

Discussion Item

Reimbursement Request – 3324 Valley Drive

Summary:

Opening in laundry area (see photo) was not sealed and allowed rodents to enter unit and infest listed appliances. PKFX staff has since closed all openings. Owner provided inspection and replacement documents. PKFX had both the dishwasher and the wall unit in the living room inspected by outside contractors. Due to the cost of repairs the dishwasher, replacement is recommended. Owner provided a full quote to replace the entire HVAC system. PKFX then had the Associations HVAC contractor inspect who found the remaining system to be functioning and simply recommends just replacing the living room split unit in the living room.

Mark Miller

From: Paul Friedman <paulfriedman@comcast.net>
Sent: Sunday, March 14, 2021 8:41 PM
To: Mark Miller; Dana Cross
Subject: Request for Reimbursements
Attachments: Report_5505502.pdf; Invoice #157931443.pdf

Mark,

Lori and I want to thank management for recently fixing the large hole in our kitchen wall behind our stove/oven left by the contractor hired by Parkfairfax after the 2018 fire. As well, we appreciate other work done in our building to prevent rats from getting in or out.

Unfortunately, we learned about the gaping hole in our wall due to an invasion of mice and rats gradually over the past few months.

Last September, what an expert believes was a mouse invaded our home and destroyed the wiring in the living room wall blower, which is part of our Mr. Slim heating/air conditioning system. At the time, we had no idea how the mouse got in our house. We set a trap but didn't catch it. Yet, it seemed to be done with us. Having never had a problem like that before, we thought it was a one time problem.

Then, this year, we began to see rats invading our home at night. We found they had gotten into well-packaged food stuffs in our closet. We set new traps and called Parkfairfax for help. When Parkfairfax sent its anti-pest team, we learned the rats had built a home behind our refridgerator and that we had a gaping hole behind our stove/oven that needed to be closed.

Before that hole was fixed by Parkfairfax though, our dishwasher stopped working. After we hired a professional company to examine it, we learned that rats had gotten into that too and destroyed the wiring and infested it in a way that it cannot be cleaned. It must be replaced.

Finally, after we caught three rats, and our upstairs neighbor caught a few too, we were able to trust that no more rats were coming in our home and we began to thoroughly clean areas where they had been. That's when we discovered that the contractor also failed to grout the tiles under our refridgerator. We have not been able to get under our stove/oven yet. We fear for what we'll find there.

As a result, we are seeking approval from the board to be reimbursed for the cost of our Mr. Slim heating and air-conditioning system, any grouting and other work that is discovered needing to be done under the stove/oven, and our Bosch dishwasher. The reports assessing the electronic system items are attached.

Respectfully,

Paul and Lori Friedman
3324 Valley Drive
703-671-3843

Cc: Dana

Mark Miller

From: Paul Friedman <paulfriedman@comcast.net>
Sent: Monday, March 15, 2021 9:17 AM
To: Mark Miller; Dana Cross
Cc: Alonzo Alexander
Subject: RE: Request for Reimbursements

Mark,

I'll be pleased to provide the numbers.

As for Category V, what is that supposed to mean? Had it not been for the hole in our house, the rats would not have entered and destroyed our property. The hole is clearly the fault of the contractor and, as management has already proven, it was the community's responsibility.

Paul

On 03/15/2021 8:53 AM Mark Miller <mmiller@parkfairfax.info> wrote:

Good morning, unfortunately even with the rodent issues, I have to point out and make you aware that as both the dishwasher and HVAC system are unit owner installed items and serve only your unit they fall under category V of the maintenance chart of responsibilities:

"Certain other components under unit owner's responsibility without respect to ownership of the component". Please attached by laws, reference page 37.

However, we can definitely submit your request to the Board, but they would need to know the final cost(s) for what you are requesting. Neither attachment shows any monetary amounts.

Please provide that information by April 14th for inclusion in the April board package.

Thank you.

From: Paul Friedman <paulfriedman@comcast.net>
Sent: Sunday, March 14, 2021 8:41 PM





• Heating and Cooling Installation / Service • Duct Systems • Boilers • High Velocity Unico® Systems •
Geothermal Heating & Cooling • Fujitsu Ductless • Navien Tankless Water Htrs.

1710 MOUNT VERNON AVENUE
ALEXANDRIA, VA. 22301

703-683-1996 / 703-683-4751-FAX

PROPOSAL



rbincorporated.com

TO:

**ParkFairfax c/o Mr. Mark Miller
3360 Gunston Rd.
Alexandria, Va. 22302**

PHONE: 703 626-4409

DATE: 4/8/2021

JOB SITE: 3324 Valley Dr. (Fire Job)

E-Mail: mmiller @parkfairfax.info

R & B Incorporated proposes to furnish the necessary labor and material to proudly complete the following:
Replace internally damaged Mitsubishi indoor unit model #MSZ-GE09NA as part of dual zone ductless application heat pump system to serve first floor 3324 Valley Drive

System One: Replace Mitsubishi indoor wall mounted unit model MSZ-GE09NA s/n 0009643

- One Mitsubishi replacement wall mounted unit model MSZGL09NAU1 to replace damaged wall mounted unit in place now.

