

# Building 919 Patio Repair Resolution Worksheet

Date: December 18, 2024

## Suggested Motion:

“I move to approve \_\_\_\_\_ to complete the Patio Repairs at Building 919 in the amount of \_\_\_\_\_ with funds to come from GL 9901, Reserve Expenditures.”

2<sup>nd</sup>:

## Vote:

	In Favor	Opposed	Abstained	Absent
Scott Buchanan				
Dave Bush				
Caitlin Counihan				
Elaine Lawler				
Jeff Lisanick				
Amanda Mullan				
Scott Mulrooney				
Mike Rothenberg				
Jim Wicker				



2277 Research Boulevard, Suite 275  
Rockville, MD 20850  
202.510.9366

September 10, 2024

Francisco Foschi, CMCA, AMS, PCAM  
General Manager  
Parkfairfax Condominium Unit Owners Association  
33690 Gunston Road  
Alexandria, VA 22302

Re: *Letter Summary for Building 919 Foundation Wall Assessment  
Parkfairfax Condominium  
1656 – 1670 Fitzgerald Lane (Building 919)  
Alexandria, VA 22303  
Walker Consultants Project #22-001530.00*

Dear Mr. Foschi:

At the request of Parkfairfax Condominium, (the Condominium) Walker Consultants (Walker) performed a visual assessment of the visually and physically acceptable (Walker) portions of the foundation walls below Unit 1670 of Building 919 (the subject building). Walker was asked to perform this assessment due to reported differential movement of the patio (see Photo #4 in Appendix B) of Unit 1670 that is located at the rear elevation of the subject building.

Appendix A of this report contains a schematic plan that shows our findings from our survey work within the crawl space below Unit 1670 of the subject building. Appendix B of this report contains photo documentation of certain conditions observed during our field work.

## Observations

On Thursday, June 13, 2024, Walker was on site at 1670 Fitzgerald Lane to observe the rear foundation wall from the crawl space.

From the ground level along the rear elevation, Walker observed that the downspout adjacent to the patio door entrance of Unit 1670 discharges below grade. Walker could not locate the discharge end of the below grade downspout line.

Upon entering the crawl space at the rear of Building 919, Walker observed sections/areas of the concrete foundation wall were previously cut out and filled with an infill material (CMU blocks) at three locations. At the rear elevation (Refer to Photo #1 in Appendix B) the CMU blocks are not adequate for the opening. There is also visible backfill from outside the building entering the opening in the foundation wall and into the crawl space. Along the side elevation, (Refer to Photos 2 and 3 in Appendix B) penetrations have been created for conduit and piping. The penetration shown in Photo #3 of Appendix B has been filled with miscellaneous materials.

## Conclusions and Recommendations

Based on our observations from our June 13, 2024, site visit as well as our historical understanding regarding soil that the patios and buildings are supported by, it is our opinion that:

1. The patio for Unit 1670 is experiencing differential movement due to moisture from the downspout being discharged into the ground at/adjacent to the patio.
2. The infills within the concrete foundation walls are inadequate to help support the loads from the soil acting on the foundation walls and are also allowing moisture to enter into the crawlspace. Since Walker could not locate the discharge end of the below grade downspout line, there is the possibility the downspout is providing a source of moisture that enters the crawlspace through the inadequate infills in addition to the moisture within the soil adjacent to the foundation walls.

Walker recommends the following conceptual recommendations:

1. Excavate along the rear and side elevations of Unit 1670 to expose the foundation walls and footings.
2. Perform concrete infill repairs at the three locations where the CMU was installed.
3. Install a steel lintel at the elevated repair location on the foundation wall along the side elevation of unit 1670.
4. Install a cementitious parge coating, cold-applied waterproofing, and drainage board with filter fabric.
5. Install a foundation drain to help drain water away from the existing foundations. The foundation drain should include provisions for cleaning the lines and future maintenance as well as venting.
6. Remove and replace the below grade drain lines for the downspouts.
7. Where possible, regrade the site adjacent to the elevations to promote positive slope away from the building. This may require removal of existing greenscape (trees, shrubs, and/or plants) that are located at/adjacent to the subject elevations.

In order to perform the repair work outlined above, the patio for Unit --- will have to be fully removed for the work to be performed. By removing the entire patio, the entire area of soil that the patio will bear on can be backfilled and compacted per Walker's construction documents.

Please note that prior to the Condominium requesting Walker prepare this summary letter, we were asked to prepare construction documents for the conceptual recommendations outlined above. Our construction documents (dated July 15, 2024) were forwarded to the Condominium, and it is our understanding that they have obtained pricing for their review for the proposed work.

This summary letter is not intended for construction purposes.



Francisco Foschi, CMCA, AMS, PCAM  
Parkfairfax Condominium – Building 919  
Foundation Wall Assessment  
September 10, 2024

Please feel free to contact us if there are any questions or comments regarding the information presented in this summary letter.

Sincerely,

**WALKER CONSULTANTS**

A handwritten signature in blue ink that reads "Joseph W. Wilcher III".

Joseph W. Wilcher III, PE  
Director – Building Envelope, Forensics & Restoration

A handwritten signature in blue ink that reads "Steven Miller".

Steven Miller  
Restoration Engineer

Enclosures      Limitations  
Appendix A: Schematic Foundation Plan  
Appendix B: Photographs

## Limitations

This summary letter contains the professional opinions of Walker Consultants based on the conditions observed as of the date of our site visit and documents made available to us by Parkfairfax (Client). This summary letter is believed to be accurate within the limitations of the stated methods for obtaining information.

