

AGENDA

STATE BUILDING CODE TECHNICAL REVIEW BOARD

Friday, May 17, 2013 - 10:00 a.m.

Virginia Housing Center - Henrico Room II, 4224 Cox Road
Glen Allen, Virginia

1. Roll Call
2. Election of Officers
3. Approval of March 15, 2013 Minutes
4. Public Comments
5. Appeal Hearing

In Re: Appeal of Fairfax County
Appeal No. 12-7

6. Secretary's Report

STATE BUILDING CODE TECHNICAL REVIEW BOARD

Updated February 2013

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STATE BUILDING CODE TECHNICAL REVIEW BOARD

Organizational Regulations

Statutory Authority: § 36-109 of the Code of Virginia

Effective Date: March 18, 1994

§ 1. Definitions.

The following words and terms, when used in these regulations, shall have the following meaning unless the context clearly indicates otherwise:

"Review Board" means the State Building Code Technical Review Board.

§ 2. Purpose.

The purpose of this regulation is to establish the organization of the Review Board and its internal practices and procedures, including delegations of authority.

§ 3. Officers; secretary.

A. The Review Board shall elect one of its members as chairman, for a term of two years, and may elect one of its members as vice-chairman. The Review Board may also elect a secretary, who may be a non-member.

B. A record of the elections shall be reflected in the minutes of the Review Board, stipulating any terms or conditions of the appointments.

§ 4. Meetings.

A. The Review Board shall meet at the call of the chairman, or at written request of at least three of its members.

B. A quorum of the Review Board shall be the presence of a majority of members actively serving on the Board. Official action may be taken by the Review Board by a majority vote of those members present, provided there is a quorum.

§ 5. Delegation of authority.

The Review Board may delegate such authority as it deems appropriate to the secretary or to employees of the Department of Housing and Community Development.

DRAFT MINUTES

STATE BUILDING CODE TECHNICAL REVIEW BOARD

MEETING
March 15, 2013

GLEN ALLEN, VIRGINIA

Members Present

Mr. J. Robert Allen, Chairman
Mr. R. Schaefer Oglesby, Vice-Chairman
Mr. W. Keith Brower, Jr.
Mr. J. Daniel Crigler
Mr. John H. Epperson
Mr. Joseph A. Kessler, III
Mr. James N. Lowe
Ms. Joanne D. Monday
Ms. Patricia S. O'Bannon

Members Absent

Mr. Matthew Arnold
Mr. James R. Dawson
Mr. John A. Knepper, Jr.
Mr. Eric Mays

Call to Order

The meeting of the State Building Code Technical Review Board (Review Board) was called to order by the Chairman at approximately 10:00 a.m.

Roll Call

The attendance was established by Mr. Vernon W. Hodge, Secretary, and constituted a quorum. Mr. Steven Jack, Assistant Attorney General in the Office of the Attorney General, was present and serving as the Board's legal counsel.

The Secretary informed that Review Board members that staff had inadvertently left a line item off of the agenda for the election of officers; so action needed to be taken to either elect officers or continue the current officers to the next meeting so there would be proper notice of the election. After discussion, Mr. Lowe moved to extend the current officers for the meeting at hand and to hold the election of officers at the next meeting with proper notice. The motion was seconded by Ms. O'Bannon and passed unanimously.

Approval of Minutes

After discussion, Mr. Oglesby moved to approve the minutes of the January 25, 2013 meeting with the correction of Mr. Brower being present and Mr. Crigler not being present and to change the word "Chairman" to "Vice-Chairman" in the first and last paragraph of the appeal proceedings on pages one and two of the minutes. The motion was seconded by Mr. Lowe and passed unanimously with Messrs. Crigler and Epperson abstaining from the vote.

Public Comment The Chairman opened the floor for public comment. The Secretary reported that no one was preregistered. The Chairman closed the public comment period.

Final Orders Appeal of Richard Clayton; Appeal No. 12-5:

After consideration, Mr. Oglesby moved to approve the final order as presented in the Review Board members' agenda package. The motion was seconded by Mr. Brower and passed unanimously with Messrs. Crigler and Epperson abstaining from the vote.