Mechanical Scope of Work: Pump down refrigerant into outdoor unit, clear refrigerant piping, clear condensate drain application of any debris, reconnect new wall mounted unit to utilities, evacuate piping and restart system

Warranty: R & B Incorporated, Limited Warranty Program warrants material to be free of defects for a period of one year. Warranty hours are from 8am to 4:30pm weekdays. Includes extended manufacturers warranties if applicable.

Payment to be made as follows 50% down, balance due at completion. Terms: In the event payment is not made as set forth I/WE agree to pay reasonable attorneys fees and cost of collection. Past due accounts are subject to finance charge of 2% per month of unpaid balance. Equipment and materials to remain property of R & B INC. until paid in full. **This proposal may be withdrawn if not accepted within 30 days**

WE PROPOSE to hereby furnish material and labor in accord with the above specifications for the sum of:

Twenty Five Hundred Thirty Two

\$2,532.00

Payment to be made as follows 50% down with balance due at completion. Terms: In the event payment is not made as set forth I/WE agree to pay reasonable attorneys fees and cost of collection. Past due accounts are subject to finance charge of 2% per month of unpaid balance. Equipment and materials to remain property of R & B INC. until paid in full. **All discounts have been taken.**

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specification involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and any other necessary insurance. Our workers are covered by Workers Compensation Insurance.

Signature : David W. Gordon

DWG@rbincorporated.com

ACCEPTANCE OF PROPOSAL — The above prices, specifications,

And conditions are satisfactory and are hereby accepted. You are authorized to _____ Signature: _____

Install the work as specified. Payment will be made as outlined above.

Date of acceptance: _____

When you want it done right ...



PROPOSAL

DC: (202) 783-6100

MD: (240) 433-1300

VA: (703) 534-0088

10738 TUCKER STREET
BELTSVILLE, MD 20705

PLUMBING • HEATING • AIR CONDITIONING • SINCE 1912

Paul Friedman
3324 Valley Dr.
Alexandria, VA.
703-671-3843

paulfriedman@comcast.net

October 16, 2020

We are pleased to present our proposal for the Mitsubishi 2 zone heat pump system installation at the property located at the above address.

IMPROVEMENTS

- Furnish and install all necessary equipment and material for a 2 Zone Mitsubishi ductless mini-split system.
- One out door unit Model # **MXZ2C20**
- Two wall mounted air handlers. One **9KBTU** for the bedroom and One **12KBTU** in the living room.
- Connect to the existing wiring and piping.
- System start up

BEST EQUIPMENT OPTION 1

• Furnish and install Hyper heat pump model with the FH 3D i-See infrared sensor indoor air handlers. The H2i® models provide heating even when it's -13° F (-25° C) outdoor ambient, producing up to 100% heating capacity at 5° F (-15° C). These units offer year-round comfort even in extreme climates. The FH Model is designed for optimum cooling/heating performance as well as operational comfort. Quiet, energysaving operation is supported by some of our latest technologies. Advanced functions such as the 3D i-see Sensor® temperature control and Triple-action filtration raise room comfort levels to new heights.

PRICE.....\$8,790.00

Off Season Discounted Price.....\$8,290.00

BETTER EQUIPMENT OPTION 2

• Furnish and install Hyper heat pump model with the standard indoor air handlers. The H2i® models provide heating even when it's -13° F (-25° C) outdoor ambient, producing up to 100% heating capacity at 5° F (-15° C). These units offer year-round comfort even in extreme climates.

PRICE.....\$8,450.00

Off Season Discounted Price.....\$7,950.00

AND/OR SERVICES WILL MEET THE CUSTOMER'S REQUIREMENTS OR THAT THE PRODUCTS AND/OR SERVICES WILL BE ACCURATE, SATISFACTORY QUALITY, UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. THE CUSTOMER EXPRESSLY AGREES THAT THE USE OF THE PRODUCTS AND THE PROVISION OF THE SERVICES ARE AT CUSTOMER'S SOLE RISK. THE PRODUCTS AND/OR SERVICES ARE PROVIDED WITH ALL FAULTS, ON AN "AS IS" AND "AS AVAILABLE" BASIS. FURTHER, CONTRACTOR MAKES NO REPRESENTATION OR WARRANTY AND SPECIFICALLY DISCLAIMS ANY AND ALL MANUFACTURER OR SUPPLIER REPRESENTATIONS AND WARRANTIES MADE WITH REGARD TO THE PRODUCTS PROVIDED HEREUNDER.

7. CONTRACTOR SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, REVENUE, LOSS OF USE, INTERRUPTION OF PRODUCTION, COST OF CAPITAL, LOST DATA, PROPERTY DAMAGE, BODILY INJURY OR FOR ANY OTHER DAMAGES, OR SUMS PAID BY CUSTOMER, WHETHER IN AN ACTION FOR CONTRACT, NEGLIGENCE OR OTHER TORT OR OTHERWISE, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Note: Some states, including, but not limited to, the State of Maryland, do not allow the exclusion or limitation of certain warranties or incidental or consequential damages in consumer transactions, so the above exclusions may not apply to Customer. The limited warranty provided herein provides the Customer with specific legal rights and the Customer may also have other rights that vary from state to state.

