

ISSUE: Certificate of Appropriateness for alterations (after the fact)

APPLICANT: Christopher Erik Ohslund

LOCATION: Parker-Gray District
335 North Patrick Street

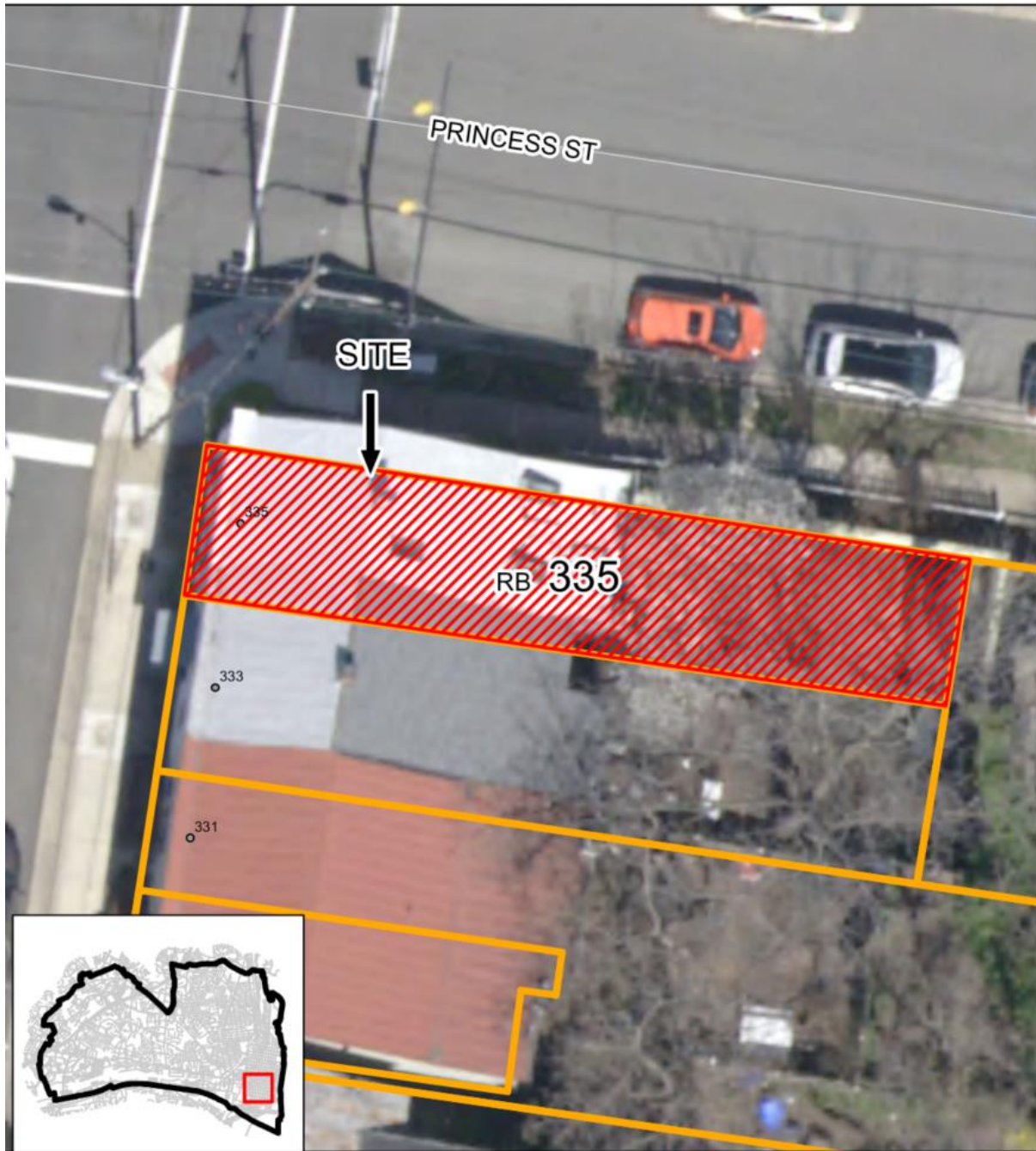
ZONE: RB/Townhouse zone

STAFF RECOMMENDATION

Staff recommends **denial** of the Certificate of Appropriateness, as submitted.

