

Docket Item # 1  
BAR CASE # 2013-0064

BAR Meeting  
April 3, 2013

**ISSUE:** Alterations (replacement doors)

**APPLICANT:** Bradley & Amanda Wilson

**LOCATION:** 727 South Alfred Street

**ZONE:** RM / Residential

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**STAFF RECOMMENDATION:** Staff recommends approval of the Certificate of Appropriateness for replacement fiberglass doors as submitted.

**\*\*EXPIRATION OF APPROVALS NOTE:** In accordance with Sections 10-106(B) and 10-206(B) of the Zoning Ordinance, any official 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.

**\*\*BUILDING PERMIT NOTE:** Most projects approved by the Board of Architectural Review require the issuance of one or more construction permits by Building and Fire 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, 703-838-4360 for further information.



BAR2013-00064



## **I. ISSUE**

The applicant is requesting approval of a Certificate of Appropriateness for replacement doors at 727 South Alfred Street. The 6-panel fiberglass doors will replace an existing 6-panel wood door on the front façade, and a wood and glass door on the rear elevation.

## **II. HISTORY**

733 South Alfred Street is a two-story, two-bay brick interior unit townhouse that was constructed as part of the Patrick Henry Homes subdivision in **1942**.

On October 14, 2011, BAR staff administratively approved replacement windows for the subject property (BAR Case #2011-0300).

## **III. ANALYSIS**

The project is in compliance with Zoning Ordinance requirements.

The Minor Architectural Elements policy does not recommend fiberglass doors for buildings constructed prior to 1964 (when they become commercially available). However, Staff finds them appropriate for this early 1940s townhouse for a number of reasons. First, nearly every house in this block has had inappropriate alterations over the years, mostly in the form of replacement windows. With the exception of the applicant's property, where the original steel casement windows were replaced with aluminum clad casement windows, all of the replacement windows on the west side of the 700 block of South Alfred Street are vinyl, in a number of different styles and configurations. Second, the proposed doors will be solid (no lights) with a smooth, painted finish. Third, the front door is located approximately 25 feet back from the front property line and the rear door is located roughly 50 feet from the rear property line, making them visually indistinguishable from a six-panel wood door. Except for the age of the building, the proposed doors otherwise comply with the Board's Minor Architectural Elements policy and could be approved by Staff.

As the Board is aware, there have been a number of significant changes in the adjacent Parker-Gray Historic District, including a larger palette of modern and sustainable materials. For comparison, had this building been located in the Parker-Gray District it would be considered a *Later* building (constructed after 1931) and the fiberglass doors would be permitted without BAR approval. Given the lack of historic integrity of this block of townhouses, as well as the quality of the proposed fiberglass doors (smooth finish, no glazing), Staff recommends approval of the application as submitted.

## **STAFF**

Stephanie Sample, Historic Preservation Planner, Planning & Zoning  
Al Cox, FAIA, Historic Preservation Manager, Planning & Zoning

## **IV. CITY DEPARTMENT COMMENTS**

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

### **Transportation and Environmental Services (T&ES)**

No comment.