8. Customer agrees to indemnify, defend, and hold harmless Contractor, and its owners, members, officers, directors, managers, employees, agents, insurers, legal and personal representatives, related and affiliated entities, successors and assigns (collectively, "Indemnitees"), from and against any and all losses, costs, obligations, liabilities, damages, actions, suits, causes of action, claims, demands, liens, encumbrances, security interests, settlements, judgments, and other expenses, including, but not limited to, cost of defense, settlement, and reasonable attorneys' fees, of whatever type or nature, including, but not limited to, damage or destruction to property, injury or death to any person or persons, which are asserted against, incurred by, imposed upon, or suffered by Indemnitees by reason of, or arising from: (a) the Customer's breach or threatened breach of the Contract; (b) Customer's actual or alleged failure to promptly pay sums due Indemnitees or third parties; (c) the negligence, acts or omissions of the Customer (or its stockholders, members, owners, officers, directors, managers, employees, contractors, agents, legal and personal representatives, related and affiliated entities, successors, and assigns); or (d) any Customer or third-party claims relating to the Contract, the Work, and/or suitability and performance of any Products sold and/or Services performed (except Customer claims brought under the limited warranty set forth in Section 6).
9. Contractor will secure all necessary permits required by applicable state and/or county law for the Work. Customer acknowledges and agrees that upon completion of the Work, a final inspection is required to be performed by the applicable state and/or local county authorities. Customer agrees to provide unfettered access to the property for the purposes of completing this final inspection and specifically authorizes the necessary state and/or local county representatives to access the property to perform such final inspection.
10. The Contract shall be interpreted, construed, and governed according to the laws of the State of Maryland, without regard to any otherwise applicable choice of law provisions. The Customer and Contractor agree that any action commenced to enforce the terms of this Agreement must be brought exclusively in the Circuit Court for Prince George's County, Maryland, USA. The Customer and the Contractor consent to the exclusive jurisdiction and venue of that Court to enforce the terms of the Contract. The Customer expressly waives the right to transfer any action filed therein. The Customer agrees to accept service of process pursuant to Maryland Rules and procedures. All notices required or permitted hereunder shall be in writing addressed to the respective parties as set forth in the Contract, unless another address shall have been designated in writing, and shall be delivered by hand, electronically, or by regular mail to the respective addresses set forth above. The Customer may not assign this Contract. This Contract is freely assignable by Contractor. Contractor reserves the right in its sole discretion to amend these terms and conditions at any time without prior written notice. The Contract shall be binding upon, and inure to the benefit of, Customer and Contractor, and their respective heirs, personal and legal representatives, legatees, trustees, executors, successors and assigns. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signed counterparts may be delivered via electronic mail, with all executed copies so delivered to be deemed to have the same force and effect as if bearing all required original signatures.

By signing below, I certify that I am the owner the property located at the above address, or I am duly authorized to purchase the above goods and services on behalf of the owner, as their representative*.

*Authorized Signature of Owner or Representative

Date of Acceptance

*Authorized Signature of Owner or Representative

Date of Acceptance

ACCEPTANCE BY THE JOHN G. WEBSTER COMPANY:

Silas Naecker

Date

NOTE: This offer may be withdrawn if not accepted within 15 days of the submittal date.