New Business Appeal of Milari Madison; Appeal No. 12-6:

A hearing convened with the Chairman serving as the presiding officer. The appeal concerned determinations by Ms. Cindy Davis, the administrator of the industrialized building program in the State Building Codes Office (SBCO) of the Department of Housing and Community Development, relative to an modular home purchased by Ms. Madison and set up at 40153 Janney Street, in Loudoun County.

The following persons were sworn in and given an opportunity to present testimony:

- Milari Madison
- Cindy Davis, SBCO
- Eric Leatherby, SBCO
- Chris Thompson, Loudoun County Building and Development

Also present were:

- Mike Melis, Esq., counsel to Ms. Davis
- Gina Schaecher, Esq., Rees Broome, counsel to Milton.

During opening statements, Ms. Madison asked for a ruling on whether NTA, Inc., a compliance assurance agency, was a party to the appeal. After hearing from the parties present concerning the issue and discussion among the board members, the Chairman ruled that NTA, Inc. was not a party.

New Business

Appeal of Milari Madison; Appeal No. 12-6 (continued):

No exhibits were submitted at the hearing to supplement the record in the appeal.

Prior to the conclusion of testimony, the parties requested a brief recess to determine if an agreement to resolve the appeal could be forthcoming. After the recess, the parties presented an signed agreement to the Chairman which was read to the board members and stated as follows:

The appeal (Appeal No. 12-6) is withdrawn for the following reasons:

The issue of whether Milton Home Systems, Inc. is the successor in name to Integrity Building Systems, Inc. is moot as resolved pursuant to the attached November 19, 2012 letter; and

The issues raised in the appeal as to potential violations concerning the stairway and electrical panel/data plate remain under investigation and Ms. Madison and Milton retain their rights to appeal any final determination with regard to the application of the IBSR.

Date: March 15, 2013

Milari Madison (signature) Milari Madison Appellant

Gina L. Schaecher (signature), Counsel for Milton Home Systems, Inc.

Gina L. Schaecher Counsel for Milton Home Systems, Inc.

Mike Melis (signature)

Mike F. Melis, Assistant Attorney General

Counsel to the State Building Code Administrative Office

After consideration, Mr. Oglesby moved to accept the withdrawal of the appeal based on the agreement. The motion was seconded by Mr. Kessler and passed unanimously.

Secretary's Report

Mr. Emory Rodgers, Deputy Director of the Division of Building and Fire Regulation, provided an update to the board members on the ongoing activities of the Department in the development of Virginia's 2012 building and fire regulations. Mr. Rodgers noted that the proposals submitted by the Review Board members had been approved and would be incorporated into the proposed regulations and the Review Board members were to be congratulated for their diligence and needed expertise.

Adjournment

There being no further business, the meeting was adjourned by motion of Mr. Oglesby at approximately 1:00 p.m.

Approved: May 17, 2013

Chairman, State Building Code Technical Review Board

Secretary, State Building Code Technical Review Board

VIRGINIA:

BEFORE THE
STATE BUILDING CODE TECHNICAL REVIEW BOARD

IN RE: Appeal of Fairfax County
Appeal No. 12-7

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VIRGINIA:

BEFORE THE
STATE BUILDING CODE TECHNICAL REVIEW BOARD

IN RE: Appeal of Fairfax County
Appeal No. 12-7

REVIEW BOARD STAFF DOCUMENT

Suggested Statement of Case History and Pertinent Facts

1. In 2008, Metropolitan Investment Group, LLC (Metropolitan) entered into a contract with Mehdi and Marylynn Aminrazavi (Aminrazavis) to construct a home at 6061 River Drive, in Lorton, Virginia.
2. A building permit to construct the home was obtained from the Fairfax County Department of Public Works and Environmental Services (County building department) in April of 2009 by the Aminrazavis. The Aminrazavis, not Metropolitan, were listed on the building permit as the contractor responsible for the construction of the home.
3. The County building department conducted the normal inspections under Part I of the Virginia Uniform Statewide Building Code (Virginia Construction Code, or VCC) during the construction of the home and the home was substantially completed by mid to late 2011.
4. At the request of the Aminrazavis, the County building department conducted an inspection in November of 2011 and noted a number of VCC violations. A corrective work order, outlining the violations, was sent to Metropolitan.
5. While there were meetings and correspondence between Metropolitan and the County building department concerning the corrective work order, in April of 2012, the County