It should be noted that our recommendations are conceptual in nature and do not represent changes to the original design intent of the structure. As a result, this summary letter does not provide specific repair details or methods, construction contract documents, material specifications, or details to develop the construction cost from a contractor.

Based on the agreed scope of services, the assessment was based on certain assumptions made on the existing conditions. Some of these assumptions cannot be verified without expanding the scope of services or performing more invasive procedures on the structure. More detailed and invasive testing may be provided by Walker Consultants as an additional service upon written request from Client.

The recommended repair concepts outlined represents current generally accepted technology. This summary does not provide any kind of guarantee or warranty on our findings and recommendations. Our assessment was based on and limited to the agreed scope of work. We do not intend to suggest or imply that our observation has discovered or disclosed latent conditions or has considered all possible improvement or repair concepts.

A review of the facility for Building Code compliance and compliance with the Americans with Disabilities Act (ADA) requirements was not part of the scope of this project. However, it should be noted that whenever significant repair, rehabilitation or restoration is undertaken in an existing structure, ADA design requirements may become applicable if there are currently unmet ADA requirements.

Similarly, we have not reviewed or evaluated the presence of, or the subsequent mitigation of, hazardous materials including, but not limited to, asbestos and PCB.

This summary letter was created for the use of Client and may not be assigned without written consent from Walker Consultants. Use of this report by others is at their own risk. Failure to make repairs recommended in this report in a timely manner using appropriate measures for safety of workers and persons using the facility could increase the risks to users of the facility. Client assumes all liability for personal injury and property damage caused by current conditions in the facility or by construction, means, methods and safety measures implemented during facility repairs. Client shall indemnify or hold Walker Consultants harmless from liability and expense including reasonable attorney's fees, incurred by Walker Consultants as a result of Client's failure to implement repairs or to conduct repairs in a safe and prudent manner.



