

Discussion Item

3324 Floor Damage Appeal

Dana Cross

From: Paul Friedman <paulfriedman@comcast.net>
Sent: Friday, November 19, 2021 10:48 AM
To: Dave Bush; Dana Cross
Subject: For Parkfairfax Board consideration in December
Attachments: Floor 10-28-21.pdf

Dave and Dana,

Please put this on the December agenda for consideration. We believe it deserves reconsideration as a matter was raised by Mark Miller at the first consideration that we were not prepared to address. We have done so in this submission.


Thanks,

Paul

Paul Friedman
3324 Valley Drive

SUMMARY. The following statements are discussed, in detail and with documentation, in the text that follows this page:

- When our unit was significantly damaged by a fire, we suffered severe emotional and financial hardship. After the trauma of watching our home become condemned, with many of our possessions destroyed, we faced an entire year of displacement and the lengthy challenge of reconstructing our home and rebuilding our lives. The long ordeal was difficult and costly.
- Among other damage to our unit, the hardwood parquet floors were destroyed. The floors had been original to the structure and, after more than 70 years, remained in good condition.
- After a building casualty, Parkfairfax Condominium will repair, restore, rebuild, or replace interior damage to units. The outcome will be a condition as good as what had existed before the casualty. This standard applies to structural components as well as any items initially installed by Parkfairfax. We were, therefore, entitled to a comparable replacement of our hardwood flooring.
- Parkfairfax's insurance company chose a general contractor to manage the unit's remediation and reconstruction. The general contractor chose an unlicensed flooring subcontractor. Instead of installing the solid, hardwood replacement floor that we had selected, the subcontractor substituted a low-quality veneer product. This change was made without our knowledge.
- After a brief period of time, the floor became scratched and damaged from normal use. It cannot be refinished or repaired. The floor is vastly inferior to what had existed before the fire and, thus, a violation of Parkfairfax's Bylaws.
- Parkfairfax is obligated to remove the current flooring and replace it with the required standard, including any subflooring that may be needed. This project will involve moving and storing our furniture and providing us with lodging until the work has been completed.


Paul A. Friedman


Lori Friedman

On August 11, 2017, Building 808 sustained considerable fire damage. The fire occurred in a unit on the building's third floor. On August 28, 2017, the Department of Code Administration, City of Alexandria, determined that the building's structure was "unsafe and it's [sic] occupancy or use has been prohibited" [Exhibit A].

Our unit, located on Building 808's ground floor, was significantly damaged by smoke, soot, and water. The unit's original parquet hardwood flooring, which had been installed during the building's construction, was destroyed and subsequently removed.

The Bylaws of Parkfairfax Condominium address fire casualties in Article VII [Exhibit B]:

- Section 1. "[I]n the event of damage to or destruction of...buildings as a result of fire..., the Board of Directors...shall arrange for and supervise the prompt repair and restoration of the Buildings (including any damaged Units, and the floor coverings...initially installed therein by [Parkfairfax])."
- Section 2. "Immediately after a fire..., the Board of Directors...shall obtain reliable and detailed estimates of the cost of repairing and restoring such building (including any damaged Units and any floor coverings...initially installed by [Parkfairfax]) *to a condition as good as that existing before such casualty* [emphasis added]."
- Section 3. "[T]he amount necessary to complete such reconstruction and repair may be obtained from the appropriate reserve for replacement funds or shall be deemed a Common Expense..."

Parkfairfax's Certificate of Insurance confirms "Coverage for unit interior to original plans and specs" [Exhibit C], in accordance with the Bylaws, Article VII.

The insurance adjuster prepared a final scope of work, to comply with Bylaws, Article VII, Section 2, and delivered to the document to general contractor Minkoff Company, Inc. ("Minkoff"). The document specifies "Parquet flooring – High grade" [Exhibit D].

Minkoff selected Blitz Carpet ("Blitz"), an unlicensed subcontractor, for flooring replacement. On January 2, 2018, Fred Nadipoor, Blitz's representative, contacted Lori Friedman to arrange a meeting.

On January 4, 2018, Lori and Mr. Nadipoor met, at the unit, to take measurements and review samples.