building department issued a notice of violation under the VCC to Metropolitan. The notice of violation contained the same description of the cited violations as the corrective work order.

6. Metropolitan responded to the notice of violation by letter in May of 2012, addressing the cited violations and reserving its right to appeal. A formal application for appeal was filed by Metropolitan in June of 2012.

7. The Fairfax County Board of Building Code Appeals (County appeals board) heard Metropolitan's appeal in August of 2012 and ruled that Metropolitan was not responsible for the cited violations since the Aminrazavis were the responsible party and Metropolitan was not qualified to obtain the building permit.¹

8. The County building department appealed the County appeals board's decision to the Review Board holding that Metropolitan is the responsible party for the cited violations and that the County appeals board should have rendered a decision on each cited violation.

9. Review Board staff conducted an informal fact-finding conference pursuant to the appeal to the Review Board in November of 2012. The conference was attended by the County building department and its legal counsel, Metropolitan and the Aminrazavis. At the conference, it was noted that the notice of violation issued by the County building department, due to a computer error, did not clearly correlate the cited violations. The County building department agreed to issue a corrected notice of violation, which was submitted in February of 2013. Two of the cited violations were removed by the County building department in the corrected notice of violation due to new determinations by the County building department. In addition, at the conference, in response to the question of whether the appeal should be remanded back to the County appeals board for a hearing on each cited violation if the Review Board ruled to overturn the County appeal

¹ While no transcript of the County appeals board hearing was provided, apparently there was discussion at the hearing of whether Metropolitan was properly licensed as a contractor for the amount of the contract with the Aminrazavis.

board's decision, the County building department indicated that it would be prepared to proceed with the Review Board hearing evidence on each of the cited violations. With respect to the same issue, Metropolitan stated that the appeal on each cited violation should be remanded back to the County appeals board and the Aminrazavis stated that the appeal on each cited violation should be heard by the Review Board.

Suggested Issues for Resolution by the Review Board

1. Whether to overturn the decision of the County appeals board which held that Metropolitan is summarily not responsible for the cited violations, without consideration of each cited violation; and if so,
2. Whether to remand the appeal back to the County appeals board for the County appeals board to determine whether to uphold the County building department's decision concerning each cited violation; and if not,
3. Whether to uphold the County building department's decision concerning each cited violation.

Appeal of
Fairfax County
Appeal No. 12-7

Combined Documents

Copy of contract

16th

JG p. 1

THIS AGREEMENT made this 16th day of September, 2008, by and between MENDI AND MARYLYNN AMIRAZAVI

Hereinafter referred to as the Owner,

and

METROPOLITAN INVESTMENT GROUP, LLC

Hereinafter referred to as the Developer.

WITNESSETH, that the parties hereto, agree, as follows:

PRICE AND PAYMENT: The Owner agrees to pay the Developer for the performance of the work herein set forth the sum of \$ 449,000.00 based on the preliminary/final specification and plans.

Deposit towards the final plans, grading plan, site development, specifications and other pre construction services.....	\$ 25,000.00
When demolition is complete.....	\$ 25,000.00
When foundation is complete.....	\$ 35% which is 139,650.00
When under black paper with windows installed....	\$ 25% which is \$ 99,750.00
Ready for drywall.....	\$ 20% which is \$ 79,800.00
After 1st trim.....	\$ 15% which is 59,850.00
Final.....	\$ 5% which is \$ 19,950.00

The Developer is authorized to adjust the above schedule of payments in an amount no more than 10% in accordance with the construction requirements set forth above. Payments are due no later than 3 days after approval of each draw. A later charge of 25.00 per day will be paid to Developer by Owner for each additional day thereafter, until paid. If payment is not received within five (5) working days, work will cease and Owner will not be allowed to continue work of any type on the house in any manner. Owner agrees to pay attorneys' fees of 25% of any amount due to Developer under this contract and addendums if placed with an attorney for collection.