TERMS AND CONDITIONS

1. The Customer shall place orders for the products (the "Products") to be purchased and/or the services (the "Services") to be provided hereunder (collectively, the "Work") by completing, executing, and returning the attached proposal, together with these terms and conditions (the "Contract"), to A-Advanced, LLC d/b/a The John G. Webster Company ("Contractor") and paying the applicable deposit. The Contract shall be effective on the date it is executed by the Contractor and constitutes the entire agreement between the parties regarding the Work.
2. All amounts are due and payable in accordance with the payment terms set forth in the Contract, including payment of a deposit prior to the Contractor commencing Work. In the event that any payment due under this Contract is not paid within thirty (30) days thereof, Customer shall pay 1.5% interest per month (18% annual rate) on any unpaid balance from the date such payment is due until paid in full. Returned checks will be subject to a \$35.00 returned check fee. Customer's failure to pay any amount when due is a material breach of this Contract, which will entitle Contractor to do any or all of the following, in Contractor's sole and absolute discretion: (1) terminate this Contract, in which event the unpaid balance on this Contract shall immediately become due and owing whether the Work has been furnished/completed or not; (2) permit Contractor to repossess the Products conveyed or installed; (3) withhold delivery of the Products; (4) suspend or terminate performance of the Work; and/or (5) file all necessary liens and commence civil actions against Customer and the Work site. In addition to the foregoing remedies, Contractor shall also have the right to pursue any and all other remedies available as well as damages available under applicable law. No part of the Work completed by the Contractor may be deemed a part of the property until the Grand Total Price and any additional money that may be due hereunder has been paid in full. Title to all Products, including, but not limited to, any manufacturer's warranties relating to the Products used in the Work, will remain vested in Contractor until final payment of the Grand Total Price and any additional money that may be due hereunder is paid in full by Customer.
3. Customer represents and warrants that he/she/it owns the property where the Work will be performed or has the lawful authority to engage Contractor to perform the Work set forth herein. Customer shall be solely responsible to ensure that the structural elements of the property are sufficient to accommodate the Product(s). Customer represents that the Work site conditions are in proper order for completion of the Work and shall provide and maintain access to the property and the Work site at all times prior to completion of all Work and during the final inspection of the Work by the applicable government authorities. Contractor shall not be responsible for any property damage caused during the performance of the Work and shall not be required to repair any such damage.
4. Notwithstanding anything contained herein to the contrary, Contractor is not responsible for any failure of or delays in the completion of the Work to the extent such failure or delay results from a Force Majeure Event. A "Force Majeure Event" means any of the following: weather conditions; vandalism; theft; natural disasters; Federal, state, and/or local rules, regulations, or orders, including orders or judgments of any court, agency or commission; delay or failure to obtain necessary permits from the applicable governing authority; delays in obtaining the Products and/or materials from third party manufacturers, distributors, suppliers, or other vendors; delays as a result of equipment malfunction or maintenance; issues related to the property and/or Work site that are not reasonably foreseeable; Acts of God; strikes or labor disputes; war or acts of terrorism; or any other cause or condition beyond the control of Contractor. Contractor and Customer agree that the date of completion shall be extended by the number of days equal to the period of delay caused by the event of Force Majeure.
5. Customer may not cancel, modify or terminate the Contract for any reason at any time, except that Customer may terminate this Contract upon written notice to Contractor: (i) at any time after the Contract has been executed by Customer but prior to Customer delivering the applicable deposit to Contractor; or (ii) at any time after the Contract has been fully executed and the applicable deposit has been delivered by Customer to Contractor but prior to Contractor's commencement of the Work, provided that, in such case, Customer shall forfeit the deposit paid to Contractor. In the event that Contractor special orders any Products for Customer and Customer subsequently terminates the Contract as provided herein, in such event, then Customer shall be responsible for any and all shipping, handling and/or restocking fees incurred by the Contractor for such specially ordered Products. For the avoidance of doubt, Contractor shall be deemed to have commenced Work as contemplated hereunder at the start of business on the date that Contractor is scheduled to commence the Work. Contractor reserves the right to cancel the Contract for any reason at any time in its sole discretion. Any agreement for changes to the Contract prior to commencing the Work must be in writing and agreed to by both Customer and Contractor in order to be binding. The Grand Total Price shall be adjusted by the Contractor to reflect the change order and the new Grand Total Price shall be indicated in writing prior to the change order being processed.
6. Contractor warrants all parts and labor are free from defects in material and workmanship under normal use and service for a period of one (1) year from the completion of the Work. Customer must deliver written notice of any defect to Contractor within thirty (30) days from the date Customer knew or should have known of the defective condition, time being of the essence ("Notice of Warranty Claim"). Contractor's sole obligation and Customer's sole and exclusive remedy for any failure of performance or actual defect in the Work is limited to the repair and/or replacement of the Work or, in Contractor's sole discretion, a refund or other reduction in the Grand Total Price. This limited warranty shall be void and of no further force or effect if: (i) any part of the Work has been subject to modification; improper maintenance and/or repair, including Customer's use of a third-party, other than Contractor, to maintain or repair the Work and/or Customer's failure to comply with the Contractor's and/or Manufacturer's installation and/or maintenance requirements, including, but not limited to, opening the space heating shut-off valve in the Fall for winter space heating and to close the shut-off valve in the Spring for air conditioning operation; accident; neglect; misuse; movement of location; tampering; failure of supporting structures; or any event other than the ordinary use; (ii) Customer is in default of any financial obligation under this Contract; and/or (iii) the Notice of Warranty Claim is not timely filed in compliance with the terms of this Contract. Customer acknowledges and agrees that he/she/it must allow Contractor a reasonable opportunity to remedy any claimed defects as contemplated herein prior to filing any litigation. THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY CONTRACTOR AND CONTRACTOR MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATING TO THE WORK, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE. CONTRACTOR MAKES NO WARRANTY THAT THE PRODUCTS

MD: HVAC-7826, WSSC-01212 DC: HVAC-RC595, PLUMB-PM1036 VA: HVAC, GAS-710001281 3

GOOD EQUIPMENT OPTION 3

- Furnish and install the Standard heat pump model with the Standard GL indoor air handlers

PRICE.....\$7,590.00

Off Season Discounted Price.....\$6,990.00

EXCEPTIONS

- Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge, over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. The homeowner (buyer) must carry necessary fire and homeowners insurance.
- Painting, patching, or repairing any drywall, floor coverings, or carpentry not included.
- Upgrades to the electrical panel or service are not included.

TERMS & CONDITIONS

A deposit of one third (1/3) of the entire balance is due upon acceptance of this proposal. The remaining balance of 2/3rds is due upon completion of the work described above. Please pay the technician on the final day of work.

The John G. Webster Company accepts first-party personal checks (payable to: The John G. Webster Company), Visa, MasterCard, American Express, Discover credit cards, and cash (a written cash receipt will be provided).

The John G. Webster Company shall not be liable for delays due to unforeseeable causes beyond the control of, and without the fault or negligence of The John G. Webster Company including acts of God, acts of the Owner and unusually severe weather. The Owner further agrees that if this contract is canceled by him, her or them for any reason whatsoever, after the work has commenced, to pay The John G. Webster Company a sum of money equal to fifty percent of the contract herein agreed to be paid, as fixed, liquidated and ascertained damages without proof of loss or damage. It is agreed that The John G. Webster Company will retain title to any equipment or material that may be furnished until final payment is made, and if settlement is not made as agreed, The John G. Webster Company shall have the right to remove same and The John G. Webster Company will be held harmless for any damages resulting from the removal thereof. All costs of collection shall be paid by the Owner, including reasonable attorney fees.