- Mr. Nadipoor explained that hardwood parquet flooring was no longer available to replace the original floor, so a hardwood strip flooring would be substituted. He then provided a selection of samples -- different colors of stained hardwood. Lori chose a color. *At no time did Mr. Nadipoor mention or discuss a veneer flooring or any choice other than solid hardwood.*
- After several months, Blitz returned to install the floor.

Approximately one year after we had moved back into our condominium unit, we noticed some scratches and wear-and-tear on the new hardwood floor. Paul hired a flooring contractor to examine the damage and refinish some sections. The flooring contractor explained that Blitz had installed veneer flooring, not solid hardwood. A thin outer layer had been removed by normal and ordinary usage, and we were seeing a composition layer of resin, polymers, and other materials. The contractor also explained that the top layer is so thin – approximately .5 or 1 mm – that it is prone to visible damage and cannot be refinished or repaired. Any worn sections must be replaced at significant costs.

NOTED: On 02/02/18, we signed and submitted a Minkoff Change Order, to have additional work done and services performed (Exhibit E).

- The document includes a credit for part of our living room floor. We chose to have ceramic tile, which we purchased, installed in our unit's foyer area. We received a credit because the square footage of hardwood flooring, as specified in the Final Scope of Work, was reduced considerably by this choice.
- The line item mentions an "engineered floor." Presumably, this is when the flooring was changed from solid hardwood, which we had selected, to the veneer that we received. Because neither of us has ever worked in the building trades, we were unfamiliar with the term "engineered" and had no reasonable basis for knowing about the substitution.
- We were not advised or provided information to understand the nature of the floor. Indeed, as we had requested and expected a floor that was equivalent to the parquet, we would never have accepted a subpar alternative. We were misled by both the contractor and subcontractor.



www.alexandriava.gov

Department of Code Administration
301 King Street, Room 4200
Alexandria, Virginia 22314

Phone: 703.746.4200
FAX: 703.549.4589

Paul Or Lori Friedman
3324 Valley Dr
Alexandria Va 22302

Monday, August 28, 2017

**Subject: 3324 Valley Dr
UFH2017-00013**

Notice Of Unsafe Structure

Dear Sir/Madam:

Occupancy or use is prohibited by Code Official

On 08/14/2017, Case # UFH2017-00013 was established identifying violations of the Virginia Building Code that have led to the determination that the structure is unsafe and its occupancy or use has been prohibited by the Code Official.

The structure contains the following violations of the Virginia Construction Code or Virginia Maintenance Code, and requires your immediate attention.

Code Section/s violated and conditions observed:

2012-VMC 105.1 UNSAFE STRUCTURE UNSAFE STRUCTURES OR STRUCTURES UNFIT FOR HUMAN OCCUPANCY

105.1 General. This section shall apply to existing structures which are classified as unsafe or unfit for human occupancy. All conditions causing such structures to be classified as unsafe or unfit for human occupancy shall be remedied or as an alternative to correcting such conditions, the structure may be vacated and secured against public entry or razed and removed. Vacant and secured structures shall still be subject to other applicable requirements of this code. Notwithstanding the above, when the code official determines that an unsafe structure or a structure unfit for human occupancy constitutes such a hazard that it should be razed or removed, then the code official shall be permitted to order the demolition of such structures in accordance with applicable requirements of this code
Damage to the structure due to fire and related fire suppression activities. Ensure structural stability and make all related repairs before reoccupation of the structure.

* Building Permits may be required to make certain repairs. Obtain all required permits prior to commencing or removing work.

IT IS THEREFORE ordered that the above described premises be placarded and prohibited from continued use until it is made safe in compliance with the above referenced code. The premises shall be maintained in a safe, clean, sanitary and rodent proof condition and secured against the entry of unauthorized persons in accordance with the Virginia Maintenance Code. The property shall remain vacant until such time as repairs are made that will bring the structure into compliance with the applicable codes and ordinances and render code compliant for human habitation.