DIRECT PAYMENT BY ESCROW AGENT: The parties hereto agree that all payments due to Developer for work done and materials ordered shall be made directly to the Developer by the Escrow Agent without the joinder of the Owner and the Owner herein authorizes and directs the Escrow Agent to make payments directly to the Developer. Developer requires the Owner to place said funds in escrow with Escrow Agent of Developer's choice (American Bank, Greenbelt, MD). After the initial deposit of \$25,000 is remitted to Developer by Owner, Owner will place \$175,000 in escrow with the Escrow Agent. Payment for demolition shall be made from escrow. On or before December 19, 2008, Owner will deposit the remaining balance due of \$ 249,000.00 with the Escrow Agent. These funds held in escrow shall be disbursed pursuant to the terms of the draw schedule in paragraph 1 above.

DESIGN AND LOCATION: The Developer shall erect and build plan Southampton Bay Plan 6684 (the building) on premises of the Owner situated at 6061 River Drive, Mason Neck, and Virginia, 22079. Developer reserves the right to use the Owner's house as a model during construction and allow potential customers access to the house. Developer may take photos of the Owner's house and use the photos to display the type of product offered to potential customers, and for current and future advertising material without compensation to Owner.

COMPLETION: Every effort shall be made to accommodate the Owner, however, there are day-to-day uncertainties in the development and construction process due to conflicting schedules, subcontractor reliability, and the like. Owner acknowledges that unlike the routine steady pace of the manufacturing business, progress on the project will come in spurts, with periods of great activity and other periods of apparent inactivity. The work to be performed shall be substantially completed within 10 months of commencement of construction except as otherwise provided herein. The parties hereto agree and acknowledge that due to normal variations in the custom construction process, including ordering, manufacturing and installation of selections, the completion date may be sixty days earlier or later than projected. If no Certificate of Occupancy or Residential Use Permit has been issued by Fairfax County within 12 months from the commencement of construction, the Developer shall compensate the Owner for storage and lodging in the amount of \$250.00 per day until said Certificate or Permit has been issued.

EXCUSED DELAYS: The Developer shall not be liable for any delay in the prosecution or completion of the work: (1) caused by the act, neglect, default of the Owner, or (2) as a result of changes or alterations in the plans and specifications made by the Owner, or (3) by damage by fire, earthquake, erosion, or other casualty for which the Developer is not responsible, or (4) by strike, walk-outs or any other acts of employees of suppliers of labor or materials, over which the Developer has no control or for which the Developer is not responsible, or (5) by weather or other acts of God.

PLANS INCLUDED IN AGREEMENT: The building shall be erected in accordance with the final working blueprints, specifications, worksheets, selections sheets which shall be duly executed and which are made part of this Agreement, all of which are hereinafter referred to as the "Agreement." Plans shall be ordered from plan warehouse and modified to encompass changes required by Owner and required by Fairfax County Building Review. Such changes shall include an allowance of up to 20 hours of architect/designer hours. Any work beyond 20 hours shall be billed to Owner at the standard design rate of \$145.00 per hour. Developer shall furnish all the materials and perform all the work as required to complete the building in accordance with this Agreement, except for work and material to be completed and furnished by Owner as provided herein, if any. Specifications supersede any and all construction documents.

PLACEMENT OF BUILDING; EXCAVATION: Developer will excavate and erect the

foundation, machine backfill the foundation with materials excavated upon the premises and complete the structure in accordance with the Agreement; Owner agrees, that in the event additional back-fill or removal of dirt from the lot is required, that it shall be supplied or removed by Developer at Owner's additional cost.

