



Commission for Architectural Review Application for Certificate of Appropriateness

900 E. Broad Street, Room 510
Richmond, VA 23219 | (804)-646-6569
www.rva.gov/planning-development-review/commission-architectural-review



Property (location of work)

Address: 620 N. 25th St

Historic District: _____

Applicant Information ☒ Billing Contact

Name: Kwan Wongvian

Email: Kwan@coastalcontract.com

Phone: 804-919-4058

Company: Coastal Contracting

Mailing Address: 4908 S Dominion Blvd
Glen Allen, VA 23060

Applicant Type: ☐ Owner ☐ Agent ☐ Lessee

☐ Architect ☒ Contractor

Other (specify): _____

Owner Information ☐ Billing Contact

☐ Same as Applicant

Name: _____

Email: _____

Phone: _____

Company: _____

Mailing Address: _____

****Owner must sign at the bottom of this page****

Project Information

Project Type: ☒ Alteration ☐ Demolition ☐ New Construction (Conceptual Review Required)

Project Description (attach additional sheets if needed):

Replacing existing pine siding with James Hardie smooth (6" exposure),
7 1/4" Woodland Cream Color

Acknowledgement of Responsibility

Compliance: If granted, you agree to comply with all conditions of the certificate of appropriateness (COA). Revisions to approved work require staff review and may require a new application and approval from the Commission of Architectural Review (CAR). Failure to comply with the conditions of the COA may result in project delays or legal action. The COA is valid for one (1) year and may be extended for an additional year, upon written request and payment of associated fee.

Requirements: A complete application includes all applicable information requested on checklists available on the CAR website to provide a complete and accurate description of existing and proposed conditions, as well as payments of the application fee. Applications proposing major new construction, including additions, should meet with staff to review the application and requirements prior to submitting an application. Owner contact information and signature is required. Late or incomplete applications will not be considered.

Zoning Requirements: Prior to Commission review, it is the responsibility of the applicant to determine if zoning approval is required an application materials should be prepared in compliance with zoning.

Signature of Owner _____

Date 6/3/22

Your Proposal has been Approved!



Coastal Contracting
4908 - J Dominion Blvd
Glen Allen, VA 23060
Phone: 804.360.5775
Fax: 804.672.7517

Evin Dogu
804.349.8404

620 N. 25th Street
Richmond, VA 23223

Print-date:

6-6-2022

Price Breakdown

Group Price: \$77,522.00

Code	Description	Price
3400 - Exterior siding	Obtain approval from City of Richmond Architectural Review Board. Siding Replacement of 3 elevations not including the back. - Remove existing wood siding on left, front and right side. - Install 7/16" OSB plywood on existing wall studs. - Wrap existing wall with new house wrap vapor barrier. - Replace or repair any rotted window and door trim with new. Paint repair as necessary. The repair will include the front storefront window trim. - Close off 1 exit door on the right side of the building - Replace any rotted crown molding other trim. - Replace 1x6 trim at the top of the building (on left and right side) with new PVC. - Install 5/4" x 4" James Hardie trim in Arctic White color corner trim. - Replace all dryer vents with new white vinyl dryer vents. - Install 2 new vinyl light mounts on left side. - On Front elevation - Hardiplank siding will stop below the decorative corbels and white trim. (where current siding ends now). - Install new James Hardie, 7 1/4" smooth, no bead, prefinished siding. Customer choice of color_____ - Flash all butt joints in lieu of caulk - Follow James Hardie installation manual. - While working, we will provide cones and caution tape on the sidewalk.	\$72,372.00

- Clean up and dispose of all job related debris.

4600 - Painting —exterior	Power wash the back siding and apply 1 coat of Sherwin Williams duration coat (if siding color is similar to existing). Caulk and paint all white trim with white semi gloss paint. Repair rotted trim as necessary before painting.	\$3,950.00
4600 - Painting —exterior	Power wash the deck and stairs. Apply clear coat sealer. If owner choose to go with Sherwin William Super Deck solid stain, additional cost will be \$1,500	\$1,200.00

Total Price: \$77,522.00

1. **CONTRACTOR OBLIGATIONS: Supervising the Work at Owners work location;**

- Providing all labor, materials, tools, machinery and equipment necessary for performance of work;
- Obtaining all building permits for the work, if necessary;
- Demolishing existing improvements as necessary to complete the work and removing all debris; and
- Keeping the work location and surrounding area reasonably free from rubbish and waste materials generated by performance of the work.