ARTICLE VII

Repair and Reconstruction After Fire or Other Casualty

Section 1. When Repair and Reconstruction are Required. Except as otherwise provided in Section 4 of this Article, in the event of damage to or destruction of all or any of the buildings as a result of fire or other casualty, the Board of Directors, under the direction of the Insurance Trustee, shall arrange for and supervise the prompt repair and restoration of the Buildings (including any damaged Units, and the floor coverings, kitchen or bathroom fixtures and appliances initially installed therein by the Declarant, and replacements thereof installed by the Declarant, but not including any furniture, furnishings, fixtures, equipment or other personal property supplied or installed by the Unit Owners in the Units). Notwithstanding the foregoing, each Unit Owner shall have the right to supervise the redecorating of the Unit.

Section 2. Procedure for Reconstruction and Repair.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to any building, the Board of Directors under the direction of the Insurance Trustee shall obtain reliable and detailed estimates of the cost of repairing and restoring such building (including any damaged Units and any floor coverings and kitchen and bathroom fixtures and appliances initially installed by Declarant, and the replacements thereof installed by Declarant, but not including any other furniture, furnishings, fixtures or equipment installed by the Unit Owner in the Unit) to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Insurance Trustee determines to be necessary.

(b) Assessments. If the proceeds of insurance are not sufficient to defray such estimated costs of reconstruction and repair, or if upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the amount necessary to complete such reconstruction and repair may be obtained from the appropriate reserve for replacement funds and/or shall be deemed a Common Expense and a special assessment therefor shall be levied.

(c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the original construction of the Property, subject to any modifications required by changes in applicable governmental regulations, and using contemporary building materials and technology to the extent feasible; provided, however, that other action may be taken if approved by at least fifty-one percent of the Mortgagee.

Section 3. Disbursements of Construction Funds.

(a) Construction Fund and Disbursement. The proceeds of insurance collected on account of casualty, and the sums received by the Board of Directors or Insurance Trustee from collections of assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1) If the estimated cost of reconstruction and repair is less than five percent of the total annual assessment for common expenses for that fiscal year, then the construction fund shall be disbursed in payment of such costs upon order of the Board of Directors.



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Preferred Insurance Services, Inc		NAMED INSURED Parkfairfax Unit Owners Association 3360 Gunston Rd Alexandria, VA 22302	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Coverages:

Property:

Greater New York Insurance Company

Effective: 4/1/20-4/1/21

Policy #: 4438505

Building Coverage: \$248,178,000 Replacement Cost with Agreed Value no Co-Insurance Penalty.

Extended Replacement allows for Additional 25% in Building Coverage = \$310,222,500.

100% Replacement Cost with Agreed Value = No Coinsurance

Property Deductible: \$10,000.

The policy is special form.

Wind/hail is not excluded.

15 Days notice provided by carrier for non-payment of premium, all other 45 days notice provided.

Business Income: \$5,000,000

Single entity - Coverage for unit interior to original plans and specs. EXCLUDES Improvements & Betterments; EXCLUDES Personal Belongings. Master policy property deductible is \$10,000. Unit owner should purchase an HO-6 policy for improvements and personal belongings/liability, etc.

Ordinance/Law:

Coverage A - Loss to undamaged portion of the building = Building Limit

Coverage B - Demolition Cost = \$3,000,000

Coverage C - Increased Cost of Construction = \$3,000,000

Separation of Insureds clause included on package policy #4438505 per form CG 00 01 10 01.

Equipment Breakdown and Terrorism included.

Water and Sewer Backup: \$500,000 Blanket Limit

Flood Coverage: \$5,000,000 per occurrence / Deductible: \$25,000

Earthquake Coverage: \$5,000,000 blanket / Deductible: \$25,000

Location:

3360 Gunston Rd

Alexandria VA 22302

Total Buildings: 285

Total Units: 1,684

Crime Policy: 618898670, Effective 4/1/20-4/1/21 includes Property Manager as additional insured.

Crime EXCESS policy: UDS4438899.20, Effective 4/1/20-4/1/21 provides \$1,000,000 Employee Theft Limit



Minkoff Company, Inc.