UNUSUAL CONDITIONS: In the event that the Developer encounters any unusual conditions during the course of construction, including but not limited to, rock, quicksand, sinkholes, water, springs or other conditions requiring additional work which, in the sole opinion of the Developer is considered to be unusual (such as the removal of rock by blasting or drilling or by special excavation, or the installation of special footings, sub base, foundation walls or drain tiles, or the usage of concrete pumps) the Owner shall pay to the Developer, at Developer's standard rate and charges, the cost to Developer of remedying the unusual condition. Developer's judgment as to the scope of work and price to be charged therefore shall be binding on the parties to this contract.

In the event that additional concrete is required than is herein provided because of site conditions, Owner hereby authorizes Developer to supply and install the additional concrete and Owner agrees to compensate Developer for any additional costs associated herewith.

The construction industry has different methods of doing similar tasks; therefore Developer cannot warrant from one house to another that a similar task or layout method will be performed in the same manner.

DEMOLITION: Demolition of the existing structure is included in this Agreement. Owner hereby grants full salvage rights to Developer of all remaining materials on site.

PERMITS; UTILITIES: The Owner shall be responsible for obtaining all necessary permits or authorizations from Federal bureaus or departments including the Corps of Engineers. Developer shall be responsible for obtaining all necessary permits from all local and or state entities. However, in order to maintain cost controls, permits shall be issued in the name of the Owner for this project. Owner shall be responsible for obtaining permission, as appropriate, from any Home Owners Association if required. Developer shall obtain VDOT permit if required save that such permit shall be issued in the name of Owner with Owner responsible for any Surety Bond that may be required by VDOT. Developer and Owner agree to appoint Quinto & Wilks, PC., 3441 Commission Court, Woodbridge, Virginia 22192, Esquire as Mechanic's Lien Agent. Quinto & Wilks, PC. shall apply for electric, water, and gas (if applicable) service from utility companies. If needed (cold weather only), Owner shall be billed for the cost of temporary heat to cure installed drywall.

WORK BY OWNER: In the event Owner desires or may be required to provide labor and materials not included in this Agreement, Owner shall not do so without prior written authorization of the Developer and shall do so only in such a manner as to not delay the progress of the Developer's work. In the event Owner does not promptly complete the work Owner is obliged to do hereunder, Developer may complete same and Owner shall

pay Developer's costs plus twenty-five (25%) for overhead, supervision, work and materials.

INTERFERENCE WITH CONTRACTOR'S WORK: Owner agrees not to interfere with the progress of the work.

Should the Owner fail to make scheduled payments when requested, Developer may consider such failure a breach of this Agreement and such breach will excuse Developer from further performance. In such event, Developer shall promptly receive all sums due to ~~hereunder, including profit lost~~ *to that of*
pro factum

INSURANCE: RISK OF LOSS: Developer shall carry workmen's compensation and liability insurance for the benefit of Developer and its employees. Developer shall ensure that all sub-contractors also carry adequate workmen's compensation and liability insurance.

Notwithstanding any insurance carried by Developer, prior to the commencement of any work on the property, Owner shall obtain an all risks hazard insurance policy protecting the property any other structures erected thereon against loss or damage by fire, storm, theft or other hazardous condition or calamity. Said policy shall also provide liability protection to Developer, its employees, contractors, subcontractors, successors and assigns for any loss, claim, action or suit, either at law or equity, for injury to persons or damage to property, regardless of cause. Said policy shall cover all materials and equipment used in building. Owner must obtain Builder's Risk Insurance prior to commencing demolition or construction under this contract. Owner, as indemnity, on behalf of himself his heirs, administrators, executors, successors, or assigns or anyone claiming by or through Owner, shall save, defend, keep harmless and indemnify Developer, its employees, subcontractors, successors and assigns, of and from any and all loss, claim, damage, cost, charge, liability or exposure, actions or suits, including court costs and attorney's fees, arising out of the demolition and construction of any building or dwelling on Owner's property.