Any labor and/or material costs other than those specified in the scope of work will be executed only upon written order from Owner or his authorized agent and will become an extra charge over the below agreed amount. Agreements made with mechanics on the job by the Owner are not recognized. No statement or understanding expressed or implied not contained herein will be recognized.

Price includes all discounts and coupons.

WARRANTY

The John G. Webster Company offers a full one-year warranty on all labor provided as described by this proposal. All work will be completed in a workmanlike manner, which will meet or exceed standard industry practices. Customer must register the new equipment with the manufacturer with a timely manner to receive any warranty extensions.

ACCEPTANCE BY BUYER

The above and below prices, specifications, terms and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.



M. E. Flow, Inc.
12 Cardinal Park Dr SE Ste 107,
Leesburg, VA 20175
(703) 777-2311

BILL TO

Paul & Lori Friedman
3324 Valley Drive
Alexandria, VA 22302 USA

INVOICE
157931443

INVOICE DATE
Sep 24, 2020

JOB ADDRESS

Paul & Lori Friedman
3324 Valley Drive
Alexandria, VA 22302 USA

Completed Date: 9/24/2020

DESCRIPTION OF WORK

Upon arrival discovered system non operational due to wires destroyed inside the system by what appears to be a mouse. Please see pictures and also need comfort consultant to give options on replacement. Sent information to Tara to schedule consultation.

TASK	DESCRIPTION	QTY
Applied To Membership	Applied To Membership: Applied To Membership	1.00
Membership - Inspection	Membership - Inspection: Membership - Inspection	1.00
Membership - Inspection	Membership - Inspection: Membership - Inspection	1.00
SUB-TOTAL		\$0.00
TAX		\$0.00
TOTAL DUE		\$0.00
BALANCE DUE		\$0.00

Thank you for choosing M. E. Flow we know you have a choice and appreciate you choose us!

CUSTOMER AUTHORIZATION


This Invoice and the associated Terms and Conditions contained herein represent the entire Agreement between myself and the Vendor (M. E. Flow, Inc.).

I declare that I have the authority to enter into this Agreement and I have reviewed the recommendations made by M. E. Flow, Inc. and authorize the work shown on this invoice to be performed.

This invoice is agreed and acknowledged.

TERMS: NET CASH ON COMPLETION

Sign here



Date 9/24/2020

CUSTOMER ACKNOWLEDGEMENT

I find and agree that all work has been satisfactorily performed by M. E. Flow, Inc. has been completed in a workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed to my satisfaction. My signature here signifies my full and final acceptance of all work performed by the contractor.

Sign here



Date 9/24/2020

INVOICE TERMS AND CONDITIONS

Please read the following terms and conditions carefully as they set forth the legally binding terms and conditions for services provided by M.E. Flow Inc. (the "Company") to Customer.

- 1) Charges for the labor and materials herein invoiced are due in full upon issuance of this invoice. Customer agrees to make all payments promptly when due and understands that time for payment is of the essence. A billing charge of \$15.00 will be added to the invoiced amount if not paid upon issuance.
- 2) The invoiced amount is subject to a finance charge of 2.0% per month and an annual percentage rate of 24% as allowed by law. Customer shall be responsible for all costs and expenses, including attorneys' fees, incurred by the Company in its efforts to collect late payments. In addition, until payment is made in full, the Company will retain title to all equipment and material furnished, reserves the right to remove any equipment or materials furnished to Customer, shall be allowed access by the Customer to do so and shall not be responsible for the cost of any damage caused by such removal.
- 3) After hours, holiday and weekend service calls are strictly limited to legitimate emergency situations only, and no service will be provided after 10pm. The Company reserves the right to determine, in its sole discretion, what constitutes an emergency situation and the right to schedule accordingly.
- 4) The Company shall not be required to furnish any items, equipment or labor that may be required by insurance companies, home inspectors, Government or any other authorities.
- 5) The Company shall not be responsible for pre-existing defects or for failure to discover conditions necessitating repairs or replacements.
- 6) The Company shall not be liable for delays or inability to perform work due to, and all prices and agreements are subject to, events and circumstances beyond the Company's reasonable control, including, without limitation, acts of God or government, strikes, accidents, war, fire, shortage or unavailability of materials or labor, and transportation delays.
- 7) The Company's liability, if any, with respect to any labor and materials supplied in connection with this invoice, shall be limited to the warranties provided on this invoice. The Company shall not be subject to any other liability, whether arising out of breach of contract, warranty, tort (including negligence and strict liability) or other theories of law with respect to materials supplied or services rendered or any undertakings, acts or omissions relating thereto. Without limiting the generality of the foregoing, the Company specifically disclaims any liability for property damage, personal injury, or any other loss, damage, cost of repairs or substitute products, penalties, lost profits or revenues, third party damages or incidental, punitive, special or consequential damages of any kind (including without limitation, frozen pipes, water damage, improper utility service or fuel supply, clogged drains and condensate leaks).
- 8) The failure of the Company to enforce its rights hereunder at any time for any period shall not be construed as a waiver of such rights.
- 9) This invoice constitutes a legally binding agreement between the Company and Customer and shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any litigation concerning the labor and materials provided hereunder, including without limitation, collection efforts by the Company, shall be brought only in the courts of Loudoun County, Virginia, which courts shall be the exclusive venue for and have exclusive jurisdiction over such litigation. Customer expressly consents to the jurisdiction and venue of said courts, to service of process upon Customer regardless of where located, and waives any right to trial by jury. Customer shall be responsible for all costs and expenses, including attorneys' fees, incurred by the Company in any such litigation or collection efforts.