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.



BAR#2023-00348
335 N Patrick Street



0 5 10 20 Feet

I. APPLICANT'S PROPOSAL

The applicant is requesting a Certificate of Appropriateness for after-the-fact installation of vinyl windows, window trim, and shutters at the property located at 335 North Patrick Street. The application is in response to two separate BAR violations being issued to the property. The violation for the windows was issued July 31, 2023, and the violation for the shutters was issued August 7, 2023.

Site Context

The project site sits at the southeast corner of the intersection of North Patrick Street and Princess Street. The subject property is attached to the building immediately to the south. Due to its location on the corner, the north, east, and west elevations are visible from the adjacent streets.

II. HISTORY

Based on map research, the two-story frame house with gable roof and rear ell at 335 North Patrick Street appears to have been constructed as a pair with 333 North Patrick Street **by 1877**. Located at the corner of Patrick and Princess Streets, the dwelling was used as a grocery for a period in the early 20th century.

In 2001, a case similar to this for this same address came before the BAR (BAR 2001-00231) where the applicant applied for after-the-fact approval for the installation of vinyl windows and shutters. The Board denied the application and the owner installed wood windows and shutters in their place.

Previous BAR Approvals

Permit 4206 8/8/41 – Install concrete steps at front door

Permit 5302 8/24/43 – Repair siding

Permit 15219 8/3/59 – New windows and siding

Permit 21519 2/9/65 – New front door

Permit 3128 8/7/89 – Replace roof

2001-00231 – Vinyl Windows, shutters, metal door - Denied

2004-00198 – After the fact fence – Approved

2011-00116 – 2 wall vents – Admin approval

2016-00125 – Replacement in kind of rotted window trim – Admin approval

III. ANALYSIS

The applicant replaced the existing wood windows, window trim, and shutters with new vinyl windows and non-functional vinyl shutters (Figure 1). The project proposal included in the application indicates that the windows are Provia Aspect AP500 vinyl with PVC trim. The specified shutters are Easy Lock vinyl shutters with raised panels. The installed windows are a one over one configuration without muntins in place of the previously installed two over two wood

windows, In addition to the replacement windows being vinyl, some windows appear to be too small for the window openings, necessitating the use of larger trim.



Figure 1: One over one vinyl windows with PVC trim and vinyl non-functional shutters

The *Design Guidelines* state that “Windows are a principal character defining feature of a building and serve both functional and aesthetic purposes.” It further states that “Window trimwork or surrounds also help to define the historic architectural style of a building.” Trim around historic windows includes flat joints at the corner instead of the mitered corners found on the subject windows. When installing windows the *Design Guidelines* state that “Replacement windows must fit the existing window opening. For example, jamb extensions should not be used to make an undersize window fit an existing opening.” The Residential Reference Guide (RRG) provides guidance when considering the appropriate material for replacement windows in the Parker Gray district. The RRG states that on street-facing elevations of Early buildings, staff may administratively approve the use of replacement SDL wood windows without tinted or reflective glass. It should be noted that as a corner property, this building is considered to have two street-facing elevations. The RRG states that on non-street facing elevations, replacement windows of any material but vinyl, without tinted or reflective glass may be used.

The *Design Guidelines* state that “Window and door shutters are an important visual detail of the overall composition of a building and serve both functional and decorative purposes.” It further states that “Inappropriate shutters can detract from the design integrity of a building and create a false impression of the architectural character of a structure.” and that “Decorative window and door shutters that are not operable are strongly discouraged.” On street-facing elevations staff may administratively approve historically and architecturally appropriate shutters that are sized to fit the opening and are operable. These shutters may be constructed of wood or a solid-through-the-core, millable composite material with a smooth finish. The applicant has not installed shutters on the east, non-street facing elevation. The raised panel design of the installed shutters is similar to

the previously installed shutters but the newly installed vinyl shutters do not include hardware and are not operable.