SETTLEMENT AGENT: Because of the need to expeditiously obtain mechanic's lien insurance coverage, and to avoid delays in the disbursement of the construction proceeds, Owner agrees to use the services of the settlement agent designated by Developer. Owner also agrees to the appointment of the Mechanic's Lien Agent designated by Developer pursuant to paragraph 10 above.

COMPLIANCE WITH CODES; ADDITIONAL COSTS: In the event that any municipality or government ordinance, code or regulation requires plumbing, electrical, or other requirements different from or in addition to that called for by this Agreement, Developer shall give Owner notice of same and Owner shall compensate Developer for any additional work and materials required at Developer's usual rate.

SUBSTITUTION OF MATERIALS: In the event that the Developer is unable to obtain the exact materials specified by this Agreement through the Developer's ordinary and usual

sources of supply, the Developer shall have the right to substitute materials of a similar pattern, design and quality provided said substitution is agreeable to Owner.

INSPECTION AND OCCUPANCY: Developer shall at reasonable time permit Owner to inspect said construction and buildings but Owner shall not be entitled to keys or possession of the building prior to payment of all sums due under this Agreement. IN NO EVENT SHALL THE OWNER OCCUPY OR TAKE POSSESSION BEFORE FINAL PAYMENT HAS BEEN RECEIVED AND/OR THE OWNER OBTAINS WRITTEN CONSENT OF THE DEVELOPER. IN THE EVENT OWNER BREACHES THIS PROVISION HE SHALL BE DEEMED TO HAVE ACCEPTED THE HOME "AS IS" AND DOES THEREBY WAIVE ANY CLAIMS AGAINST DEVELOPER TO COMPLETE THE BUILDING OR OTHERWISE. A breach of this provision by the Owner shall be considered a breach of the contract by the Owner and shall entitle the Developer to stop work or terminate this contract and recover from the Owner payment for all work executed and any loss sustained at a reasonable profit and damages. Owner acknowledges that entry into the construction site shall be the sole and exclusive risk of Owner. Owner hereby waives any and all claims against Developer for personal injury or property damage incurred by Owner in or about the construction site.

ENTIRE AGREEMENT AND CHANGES: It is understood and agreed that the entire agreement of the parties is contained in this Agreement, plans and specifications. THE PARTIES WARRANT THAT THERE EXISTS NO OTHER AGREEMENTS, WRITTEN OR ORAL PERTAINING TO THIS TRANSACTION.

NOTICE OF COMPLETION AND FINAL INSPECTION: Except as set forth herein above, the dwelling shall be considered completed when it has been constructed in substantial conformity with the plans and specifications herein above mentioned and when said building has passed final inspection by Fairfax County. Upon completion of performance under this Agreement, Developer shall give Owner notice of said completion and Owner shall thereafter, within five (5) days of said notice by Developer, inspect the premises with a representative of Developer and advise Developer, in writing of any defects, deficiencies or deviations in materials or labor. Developer will have ten days after the inspection to repair any defects or deficiencies documented at said inspection. Failure of Owner to inspect, and give notice as aforesaid, enumerating said defects, shall be deemed a waiver of any claim thereafter by Owner of said defect, deficiency or deviation and Owner does hereby release Developer from any claim arising therefrom. Developer is not responsible for settlement of yard, after final grade, seeding and stabilizing. This is the responsibility of the Owner.

WARRANTY PROCEDURE: Developer provides a one year warranty on all systems and workmanship and a ten year structural warranty. In the event there are any defects in workmanship or materials in the first year after completion of home, Owner shall promptly give Developer written notice of same and Developer shall be afforded the opportunity to remedy, replace or repair the said defective work. Owner's failure to give Developer written notice as aforesaid and Owner's failure to afford Developer the opportunity to replace, repair or remedy the said defective work or material shall

constitute a waiver by Owner of any claim by Owner for said material or workmanship. Warranties provided by Developer are non-transferable.

UNUSED MATERIALS: It is understood and agreed that the Owner shall not be entitled to any unused material, which has not been incorporated into the building.