11716 Baltimore Avenue
Beltsville, MD 20705-1850

CONTINUED - Kitchen

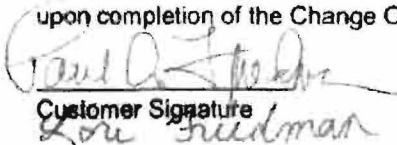
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
Tub, Sink and toilet							
38. Clean floor	40.35 SF		0.00	0.37	0.00	3.96	18.89
@ bath floor							
39. R&R Ceramic/porcelain tile - High grade	64.00 SF		1.43	12.01	22.16	227.95	1,110.27
40. R&R Tile tub surround - 60 to 75 SF - High grade	1.00 EA		118.56	1,348.39	34.35	388.74	1,890.04
@ tub wall areas - 124 sf - Includes soap dish.							
41. R&R Ceramic tile - bullnose - 2" x 6"	24.17 LF		1.66	9.43	6.61	71.03	345.68
Tile on all walls of bathroom							
42. Ceramic tile base	11.06 LF		0.00	16.68	4.31	48.62	236.41
43. Detach & Reset Toilet	1.00 EA	308.10	0.00	0.00	0.28	81.65	390.03
@ Wall replacement							
44. Detach & Reset Pedestal sink	1.00 EA	361.74	0.00	0.00	0.00	95.86	457.60
45. Plumbing fixture supply line	3.00 EA		0.00	22.79	0.98	18.12	87.47
46. Angle stop valve	3.00 EA		0.00	41.86	1.29	33.28	160.15
47. P-trap assembly - ABS (plastic)	1.00 EA		0.00	75.38	0.36	19.98	95.72
48. Tile - towel bar	2.00 EA		0.00	31.87	1.52	16.89	82.15
49. Tile - soap dish	1.00 EA		0.00	25.22	0.65	6.68	32.55
50. Medicine cabinet	1.00 EA		0.00	166.32	8.19	44.08	218.59
51. Detach & Reset Shower curtain rod	1.00 EA	15.19	0.00	0.00	0.00	4.03	19.22
52. Floor leveling cement - Average	405.37 SF		0.00	2.14	22.62	229.88	1,119.99
@ living room, hall and bedroom							
53. Vinyl floor covering (sheet goods)	100.96 SF		0.00	3.06	11.51	81.87	402.32
54. Door threshold, wood	20.20 LF		0.00	13.81	6.52	73.92	359.40
At every opening							
55. Add for glued down application over concrete substrate	603.64 SF		1.19	0.00	0.00	190.36	908.69
56. Parquet flooring - High grade	603.64 SF		0.00	9.08	244.84	1,452.48	7,178.37
@ living room, hall, and bedroom (excludes closets)							
57. Quarter round - 3/4" - hardwood	69.83 LF		0.00	1.94	4.27	35.90	175.64
@ living room, hall and bedroom (excludes closets)							
58. R&R Baseboard - 2 1/4"	297.50 LF		0.34	2.46	13.57	220.74	1,067.31
59. Seal & paint base shoe or quarter round	95.92 LF		0.00	0.72	0.58	18.30	87.94

9	Add to upgrade flooring in kitchen and foyer to 12x12 ceramic as selected.	947.00
10	Add for shelf and rod in hallway closet 1	125.00
11	Add to alter closet 2 to create laundry closet for side by side washer dryer. Includes dedicated electrical circuits for each. Plumbing includes waste water and laundry box. Includes reframing opening, bifold door set and associated trim work. Includes vinyl floor. Washer/dryer standard 30' wide units provided/installed by others.	3,570.75
12	Dryer vent and associated work.	575.00
13	Add to provide and install engineered floor Turlington Natural 3/8" x 3" wide strip glue down. Includes associated trims. Living room, Hall, and Bedroom.	(1,871.15)
14	Add to install standard Mohawk carpet and 6lb padding in bedroom.	923.93
15	Add to install owner supplied ceiling fan at entry at existing fan/box location.	188.50
16	Add to create false wall over gas line in kitchen. Note* up to valve.	125.00
		=====
Change Order Subtotal		<u>11,070.73</u>

Note* if payment is being made by credit card and additional 3% will be added to the value of the approved change order.**

The contract has been increased by the amount above. This change to contract incorporates all terms and provisions of the original agreement/work authorization. Any credit balance will be applied to your account and will be reflected in your final engagement invoice.

If this change order meets with your approval, please sign in the indicated space and return a copy of the ratified agreement to our office immediately. A deposit of 50% of the change order value is due upon ratification. The remainder is due upon completion of the Change Order Scope of Work.


Customer Signature

Supervising Superintendent

2-2-18
Date