

Discussion Item

**Reimbursement Request for Water Damages
3513 Valley Drive**

Laura Marble Elgin
303 South Arthur Ashe Boulevard #10
Richmond, VA 23220
July 11th, 2019

Parkfairfax Board of Directors
3360 Gunston Road
Alexandria, VA 22302

Dear Parkfairfax Board of Directors,

I am writing to request reimbursement for damages caused by unsafe water pressure levels to my building.

My tenet reported a leak from the bathroom sink the evening of June 12th. On June 14th a Parkfairfax plumber assessed the plumbing and reported that the leak was owner responsibility. He was also unable to turn off the water to the sink so the leaking and subsequent water damage continued. Once the report became available on June 18th, I was able to review the recommendations and call an outside plumber.

On June 20th a Michael and Son plumber assessed the issue and found that the water pressure was 91 PSI. He recommended a pressure between 40-60 PSI and never over 80 PSI. He stated that the high water pressure was the reason the faucet broke and was leaking and stated it would need to be replaced. He was also able to use a wrench to turn the water off to lessen any further water damage.

The faucet was replaced by the same Michael and Son plumber on Monday June 24th. Even though Parkfairfax was aware of the dangerously high pressure, the level was the same when the plumber installed the new faucet. This voided any warranty on the work done by Michael and Son.

The pressure was eventually fixed when a broken valve was replaced on July 3rd.

The bylaws that were provided to me state:

The Unit Owners Association shall not be liable for any failure of water supply or other services to be obtained by the Unit Owners Association or paid for as a Common Expense, or for injury or damage to Person or property caused by the elements or by the Unit Owner of any Condominium Unit, or any other Person, or resulting from electricity, water, snow or ice which may leak or flow from or over any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment.

This property damage was not caused by weather/elements/the owner/another person but by the Condo Association's negligence to keep the pressure within a safe range and then provide a plumber who was unable to turn off the water to the sink. For this reason I would like the Board to consider reimbursement for the costs associated with the damages:

Plumber to turn off water 6/20: \$98.83

Plumber to install new faucet 6/24: \$306.37

Faucet: \$103.88

Repair/replacement of vanity: unknown

Total without vanity: \$509.08

I would be happy to provide electronic receipts for all of the above costs and update after having the vanity repairs assessed.

Thank you for your consideration.

Sincerely,

Laura Elgin

(845)705-3228

Unit: 3513 Valley Drive



Michael and Son Services
 5740 General Washington Drive .
 Alexandria, VA 22312
 Phone: (703) 658-6000
 VA 2701038423 - Class A
 MD 123872, DC 420211002808
 IF YOU CAN'T, WE CAN - www.MichaelAndSon.com

Invoice
1669120ALEX

| Invoice Date | Service Date | Terms | Technician | Customer PO |
|--------------|--------------|----------------|-------------|-------------|
| 06/21/2019 | 06/20/2019 | DUE ON RECEIPT | Roman Savin | |

Billing Address

Laura Elgin
 3513 Valley Dr
 Alexandria VA 22302
 Billing Phone: cell 845-705-3228;
 Site Phone: cell 845-705-3228;

Job Site Address

Laura Elgin
 3513 Valley Dr
 Alexandria VA 22302

Reason For Call

R/R SHUT OFF VALVES; R/R PIPES; R/R SINK

Diagnosis

Landlord email lauraelgin5@gmail.com

Water pressure 91 psi.

Upon arrival found that single handle faucet is leaking from the inside. Recommend to replace it.

Stop valves located to close to Vanity. Removed handles from stop valves and turned both valve off to stop the leak.
 Customer Supplied: Michael and Son will not warranty any fixtures, appliances or parts provided by others.