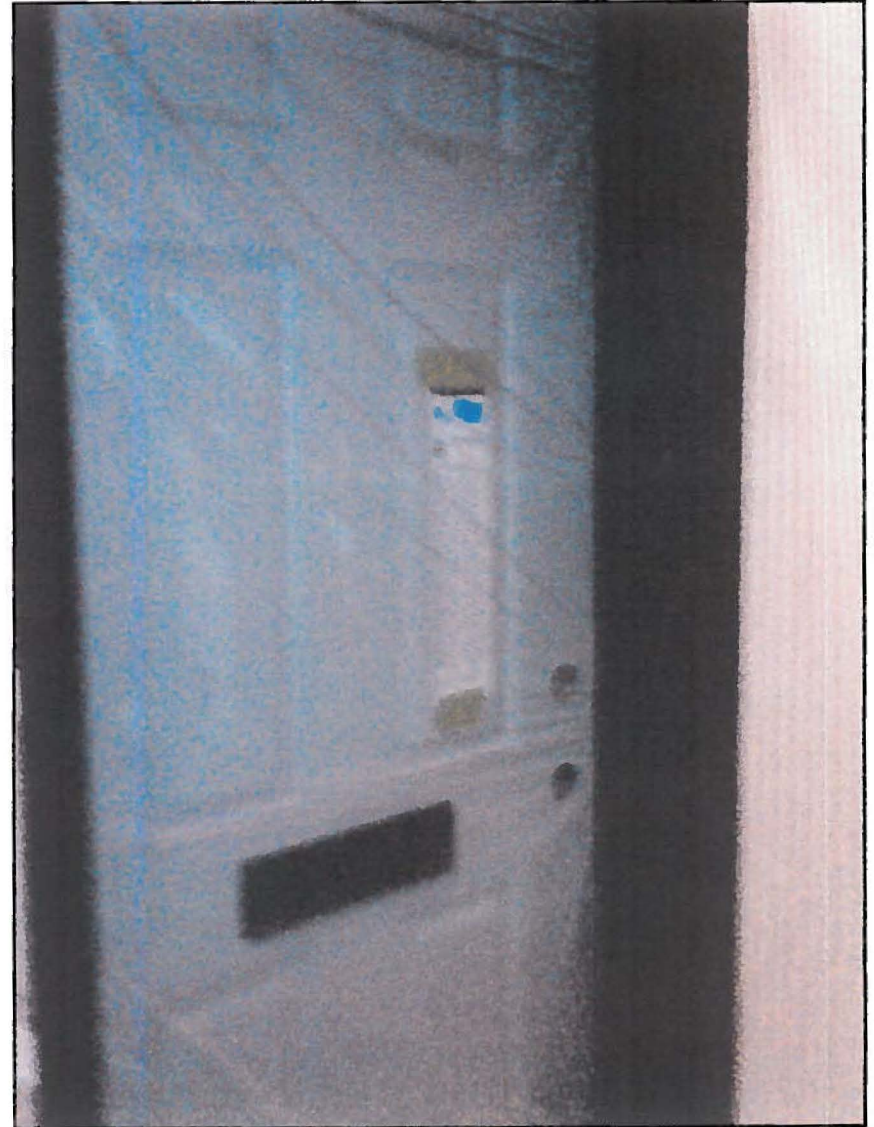
**V. ATTACHMENTS**

*1 – Supporting Materials*

*2 – Application for BAR2013-0064 at 727 South Alfred St*



**Existing wood door**



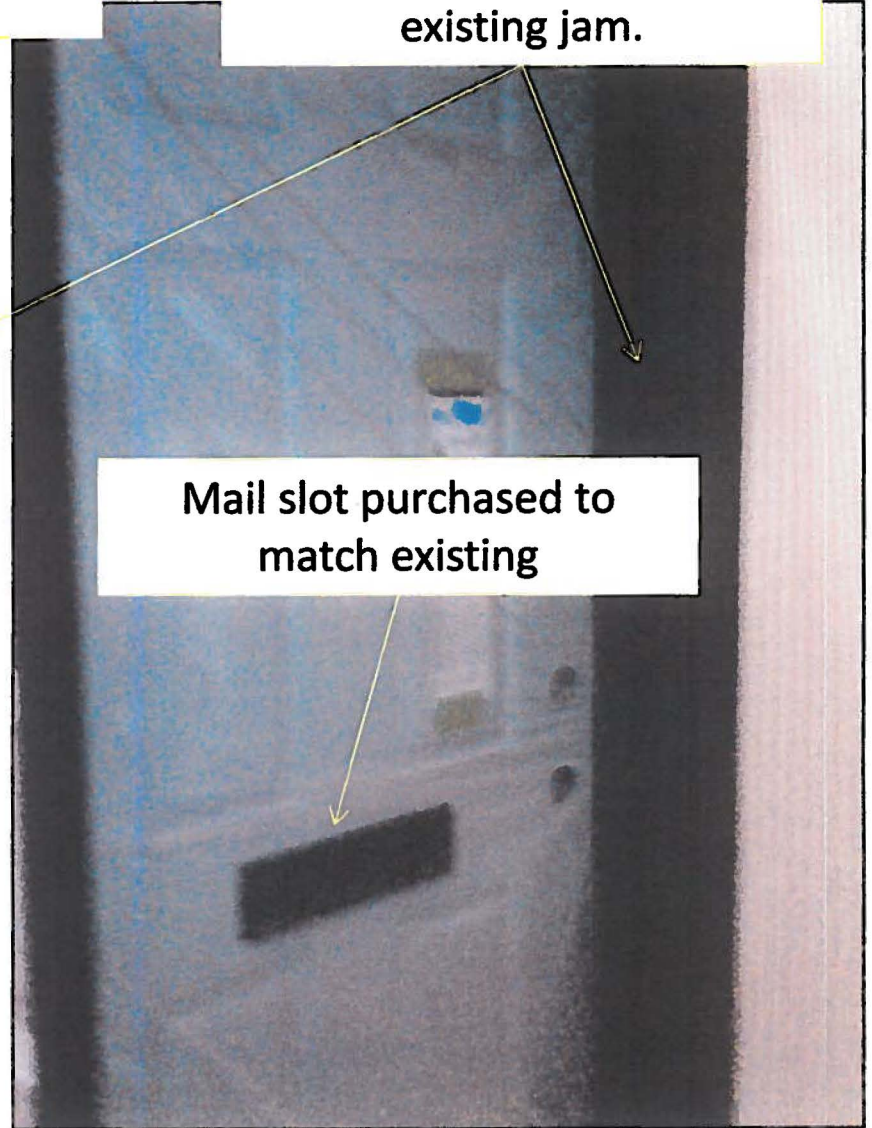
**Purchased fiberglass door**

Exterior façade is not part of the alteration.



**Existing wood door**

Door jam matches the existing jam.



Mail slot purchased to match existing

**Purchased fiberglass door**

**INSTALLATION SERVICES CUSTOMER CONTRACT - MWORK - INT/EXT/PATIO DOOR**



LOWE'S OF ALEXANDRIA, VA., STORE # 715  
 6750 RICHMOND HIGHWAY  
 ALEXANDRIA, VA 22306

STORE PHONE: (703) 765-8011  
 SALESPERSON: RYAN COMEAU  
 SALESPERSON ID: 1485642  
 Document Print Date : 01/04/2013

This is only a Quote for the merchandise and services printed below. This becomes an agreement upon payment and issuance of a Lowe's receipt, upon which the entire agreement, including the specifically completed pages of this document, the Terms and Conditions included with this document, the applicable portion(s) of Lowe's receipt, and any other addenda or attachments hereto, shall be referred to herein as this "Contract."