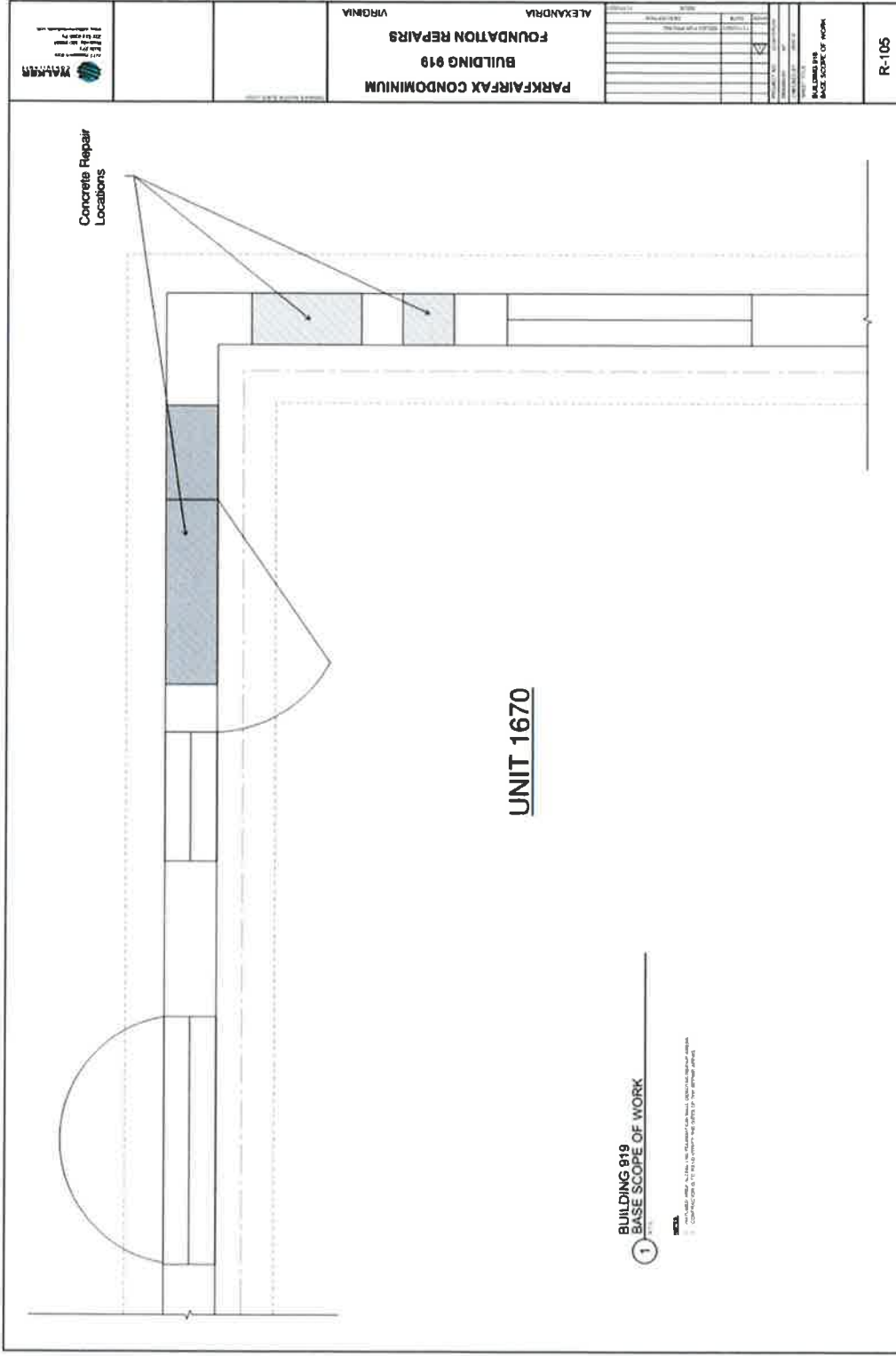
# A

## Appendix

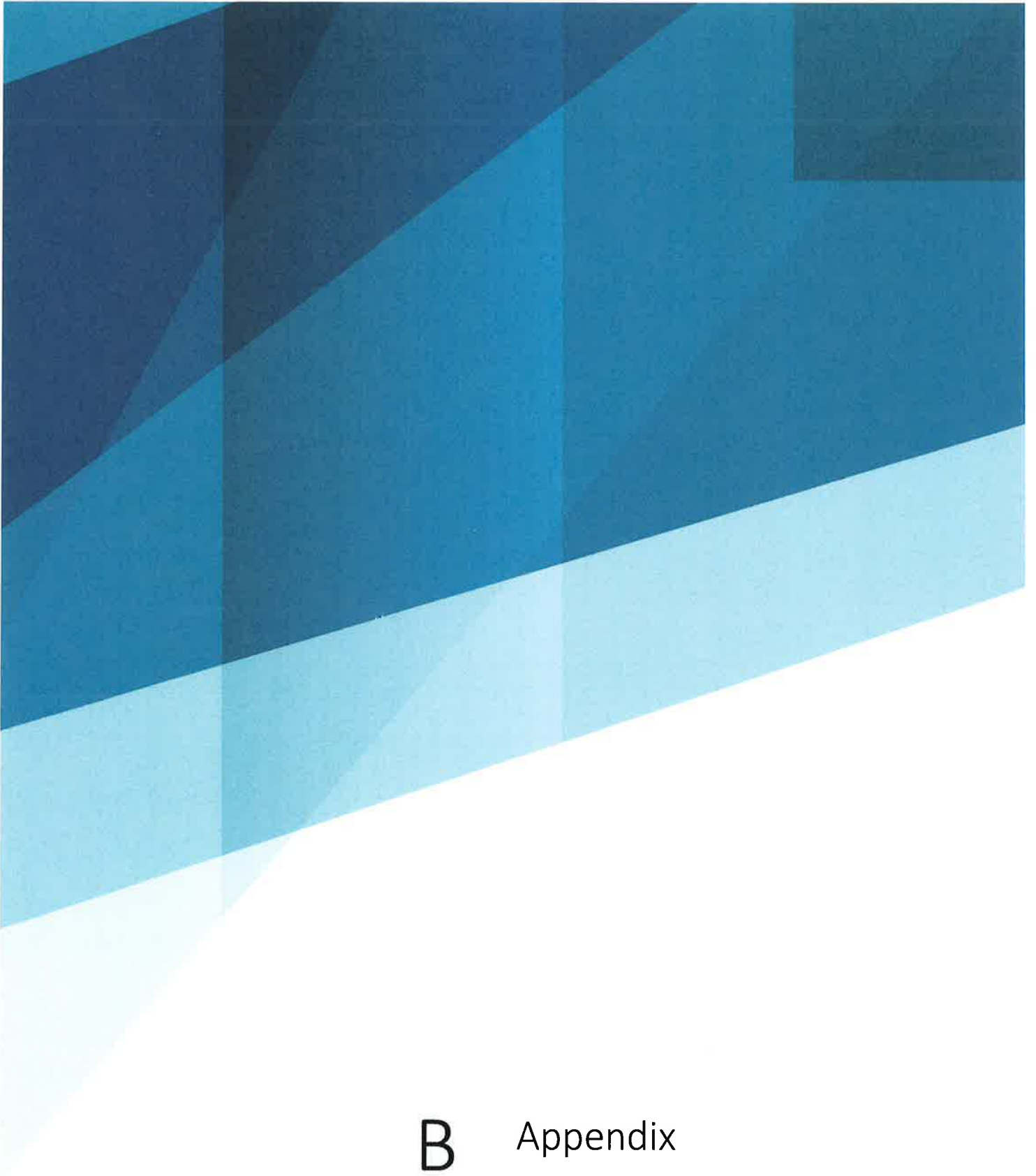
### Schematic Foundation Plan



2277 Research Boulevard, Suite 275  
 Rockville, MD 20850  
 202.510.9366



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# B Appendix

Photographs





Photo 1. Demolished foundation wall at the rear of Unit 1670's foundation wall.



Photo 2. CMU infill at the side elevation of Unit 1670.