2. **CONTRACTOR RESPONSIBILITIES**

- a. When applicable- work performed will be inspected by officials in accordance with the current edition of the Virginia Uniform Statewide Building Code.
- b. Insurance provided by Contractor will include Worker's Compensation and General Liability insurance. Due to the increased value of the home/structure created by the remodeling project, it is the **Responsibility of the owner** to update their existing owners/hazard insurance policy **before the start of the work** to reflect these changes and ensure adequate coverage for their investment.
- c. Contractor shall provide a dumpster and temporary toilet facility at the work location as necessary.
- d. Contractor will notify owner as to the commencement date of construction so that all items, personal or otherwise, can be removed prior to the start of construction. If Contractor is asked to move or relocate any such items, Contractor will not be responsible for damage to said items or surroundings and will bear no cost in their replacement or repairs.
- e. Contractor is not responsible for existing out of plumb or out of level conditions or any existing insect, mold or rotting problems in the existing structure at the work location, nor for existing footing, foundations or any other part of the structure that is not provided "as new" by Contractor.

The following specification applies if applicable to the work being performed:

- f. There is no provision in this proposal for the removal and/or disposal of any fill or soil material from this job site whatsoever. If removal and or disposal of said material is necessary there may be an additional cost associated with said removal and or disposal and will be the sole responsibility of the owner. Any remaining fill dirt can be moved on site for no additional charge.
- g. Considerable efforts will be made by Contractor to match, as closely as reasonably possible, anything provided "as new" to anything that is "existing" on the exterior and/or interior of home. There may be instances when a "perfect match" are not possible for any number of reasons. Contractor is not responsible for any such occasions.

3. **OBLIGATIONS TO THE OWNER:** Unless otherwise provided in the contract documents, Owner shall at Owner's expense:
- Cooperate with Contractor to facilitate the completion of the plans and specifications necessary for the work.
 - Provide to Contractor promptly upon request information necessary for Contractor to enforce mechanics lien rights by or against subcontractors, including a statement of record legal title to the work location.
 - Provide water and electricity to the work location for construction purposes.
 - Provide to Contractor promptly upon request- evidence that Owner is financially able to perform owner's obligations under this construction contract, and, if such evidence includes a loan commitment or other financial arrangement, not materially vary such financial arrangement without prior notice to Contractor.
 - Obtain all easements, zoning variances, use permits and other permits and authorizations required by law for construction, occupancy and/or utilization of the work location for its intended use, except for the building permit (Contractor is responsible for obtaining). Contractor will comply with all local requirements for building permits, inspections, and zoning.
 - Obtain, if applicable, all property owners' association approvals for the construction, design, and/or utilization for the work and work location.
 - Remove any personal items from the Work location and remove any trees, plants, shrubs, or other landscape materials that owner desires to plant elsewhere. Unless otherwise noted, Contractor will not perform any of the duties described in this paragraph for reasons of liability.
 - Provide to Contractor promptly upon request a survey of the Work location showing physical characteristics, legal limitations and utility locations for the work location and a legal description of the work location.
4. **COMMENCEMENT AND COMPLETION OF WORK.** If required by law, Contractor shall apply for a building permit after all plans and specifications have been approved by Owner, and shall diligently pursue obtaining such permit. Owner shall provide any information requested by the locality for issuance of the building permit. Upon issuance of the building permit, approval of the plans and specifications by owner and contractor, and completion of Owners obligations set forth in Paragraph 2, Contractor shall schedule the commencement of work and diligently pursue completion of said Work. The project completion is subject to weather conditions and delays caused by events beyond the control of Contractor, including but not limited to, Owners delay in approving plans, choosing fixtures or other selections, or failing to make the work location readily available to Contractor to perform the work.
5. **PAYMENT** The cost of the Work, including allowances payable by the Owner to Contractor, is the amount set forth in the Proposal plus any other amounts due under the Contract, and shall be payable according to the schedule set forth in this contract.
- The final draw and the total cost of the work are subject to adjustment for any change orders or other payments due under this agreement. All draw amounts and other cost are due upon receipt of invoice. Provided owner makes timely payments under the contract, Contractor will promptly pay all amounts owed to subcontractors and other others furnishing labor and materials for the work and will indemnify, hold harmless and defend Owner and the work location from and against mechanic's or materials vendor liens.
 - Credit cards accepted with a 3% credit card transaction fee on each transaction.
 - Deposits are non-refundable once materials have been ordered and/or the job has begun.
 - PAYMENT TERMS:** 25 % deposit, interim draw at completion of 2 elevation, and balance upon completion – UNLESS OTHERWISE STATED IN THE CONTRACT.
 - There will be a \$35 returned check fee. Any payments going forward must be cash, cashier's check, money order, or credit card.
6. **CHANGES IN WORK.** Changes in the work requested by one party and agreed to by the other shall be memorialized in Change Orders. A change order shall take into account not only invoices or increases in contractors cost of labor and material resulting from such changes, but also overhead expenses incurred by Contractor and resulting therefrom, including, but not limited to expenses incurred in revising the drawings or specifications, renegotiating contracts