WARRANTIES

We at M.E. Flow are proud of our long family tradition of providing quality service to our valued customers. The service also includes a provision for a labor warranty which is provided by us and a limited warranty, which is provided by the manufacturer for materials. We hope you agree that our superior level of service and warranty are of important value and justify the price you pay.

Labor: M.E. Flow Inc. will remedy any deficiency in the performance of this job if it receives notice of the deficiency on or before one year from the date of substantial completion of the work performed for repair service work and installation of equipment. No warranty is given for the continued operation of the system or equipment repaired. The cost of additional work or new repairs will be quoted in advance for you to accept or decline. Preventive Maintenance work does not carry any labor warranty.

Material: M.E. Flow Inc., subject to the availability of replacement material, will remedy any deficiency in the material it furnishes to perform the work if it receives notice of the deficiency on or before one year from the date of substantial completion of the work performed. The material furnished carries only the manufacturer's warranty, if any, and M.E. Flow Inc. neither warrants such material nor adopts such warranty as its own. There is no warranty provided for customer furnished equipment or materials.

Warranty work will normally be performed during normal working hours (8:00 a.m. to 4:30 p.m.), Monday through Saturday, without charge. Emergency overtime warranty work will be performed upon Customer's agreement to pay the prevailing rate and is subject to scheduling availability. The diagnostic service fee will be waived only if warranty work is performed. No warranty work will be performed if the Customer's account is past due. Warranty repair service will not extend the original warranty period. Under no circumstances shall M.E. Flow Inc. be liable for any incidental or consequential damages related to or arising from the performance of the work.

ADDITIONAL TERMS AND CONDITIONS

- 1) Installation and Clean-Up of Sewer and/or Water excavation work; The sewer/Water service installation and repair will be done by using standard trenching and excavating methods. Company will backfill, tamp, rake, clean-up and seed excavated areas.
- 2) Exterior Work: If the services involve exterior work; Landscaping (trees, shrubs, turf, in direct area) Company will not reset, repair or replace landscaping and accepts no responsibility for damage to landscaping. Hardscaping (walkways, patios, steps, driveways, fencing, etc): Company is not responsible for damages or replacement of same nor will patch exterior concrete, asphalt or other hardscape improvements damaged by the services unless patching is expressly included in the contract: If patching is expressly included, matching of textures and colors is not guaranteed and company is not responsible for replacing entire sections as defined by the existing seams or joints.
- 3) Soil and underground obstacles. Company will backfill excavation and tamp with removed soil but is not responsible for soil settlement. Company shall leave excess soil. Services do not include installation of extra soil. If Company encounters buried obstacles (e.g. solid rock, shale, tree stumps, debris, subsurface springs, etc.) Company is not responsible for the removal of the obstacles or significant relocation of the services from the planned area of installation. Company will remove obstacles or relocate services after execution of a change order specifying the additional service and cost to client.
- 4) Demarcations of holes and trenches. Company will demarcate exterior work areas with caution tape to deter accidental entry. However, at all times during which company personnel are not working the client alone shall be responsible for ensuring that the work area is secured and protected from entry.
- 5) Utility lines and other buried property. The client shall mark and notify the company of the location of all private utilities, underground pipes, wiring, drainage systems and other buried properties that Miss Utility is not responsible for marking. Company will not be responsible for private utility lines, pipes cables, structures, drainage systems and other buried properties not marked by their exact location by the client prior to installation. All repairs of unmarked lines shall be at the client's expense. Should M.E.Flow encounter debris, buried property or rock which may prohibit the proper installation, it reserves the right to renegotiate the contract price. M.E.Flow will notify Miss Utility (if required by this job) to mark all registered underground utilities. M.E.Flow will only begin underground work after clearance has been received from Miss Utility.
- 6) Limited Warranty. Company warrants the services against labor and material defect for the term of one year unless specified otherwise. If the client makes a claim in writing during the applicable term of warranty, Company at company's option, will (a) repair the defect, or (b) refund the portion of client's payments attributable to specific portion of services in question. Company will determine which option to choose. Client shall bear sole responsibility for misuse, damage, soil settlement, structural movement, acts of God and wear and tear (ordinary or otherwise).
- 7) Property lines. The client is responsible for the proper marking of property lines. All property lines must be properly staked and visible prior to installation. Any additional work needed to remove and repair lines and equipment due to improperly marked lines shall be at the additional expense of the client at additional costs.
- 8) Liens. If the client is the owner of the property on which the work is performed, M.E.Flow shall have the right to perfect a lien on such property in the same manner specified for a mechanic's lien under the laws of the Commonwealth of Virginia. Should the Client not pay the company in a timely manner for work properly completed.
- 9) Best Efforts. M.E.Flow agrees that it will endeavor at all times to faithfully, industriously, and to the best of its ability, experience, and talents, perform all of the duties that are required of it pursuant to the express and implicit terms of this agreement. If a situation arises where the described method of work (pipe bursting, directional boring etc.) is not possible, M.E.Flow reserves the right to install pipe using any combination of trenchless and/or conventional methods.
- 10) Waiver. No waiver or modification of the agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith and no evidence of any waiver or modification shall be offered or received in evidence of any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this agreement.
- 11) Severability, all agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any court of competent jurisdiction, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.
- 12) Applicable Law. This agreement shall be interpreted in accordance with the laws of the Commonwealth of Virginia.
- 13) General Conditions. The services do not include cleaning testing for abatement, removal or disposal of any type of hazardous material. Company is not responsible for additional labor, materials, or other work necessitated by performance of the services, including but not limited to upgrade required by code or regulation, tile patching or replacement, or floor/wall/ ceiling patching or replacement in direct work area. Non- Plumbing repairs and any plumbing or other labor, material or other services beyond those specific on the proposal are solely the responsibility of the client.
- 14) Specifications. Any alteration or deviation from the specifications will be performed upon written addendum to this agreement. If the alteration or deviation involves extra costs for materials and labor, the extra work shall be performed by M.E.Flow at the additional expense agreed upon prior to work beginning.
- 15) Entire agreement. This is the entire agreement and understanding between the parties hereto and there are no other agreements or covenants between the parties not contained herein.