**PLEASE READ THIS ENTIRE DOCUMENT, INCLUDING THE "TERMS AND CONDITIONS," BEFORE SIGNING.**

**Lowe's Registration or Contractor License Number / Lowe's Contractor Name**

Lowe's Contractor License Number (2701036596A); Lowe's Contractor License Class (A); Lowe's Contractor License Specialty (Building, Commercial Improvement, Home Improvement, and HVAC)

<b>S O L D  T O</b>	Customer Name			Home Phone
	<b>AMANDA WILSON</b>			<b>614-296-5161</b>
	Customer Address			Other Phone
	<b>727 S ALFRED STREET, ALEXANDRIA</b>			
	City	State / Province	Zip / Postal Code	
	<b>ALEXANDRIA</b>	<b>VA</b>	<b>22314</b>	
Installation Address				
<b>727 S ALFRED STREET ALEXANDRIA</b>				
Installation City	Installation State/Province	Installation Zip/Postal Code		
<b>ALEXANDRIA</b>	<b>VA</b>	<b>22314</b>		

**MERCHANDISE AND INSTALLATION SUMMARY**

**MERCHANDISE SUMMARY**

89079 : WM371PFJ : SOS : SOS PREFINISHED MOLDINGS : 2-1/2"X16' PRMD FJ COLONIAL CASING : TINDER, W.M., INC. - QTY 2  
 80876 : S210 SMOOTH STAR : SOS : SOS THERMA TRU SMOOTH STAR : 6/8X3/0,I/S,CLR PNE JAMB,BRNZ SILL,BRNZ HINGE,PLYM A.BRZ HWARE AND DBOLT, EXT PAINT CAPE COD GRAY,INT PAINT GLACIER WHT,EXT FRAME BLK, : SEAL-RITE DOOR - PATASKALA - QTY 1  
 80876 : S262LE SMOOTH STAR : SOS : SOS THERMA TRU SMOOTH STAR : 6/8X2/6 CLR W/ GRILLES GLASS,RH I/S,PRMD JAMB,JAMB DEPTH 6 1/2,BRONZE SILL,PLYM A.BRZ HWARE, A.BRZ DBOLT, EXT PAINT CAPE COD GRAY, INT P : SEAL-RITE DOOR - PATASKALA - QTY 1  
 1555 : 0028554 : STK : 5/4X4X16 FGRJNT PRIMED 4 SIDES : 5/4X4X16 FGRJNT PRIMED 4 SIDES : BOISE CASCADE LLC - QTY 1



3901 : 126 8OAKSL : STK : OAK SHOE 126 3/4 X 1/2 8' : OAK SHOE 126 3/4 X 1/2 8' : EMPIRE COMPANY, INC. (THE) - QTY 1  
 15519 : EC376 : STK : PFJ CASE 376 2 1/4 X 11/16 10' : PFJ CASE 376 2 1/4 X 11/16 10' : EAST COAST MILLWORK DISTRIBUTI - QTY 3  
 16923 : S3504CL : STK : 3'X50' CLEAR 4MIL PLASTIC SHEET. : 3' X 50' CLEAR 4MIL PLASTIC SHEETING : BERRY PLASTICS CORPORATION - QTY 1  
 28930 : SP50 : STK : 3"WX50'LX1/2"FIBERGLASS PIPE WRAP : 3"WX50'LX1/2"FIBERGLASS PIPE WRAP : THERMWELL PRODUCTS CO., INC - QTY 2  
 63043 : 1379600 : STK : CLEAR 10 OZ QUAD : 10 OZ CLEAR SOLVENT-BASED WINDOW AND DOOR CAULK : HENKEL CORPORATION - QTY 1  
 70484 : 862009 : STK : MORTAR REPAIR 10OZ : 10 OZ. MORTAR REPAIR : QUIKRETE COMPANIES - QTY 2  
 131203 : 131203 : STK : 1X4X16 PRIMED FINGER JOINT : 1X4X16 PRIMED FINGER JOINT : IRVING FOREST PRODUCTS (MAINE) - QTY 1  
 131206 : 131206 : STK : 1X6X16 PRIMED FINGER JOINT : 1X6X16 PRIMED FINGER JOINT : IRVING FOREST PRODUCTS (MAINE) - QTY 2  
 145788 : 1086670 : STK : 10 OZ QUAD WHITE VOC : 10 OZ QUAD WHITE VOC : HENKEL CORPORATION - QTY 4  
 185170 : 0028706 : STK : 5/4X6X16 FJ PRIMED PINE : 5/4X6X16 FJ PRIMED PINE : BOISE CASCADE LLC - QTY 3

Materials Price

\$ 3377.61

**INSTALLATION DESCRIPTION**

Stock or SOS : SOS	Door Type : Exterior
Select Location : Front Door	Select New Door : Single Pre-hung
Number of Doors to Install : 1	Side Lights or Transoms : Yes
Total Number of Side Lights and Transoms : 1	Hardwood (Mahogany or Oak) Door : No
Hidden Damage Description : None	Number of additional holes bored for accessories : None
Install Specialized Mortise Hardware : No	Install Storm Door : No
Lead Safe Practices : Yes	Stock or SOS : SOS
Door Type : Exterior	Select Location : Back Door
Select New Door : Single Pre-hung	Number of Doors to Install : 1
Side Lights or Transoms : Yes	Total Number of Side Lights and Transoms : 1
Hardwood (Mahogany or Oak) Door : No	Hidden Damage Description : None
Number of additional holes bored for accessories : None	Install Specialized Mortise Hardware : No
Install Storm Door : No	Lead Safe Practices : Yes
Total Linear Feet of Custom Trim to be Installed : 81	Deliver Door : Yes
Customer Understands Scope of the Project : Yes	Permit Required : No
Additional Miles Traveled over 20 : 0	Bring Up To Code Description : None
Local Disposal Fee : Yes	Describe Other Work Needed : Cut out from exterior surround on front entry. Build out jamb on front entry. Wrap exterior trim in 5/4 trim board & secure in brick on rear entry. Replace Pedimnt and pilasters
Other Work Charge : Yes	Comments : No Comment

	<b>Labor Charges</b>	<b>\$ 2261.50</b>
	<b>Detail Deduction</b>	<b>-\$ 0.00</b>

**Additional Specifications:**

Notation: Lowe's will not make structural modifications, paint or stain or remove/reinstall security system equipment. Customer is responsible to advise if property is governed by Historic District Regulations.

**Additional Specifications:** Federal law requires Lowe's to provide you with the pamphlet *Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools*. By signing this Contract, Customer acknowledges having received a copy of this pamphlet before work began informing Customer of the potential risk of the lead hazard exposure from renovation activity to be performed in Customer's dwelling unit.

