHED: TBD
- WARRANTY:
 - MATERIALS: MANUFACTURER’S WARRANTY
 - LABOR: 2 YEARS

ACCEPTANCE:

THIS CONTRACT IS APPROVED AND ACCEPTED. I (WE) UNDERSTAND THERE ARE NO ORAL AGREEMENTS OR UNDERSTANDINGS BETWEEN THE PARTIES OF THIS AGREEMENT. THE WRITTEN TERMS, PROVISIONS, PLANS (IF ANY) AND SPECIFICATIONS IN THIS CONTRACT IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES. CHANGES IN THIS AGREEMENT SHALL BE DONE BY WRITTEN CHANGE ORDER ONLY AND WITH THE EXPRESS APPROVAL OF BOTH PARTIES. CHANGES MAY INCUR ADDITIONAL CHARGES.

APPROVED AND ACCEPTED (OWNER)	DATE
APPROVED AND ACCEPTED (OWNER)	
APPROVED (CONTRACTOR)	DATE

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

NOTE: THIS CONTRACT MAY BE WITHDRAWN OR RENEGOTIATED AFTER **30** DAYS FROM **2/22/2024** IF NOT APPROVED AND SIGNED BY BOTH PARTIES.

ADDITIONAL PROVISIONS- UNLESS OTHERWISE SPECIFIED HEREIN, THE FOLLOWING ADDITIONAL PROVISIONS ARE EXPRESSLY INCORPORATED INTO THIS CONTRACT:

1. CONTRACT, PLANS, SPECIFICATIONS, PERMITS & FEES.

THE WORK DESCRIBED IN THIS CONTRACT SHALL BE DONE ACCORDING TO THE PLANS AND THE PLAN SPECIFICATIONS (IF ANY) EXCEPT IN THE CASE OF CONFLICT WHEN THE PROVISIONS OF THIS CONTRACT SHALL HAVE CONTROL OVER BOTH THE PLANS AND THE PLAN SPECIFICATIONS. ALL REQUIRED BUILDING PERMITS WILL BE PAID FOR BY OWNER AND OBTAINED BY CONTRACTOR. ALL OTHER CHARGES, TAXES, ASSESSMENTS, FEES ETC., OF ANY KIND WHATSOEVER, REQUIRED BY ANY GOVERNMENT BODY, TELEPHONE OR UTILITY COMPANY OR THE LIKE SHALL BE PAID FOR BY OWNER.

2. PROPERTY LINES.

OWNER IS RESPONSIBLE TO LOCATE AND INFORM CONTRACTOR OF THE LOCATION OF ALL PROPERTY LINES. AT THE DISCRETION AND DIRECTION OF CONTRACTOR, OWNER MAY BE REQUIRED TO PROVIDE AT OWNER'S EXPENSE, A LICENSED SURVEYOR'S MAP OF THE PROPERTY SHOWING THE PROPERTY LINES.

3. SUBCONTRACTING.

CONTRACTOR HAS THE RIGHT TO SUBCONTRACT ANY PART OF, OR ALL OF, THE WORK HEREIN.

4. CHANGE ORDERS.

SHOULD OWNER, CONSTRUCTION LENDER, OR ANY GOVERNMENT BODY OR INSPECTOR REQUIRE ANY MODIFICATION TO THE WORK COVERED UNDER THIS CONTRACT, ANY COST INCURRED BY CONTRACTOR SHALL BE ADDED TO THE CONTRACT PRICE AS EXTRA WORK AND OWNER AGREES TO PAY CONTRACTOR HIS NORMAL SELLING PRICE FOR SUCH EXTRA WORK. ALL EXTRA WORK AS WELL AS ANY OTHER MODIFICATIONS TO THE ORIGINAL CONTRACT SHALL BE SPECIFIED AND APPROVED BY BOTH PARTIES IN A WRITTEN CHANGE ORDER. ALL CHANGE ORDERS SHALL BECOME A PART OF THIS CONTRACT AND SHALL BE INCORPORATED HEREIN.