Mr Appliance of Northern Virginia

2820 Dorr Avenue, Suite 220B

Fairfax, Virginia 22031

(703) 272-4100

nova.support@mrappliance.com

www.mrappliance.com

Billing Address:
Bosch, Bosch
1901 Main St. #600
Irvine, California 92614

Invoice #: 5505502

Invoice Date: 03/02/2021

Completed: 03/02/2021

Technician: Joshua

Job Address:
Friedman, Paul
3324 Valley Drive
Alexandria, Virginia 22302
(703) 585-7626

Auth #: File No 2445835

PO #: 5932507

Model #: SHPM65W52N/10

Serial #: FD98040023

Trouble Reported

(COVID-19 SAFE) BOSCH DISHWASHER - unit doesn't display anything, purchased July 2018 - BOSCH IS COVERING DIAGNOSIS ONLY AT THIS TIME, ELECTRICAL PARTS ARE UNDER A 5 YEAR MF WARRANTY ** PROVIDE CUSTOMER WITH ESTIMATE

Diagnosis / Work Performed

Checked the power cord and checked voltage, voltage was 125 volts. Went to check the board and I could smell a strong order of mouse/ rat fences and urine. The wires at the board has been chewed. Multiple cut or broken wires, contaminated valve, board, motor.

The rodent problem will have to fixed first. Next would be a complete decontamination of dishwasher before it can be diagnose further. Customer chose to get a new dishwasher due to cost and safety/ health.

Task #	Description
OO82090	(Manufacture Warr) BSH/THERM/GAG Flat Rate



I approve the repair and agree to its terms. I acknowledge that the franchise is independently owned, operated and is not an agent of Mr. Appliance LLC.

Work Authorization Signature Date: 03/02/21

Remote Completion

Completion / Payment Signature Date: 03/02/21

Recommended Tasks

Amount

Recommendations

Need to get rid of rodent problem first. Afterwards resident will need at least the harness. The wires have been chewed and cut from rat(s).

WE APPRECIATE YOUR BUSINESS



Mr. Appliance® is part of Neighborly®, a community of home service experts.
Check out how Neighborly® can help with your home needs at [Neighborly.com](https://neighborly.com).

- ✓ Appliance Repair
- ✓ Carpet Cleaning
- ✓ Holiday Lighting
- ✓ House Cleaning
- ✓ Electrical
- ✓ Fire & Water Damage
- ✓ Glass Repair & Installation
- ✓ Handyman Services
- ✓ Heating & AC
- ✓ Indoor Air Quality
- ✓ Landscaping & Lawn Care
- ✓ Painting
- ✓ Plumbing
- ✓ Home Improvement
- ✓ Window Cleaning
- ✓ Mosquito Control
- ✓ Power Washing

[Visit neighborly.com today!](https://neighborly.com)



www.mrappliance.com

Mr Appliance of Northern Virginia

2820 Dorr Avenue, Suite 220B

Fairfax, Virginia 22031

(703) 272-4100

nova.support@mrappliance.com

Billing Address:
Friedman, Paul
3324 Valley Drive
Alexandria, Virginia 22302

Job Address:
Friedman, Paul
3324 Valley Drive
Alexandria, Virginia 22302
(703) 585-7626

Invoice #: 5613102
Invoice Date: 04/15/2021
Completed:
Technician: Joshua
Auth #:
PO #:
Model #: SHPM65W52N/10
Serial #: FD98040023

Trouble Reported

BOSCH DISHWASHER - unit doesn't display anything, purchased July 2018 *** Tech must contact Alonzo Alexander with a quote, 703-498-0267

Diagnosis / Work Performed

Checked the dishwasher and there is still mouse waste underneath the dishwasher.

- *The harness has been chewed and needs to be replaced.
- *The power module has been damaged by waste and needs to be replaced.
- * The power cord has burn marks on the cord and needs replacement.
- * The valve, drain and heat pump also has ruin and waste deposits on them and needs replacement as well.

Requires 2 1/2- 3 1/2 hours of work to do repair job.

Task #	Description	Amount
GG46920	Miscellaneous Major Repair or Replace	\$1139.52
Part #	Description	Qty
12016885	POWER MODULE PROGRAMMED	1.00
12014146	CABLE HARNESS	1.00
11031987	POWER CORD	1.00
00628334	VALVE ACCESS	1.00
00631200	PUMP-DRAIN	1.00
12008381	HEAT PUMP	1.00



I approve the repair and agree to its terms. I acknowledge that the franchise is independently owned, operated and is not an agent of Mr. Appliance LLC.