with existing subcontractors or engaging new subcontractors, and/or rescheduling the work. If a change order results in a contract cost increase, such Change Order shall be billed to Owner and payable in full at the time of signing. Work for the change order will not begin until said change order is signed and paid in full by the owner. If a Change Order results in a contract cost reduction, such reduction shall be reflected in the final draw/payment. Change Orders may extend the estimated completion date.

7. CONTRACTORS LIMITED WARRANTY. Contractor warrants to owner that for a period of one year from the completion date, the work will be sufficiently free from defects; provided however, that such warranty shall be limited to only such items of labor and materials provided by contractor.

- a. If warranty repairs are required, Owner shall send a written list to contractor, Contractor shall correct the appropriate warranty items as promptly as possible, allowing a reasonable time for scheduling. This limited warranty does not cover any labor or materials furnished by the Owner as described in Paragraph 9 below. Contractors limited warranty also does not include normal maintenance items or conditions resulting from wear and tear, nor does the limited warranty apply to any damage caused by Owner, their subcontractors, invitees, lessees or agents, to any part of the work or any system or components installed within the dwelling. Contractor shall provide Owner with all manufacturer warranties relating to the work. Contractor is not liable for any manufacturer's failure to honor any warranty. ROOF REPAIRS WILL NOT BE WARRANTED unless otherwise noted in the contract.

8. FIRST RIGHT OF REFUSAL. Owner has the ability to cancel a signed contract up to 3 days after signing.

9. OWNER SUPPLIED LABOR AND MATERIALS. Contractor shall not be liable to Owner for any labor or materials supplied by Owner or any third party on behalf of the Owner to the dwelling, whether it is incorporated into the work. Contractor will not repair any items constructed or installed by owner or any third party on behalf of owner that do not match the work supplied by contractor. In the event Contractor has to correct any defective or unsatisfactory labor or materials installed by owner or any third party on behalf of the owner to complete contractors work in a satisfactory manner, then owner agrees to pay contractor the cost to correct such defective or unsatisfactory labor or materials. Additionally, Contractor is not responsible and has no liability whatsoever for performance, warranties, functionality and etc. for anything not provided "as new" by the owner, including materials and labor.

1. As production demands rise and labor shortages persist, our industry continues to experience supply shortages, increased operational costs, as well as shipping delays. This in turn is causing further cost increases to our products and services. There may be added change orders for increased material and labor cost during your project. This will occur before any material is delivered and labor has begun.