5. OWNER'S RESPONSIBILITY: INSURANCE ETC.

OWNER IS RESPONSIBLE FOR THE FOLLOWING: (1) TO SEE ALL NECESSARY WATER, ELECTRICAL POWER, ACCESS TO PREMISES, AND TOILET FACILITIES ARE PROVIDED ON THE PREMISES. (2) TO PROVIDE A STORAGE AREA ON THE PREMISES FOR EQUIPMENT & MATERIALS. (3) TO RELOCATE AND PROTECT ANY ITEM THAT PREVENTS CONTRACTOR FROM HAVING FREE ACCESS TO THE WORK AREAS SUCH AS BUT NOT LIMITED TO TV OR RADIO ANTENNAS, VEHICLES, TOOLS, CLOTHING, FURNITURE, DRAPERIES, OR GARDEN EQUIPMENT. IF OWNER FAILS TO RELOCATE SUCH ITEMS, CONTRACTOR MAY RELOCATE THESE ITEMS AS NEEDED BUT IN NO WAY IS CONTRACTOR RESPONSIBLE FOR DAMAGE TO THESE ITEMS DURING THEIR RELOCATION AND DURING THE PERFORMANCE OF THE WORK. (4) TO OBTAIN PERMISSION FROM THE OWNER(S) OF ADJACENT PROPERTY(IES) THAT CONTRACTOR MUST USE TO GAIN ACCESS TO WORK AREAS. OWNER AGREES TO BE RESPONSIBLE AND TO HOLD CONTRACTOR HARMLESS AND ACCEPT ANY RISKS RESULTING FROM THE USE OF ADJACENT PROPERTY(IES) BY CONTRACTOR. (5) TO CORRECT ANY EXISTING DEFECTS WHICH ARE RECOGNIZED DURING THE COURSE OF THE WORK. CONTRACTOR SHALL HAVE NO LIABILITY FOR CORRECTING EXISTING DEFECTS SUCH AS, BUT NOT LIMITED TO, DRY ROT, STRUCTURAL DEFECTS, OR CODE VIOLATIONS. (6) TO MAINTAIN PROPERTY INSURANCE WITH FIRE, COURSE OF CONSTRUCTION, ALL PHYSICAL LOSS WITH VANDALISM AND MALICIOUS MISCHIEF CLAUSES ATTACHED, IN A SUM AT LEAST EQUAL TO THE CONTRACT PRICE, PRIOR TO AND DURING PERFORMANCE OF THIS CONTRACT. IF THE PROJECT IS DESTROYED OR DAMAGED BY ACCIDENT, DISASTER, CALAMITY, THEFT OR VANDALISM, WORK OR MATERIALS SUPPLIED BY CONTRACTOR IN RECONSTRUCTING OR RESTORING THE PROJECT SHALL BE PAID FOR BY OWNER AS EXTRA WORK.

6. DELAY.

CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE OCCASIONED BY DELAYS RESULTING FROM: WORK DONE BY OWNER'S SUBCONTRACTORS, EXTRA WORK, ACTS OF OWNER OR OWNER'S AGENT INCLUDING FAILURE OF OWNER TO MAKE TIMELY PROGRESS PAYMENTS OR PAYMENTS FOR EXTRA WORK, SHORTAGES OF MATERIAL AND/OR LABOR, BAD WEATHER, FIRE, STRIKE, WAR, GOVERNMENTAL REGULATIONS, OR ANY OTHER CONTINGENCIES UNFORESEEN BY CONTRACTOR OR BEYOND CONTRACTOR'S REASONABLE CONTROL.

7. SURPLUS MATERIALS & SALVAGE.

ANY SURPLUS MATERIALS LEFT OVER AFTER THIS CONTRACT HAS BEEN COMPLETED ARE THE PROPERTY OF CONTRACTOR. NO CREDIT IS DUE OWNER ON RETURNS FOR ANY SURPLUS MATERIALS AND ALL SALVAGE RESULTING FROM WORK UNDER THIS CONTRACT IS THE PROPERTY OF CONTRACTOR.