Staff finds that the installed windows, trim, and shutters do not comply with the relevant guidelines and policies and are inappropriate for this early Parker-Gray building. On numerous occasions, the Board has found that these products should not be used on buildings within the historic district, and in this case the fact that it is a corner building means that a larger number of window openings are directly adjacent to the sidewalk.

Vinyl windows include joinery that does not closely resemble historic wood windows. In addition to these aesthetic concerns, vinyl windows tend to expand and contract more than other window type, leading to openings in the corner joinery that can allow for water infiltration and damage to the exterior walls. In several windows, it appears that a standard sized window has been installed into the original non-standard window opening. In addition to modifying the proportions of the individual window, this can change the overall composition of the elevation. The use of PVC trim at the windows further leads to a degradation of the historic character. The material itself is not appropriate and the installed trim includes mitered joints at the top in place of the flat joints typically found on historic window openings.

Similar to the vinyl windows, the vinyl shutters without operable hardware do not accurately represent their historic counterparts. Shutters are meant to serve a functional as well as an aesthetic purpose and when they are installed without operable hardware or properly fitted to the size of the window opening, they become only applied decorative elements instead of architectural features.

For these reasons, staff recommends denial of the requested Certificate of Appropriateness for the after-the-fact installation of vinyl windows, PVC trim, and vinyl shutters. The property owner should work with staff to replace these elements with ones that comply with the guidelines and policies of the Parker-Gray district.

STAFF

Bill Conkey, AIA, Historic Preservation Planner, Planning & Zoning

Tony LaColla, AICP, Land Use Services Division Chief, Planning & Zoning

III. CITY DEPARTMENT COMMENTS

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

Code Administration

F-1 Window replacement in historic district requires building permit

Transportation and Environmental Services

No comments received

Alexandria Archaeology

F-1 No archaeological oversight necessary for this undertaking

V. ATTACHMENTS

1 – Supplemental Materials

2 – Application for BAR 2023-00348 335 North Patrick Street

BAR CASE# _____
(OFFICE USE ONLY)

ADDRESS OF PROJECT: _____

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: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ E-mail: _____

Authorized Agent *(if applicable)*: ☐ Attorney ☐ Architect ☐ _____

Name: _____ Phone: _____

E-mail: _____

Legal Property Owner:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ E-mail: _____

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

- ☐ NEW CONSTRUCTION
- ☐ EXTERIOR ALTERATION: *Please check all that apply.*
- | | | | |
|--------------------------------------|---|---|-----------------------------------|
| <input type="checkbox"/> awning | <input type="checkbox"/> fence, gate or garden wall | <input type="checkbox"/> HVAC equipment | <input type="checkbox"/> shutters |
| <input type="checkbox"/> doors | <input type="checkbox"/> windows | <input type="checkbox"/> siding | <input type="checkbox"/> shed |
| <input type="checkbox"/> lighting | <input type="checkbox"/> pergola/trellis | <input type="checkbox"/> painting unpainted masonry | |
| <input type="checkbox"/> other _____ | | | |
- ☐ ADDITION
- ☐ DEMOLITION/ENCAPSULATION
- ☐ SIGNAGE

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

SUBMITTAL REQUIREMENTS:

- ☐ Check this box if there is a homeowner's association for this property. If so, you must attach a copy of the letter approving the project.

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 understand that after reviewing the proposed alterations, BAR staff will invoice the appropriate filing fee in APEX. The application will not be processed until the fee is paid online.
- ☐ 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: _____

Printed Name: _____

Date: _____

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.		
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.

Date

Christopher E Ohslund
Printed Name

/s/Chris Ohslund
Signature

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. Christopher Ohslund		
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. Christopher Ohslund		
2.		
3.		

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For a list of current council, commission and board members, as well as the definition of business and financial relationship, [click here](#).

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. Council members		
2. Commission members		
3. Board members		

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.