**NOTICE OF ARBITRATION AGREEMENT**

This Contract provides that all claims by Customer or Lowe's will be resolved by BINDING ARBITRATION. Customer and Lowe's GIVE UP THE RIGHT TO GO TO COURT to enforce this Contract (EXCEPT for matters that may be taken to SMALL CLAIMS COURT). Lowe's and Customer's rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. Lowe's and Customer are entitled to a FAIR HEARING. But the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT. FOR MORE DETAILS: Review the section titled ARBITRATION AGREEMENT, WAIVER OF JURY TRIAL AND WAIVER OF CLASS ACTION ADJUDICATION found in the Terms and Conditions of this Contract.

**TOTAL CHARGES OF ALL MERCHANDISE AND SERVICES**

\*where applicable

<b>SUB-TOTAL</b>	<b>\$ 5639.11</b>
<b>*TAX</b>	<b>\$ 0.00</b>
<b>DELIVERY</b>	<b>\$ 0.00</b>
<b>ORDER TOTAL</b>	<b>\$ 5639.11</b>
<b>BALANCE DUE</b>	

Work is to commence upon reasonable availability of Contractor which is anticipated to be 2/4/13 [fill in date].

Estimated completion date is 2/18/13 [fill in date].

**NOTICE TO CUSTOMER**

All items listed in this contract and specification sheet(s) are to be installed under conditions agreed upon at time of purchase and at the price appearing on this contract form. This assumes sound existing substructures, superstructure and points of at-

tachments. Extra labor or material incident to installation necessitated by defective substructures, superstructure, points of attachment, or the moving of fixtures or appliances to be billed at extra cost to customer. DO NOT SIGN THIS CONTRACT UNTIL COMPLETE AND YOU HAVE READ THE TERMS AND CONDITIONS OF THIS CONTRACT. BY SIGNING BELOW, YOU ARE ACKNOWLEDGING THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS SET FORTH ON THIS CONTRACT. YOU ARE ENTITLED TO A COPY OF THIS CONTRACT AT THE TIME OF SIGNATURE.

WITNESS OUR HAND(S) AND SEAL(S) BELOW THIS 4 DAY OF Jan, 2013.

Lowe's Home Centers, Inc.

By: \_\_\_\_\_ (Seal)

Print Name: \_\_\_\_\_

6750 Richmond Hwy  
Address

Alexandria VA 22306  
City State / Province Zip / Postal Code

*Amanda Wilson* (Seal)  
Owner

Amanda Wilson  
Print Name

\_\_\_\_\_  
Co-Owner or Witness (Seal)

\_\_\_\_\_  
Print Name

Customer acknowledges receipt of a true copy which was completely filled in prior to Customer's execution hereof. **You the customer may cancel this transaction at any time prior to midnight on the third business day after the date of this transaction. See the attached Notice of Right to Cancel for an explanation of this right.**

TERMS AND CONDITIONS

1. "LOWE'S" DEFINED. Within this Contract (as defined on the front page of the Contract), the term "Lowe's" shall refer to Lowe's Home Centers, Inc., a North Carolina corporation.

2. GENERAL DESCRIPTION. By this installed sales contract (the "Contract"), Customer agrees to purchase and Lowe's agrees to sell the goods and/or materials (the "Goods") and the services to install same (the "Installation Services") in or on the above-identified premises (the "Premises") for the stated total cash price (the "Price") and according to the specifications and other provisions of the Contract documents, including (a) this Contract form, (b) the Addendum, if and to the extent applicable, (c) any attached sketches, materials lists, floor plans, and/or specification sheets; and (d) the applicable portions(s) of Lowe's receipt.

3. INSTALLATION SERVICES. Customer authorizes Lowe's on Customer's behalf to (a) arrange for the Installation Services to be performed by an independent contractor (the "Installer") (licensed when legally required), (b) issue a work order to the Installer to perform the Installation Services, (c) have the Installer's work inspected, should Lowe's in its discretion choose to do so (it being agreed that Lowe's has no obligation to do so), and (d) pay the Installer after completion of the work and after receipt of a certificate, signed and dated by Customer, that the work has been satisfactorily completed (the "Certificate of Completion"). Customer understands that Lowe's will rely upon the Certificate of Completion in paying the Installer for the Installation Services. CUSTOMER AGREES THAT THE INSTALLER WILL PERFORM THE INSTALLATION SERVICES ACTING AS AN INDEPENDENT CONTRACTOR FOR CUSTOMER AND NOT UNDER THE SUPERVISION OR CONTROL OF LOWE'S. Customer agrees that the Installation Services do not include architectural/engineering services or structural changes to the Premises or any other services beyond the ordinary and routine installation of the Goods as specifically provided in the Contract. Customer is responsible, at Customer's cost, for providing any necessary architectural/engineering services or structural changes to the Premises or any other services not specifically identified in this Contract.

4. GOODS. Lowe's will arrange for delivery of the Goods to the Premises. Customer agrees Lowe's owns all Goods until installed into the home, building, or on customer's property. Customer agrees Contract is being offered for the total Price (per below). Customer further agrees any surplus materials upon completion of the installation services shall remain the property of Lowe's and, if instructed by Lowe's, such surplus materials shall be returned to Lowe's by the Installer. Upon request from Customer at the time of job completion, Lowe's, in its discretion, will allow all or part of unused, receipted surplus materials to be retained by the Customer.

5. PRICE. The Price covers the Goods, Installation Services, and applicable taxes. The Price assumes sound existing substructures, superstructure and points of attachments. The Price shall be increased by the cost and reasonable profit to Lowe's of having to provide additional Goods and/or Installation Services as a result of defective substructures, superstructures, or points of attachments or the existence of any other Undisclosed Condition (per below). In the event of an Undisclosed Condition or the foregoing, Customer will execute a change order or a new replacement contract upon Lowe's request.