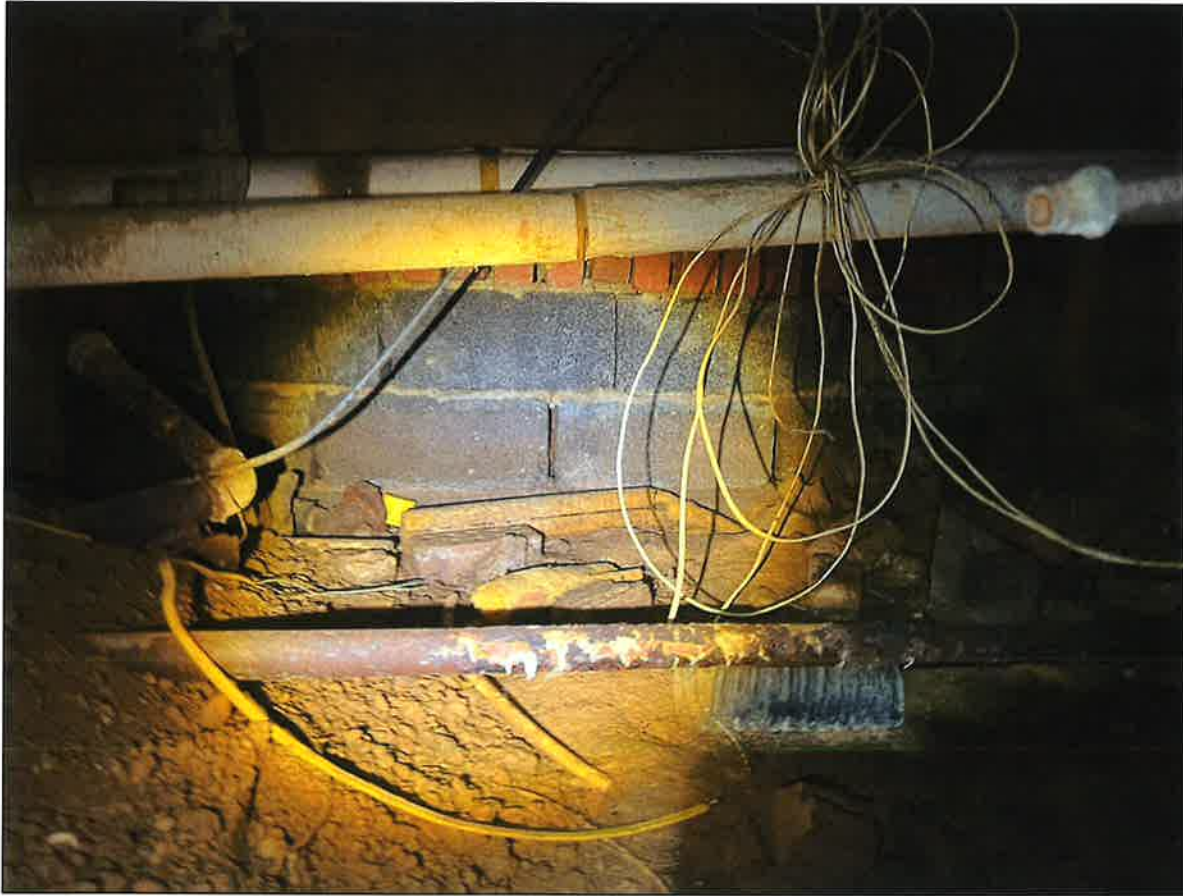


Photo 3. Opening in the side elevation foundation wall.





Photo 4. Rear porch of Unit 1670 sinking towards the building.



# PARKFAIRFAX CONDOMINIUM BUILDING 919 FOUNDATION REPAIRS

1668 FITZGERALD LANE (BUILDING 919)  
ALEXANDRIA, VA 22302



**WALKER  
CONSULTANTS**

2277 Research Blvd  
Suite 275  
Rockville, MD 20850  
202.510.9366 Ph  
www.walkerconsultants.com

WALKER CONSULTANTS  
PROJECT NO. 22-001570.00

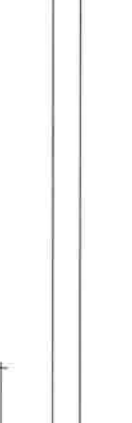
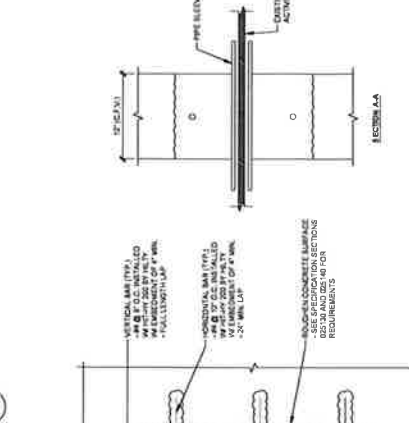
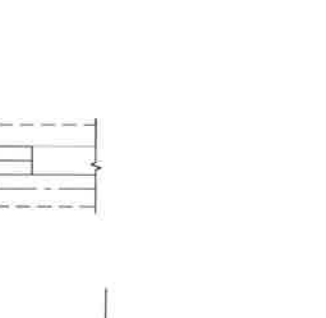
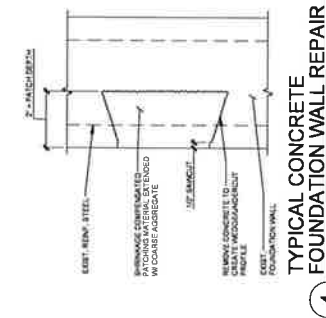
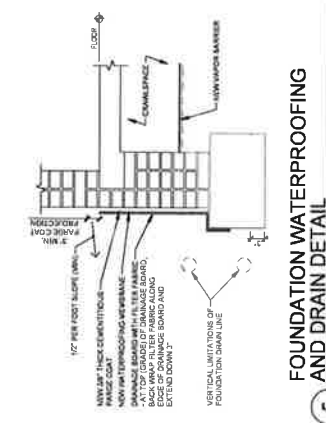
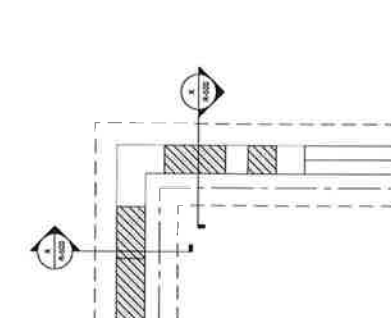
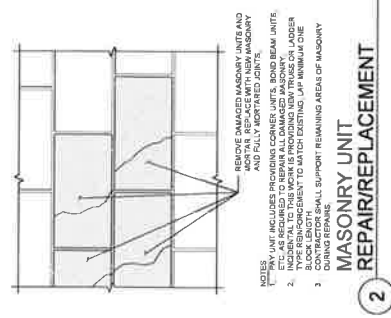
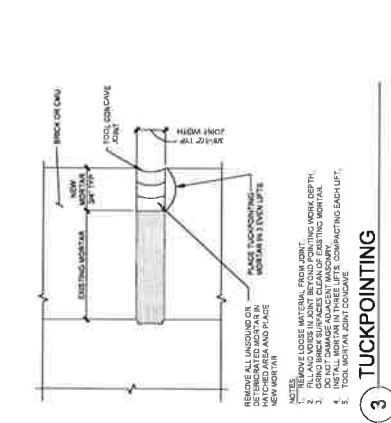
## DRAWING INDEX