_____	_____	<u>/s/Chris Ohslund</u>
Date	Printed Name	Signature



Front exterior, Route 1



Side view, Princess Street



Close-up, front exterior



Close-up, front exterior



Close-up, side exterior



Close-up, side exterior



Close-up, side exterior



Close-up, side exterior

**HOUSING CONSTRUCTION SERVICES, INC**

8665 Sudley Road #257, Manassas, VA 20110

(703) 249-4504

info@hcsexterior.com

CLIENT INFORMATION						CONTRACT INFORMATION	
Name	Christopher Ohslund					Contract N°	07122023-01
Street	335 N Patrick St.					JOB LOCATION	
City	Alexandria	State	Virginia	Zip	22314	Street	335 N Patrick St.
Phone	812-391-5330					City/State	Alexandria / VA
E-mail	chrisohslund@gmail.com					Zip	22314

PROJECT INFORMATION**PROJECT ITEMS AND MATERIALS****Window Specs:**

- Brand: Provia
- Line: Aspect AP500
- Material: Vinyl
- Color: White

Shutters:

- 3 in. Easy-Loks #002 Black Spikes.
- Vinyl Shutters Black color - Raised panel. (20 total).
- Morter Filler
- Exterior OSI Caulking.

Additional Materials:

- Flashing Tape/Roll Flashing.
- Silicone Caulk. – Exterior
- Interior Caulk
- Window Spray Foam Insulation.
- Shims.
- PVC Molding Trims

PROJECT INFORMATION

SCOPE OF WORK

10 Windows Replacement and Exterior trims:

- Remove a total of 11 existing windows.
- Inspect rough opening areas before installing the new windows.
- The new windows will be installed per the manufacturer's specifications.
- The new 11 units are to be installed into existing master frames.
- New units are to be anchored and insulated as needed.
- Seal the interior and exterior sides of the window with silicone and latex caulk.
- Install New PVC trims around the window - Exterior
- Paint new trims matching the existing color if necessary.

HCS Exterior Price: **\$12500.00**

20 Shutters Replacement:

- Carefully remove the existing plastic spikes from the shutters. (1st and 2nd story)
- Remove the shutters and inspect the siding holes to make sure they are depth enough for the new spikes.
- Use the drill if necessary.
- Install a total of 20 new raised shutters panels next to the windows in the 1st and 2nd stories.
- - 18 shutters 63" H x 15" W
- - 2 shutters 55" H x 16" W
- Leave a gap to allow air to circulate between the 2 surfaces.

HCS Exterior Price: **\$3600.00**

ADDITIONAL INFORMATION

- Labor and materials are included in this quote.
- A project coordinator will supervise the project from the beginning to the end.
- The report can be found in the document attached.
- Estimated time for windows and shutters delivery: 2 to 4 weeks.
- Haul and clean up work areas.

PAYMENT BREAKDOWN			PAYMENT SCHEDULE
Down Payment	\$6300	40%	Upon signing of the contract
Due on Completion	\$9450	60%	Upon completion of work
TOTAL	\$15750	100%	

Client Initials	<u>CEO</u> CEO	Date	Jul 13, 2023
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Terms and Conditions	
<ol style="list-style-type: none"> Work Completion: The client or their representative must be present to verify the finished work when the HCS Exterior team completes the project. Additional fees may be applied if the client requires the team to return for non-warranty-related work such as cleaning or refinement of the project. Scope of Work: Housing Construction Services, Inc. (Contractor) will supply all materials and labor, including any attachments, drawings, and/or specifications lists specified in the Proposal. The work will be done to a professional standard, complying with all relevant national, state, and local building regulations and industry standards. Upon completion, the Contractor will remove all related debris, tools, and unused materials, leaving the project in a tidy condition. Interests: The client agrees to pay 5% interest per month on any balance that has not been settled within fifteen (15) days of the invoice due date. In the event of unpaid balances, the client will be responsible for any associated costs and attorney fees should the account be sent to a lawyer for collection. Additionally, a \$100.00 penalty will be applied for each check not accepted by the bank. Credit Cards: A 3% surcharge will be added to all credit card transactions. Warranties Limits: No expressed or implied warranties, apart from those specifically mentioned in this agreement, shall be given. Contract Limits: This Proposal will become a legally binding contract only upon signed approval by an authorized representative of the Contractor and the client. This document constitutes the entire Agreement and no other terms or conditions shall be valid unless expressly stated herein. No party will be bound by any promise or agreement that is not included in this document. Withdrawal: The contractor reserves the right to withdraw this proposal in its entirety if it is not accepted within fifteen (15) calendar days. General Provisions: In the event that the construction site contains any subsurface or otherwise concealed physical conditions or unknown physical conditions of an unusual nature, which differ from those usually found in construction activities, the Client shall promptly investigate such conditions. If the results of the investigation indicate a material difference that would cause an increase or decrease in the Contractor's costs and/or time required for the completion of any part of the work, the Client shall negotiate with the Contractor an equitable adjustment in the contract sum & contract completion date. Furthermore, the Contractor shall not be held responsible for any stress cracks or nail pops to drywall during roofing, siding, or deck construction or repair, as well as any debris in the attic resulting from the work incidental to this agreement, or for any mold or mildew. Change Orders and Finish Schedules: A change order is a document used to record an amendment/change to the original contract. All change orders need to be agreed upon in writing. Any additional time that is needed to complete change orders shall be taken into consideration in the project completion date. Any delays or changes in finish selection schedules may delay the project completion date. <ol style="list-style-type: none"> Upon signing this contract, the client is aware that any cancellation due to uncontrollable circumstances or a change of order requested by the contracted company after work has begun, would mean that the initial 	