Sub-Total \$1,139.52

Sales-Tax \$28.84

Total Due \$1,168.36

Prepayment

Today's Payment \$0.00

Payment Type

Credits \$0.00

Balance Due \$1,168.36

[Click here to pay now!](#)

Recommended Tasks

Amount

Recommendations

Need to replace the control board, harness, power cord, valve, drain and heat pump.

The dishwasher needs to be cleaned underneath as well.

WE APPRECIATE YOUR BUSINESS



Mr. Appliance® is part of Neighborly®, a community of home service experts.
Check out how Neighborly® can help with your home needs at Neighborly.com.

- ✓ Appliance Repair
- ✓ Electrical
- ✓ Heating & AC
- ✓ Plumbing
- ✓ Power Washing

- ✓ Carpet Cleaning
- ✓ Fire & Water Damage
- ✓ Indoor Air Quality
- ✓ Home Improvement

- ✓ Holiday Lighting
- ✓ Glass Repair & Installation
- ✓ Landscaping & Lawn Care
- ✓ Window Cleaning

- ✓ House Cleaning
- ✓ Handyman Services
- ✓ Painting
- ✓ Mosquito Control

[Visit neighborly.com today!](#)

Stimulus Specials \$1499 or Less →

Bray & Scarff
APPLIANCE & KITCHEN SPECIALISTS

You are shopping the Alexandria, VA. Click here for store hours →



My Store: **Alexandria, VA**

Google
4.5

Track Your Delivery

Check Your Order Status

Appliance Repair

Contact Us
Store Finder

Bray & Scarff
APPLIANCE & KITCHEN SPECIALISTS

Search



Appliances

Remodeling

Gallery

About Us

Promotions

Have a question? Text
an in-store Appliance
Specialist here.

Stores Are Open By Appointment Only →

Shopping Cart (1)

Clear Cart

Your unique shopping cart reference : 161892468071132

Bosch 500 Series Dishwasher 24" White
SHPM65Z52N

Model# SHPM65Z52N

\$999.00 | **Qty:**

- 1 +

[Remove Item](#)

Service Plan Options

- ☐ 5 years from date of purchase w/ \$39 deductible: 1/2 credit back option.
\$129.95 ?
- ☐ 5 years from date of purchase: with 100% credit back option.
\$199.95 ?
- ☒ Standard Manufacturer Warranty

Accessories

- ☒ Basic Dishwasher Installation for Bosch SHPM65Z52N
\$189.95
- ☒ Removal/Recycling of Old Unit for Bosch SHPM65Z52N
\$19.95
- ☒ Junction Box Kit- BOSCH DISHWASHERS ONLY for Bosch SHPM65Z52N
\$20.00

Order Summary

Bosch 500 Series Di...	\$999.00
Qty: 1	
Basic Dishwasher I...	\$189.95
Qty: 1	
Removal/Recycling...	\$19.95
Qty: 1	
Junction Box Kit- B...	\$20.00
Qty: 1	

Subtotal	\$1228.90
Delivery	\$49.95
Tax	\$61.14
Total	\$1339.99

Free Delivery on select items over \$499 w/ Rebate!*

[*Download form for details.](#)

Add Promotional Code

Promo Code

Delivery Options

- ☒ Delivery to 22302
- [Change Zip](#)

START SECURE CHECKOUT

Continue Shopping



Need help? 1-800-570-3355

Sign in

Order Status

3



Washers & Dryers



Refrigerators



Cooktops



Dishwashers



Outdoor Kitchens



Air Conditioners



Sinks & Faucets



Smart Appliances



Package Brand



Sale & Clearance

NEED APPLIANCES NOW?



1,000's of appliances

+ Free Nationwide Delivery on Most Appliances

Builder & Trade Program >



Bosch 300 24 Inch Full Console Tall-Tub Dishwasher

SHEM63W52N

\$819.00 ~~\$899.00~~

1

\$819.00

[Remove](#) | [Save for later](#)



Protect Your Investment — Extended Protection Plans

\$0.00

(Declined)

AJ Madison offers extended protection plans that cover parts and labor for appliances, long after the manufacturer warranty expires.



Decline protection



3 Year Plan (\$89.99)



5 Year Plan—50% Cash Back (\$179.00)

REQUIRED PARTS



Dishwasher Installation Kit with Power Cord

#DWKITBOX

\$31.99

1

\$31.99

[Remove](#)



Junction Box Power Cord Kit - Required for Hardwired Installation

#SMZPCJB1UC

\$29.00

1

\$29.00

[Remove](#)

SERVICES



Haul Away My Old Appliance (Must be disconnected by owner if install not purchased)

#SERV_HAUL_APPL

\$35.00

1

\$35.00

Remove



Dishwasher Install (Connection to Existing Water Line Only; No modifications, DOES NOT INCLUDE INSTALLATION OF PANELS)

#SERV_INST_DISH

\$200.00

1

\$200.00

Remove

Deliver to

Alexandria, VA 22302 ([Edit](#))

Order Summary

Cart subtotal	\$1,114.99
Standard Delivery Change	FREE
Estimated tax	\$52.80
Add promo code	

Total	\$1,167.79
	As low as \$73/mo or 0% APR

CHECKOUT