R-000	COVER SHEET
R-001	GENERAL NOTES
R-500	PARTIAL FOUNDATION PLAN AND FOUNDATION REPAIRS



LOCATION MAP

PROJECT NO.	220117010
DRAWN BY	AP
CHECKED BY	JMB
SHEET TITLE	FOUNDATION REPAIRS AND FOUNDATION DRAINAGE
DATE	
REVISION	REVISION FOR RECORD
ISSUE	
DATE	









# Avon Corporation

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Date: 7/19/2024

Park Fairfax  
3360 Gunston Road  
Alexandria, Virginia 22302

Re: Proposal

Dear, Mr. Steven Miller

For your review, I am submitting the following Proposal for foundation and waterproofing repairs at **Park Fairfax Building #919 Foundation Repairs**. The proposal is based on performing the work in accordance with the Scope of Work provided by Walker Consultants noted herein.

## SCOPE OF WORK

Mobilize crew to site.

Excavate foundation wall.

Demo failed section of wall.

Furnish and install new reinforced concrete inside of foundation wall.

Furnish and install new waterproofing detail.

Reinstall foundation drain.

Restore work area.

Proposal Amount: \$71,950.00

## Clarifications and Exclusions

- Schedule for completion of work is anticipated at 40 to 45 working days, exclusive of inclement weather.
- Contractor shall notify Miss Utility for marking of existing utilities prior to commencement of work. Location of all other utilities not marked by Miss Utility to be located by others. Relocation or removal of utilities or other sub-surface improvements is excluded.
- Costs for acquiring permits are NOT included in this proposal.

S I T E   A N D  
G E N E R A L  
C O N S T R U C T I O N

5621 Vine Street • Alexandria, VA 22310 • 703-978-8300  
Class A #2701-033195

Mr. Steven Miller

Date: 7/19/2024

Page Two

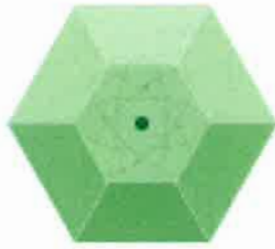
- Costs for shop drawings and engineering are NOT included in this proposal.
- Costs for third party inspections, testing, surveying, or soil borings are NOT included in proposal.
- Avon Corporation is a Virginia Class A contractor (2701-033195)  
State of Maryland (15449832)  
Maryland Home Improvement License (124039)  
District of Columbia (410517000107)  
State of Delaware (2000106911)
  - The contract may be terminated by either party and agreed to by both parties. Contractor shall be paid in full for work performed prior to termination.
- Changes in the scope of work must be agreed by both parties and signed by a written Change Order.
- Payment terms are net 30 days upon approved pay application with 5 percent retention.

Sincerely,

AVON CORPORATION



Michael T. Avon  
President



**ENVIROTECH CHEM. INC.**  
6300 Stevenson Ave Ste F  
VA  
+1 7033701617  
joematar@envirotechchem.com

## Proposal

### ADDRESS

Youssef (Joe) S Matar  
ParkFairfax Condominiums  
3360 Gunston Rd  
Alexandria, VA 22302  
United States

**PROPOSAL # 3360/Foundations**

**DATE 08/08/2024**

DESCRIPTION	QTY	RATE	CHARGE
<b>CONSTRUCTION</b> Partial foundation repair based on plans from Walker Consultants, labeled Parkfairfax Condouminium Building 919 Foundation Repairs, 1668 Fitzgerald Lane, Alexandria, VA 22302. Project No. 22-001570.00 (Index - R-000, R-001, R-500)	1	49,877.50	49,877.50
<p>We will provide material and labor to execute and follow listed plans. Excavation, backfill, pavers, foundation waterproofing and drainage will be priced as an "all inclusive" quote. Items listed in the plans under R-500-2 Masonry unit repairs/replacement, R-500-3 Tuckpointing, R-500-4 Typical Concrete Foundation Wall Repair and R-500-8 Foundation Wall Infill Repair will be quoted as estimated cost for labor and materials. ( It might carry additional cost due to unseen items.)</p> <p>SOW: 1668 Fitzgerald Ln</p> <ol style="list-style-type: none"><li>1). Barricade rear exit and mask windows to prevent use of the door and protect glass during construction.</li><li>2). Remove the existing pavers and salvage for reinstallation (approximately 540sf). NOTE - there are currently some missing and damaged pavers near the rear entrance, approximately 12sf.* Manually excavate approximately 12lf at 4'W x 6'D on the rear outside corner of 1668 Fitzgerald Ln</li><li>3). Install protective system (shoring) after excavating with egress.</li><li>4). Assess masonry units along with foundation wall to report to Walker Consultants/Parkfairfax to determine a scope of work for permanent repairs based on the plans.</li></ol>			