10. CORRECTION OF PUNCH LIST ITEMS. Upon substantial completion of the work, contractor and owner shall do a walkthrough of the work to compile a punch list of any work deemed to need attention or correction, by owner, or not in conformity with the contract documents.

a. NOTE: The final punch list will consist of 2 sections:

- i. **Items that need to be addressed:** Owner and Contractor will sign the initial list signifying both parties are in agreement as to what items need attention or correction.
- ii. **Items that have been address and completed:** Once contractor has corrected or completed all the items on the initial list, both owner and contractor will sign the second section signifying both parties are satisfied with the corrections. Correction of the punch list items shall commence and be completed within a reasonable time. Contractor shall not be obligated to correct any defective or nonconforming work which has been undertaken by owner or any third party on behalf of owner, including all labor and or materials. Owner also agrees to allow contractor access to work location for punch list corrections within a reasonable time frame. Once the final punch list is completed, Owner agrees to pay the complete amount for any outstanding balance owed to contractor within

five (5) days. Contractor reserves the right to change late fees for any balance owed after five (5) days.

11. **INDEMNIFICATION.** Contractor shall indemnify and hold harmless owner from and against claims, damages, losses and expenses, including attorney fees, arising out of or resulting from performance of the work, provided that such claims, damages, losses, or expenses are attributable to bodily injury or the destruction of property (other than the work itself) but only to the extent caused by the negligent act or omission of contractor, its subcontractor, or anyone directly employed by any of them.
12. **DELIVERY OF MATERIALS.** Owner acknowledges that contractor may be required to use heavy equipment throughout the stages of renovation and/or construction. If approved by owner, contractor may utilize owners driveway, lawn and other areas for the delivery and storage of construction materials, then owner agrees to reimburse contractor for any cost incurred by contractor to transport construction materials by hand or by alternative methods and for any off-site storage. Such reimbursement is in addition to the payment for the work set forth in Paragraph 5.
13. **INSURANCE.** Contractor will remain in force at all times during performance of the work comprehensive general liability insurance with limits of not less than \$1million per occurrence for bodily injury coverage and per occurrence \$1million for property damage coverage, and workers compensation insurance with limits complying with applicable law. If requested, Contractor shall provide owner with a certificate of insurance naming owner as an additional insured with respect to such insurance policies prior to the commencement of the work. **Owner recognizes that as between the parties, Owner bear the risk of loss of the work and damage to or destruction of the work location as a result of fire or other casualty not attributable to the gross negligence of contractor and that maintaining insurance against these risks is owner's responsibility.**
14. **DELAYS.** Contractor shall use every effort to complete the project expeditiously. If contractor is delayed at any time by act or neglect of owner or owners agents, or by labor disputes, fire, accidents, adverse weather conditions, unusual delays in deliveries, subcontractor defaults, unavoidable casualties or other causes beyond Contractors control, the approximate completion time for the Work shall be extended. Such delays do not constitute "abandonment" and are not included in calculating timeframes for payment of performance, as defined in regulations of the Virginia Board for Contractors. If completion of the work is materially delayed through no fault of the contractor, Owner shall, without terminating this contract, make payment for that portion of the work completed. If contractor is unable to complete the performance of its obligation under this contract due to acts of God, strikes, unavailability of supplies or material, or any other reasons beyond its control, Contractor shall notify owner of its inability to complete the work and then this construction contract shall terminate, in which event owner shall only be liable to pay contractor the amount of labor and material already furnished. Such payment is to be made within ten (10) days after the date of termination.
15. **PAYMENT DEFAULTS; Contractor's Rights to Stop Work and Terminate Construction Contract.**
 - a. If any sum of money owed to Contractor hereunder is not paid by Owner when due, Owner shall pay interest thereon from the due date thereof until payment thereof in full 24% per annum (2% per month), plus all expense incurred by contractor in collecting such sum, including reasonable attorney's fees, court costs, and fees of expert witnesses. The due date is specified therein, five (5) days after the date of Contractor invoice. In addition, Contractor may, at its option, stop performance of the work if any sum is not paid in full when due, and/or terminate this Construction Contract if performance of the work is stopped for 30 consecutive days due to nonpayment or any act of governmental authority. If any payment due to Contractor is outstanding for more than thirty (30) days, then Contractor may file suit to collect the amount due or file arbitration as set forth in Paragraph 15.
16. **CONSTRUCTION FINANCING.** Contractor will cooperate with Owner and any financial institution providing financing for the work in documenting completion of the work and the price of such completed work for purposes of requisitioning and/or releasing funds for payment, provided (a) all funds requisitioned and/or released for payment for work performed by contractor or any subcontractor shall be paid directly to Contractor, and (b) all mechanic's lien waivers required