6. DISCOUNTS and PROMOTIONS. From time to time, Lowe's provides various promotions, offers and discounts that may be applicable to Goods and/or Installation Services. Lowe's reserves the right to discontinue or alter the terms of any such promotion, offer or discount at any time. All discounts are taken at the time of Customer's purchase. Applicable discounts or discounted Prices will appear on the Lowe's register receipt and/or on the Contract.

7. PAYMENT. Payment of the Price by Customer to Lowe's is due in full upon execution of this Contract. Payment for any change order or new replacement contract is due at the time of that change order or replacement contract.

8. LICENSES, PERMITS, SAFETY RULES, BUILDING CODES, ZONING ORDINANCES, AND OTHER LAWS. The Installer shall be solely responsible to Customer for obtaining any and all licenses, registrations, certifications, and permits which are legally required to perform the Installation Services. The Installer shall also be solely responsible to Customer for the Installation Services being performed in compliance with all applicable safety rules and all existing building codes, zoning ordinances and other laws. Neither the Installer nor Lowe's shall be responsible for any pre-existing violations of safety rules, building codes, zoning ordinances or other laws and shall not be required to address or correct same. If prior to the completion of work a change occurs to any applicable safety rule, building code, zoning ordinance or other law which requires additional Goods and/or Installation Services to perform this Contract, Customer agrees to pay Lowe's the cost and reasonable profit for such additional Goods and Installation Services and to execute a resulting change order or new replacement contract as requested by Lowe's. No additional work will be performed under this Contract due to any change to any applicable safety rule, building code, zoning ordinance or other law that occurs after the completion of work.

9. CUSTOMER'S WARRANTY AGAINST VIOLATIONS OF EASEMENTS, COVENANTS, AND THIRD PARTY RIGHTS. Customer warrants that performance of Installation Services will not violate any existing real property easements, covenants, homeowner's association rules or rights of third parties holding an interest in the real property being improved.

10. UNDISCLOSED CONDITIONS IN PREMISES. If any defect, weakness or dangerous condition including, but in no way limited to, mold, mildew, rot, asbestos or infestation ("Undisclosed Condition") is discovered or identified in the Premises' structure, substructure, superstructure or points of attachment at any time prior to commencement or completion of the Installation Services, Customer must remedy the Undisclosed Condition at Customer's sole cost and expense and to Lowe's sole satisfaction. If Customer refuses to permit inspection of the Premises as set forth below, Lowe's may terminate or rescind this Contract without remedy or recourse by, or further obligation to, Customer, except as expressly provided below. If Customer and Lowe's disagree as to whether an Undisclosed Condition exists, Lowe's may in its sole discretion obtain the services of an inspector to inspect the Premises at Lowe's sole cost and expense, and if Lowe's chooses to do so, such inspector's report shall be final and conclusive as to whether an Undisclosed Condition exists. In the event of any Undisclosed Condition that Customer does not remedy to Lowe's sole satisfaction, or any failure by Customer to perform any other obligation of Customer under this Contract, then at Lowe's option (i) Lowe's may rescind this Contract and return the Price to Customer without further cost or obligation by either Customer or Lowe's if Lowe's notifies Customer of its election to rescind this Contract prior to the earlier of delivery of the Goods and the Installer beginning performance of the Installation Services, or (ii) Lowe's may terminate this Contract without remedy or recourse by, or further obligation to, Customer, except as expressly provided below if Lowe's notifies Customer of its election to terminate this Contract after the earlier of delivery of the Goods and the installer beginning performance of the Installation Services. In the event that Lowe's terminates the Contract as provided in this Section, then Customer may return the Goods (other than Goods that have been "custom-made") in their original, unopened condition, to Lowe's for a refund or credit. Any such return must be made within 30 days after Lowe's terminates this Contract. Customer will be charged a 15% restocking fee on any such returns. Goods not in their original, unopened condition, and custom-made goods, may not be returned. "Custom-made" goods include goods that have been uniquely altered, color-matched, shaped, sized, cut or otherwise designed or fitted to accommodate the requirements of a particular space or environment. Examples of custom-made goods include, but are not limited to, cabinets, countertops, floor and wall coverings, and window treatments. If Lowe's terminates this Contract as provided herein, Lowe's shall have no obligation to refund any portion of the Price (except as expressly provided herein) and shall have no obligation to restore the Premises to their original condition. Notwithstanding the foregoing, and alternative to rescinding or terminating this Contract as described above, upon discovery or identification of any Undisclosed Condition in the Premises, Lowe's may in limited circumstances and markets, and in Lowe's sole discretion, authorize the commencement or continuation of Installation Services upon Lowe's receipt of Customer's written agreement (to be furnished to Customer by Lowe's) to release and hold harmless Lowe's and installer from any and all liability arising out of or related to the Undisclosed Condition and Customer's remedy of Undisclosed Condition.

11. CUSTOMER'S RESPONSIBILITIES: Customer agrees to pay Lowe's according to these Terms and Conditions. Customer agrees to facilitate the location of utility lines. Customer is responsible for identifying property lines. Customer agrees to ensure that work areas are free of vermin and pre-existing physical or environmental hazards, and building/zoning code violations. Customer agrees to provide the Installer with access to work areas during working hours and to provide access to sanitary facilities or to pay the rental costs for such facilities. Customer agrees to ensure that any security system at the Premises will not interfere with performance of the Installation Services. Customer agrees to provide power to, as applicable, climate control in, the work areas. Customer agrees not to allow unattended minors at the Premises while the Installer is present. Customer agrees to control and keep pets away from work areas. Customer agrees to keep posted permits on display at all times. Customer agrees that if Customer or anyone Customer controls interferes with or delays performance of the Installation Services, Customer may be subject to transportation/storage charges or other resulting charges. Customer agrees not to assign or transfer this Contract. Customer agrees that any claim against Lowe's or the Installer under this Contract should be made to Lowe's within thirty (30) calendar days of the date Customer first becomes aware of a problem. (Lowe's will attempt resolution of any claim(s) within sixty (60) calendar days of receiving Customer's notice.) CUSTOMER ASSUMES THE RISK AND THE FULL LIABILITY OF

PHYSICALLY ASSISTING WITH DELIVERY OF THE GOODS OR WITH PERFORMANCE OF THE INSTALLATION SERVICES.