DESCRIPTION	QTY	RATE	CHARGE
5). Trench from outside downspout drainage to the existing storm drain infrastructure. Install new downspout drainage connection with clean-out and directional fittings per plans. Install new non-perforated schedule 40 pipe and tie into the existing drain infrastructure per plans.			
6). After masonry repairs, tuckpointing and foundation repairs are performed, we will install new foundation waterproofing per plans with drain detail.			
7). Remove protective system to backfill and properly compact to grade.			
8). Install new crushed stone base for pavers.			
9). Reinstall the existing pavers and replace approximately 12sf with new to match.			
10). Remove all masking equipment, tools and project related debris away from the site.			

We are looking forward to working with you.

TOTAL

**\$49,877.50**

Accepted By

Accepted Date



**CONTRACTING SPECIALISTS**  
DC, LLC

**CS Proposal No. 2024-138**

September 13, 2024

Mr. Francisco Foschi  
General Manager  
Parkfairfax Condominium  
3360 Gunston Road  
Alexandria, VA 22302

**RE: Parkfairfax Condominium - Building 919 Foundation Repair  
1656-1670 Fitzgerald Lane, Building 919  
Alexandria, VA 22303**

Dear Mr. Foschi,

Per your request, Contracting Specialists (**CS**) is pleased to submit the following proposal to perform the scope of work as described below.

**SCOPE:**

1. Mobilize all manpower, tools & equipment to the jobsite.
2. Remove and salvage up to 45 SF of existing patio pavers.
3. Excavate up to 220 CF of soil and salvage for backfill following repairs.
4. Prepare up to 80 SF of foundation wall area and apply parge coat.
5. Apply up to 80 SF of waterproofing on foundation wall.
6. Demolish, dispose of up to 50 SF of existing CMU. Then we will install reinforcing steel dowel into the existing foundation, form and pour back wall with a 5,000 psi bag mix.
7. Install 1 EA new drain clean out and connect to existing drainage line through the patio and a paint pipe to match existing brick in color.

Note: All work is to be completed per the Terms and Conditions as listed below. Excavation and replacement of drainage line under the patio pavers to the drainage basin is excluded as requested during site visit.



## CONTRACTING SPECIALISTS

INC.

### PRICING:

CS proposes to perform the scope of work as listed above for the total price of:

**Total Lump Sum Price**

**\$ 39,445.14**

Note: Pricing is valid until October 31, 2024. Pricing assumes all work items will be performed concurrently under one (1) contract agreement, utilizing one (1) mobilization. Pricing is subject to change upon clarification of repair details.

### SCHEDULE:

CS estimates that this scope of work will last fifteen (15) working days. Please contact Mr. Ville Vainio at (301) 513-5226 to schedule work.

### PAYMENT TERMS:

Payment shall be made within thirty (30) days of the invoice or requisition date. Penalties and late charges shall be assessed at 1.5% of the outstanding balance per month. Following completion of CS's scope of work, retainage shall not be held beyond a period of sixty (60) calendar days.

### TERMS & CONDITIONS:

#### Working Conditions

- Daily Work Hours 7:30am-4:00pm
- Standard, Day Work Shift Monday-Friday
- Open Shop Labor
- Premium time & Night Rates are not included in pricing

#### Work Item Clarifications

- CS excludes all work items not specified in quote above.
- Unobstructed access to work area.
- Proposal assumes adequate electric (110V & 220V, 30 amp, single phase), temporary toilet & water supply to be provided onsite by others.
- Any masonry repairs at stair towers or adjacent garage are excluded.
- Laydown area is required to be provided by others and cost for laydown area rental are excluded.
- Façade cleaning is excluded.
- Replacement of roof deck structure or vertical supports are excluded.
- Concrete slab repairs are excluded.
- Repairs to footing, stabilization and/or jacking are excluded.
- Repair and/or replacement of steel framing/members are excluded.
- Removal and/or replacement of insulation is excluded.
- Removal and/or relocation of surface mounted appurtenances such as conduit, MEP, lighting to be done by others.
- Reconstruction/repair of back up wall, flashings and/or panels are excluded.
- Interior repairs of any kind are excluded.



## CONTRACTING SPECIALISTS

DC, LLC

- Third party testing is excluded.
- Repair, painting and/or replacement of windows/ fenestrations are excluded.
- Parking area for construction vehicles to be provided.
- Relocation of site vehicles in work area must be performed by others and is excluded from pricing.
- Relocation and/or temporary storage of furniture at terrace or roof level are excluded and to be performed by others prior to mobilization.
- Demolition and/or replacement of asphalt, slab on grade is excluded.
- Staging, storage & office area to be provided by others.
- Engineering design/evaluation is not included.
- Abatement work of any kind such as removal of sealants is not included.
- Landscaping repairs are not included.
- All work will be performed during regular work hours unless otherwise specified. Overtime/weekend work can be performed at an additional cost.
- **CS** will complete all work in a workman-like manner in accordance with industry standards.
- We exclude all work associated with hazardous/contaminated materials and conditions.
- We exclude all costs associated with winter/inclement weather conditions.
- We exclude all bonds, permits, and special insurances, however, these can be provided for an additional cost.
- Proposal includes one mobilization and assumes clear un-impeded access to all work areas for the full duration of our work.
- **CS** will not be responsible for embedded utilities unless clearly marked on drawings or details provided prior to commencement of work.
- Proposal assumes a suitable and adequate location for dumpsters, storage trailers, staging area, and parking area for work vehicles will be provided on site.