Terms and Conditions

payment made by the client would not be reimbursed and they would also be responsible for any costs associated with removal of any materials already installed.

- b. The client is aware that, prior to work commencement or prior to the contractor company making the agreed purchases of materials, they can request a change order that could involve a complete alteration of the work and associated costs. Furthermore, either the client or the contractor can request a change order to include additional work not initially stated in the contract, which will result in additional expenses.
10. **Client:** The Contractor is solely responsible for the construction means, methods, techniques, sequences, procedures, and safety precautions and programs in connection with the project. The Client shall communicate with subcontractors only through the Contractor and will not assume liability or responsibility. To protect any items in the attic, the Client must take necessary precautions to cover them as they may be exposed to debris from roofing work. The Client also has the responsibility of securing other items inside the house that could be damaged due to construction or repair.
11. **Permits:** The cost of permits for the project, if required, will be included in the original contract price. If the permits have been issued by the company and the client decides to terminate the project, the Contractor will cancel the permit and the client must pay 15% of the total project cost. If the permits are not approved, due to circumstances beyond the Contractor's control, the customer will be responsible for paying a fee of \$850.00 for processing and operating expenses.
12. **Parking & Access:** During regular working hours, the Client will provide parking space(s) or parking permits for the Contractor. In addition, the Client will provide access to the house or property. The Contractor will not be held responsible for any defects, omissions, losses, or delays in items that have been deemed to be Client-provided. The Contractor will not be responsible for pick up, delivery, accepting the delivery, approving, or storing any Client-provided items. Any coordination, delivery, payment, storage, or approval of Client-provided items must be undertaken solely by the Client. The Contractor reserves the right to apply a 25% markup fee for any items requested to be coordinated or purchased by the Contractor on behalf of the Client. All take-offs for Client-provided items are the sole responsibility of the Client. Should any representative of the Contractor assist the Client in determining, calculating, or measuring quantities of Client-provided items, the Client must understand that they are solely responsible.
13. **Marketing:** Photos or videos might be taken for marketing purposes, always respecting the privacy and information of the clients. If the client wishes that images or content of their project not be shared, we won't share it or we will delete the shared content.
14. **Date of Commencement and Completion:** The contractor will begin the work outlined in this contract _____ week(s) after receiving the signed contract and necessary deposit. It is anticipated the work will be finished within _____ day(s) of commencement. However, delays may arise due to the Client not providing items; the Client not specifying finish times; modifications or additions to the scope of work; bad weather; or any other unforeseeable circumstances. These events, out of the Contractor's control, will not be considered abandonment or used to calculate payment or performance times.
15. **Warranty & Guarantee:** The Contractor guarantees projects up to \$3,000 for 6 months against any defects in workmanship or materials once the project is completed. An extended warranty of 6 months is available for an additional fee of \$300. Projects up to \$10,000 include a 2-year warranty against defects in workmanship, and material warranties follow suppliers' terms. An extended warranty of 1 extra year is available for an additional cost of \$600. Projects with a cost higher than \$10,000 include a 3-year warranty against defects in workmanship, and material warranties follow suppliers' terms. An extended warranty of 2 extra years is available for an additional cost of 20% of the total price of the project. No legal action of any sort shall be taken by either party against the other, one year after the project's completion.
16. **Cancellation:** Within three business days of signing this Agreement and receiving the down payment, the Client may cancel the contract in writing via email or Certified USPS mail to the Contractor's address. After this period, the Contractor may, at their discretion, cancel the contract with a 25% restocking/administrative fee of the initial down payment.
17. **Punch List:** Payment in full, which includes the balance payment on any Change Orders will be due at the completion of the work. At this time the Client may withhold an amount equal to ten percent (10%) of the remaining balance only, (not the total amount of the contract), to hold as "retainage" until any defective items are corrected