**12. MANUFACTURER WARRANTY FOR GOODS.** Customer is entitled to any warranty provided by a manufacturer of the Goods sold under this Contract. The Installer will provide Customer with any manufacturer consumer warranty information accompanying the Goods, and Customer may also obtain such information by contacting Lowe's. **LOWE'S DOES NOT WARRANT THE GOODS AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**13. LOWE'S WARRANTY FOR INSTALLATION SERVICES / LIMITATIONS OF LIABILITY.** Lowe's does warrant that the Installation Services will be performed by the installer in a good and workmanlike manner. Lowe's warranty for Installation services shall extend for a period of one year from the earlier of (1) the date the Certificate of Completion is signed by Customer or (2) the date that Lowe's determines that the Installation Services have been completed, or for such greater period as may be required by applicable law governing consumer warranties for workmanship (the "Warranty Period"). **LOWE'S WARRANTY THAT THE INSTALLATION SERVICES WILL BE PERFORMED BY THE INSTALLER IN A GOOD AND WORKMANLIKE MANNER DOES NOT COVER, AND LOWE'S WILL NOT BE RESPONSIBLE FOR, ANY DEFECT IN SUCH INSTALLATION SERVICES DUE TO (1) ANY DEFECT, WEAKNESS OR DANGEROUS CONDITION, INCLUDING BUT NOT LIMITED TO, MOLD, ROT, ASBESTOS OR INFESTATION IN THE PREMISES' STRUCTURE, SUBSTRUCTURE, SUPERSTRUCTURE OR POINTS OF ATTACHMENT, OR OTHER PRE-EXISTING PHYSICAL OR ENVIRONMENTAL HAZARD, OR (2) ABUSE, MISUSE, NEGLIGENCE, OR IMPROPER CLEANING. LOWE'S WARRANTY FOR INSTALLATION SERVICES SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Customer acknowledges and agrees that Customer shall be limited to seeking recourse or remedy exclusively from Lowe's or the Installer (as applicable) and that no affiliate of Lowe's shall have any liability under this Contract. Customer must give Lowe's written notice within the Warranty Period of any warranty claim relating to Installation Services. Customer agrees that its sole and exclusive remedy against Lowe's for a warranty claim is reinstallation in a good and workmanlike manner, including the repair or replacement of any Goods if and to the extent reasonably necessary to correct the defective Installation Services. **CUSTOMER SHALL HAVE NO OTHER REMEDY FOR A WARRANTY CLAIM, INCLUDING WITHOUT LIMITATION REMEDY FOR LOSS OR DAMAGE CAUSED BY NORMAL WEAR AND TEAR, LOSS OR DAMAGE WHICH HAS NOT BEEN REASONABLY MITIGATED, OR LOSS OR DAMAGE CAUSED BY ACTS OF GOD. IN NO EVENT SHALL LOWE'S BE LIABLE FOR INDIRECT, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES (SUCH AS, WITHOUT LIMITATION, LOST PROFITS, LOST SALES, AND INJURIES TO PERSONS OR PROPERTY), EVEN WHERE LOWE'S HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WHERE, DUE TO OPERATION OF LAW, SUCH DAMAGES CANNOT BE EXCLUDED, THEY ARE EXPRESSLY LIMITED IN AMOUNT TO THE PURCHASE PRICE.** In connection with any warranty claim, Customer agrees, at no cost to Lowe's or the Installer, to prepare the Premises and the reinstallation area in the manner described in Section 11 of these Terms and Conditions.

**14. ARBITRATION AGREEMENT, WAIVER OF JURY TRIAL AND WAIVER OF CLASS ACTION ADJUDICATION:** Most questions or complaints are resolved informally. If Customer has a question or complaint, Customer agrees to contact the Lowe's salesperson whose name appears on this Contract and the manager of the Lowe's store at the address and/or phone number on the front page of this Contract. All claims by Customer or Lowe's concerning this Contract which cannot be resolved informally shall be resolved by binding arbitration conducted by a single arbitrator under the current applicable rules, procedures and protocols of JAMS, Inc. (JAMS) ([www.jamsadr.com](http://www.jamsadr.com)) (as amended) or the American Arbitration Association (AAA) ([www.adr.org](http://www.adr.org)) (as amended). The parties agree that if JAMS or AAA are unable or unwilling to arbitrate the matter, the parties will agree upon a single arbitrator with a nationally recognized arbitration firm to arbitrate the matter. Claims to be resolved by binding arbitration include, but are not limited to (1) all claims directly or indirectly related to the signing of this arbitration agreement, the validity or scope of this arbitration agreement, or any attempt to set aside this arbitration agreement, (2) all federal or state law claims relating directly or indirectly to this Contract (including this arbitration agreement), the information Customer gave Lowe's before entering into this Contract and/or any past agreement or agreements between Customer and Lowe's, (3) all counterclaims, cross-claims and third-party claims, (4) all common law claims of any kind including claims based upon alleged product defect, contract, tort, fraud, or other intentional torts, (5) all claims based upon a violation of any state or federal constitution, statute or regulation, (6) all claims asserted by Lowe's against Customer, including claims for money damages to collect any sum Lowe's claims Customer owes Lowe's, (7) all claims asserted by Customer individually against Lowe's and/or any of Lowe's employees, agents, directors, officers, shareholders, managers, members, parent company or affiliated entities (herein collectively referred to as "related third parties") or the Installer, including claims for money damages and/or equitable or injunctive relief, (8) all claims asserted on Customer's behalf by another person, (9) all claims asserted by or on behalf of a Customer as a private attorney general against Lowe's, related third parties and/or the Installer, (10) all claims arising from or relating directly or indirectly to the disclosure by Lowe's, related third parties or the Installer of any non-public personal information about Customer, and/or (11) all other claims arising under or related to this Contract whether or not set forth above. If the dispute falls within the jurisdiction of a small claims court the claimant may, at its option, choose to arbitrate or file a small claims action. Any appeal of a judgment from a small claims court shall be resolved by arbitration as provided herein.