**CONTRACTING SPECIALISTS**  
DC 310

By signing this proposal, the client hereby agrees that this is a binding contract based on the terms & conditions above.

CLIENT ACCEPTANCE

CS

BY: _____	BY: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

We thank you for the opportunity to provide this proposal. Should you have any questions or require additional information, please do not hesitate to call me at (301)513-5226.

Respectfully,

Contracting Specialists

Ville Vainio  
Branch Manager

CC: CS Proposal File 2024-138





# Estimate

## Lux Foundation Solutions

Mailing: PO Box 158 White Post VA 22663  
 Lic. # : VA Class A 2705161461  
 General Builder WV060853  
 services@luxcando.com  
 (540) 868-6811

**Estimate #** 534QOM-1

**Date** Wed Aug 21 2024

**Estimate Total** 19989.24

### Prepared For:

Alonzo Alexander  
 1668 Fitzgerald Ln  
 Alexandria, Virginia 22302  
 (703) 578-3427  
 aalexander@parkfairfax.org

### Service Location:

Alonzo Alexander  
 1668 Fitzgerald Ln  
 Alexandria, Virginia 22302  
 (703) 578-3427  
 aalexander@parkfairfax.org

### Notes:

### Description



#### Retro - Footing Install

Lux will install a retro-installed new footing in the indicated area. Footing will be installed per final engineering plans and specifications. We will use a rebar reinforcement and use a high-strength concrete blend. All forms, stakes, required materials, and labor are included.

\*\*New Footing comes with a limited five-year transferable warranty against material and workmanship defects. The warranty includes labor and materials to repair or replace any defects in the footing installed. The warranty does not cover abuse, tampering, or modifications to the footing from its original design. The warranty does not cover cosmetics such as drywall, paint, trim, and other unlisted. The warranty does not cover areas not treated by the installation.\*\*



### **Concrete Wall Retro Build**

Lux will install a retro installed block OR rebar reinforced concrete wall in the indicated area. . Will use a rebar reinforcement and use a high strength concrete blend.

**\*\*New Wall comes with a limited 5 year transferable warranty against material and workmanship defects. The warranty includes labor and material to repair or replace any defects in the footing installed. Warranty does not cover abuse, tampering or modifications to the footing from its original design. Warranty does not cover cosmetics such as drywall, paint, trim and an other unlisted. Warranty does not cover areas not treated. by the installation.\*\***

Lux to build a new concrete block ( cinderblock) wall as specified.

Before wall is constructed lux will ensure a solid footing. Footings should be a minimum of twice the width of the concrete block (i.e., a typical 8x8x16 block would require a 16-inch wide footing) and extend below the frost line.

Lux will check local and state building codes for construction requirements in your area

For load-bearing walls, tie rods should be set a minimum of 6 inches into the concrete footing before it is set. Rebar should be placed in every other masonry core to provide structural support. Design will be reviewed and finalized by engineering plans and specifications for project specific requirements.

Construction will be standard grey block, with standard grey type S mortar with standard strike mortar joints unless otherwise specified.

**\*\*Footing, waterproofing, drainage, damp roofing, excavation and backfill not covered in this section. \*\***

Walls come with a standard 5 year transferable warranty against material and workmanship defects. The warranty includes labor and material to repair or replace any defects in the piers. Warranty does not cover abuse, tampering or modifications to the wall from its original design. Warranty does not cover cosmetics such as drywall, paint, trim and an other unlisted. Warranty does not cover areas not treated. by the installation. \*



## **Structural design Engineering, Permitting and mobilization**

Lux will provide all engineering documentation and engineering plans. All permits and inspections will be obtained and completed by LUX.



### **Elastomeric Exterior Waterproofing Membrane**

Lux will prepare the approximately (80) Sqft foundation wall to apply an elastomeric membrane. The preparation involved thorough cleaning of the wall surface, removing any debris or contaminants, and ensuring the surface was dry and even.

A solid sheet of elastomeric membrane will then be applied to the wall to provide a durable and waterproof seal for the foundation wall.

Elastomeric membrane comes with a ten-year transferable warranty that provides coverage against any potential leakage through the foundation wall in the treated area, including labor and materials. It's important to note that this warranty solely applies to the areas treated by Lux and doesn't extend to any unlisted cosmetic finishes such as drywall, trim, paint, or other items. Lux does not warrant drainage system failure if not installed by Lux and is existing.



### **Repair downspout connection**

Make sure downspout is connected in work area when back filling.



### Repointing

Lux will chip and grind out mortar joints (as noted) for approximately in work area around downspout and repair. Broken bricks to be replaced

Color mortar will be matched as close as possible to original. Home owner agrees and understands; supply changes, age, weather and many other factors effect color and will not be exactly same and some variation will be present compared to original.

A 1 year material and workmanship warranty included in the treated area. Does not include abuse, tampering, natural wear and tear or any other item out of Lux control.