Terms and Conditions

("punch list"). The Client will provide Housing Construction Services, Inc. with one punch list in writing within seven (7) calendar days of the completion of the work. In the event that any defects appear after the punch list has been submitted or after the seven (7) calendar days of the completion of the work, it shall be considered "warranty" work, if applicable, and shall be corrected by Housing Construction Services, Inc. if the contract is paid in full.

18. **Attorney Fees:** In the case of any arbitration or litigation concerning the project, its execution, or this agreement, the unsuccessful party shall, in addition to all sums to be paid, reimburse the successful party for their reasonable legal fees.
19. **Authorize work:** The Contractor. is hereby authorized to do the work as specified for the prices noted in the attached Proposal as well as any attachment(s), drawing(s), and/or Specification List(s) and, together with the terms noted above on this EXHIBIT A, are hereby accepted. Payments will be made as outlined on the Proposal and conditions & specifications are agreed upon by Client. The client agrees to pay all the collection costs, including any reasonable attorney fees, in the event of non-payment. Which is considered a material breach of the contract. The Contract is not valid unless all pages are attached and the required deposit has been submitted to Housing Construction Services, Inc.
20. **Insurance Claim related work:** If your home has been damaged by a natural or man-made disaster you are likely to feel overwhelmed by the repair process that lies ahead. In the event of contracted work arising from an insurance claim, the Homeclient (The Buyer, Client, or Purchaser) understands that the Total Sales Price may change and be higher than what is shown on this contract. This might occur due to supplements that the insurance company may approve prior to, or during the course of, the project. In other words, the Insurance company may pay a higher amount that is more consistent with the scope of work or to cover any change orders. By signing this document, the Homeclient agrees that any supplemental or additional payments, approved of and paid by the Homeclient's insurance company, will be signed over to or paid to Housing Construction Services, Inc, in addition to the original contract price shown in this contract. Final invoicing from Housing Construction Services, Inc. to the home client, will reflect the new Total Sales Price.

Client Signature

Christopher E Ohslund

Christopher E Ohslund (Jul 13, 2023 01:03 EDT)

Date

Jul 13, 2023

Client Signature

Christopher E Ohslund

Christopher E Ohslund (Jul 13, 2023 01:03 EDT)

Date

Jul 13, 2023







Contract Signing for Windows, Trims & Shutters Replacement - Christopher Ohslund -Action Required

Final Audit Report

2023-07-13

Created:	2023-07-12
By:	HCS Exterior (info@hcsexterior.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzTEpntCW5yVRNi8FV-IMjKQo2-4NmAZw

"Contract Signing for Windows, Trims & Shutters Replacement - Christopher Ohslund -Action Required" History

-  Document created by HCS Exterior (info@hcsexterior.com)
2023-07-12 - 4:21:38 PM GMT - IP address: 200.68.164.63
-  Document emailed to chrisohslund@gmail.com for signature
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-  Signer chrisohslund@gmail.com entered name at signing as Christopher E Ohslund
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-  Document e-signed by Christopher E Ohslund (chrisohslund@gmail.com)
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-  Agreement completed.
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