Safe water pressure in a residential home has been defined by authorities as 80PSI or less. No warranty will be provided for work performed to the water supply system without first correcting water pressure issue

Invoice Notes

| Item Information | Qty | Unit Price | Extended Price | Amount |
|------------------|-----|------------|----------------|--------|
|------------------|-----|------------|----------------|--------|

APPROVED

| | | | | |
|--|------|---------|---------|---------|
| Technical Diagnostic work- Level 1 No Warranty [In-depth technical diagnostics are required to determine the cause of system failure.] | 1.00 | \$98.83 | \$98.83 | \$98.83 |
|--|------|---------|---------|---------|

FUTURE RECOMMENDATION

| | | | | |
|---|------|----------|----------|--------|
| HOME CARE AGREEMENT-1 COMPLETE HVAC SYSTEM WITH PLUMBING AND ELECTRICAL INSPECTIONS | 1.00 | \$389.00 | \$389.00 | \$0.00 |
|---|------|----------|----------|--------|

[When you invest in the Home Care Agreement Plan, we will provide you with four annual service calls:

- 1 - Air Conditioning system precision tune-up
- 1 - Heating system precision tune-up (DOES NOT INCLUDE BOILERS)
- 1 - Electrical Safety Inspection
- 1 - Plumbing Safety Inspection

Heating and cooling systems subject to qualifying inspection before they're eligible for discounts on labor and/or parts. Michael & Son will schedule the qualifying inspection as part of the Home Care Agreement purchase.]



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| | | | | |
|---|------|----------|----------|--------|
| Install customer Provided Lavy Faucet No Warranty | 1.00 | \$379.55 | \$379.55 | \$0.00 |
| [The technician will remove the existing faucet and install customer supplied parts lavatory sink faucet only. Additional charges will apply for any additional parts not present but are required properly complete the repair.] | | | | |

WAIVED

| | | | | |
|--|------|---------|---------|--------|
| Plumbing Dispatch Fee No Warranty | 1.00 | \$69.00 | \$69.00 | \$0.00 |
| [Plumbing diagnostic fee should be charged on every call.] | | | | |

| | | | | | |
|-------------------|----------------------------|--------|---------|-------------|---------|
| VISA [9607] | | 457831 | \$98.83 | Sub Total | \$98.83 |
| Customer Approval | Payment Method And Amounts | | | Total | \$98.83 |
| | | | | Paid Amount | \$98.83 |
| | | | | Amount Due | \$0.00 |

I acknowledge the satisfactory completion of the above work.
 Make All Checks Payable To Michael and Son

Christina Mone

RS

06/20/2019

Customer Signature

Technician Signature

Date



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Warranty

SPECIALITY SERVICES: BUILDING (BLD), COMMERCIAL IMPROVEMNET (CIC), ELECTRICAL (ELE), GAS FITTING (GFC), HEATING VENTILATION & AIR CONDITIONING (HVA), HOME IMPROVEMENT (HIC), PLUMBING (PLB)

1. Michael & Son Services, Inc. ('Company') warrants that the Scope of Work will be completed in a workmanlike manner, and in compliance with all local requirements for building permits, inspections and zoning. The obligations of Company are backed by the full faith and credit of the Company.
2. Client warrants that except as described in the request for Service, all electrical, plumbing, HVAC, Restoration, and Handyman services located on the property are in good repair and condition and agrees to indemnify the Company for any defective conditions that exist prior or that occur after performance of the Services through no fault of the Company, such defective conditions including but not limited to the following: improper or faulty plumbing; settled or broken lines; existing illegal conditions; defective roofing; rusted or defective pipes; improperly charged systems; acids in the drain system; and faulty air movement. Client is responsible for protecting the components for which Company provides from future damage and shall follow all instructions provided in maintaining and protecting such components. Client shall remove or protect personal property, inside and outside of the residence and/or structures, including but not limited to carpets, rugs, shrubs and plants, and Company shall not be responsible for said items. Company shall not be held responsible for natural consequences of the Company's work which may cause damage to improvements to real property and appurtenances to the residence.
3. Company hereby warrants its services, from the date of performance of the services as follows with respect to the components replaced, repaired and/or serviced by Company shall operate in the manner in which they operate: a) for a period of 5 years for electric services; b) 1 year for plumbing services; c) 1 years for services that entail construction of new components. With respect to Services that consist of drain cleaning services, there is no warranty of any kind, unless otherwise indicated on the Invoice. The foregoing warranties are with respect to the Services provided only, and do not extend to the actual components. In the event of a failure of the components (that is not a result of the Services), Client shall be responsible for all necessary repairs. CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT ITS SOLE REMEDY UNDER THIS WARRANTY IS REPAIR AND/OR REPLACEMENT IN COMPANY'S SOLE DISCRETION. Company will not be held responsible for any drain line stoppages or damages to the existing waste pipe while attempting to clear an obstruction to said piping or fittings. Notwithstanding the foregoing, no warranty will be given for repair or replacement of the following types of water pipes: quest piping, manifolds or fittings, polybutelene pipe or fittings including the new connection point. All warranties are void if payment is not made when due. Warranties extend only to Client and are not transferable to successor owners or tenants. If a defect in materials or workmanship covered by this warranty occurs, Company will with reasonable promptness during normal business hours remedy the problem. Company shall not be held responsible for water or any other damage caused by repairing a defect. Company cannot and does not warrant any product provided by Client, or offer any warranty on products longer that the manufacturer's warranty. Light bulbs or lamps have no warranty. Company will not provide an itemized breakdown of material and labor for a flat rate job; however Company will provide an itemized list of all materials used to perform the necessary repair upon request. Company is not responsible for work performed by or materials installed by anyone other than Company. EXCEPT AS EXPRESSLY SET FORTH HEREIN, ALL SERVICES, MATERIALS, PARTS AND COMPONENTS PROVIDED BY COMPANY HEREUNDER ARE PROVIDED 'AS IS' WITHOUT WARRANTY OF ANY KIND, AND COMPANY HEREBY EXPRESSLY