8. CLEANUP & ADVERTISING.

UPON COMPLETION, AND AFTER REMOVING ALL DEBRIS AND SURPLUS MATERIALS, WHEREVER POSSIBLE, CONTRACTOR WILL LEAVE PREMISES IN A NEAT, BROOM CLEAN CONDITION. OWNER HEREBY GRANTS TO CONTRACTOR THE RIGHT TO DISPLAY SIGNS AT THE JOB SITE FOR THE PERIOD OF TIME STARTING AT THE DATE OF SIGNING OF THIS CONTRACT AND CONTINUING UNINTERRUPTED UNTIL FOURTEEN (14) DAYS PAST THE DATE JOB IS COMPLETED AND PAYMENT IN FULL IS MADE. OWNER GRANTS CONTRACTOR THE RIGHT TO PUBLISH THE PROJECT STREET ADDRESS ON A "REFERENCES" LIST AND TO TAKE AND USE "BEFORE" AND "AFTER" PHOTOS WHICH MAY BE GIVEN TO PROSPECTIVE CUSTOMERS.

9. UNANTICIPATED CONDITIONS & CONCEALED DAMAGE.

EXPENSE INCURRED BECAUSE OF UNUSUAL OR UNANTICIPATED CONDITIONS SHALL BE PAID FOR BY OWNER AS EXTRA WORK (CONDITIONS SUCH AS, BUT NOT LIMITED TO, GROUND CONDITIONS THAT REQUIRE FILL, OR UNUSUALLY HARD SOIL, ROCKY SOIL, OR THE PRESENCE OF GROUND WATER). CONTRACTOR WILL INFORM OWNER OF ANY DRY ROT OR OTHER DETERIORATION OR UNANTICIPATED CONDITION WHICH IS CONCEALED AND IS DISCOVERED. CONTRACTOR IS NOT RESPONSIBLE TO REPAIR ANY SUCH DISCOVERED DETERIORATION OR CONDITION AND WORK DONE BY CONTRACTOR TO REMEDY SUCH WILL ONLY BE DONE AS EXTRA WORK IN A WRITTEN CHANGE ORDER.

10. HAZARDOUS SUBSTANCES.

OWNER UNDERSTANDS THAT CONTRACTOR IS NOT QUALIFIED AS A HAZARDOUS MATERIAL HANDLER OR INSPECTOR OR AS A HAZARDOUS MATERIAL ABATEMENT CONTRACTOR. SHOULD ANY HAZARDOUS SUBSTANCES AS DEFINED BY THE GOVERNMENT BE FOUND TO BE PRESENT ON THE PREMISES, IT IS THE OWNERS' RESPONSIBILITY TO ARRANGE AND PAY FOR ABATEMENT OF THESE SUBSTANCES.

11. RIGHT TO STOP WORK AND TO WITHHOLD PAYMENT ON LABOR & MATERIALS.

IF ANY PAYMENT IS NOT MADE TO CONTRACTOR AS PER THIS CONTRACT, CONTRACTOR SHALL HAVE THE RIGHT TO STOP WORK AND KEEP THE JOB IDLE UNTIL ALL PAST DUE PROGRESS PAYMENTS ARE RECEIVED. CONTRACTOR IS FURTHER EXCUSED BY OWNER FROM PAYING ANY MATERIAL, EQUIPMENT AND/OR LABOR SUPPLIERS OR ANY SUBCONTRACTORS (HEREINAFTER