BINDING EFFECT: This Agreement shall be binding upon the parties, their heirs, executors, administrators, successors and assigns.

NOTICES: All notices hereunder, to Developer shall be sent to Developer at 6300 Little Ox Road, Fairfax Station, VA 22039. Notice to Owner shall be sent to Owner at 14030 Holly Forest Dr. Manassas, VA 20112

DEPOSIT: It is agreed that Owner shall pay \$ 25,000.00 to Developer, as a deposit toward the purchase price. It is also agreed that should Owner, after making application, not receive a building permit, all deposits shall be returned to Owner, less all costs incurred by Developer. If plans and final pricing are not acceptable, Owner will be entitled to a refund less all costs incurred by Developer. However, if Owner shall decide to cancel this contract prior to construction and without proper cause, Developer will be compensated for work done to date of cancellation. Use of plans without written permission by Developer will result in a penalty to Owner of 25,000, legal fees and court costs.

ESCROW AND SETTLEMENT AGENTS: Due to the administrative cost of doing business with multiple lenders, banks, escrow and settlement agents, settlement and escrow must occur with business' on our approved list.

WAIVER OF TRIAL BY JURY: Owner hereby waives all right to trial by jury in any claim, action, proceeding or counterclaim on any matters arising out of, or related to this Agreement and/or the relationship of Owner and Developer.

PRICE LOCK: If work has not commenced within 90 days of this contract and such delay is not caused by Developer, the Developer reserves the right to increase price charged herein. If this contract is canceled due to prices increases, all deposit money less expenses incurred by the Developer will be refunded to Owner within thirty days of cancellation.

NO LIABILITY FOR WORK OF OTHERS: As a convenience to Owner, Developer may recommend subcontractors, surveyors, attorneys and the like. Developer assumes no liability for the performance of work by said parties, and Owner agrees that any services performed by said parties are rendered solely for the benefit of the Owner.

QUALITY: Developer prides itself on its quality and craftsmanship and is dedicated to developing your building to the same level of quality as is represented in the model home you have visited at 3517 West Ox road, Fairfax, VA. 22033. This home is representative of quality and not of specifications or methods of construction.

MATERIAL DEFAULT BY DEVELOPER: In the event of a material default by Developer, Owner may cancel this contract provided a notice of material default and opportunity to cure or correct said material default will be provided by Owner to Developer within 3 days of Owner's determination. Should Developer fail to cure or correct said material default Owner will have no liability to the Developer and no further money will be paid to the Developer. Also Owner shall be entitled to all plans, drawings, permits, etc., to allow Owner to complete the project without any further compensation paid or owing to the Developer.

A Material Default is defined as the failure to do something that is so important or of such substantial character as to defeat the purpose or object of this contract.

By signing this Agreement, you acknowledge that you have visited our home at 3517 West Ox Road in Fairfax and have taken the time to review and study the quality of construction in that home. Developer will erect your building to the same standards of construction used.

Owner hereby acknowledges, agrees and accepts the above description as the standard of quality for this project.

Owner: M. Amin Amin

Owner: Marylou Amin

Printed Name(s): Mehdi Aminazavi

Marylou Aminazavi

Date: _____

METROPOLITAN INVESTMENT GROUP, LLC

By: DAVID GUGUEMI

Title: PRESIDENT

Date: 9/16/18

Fairfax County, Virginia
Department of Public Works and Environmental Services
Permit Application Center
12055 Government Center Parkway
Fairfax, Virginia 22035-5504