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DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. Manufacturers' warranties on materials, fixtures, appliances, and components, to the extent assignable, are deemed assigned to Client. Company shall deliver to Client all warranty information in its possession. Client is responsible for compliance with any notice and claim procedure set forth therein. Company does not adopt and is not bound by and such product warranty.

Terms And Conditions

4. Each party acknowledges and agrees that any controversy that may arise under this Agreement is likely to involve complicated and difficult issues, and therefore the parties hereby knowingly, voluntarily and intentionally waive any right which any party may have to trial by jury in respect of any proceeding, litigation or counterclaim based on, or arising out of, under or in connection with this Agreement or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party. Under no circumstances shall Company be liable for special, incidental or consequential damages (including but not limited to, loss of the use of the subject property, damage to any property not furnished by Company, or attorney's and/or expert fees and costs) regardless of the form of action or legal theory under which any claim is asserted.

5. This Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard to the conflicts of laws principles thereof. The exclusive venue for any and all legal action based on, or arising out of, under or in connection with this Agreement shall be in the State and Federal Courts for the City of Alexandria. In the event of a material breach of this Agreement by Client Company shall be entitled to recover its reasonable attorney fees and costs in an amount not less than 30% of the total amount of damages. In the event that Company files a mechanic's lien related to this Agreement they shall be entitled to attorney fees of 30% of the mechanic lien. A late fee of 1.5% per month shall be applied to any amounts owed by Client to Company after thirty (30) days.

6. This Agreement is not assignable without the written consent of both parties. This is the entire agreement, which includes the accepted proposal and any invoices. The parties are not bound by any oral expression or representation. This Agreement binds jointly and severally all signing as Client, their heirs, representatives, and successors. Any modifications to the Contract, change orders or estimated completion date, must be in writing signed by both parties.

7. Any time estimate for completion of the job is only an estimate and may be impacted by weather, permit delays, inspection delays, availability of material, etc. Delays caused by the above events do not constitute abandonment and are not included in calculating time frames for payment or performance.

8. Under the applicable Mechanic's Lien Laws any contractor, subcontractor, laborer, or other person who helps to improve your property, but is not paid for their services or supplies, may have the right to enforce a claim up to and including placing a lien on your property in the event of nonpayment.

9. Client shall have the right to cancel this Contract within 3 days of signing the Contract, except that Client shall not have the right to cancel once work has commenced. In the event of cancellation Company may charge a 25% cancellation fee plus the cost of any specially ordered components.



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10. This Agreement may be executed in counterparts, each of which shall be deemed an original. For purposes of this agreement, electronic and scanned signatures have the same force and effect as original signatures. In the event Client is unable to contact or obtain satisfaction from the Company, Client may contact the State Corporation Commission of Virginia in writing at Bureau of Insurance, P.O. Box 1157, Richmond Virginia 23218-1157, or by phone at (804) 371-9741.