### Flag Stone - Re Install

LUX to compact soil and reinstall flag stone pavers. No warranty on patio work

Homeowner to provide sand for joints between flag stone - LUX will pay for the material.



### Draintile (New)

LUX to install draintile at footing of new wall, connected to existing



**ME- Excavation General Hand Dig**

HAND DIG. Lux will provide an excavation team and equipment to trench for approximately 16 linear feet of area. Once the excavation is complete, the work area will be prepared for repairs per the final engineering and manufacturing plans and specifications for other works mentioned in the proposal. The soil removed will be replaced and compacted after the installation is complete. A general site clean-up will also be carried out.

As a standard procedure, a raked-out finish with on-site materials or seed and straw will be installed unless specified as the final finish. All equipment, tools, and machines needed to excavate the area sufficient to install the products mentioned in the final plans and specifications are included.

	Sub total	\$19989.24
	Total	\$19989.24

**Terms and Conditions :**

Estimates are an approximation of charges to you, and they are based on the anticipated details of the work to be done. It is possible for unexpected complications to cause some deviation from the estimate. If additional parts or labor are required you will be contacted immediately.

By signing this document, the customer fully agrees to the services, terms, and conditions outlined in this document. The customer agrees to provide a 30% deposit at the time of acceptance of the proposal/estimate or work will not be scheduled and does not account for the established time frame. Unless otherwise specified, work will be started and completed within 1-120 days from the date of acceptance of the signed proposal and deposit. In the event of unforeseen conditions, including but not limited to acts of God, weather, events out of the Contractor’s control, delay by the Customer, war, material shortages, floods, fire, employee injury preventing the work being completed, Contractor shall not be held liable and a new time frame may be established. Delays due do not constitute abandonment and are not calculated in the time frames for payment or performance.

Final payment of all amounts is due immediately upon the Contractor’s completion of the services outlined in this contract (the “Due Date”). **Payment is due in full at the time of substantial completion of work, less 5% of the total contract value for any punch list items or final inspections remaining, balance is due upon final delivery items and deemed as the Due Date.** If payment in full is not made at Due Date, Customer shall be in default and Contractor shall have the right to engage any remedies available under Virginia law, including but not limited to the recording of a mechanic’s lien. In the event of default, Customer agrees to reimburse Contractor for all expenses of collection, including reasonable attorney fees and court costs, whether or not a lawsuit is filed, plus interest at the rate of 18% per annum until paid in full.

All work be conducted per local and county building regulations.

Any controversy or claim arising out of or relating to this contract, or the breach thereof shall be settled by arbitration administered by the American Arbitration Association under its standard Commercial Arbitration Rules. The number of arbitrators shall be three, and the laws of the Commonwealth of Virginia shall apply. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. If one party refuses to engage in the arbitration process by overt action or failure to respond, the other party

may treat this provision as waived and proceed to litigation.

Before the institution of any claim by Customer against Contractor related to the labor and/or materials described in this contract, including but not limited to a warranty claim (if applicable), litigation, or arbitration, Customer shall be required to give Contractor written notice via certified and regular mail of the substance of Customer's claim. Following receipt of such notice, the Contractor shall have a reasonable period of not less than 15 days and not more than 60 days to address the Customer's claim. For more information about licensing and transaction recovery funds visit [dpor.virginia.gov](http://dpor.virginia.gov) or call (804) 367-1559

**Any modification to this contract which changes the work to be performed, costs, or material usage must be made and signed by all parties. Estimated completion date changes can be made with verbal or written communications.**

This proposal may be withdrawn by the contractor 30 days from the indicated date on the proposal of issuance.

The contractor before digging will call "Miss Utility" to have all public underground utilities located. The customer is responsible for identifying and marking to the best of the Customer's knowledge any private lines such as cable lines, phone lines, propane or heating oil, sprinkler systems, or any other underground lines. The customer assumes all responsibility for damages due to the breakage of any hidden or unmarked utilities or utility lines.

**The customer has the right to cancel this transaction, without penalty or obligation, within three business days from the date of acceptance** by emailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business within three business days. For such cancellation to be effective, the Contractor must receive notice of cancellation before the close of business on the third business day following acceptance of this contract. Thereafter If Customer attempts to cancel this contract following the expiration of the cancellation period referenced above, **the deposit will be subject to forfeiture** based on work completed, materials ordered, lost time, and overhead work dedicated to the project.

The repairs proposed by the contractor may also treat all required, or customer requested known areas at the time, but there may be new or hidden items that require additional treatment or remedy outside the warranted areas in the future, especially if concealed hidden. It is the responsibility of the customer to notify the contractor of any such items so that appropriate action can be taken. The contractor will work with the customer to address any new or hidden items and determine the appropriate course of action if required in future.

**The contractor makes no warranties in workmanship or materials other than maybe specifically stated in this contract based on the type of work performed. Unless otherwise specified in the contract/ proposal, the contractor assumes no responsibility for other work such as finish work, drywall, painting, trim work, windows sticking, flooring, doors, caulking, or any other unlisted items. Many of these items may be required separately from the scope of work provided by LUX Foundation Solutions as part of any project.**

The contractor strongly recommends regular maintenance by the Customer of all components of the Contractor's work. Failure to ensure such maintenance may adversely impact Customer and shall lead to the voiding of any warranty that may exist for Contractor's work. LUX Foundation Solutions provides maintenance services as needed for an additional cost unless otherwise specified and not included in the proposal/ contract.

**Thank you for your business**