for release of such funds shall be conditional upon receipt of such funds by Contractor or subcontractor.

17. **ARBITRATION.** Subject to Paragraph 14, in the event of a default or dispute of any provision of the Construction Contract, the parties agree to settle such default or dispute by binding arbitration in the County of Henrico, Virginia, governed by rules established by the American Arbitration Association. Either party may invoke arbitration by written notice to the other party and the parties shall select a disinterested arbitrator. If the parties cannot jointly select a single arbitrator, then one arbitrator shall be chosen by each party. The arbitrators so chosen shall together select an additional arbitrator. Selection of the arbitrators shall be completed no later than fourteen (14) days after a party has invoked their right to arbitration, and the arbitration proceeding shall occur no later than sixty (60) days following selection of the arbitrator(s). The decision of the single arbitrator or a decision of the majority of the arbitrators, as the case may be, shall be final and binding on the parties, and any award rendered by the arbitrators may be entered and enforced by the Circuit Court of the County of Henrico, Virginia. The prevailing party in an arbitration proceeding shall be entitled to recover, and the arbitrators shall award reasonable attorney fees and expenses in connection with any such arbitration proceeding. If any party shall fail to participate in the arbitration proceeding, the opposing party shall be entitled to judicial relief, including injunctive action, in enforcing the provisions of the Paragraph 15. The prevailing party in any judicial action shall be entitled to reasonable attorneys fees and cost. The cost of a single arbitrator shall be shared equally between the parties. If any panel of three arbitrators is selected, each party shall be responsible for the cost of their respective arbitrator and the cost of the third arbitrator shall be shared equally between parties.
18. **USE OF PHOTOGRAPHS.** Owner hereby consents to Contractor photographing the work and owners work location for publication by contractor in print or electronic marketing.
19. **MISCELLANEOUS.**

- a. This construction contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. No party may assign this Construction Contract without the written consent of each other.
- b. This Construction Contract shall bind and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the parties hereto and upon execution by all parties, this Construction Contract shall be absolutely binding and fully enforceable. In the event that anyone or more of the provisions contained herein is held invalid, illegal or unenforceable for any reason, the remaining provisions contained herein shall not be in any way impaired, it being intended that all of the rights and privileges of the parties shall be enforceable to the fullest extent permitted by law.
- c. Consumer is hereby notified of the existence of the Virginia Contractor Transaction Recovery Fund. The Virginia Contractor Transaction Recovery Fund provides relief to eligible consumers who have incurred losses through the improper and dishonest conduct of a licensed contractor. More information on the Fund or filing a claim can be obtained by visiting http://www.dpor.virginia.gov/Boards/Contractors_Recovery_Fund/ or by contacting the Board for claim information at the following address:

Recovery Fund Office | DPOR
9960 Mayland Drive, Suite 400
Richmond, VA 23233
(804) 367-1559
Email: RecoveryFund@dpor.virginia.gov

I confirm that my action here represents my electronic signature and is binding.

Company Representative Signature _____ Date _____

Estimated Start Date _____

Estimated Completion Date _____

VA Class A Contractor
Classifications RBC
License: 2705159617



Signature:

Approved by:  Evin Dogu

Date: 6-1-2022 11:47 AM



Right elevation / Jefferson
Ave

Left elevation /
N. 25th



Front elevation



Right elevation / Jefferson
Ave

Back was
completed
with Hardie



Front elevation / N. 25th St