**Binding arbitration means that Customer waives: (1) any right to a jury trial; (2) any right to bring a lawsuit in a court (other than a small claims court as described above); and (3) any right to seek relief in any other forum or from any other agency. Any claim not decided by a small claims court will be decided by an arbitrator selected as set forth immediately above. Lowe's and Customer agree that binding arbitration provides a simple, cost efficient method to resolve disputes quickly. Lowe's and Customer agree that no class action lawsuit or class action arbitration of any type may be pursued by or on behalf of the Customer or ordered by a Court or arbitrator(s) under this Contract and, in addition, that there shall be no joinder of parties, except for joinder of parties to the transaction covered by this Contract. By agreeing to binding arbitration Customer and Lowe's waive any right to bring or participate in a class action lawsuit or class action arbitration regarding any claim.**

**How Arbitration Works:**

Lowe's may demand arbitration by sending written notice to Customer at the address listed in this Contract. Customer may demand arbitration by sending written notice to Lowe's at the following address: Mail code NB6LG, P.O. Box 1000, Mooresville, NC 28115. The arbitration shall be held in the city or county where the Premises are located or in such other convenient location as the Customer and Lowe's may mutually agree. Lowe's shall pay the filing, administrative, hearing and arbitrator's fees associated with the arbitration. Customer shall not be required to reimburse Lowe's for these expenses even if Lowe's wins the arbitration. Unless the arbitrator's award or controlling law specifically provides otherwise, Lowe's and Customer will each be responsible for its own attorneys' fees and other expenses, such as witness and expert witness fees. At the timely request of Customer or Lowe's, the arbitrator will provide a written explanation of the award so long as such requirement is consistent with the then current rules, procedures and protocols of the arbitration entity selected by the parties as set forth above. The arbitrator's award may be filed with and enforced by any court having jurisdiction. If allowed by statute or applicable law, the arbitrator may award statutory damages and/or reasonable attorneys' fees and expenses. If Customer fails to pay Lowe's in accordance with this Contract, Customer agrees that Lowe's shall be entitled to recover its reasonable attorneys' fees as provided by N.C. Gen. Stat. Section 6-21.2 or other controlling law. The parties agree that this arbitration agreement is made in connection with a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16 (as may be amended) (FAA), but if for any reason the Federal Arbitration Act does not apply, then this arbitration agreement shall be governed by the laws of the State of North Carolina.

**15. GOVERNING LAW AND SEVERABILITY.** This Contract shall be interpreted under and governed by the law of North Carolina, without regard to the choice of law rules of any state, except that the ARBITRATION AGREEMENT, WAIVER OF JURY TRIAL AND WAIVER OF CLASS ACTION ADJUDICATION is governed by the FAA. If any provision of the Contract is contrary to any law to which it is subject, such unlawful provision shall be ineffective without invalidating the other provisions, which shall remain in full force and effect.

**16. CREDIT CARD / FINANCED TRANSACTIONS.** If Customer uses a credit card or obtains financing to pay some or all of the Price, then Customer acknowledges that the terms of his or her cardholder agreement or financing documents may change the total amount of money Customer must pay to the credit card provider or lender, including any interest charges and fees. Customer acknowledges that his or her cardholder agreement or financing documents may have other terms and conditions to which Customer will be subject. Customer also acknowledges that Lowe's is not a party to any such cardholder or financing agreement.

**17. WAIVER OF LIENS.** Because responsibility for paying the Installer on Customer's behalf belongs to Lowe's, Lowe's will require the Installer, on behalf of itself and any of the Installer's subcontractors, ma-

materialmen or suppliers, as a condition precedent to payment by Lowe's on Customer's behalf, to fully and unconditionally relinquish, waive and release any and all mechanic's liens, materialman's liens and other liens in the Premises which the Installer or its subcontractors, materialmen or suppliers might have or acquire in the future, by operation of law or otherwise, as a result of this Contract.

**18. UNAVOIDABLE DELAY OR FAILURE IN PERFORMANCE EXCUSED.** Any delay or failure by Lowe's or the Installer in performing this Contract because of strike, fire, flood, epidemic, acts of terrorism, acts of God, inability to obtain Goods in a timely or commercially feasible manner, or any other causes beyond the reasonable control of Lowe's or the Installer shall be excused and shall not be breaches of this Contract.

**19. ENTIRE AGREEMENT / CHANGES IN WRITING.** Customer and Lowe's agree that this Contract accurately states the entire agreement between Customer and Lowe's concerning the Goods and Installation Services and replaces and supersedes all prior agreements and understandings relating thereto, both oral and written, and all oral agreements and understandings entered into at the same time as this Contract. Any additions or changes to this Contract, or any waiver of rights under this Contract, must be in writing signed by Customer and Lowe's.

**20. CAPTIONS.** Titles or captions of sections contained in this Contract have been inserted only as a matter of convenience and in no way define, limit, extend, describe or otherwise affect the scope or meaning of this Contract or the intent of any provisions hereof.