COLLECTIVELY CALLED "SUPPLIERS"), DURING THE PERIOD THAT OWNER IS IN ARREARS IN MAKING PAYMENTS TO CONTRACTOR FOR BILLS RECEIVED DURING THAT SAME PERIOD. IF THESE SAME "SUPPLIERS" MAKE DEMAND UPON OWNER FOR PAYMENT, OWNER MAY MAKE SUCH PAYMENT ON BEHALF OF CONTRACTOR AND CONTRACTOR SHALL REIMBURSE OWNER FOR THIS AMOUNT AT SUCH TIME THAT OWNER BECOMES CURRENT WITH CONTRACTOR FOR ALL PAST DUE PAYMENTS. OWNER IS RESPONSIBLE TO VERIFY THE TRUE AMOUNTS OWED BY CONTRACTOR TO THESE SAME "SUPPLIERS", PRIOR TO MAKING PAYMENT ON BEHALF OF CONTRACTOR. OWNER SHALL NOT BE ENTITLED, UNDER ANY CIRCUMSTANCES, TO COLLECT AS REIMBURSEMENT FROM CONTRACTOR ANY AMOUNT GREATER THAN THAT EXACT AMOUNT ACTUALLY AND TRULY OWED BY CONTRACTOR TO THESE SAME "SUPPLIERS", FOR WORK DONE OR MATERIALS SUPPLIED ON OWNER'S JOB.

12. COLLECTION & LEGAL FEES

OWNER AGREES TO PAY ALL COLLECTION FEES AND CHARGES THAT RESULT SHOULD OWNER DEFAULT IN PAYMENT OF THIS CONTRACT. OVERDUE ACCOUNTS ARE SUBJECT TO INTEREST CHARGED AT 18% PER ANNUM OR AT THE HIGHEST RATE ALLOWED BY LAW. IN THE EVENT LITIGATION OR ARBITRATION ARISES OUT OF THIS CONTRACT, PREVAILING PARTY(IES) ARE ENTITLED TO ALL LEGAL, ARBITRATION, AND ATTORNEY FEES.

13. ARBITRATION OF DISPUTES.

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS PROPOSAL/CONTRACT, OR THE BREACH THEREOF, SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE APPLICABLE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION WHICH ARE IN EFFECT AT THE TIME THE DEMAND FOR ARBITRATION IS FILED. A JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. ANY ARBITRATION AWARD SHALL BE SUBJECT TO CORRECTION AND/OR VACATION FOR THE REASONS STATED IN THE LAW. THE ARBITRATOR SHALL AWARD REASONABLE ATTORNEY'S FEES AND EXPENSES TO THE PREVAILING PARTY. AFTER BEING GIVEN DUE NOTICE, SHOULD ANY PARTY FAIL TO APPEAR AT OR PARTICIPATE IN THE ARBITRATION PROCEEDINGS, THE ARBITRATOR SHALL MAKE AN AWARD BASED UPON THE EVIDENCE PRESENTED BY THE PARTY(IES) WHO DO (DOES) APPEAR AND PARTICIPATE. NOTWITHSTANDING CONTRACTOR'S RIGHT TO ARBITRATE, CONTRACTOR DOES NOT WAIVE ANY OF ITS LIEN RIGHTS. VENUE FOR ARBITRATION HEARINGS SHALL BE THE PROJECT COUNTY UNLESS OTHERWISE AGREED TO BY THE PARTIES.

I AGREE TO ARBITRATION: _____

(INITIALS OF OWNER) (INITIALS OF OWNER)

THE VIRGINIA CONTRACTOR TRANSACTION RECOVERY ACT

PROVIDES RELIEF TO ELIGIBLE CONSUMERS WHO HAVE INCURRED LOSSES THROUGH THE IMPROPER OR DISHONEST CONDUCT OF A LICENSED RESIDENTIAL CONTRACTOR. YOU MAY CONTACT THE BOARD FOR CONTRACTORS FOR ASSISTANCE AND TO FILE A CLAIM WITH THE VIRGINIA TRANSACTION RECOVERY FUND BY CALLING (804) 367-8504 OR WRITE TO THE FOLLOWING ADDRESS:

DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION

VA CONTRACTOR TRANSACTION RECOVERY FUND

9960 MAYLAND DRIVE; SUITE 400

RICHMOND, VA 23233-1485

E-MAIL: RECOVERYFUND@DPOR.VIRGINIA.GOV

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877-895-104