**21. QUESTIONS OR CONCERNS.** Customer should speak to the Lowe's salesperson whose name appears on this Contract and the manager of the Lowe's store at the address and/or phone number on the front page of this Contract, regarding routine matters such as scheduling, any requested changes to Customer's order, or any concerns Customer may have about this Contract, the Goods or the Installation Services.



**Seal-Rite Door - Pataskala**  
 42 Shackelford Rd  
 Pataskala, OH, 43062  
 800-477-7471

**Lowe's Of Alexandria #0715**  
 6750 Richmond Highway  
 Alexandria, VA, 22306  
 Lowe's #0715 Alexandria  
 Phone: (703) 765-8011  
 Fax: (703) 765-2643  
 @store.lowes.com

1/4/13 \*

# QUOTE

PAGE 1 of 2

Sale Price

**PROJECT: #349304 Re-quote. Wilson Amanda for install 12/23/12**

**Ryan Comeau**  
 Alexandria, VA, 22306  
 ryan.m.comeau@store.lowes.com

Quote #: 354619  
 Date Created: 12/23/2012  
 Expire Date: 01/22/2013

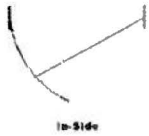
Quantity for this item: 1  
 Seal-Rite Door: Front Entry ✓

**THERMA TRU**



RO Height: 82  
 RO Width: 38 1/4"  
 Unit Height: 81 5/8"  
 Unit Width: 37 1/2"

Single Door LH Inswing  
 Out-Side



DESCRIPTION	Qty	UNIT PRICE	TOTAL
Product Class: Smooth-Star			
Panel Design: Embossed Door			
Door Configuration: Single Door			
Height: 6/8 Height			
Width: 3/0 Width			
Glass: No Glass			
Door Slab: S210	1		
Dentil Shelf: No Dentil Shelf			
Door Swing: In-Swing Door ✓			
Handing(Inswing): Left Hand			
Jamb Style: Pre-hung Door System			
Jamb Material: Clear Pine Jamb			
Jamb Width: 6-5/8" to 8-5/8" (8.0000)	1		
Brickmold: No Brickmold	1		
Sill: Tru-Defense - Bronze ✓	1		
Weatherstrip: Standard Foam Filled			
Hinge: Oil-Rubbed Bronze ✓	1		
Cutdown: No Cutdown			
Hardware Selected: Handle Set ✓			
Deadbolt: Standard Location	1		
Hardware(Door): Plymouth A.Brz ✓	1		
Hdwr(Deadbolt): Georgian A.Brz ✓	1		
Ext. Door Option: Door Paint			
Exterior Door Color: Cape Cod Gray D1-2850 ✓			
Int. Door Option: Door Int. Paint	1		
Interior Door Color: Glacier White D1-1911 ✓			
Ext. Frame Option: Frame Paint			
Exterior Frame Color: Black D1-2126 ✓			
Int. Frame Option: Frame Int. Paint	1		
Interior Frame Color: Glacier White D1-1911 ✓			
Accessories: Security Strike - Oil Rubbed Bronze ✓	1		
Accessories: Jamb Prep Deadbolt Strike Plate Full Lip ✓	1		
Storm Door: No Storm Door			
Additional Item: Oil Rubbed Bronze Magazine Mailslot (2) ✓	1	\$99.00	\$99.00

*(Signature)*

SUB TOTAL	\$1,237.00
SALES TAX	<del>\$6185.00</del>
<b>TOTAL</b>	<b>\$7,422.00</b>

**THANK YOU FOR YOUR BUSINESS**

BAR Case # BAR2013-00064

ADDRESS OF PROJECT: 727 S ALFRED ST  
TAX MAP AND PARCEL: 080.01-07-33 ZONING: RM - Townhouse

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: Bradley & Amanda Wilson

Address: 727 S Alfred St

City: Alexandria State: VA Zip: 22314

Phone: (614) 296-5161 E-mail: amanda.wilson@davita.com

Authorized Agent *(if applicable)*:  Attorney  Architect  \_\_\_\_\_

Name: \_\_\_\_\_ Phone: (614) 296-5161

E-mail: \_\_\_\_\_

Legal Property Owner:

Name: Bradley & Amanda Wilson

Address: 727 S Alfred St

City: Alexandria State: VA Zip: 22314

Phone: (614) 296-5161 E-mail: amanda.wilson@davita.com

- 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
  - fence, gate or garden wall
  - HVAC equipment
  - shutters
  - doors
  - windows
  - siding
  - shed
  - lighting
  - pergola/trellis
  - painting unpainted masonry
  - other \_\_\_\_\_
- ADDITION
- DEMOLITION/ENCAPSULATION
- SIGNAGE

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

We are replacing the wood exterior doors with new fiberglass doors. The new front door will be a solid six-panel door, and color / hardware configuration will closely resemble the current door. NOTE: A BAR Staff member completed a site visit on 27 February 2013 and determined the rear door is functionally not visible from the public alley behind the property and from Jefferson St. Therefore, the rear door is not considered under the BAR purview.

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**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.

Electronic copies of submission materials should be submitted whenever possible.

**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. All plans must be folded and collated into 12 complete 8 1/2" x 11" sets. Additional copies may be requested by staff for large-scale development projects or projects fronting Washington Street. 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 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.

BAR Case # \_\_\_\_\_


**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 12 sets of revised materials.

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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: Bradley M. Wilson

Date: 03/02/2013

**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 ten 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. Bradley M. Wilson	727 S. Alfred St	100%
2. Amanda L. Wilson	727 S. Alfred St	100%
3.		

**2. Property.** State the name, address and percent of ownership of any person or entity owning an interest in the property located at 727 S. Alfred St., Alexandria, VA 22314 (address), unless the entity is a corporation or partnership, in which case identify each owner of more than ten 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.

03/03/2013  
Date

Bradley M. Wilson  
Printed Name

  
Signature