DEMOLISH ENTIRE STRUCTURE

Permit Number: 83470100

Issue Date: 04/24/2009

Tax Map ID: 122-1 / 02 / 10008

Job Address: 6061 River Dr
Lorton, VA 22079-4125

Plan No: N-08-4192

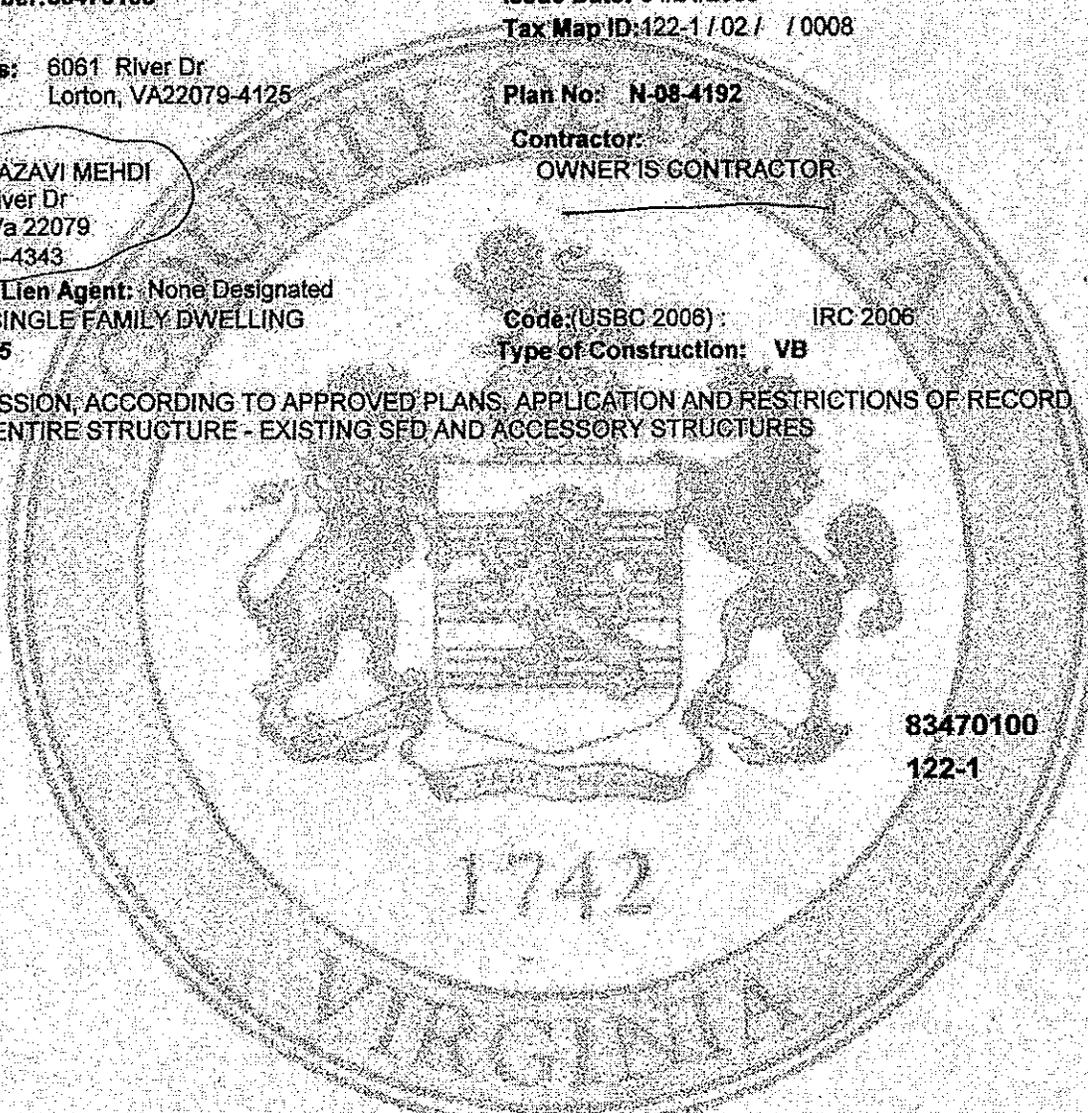
Issued To:
AMINRAZAVI MEHDI
6061 River Dr
Lorton, Va 22079
(703)623-4343

Contractor:
OWNER IS CONTRACTOR

Mechanic's Lien Agent: None Designated
Structure: SINGLE FAMILY DWELLING
GROUP: R5

Code (USBC 2006): IRC 2006
Type of Construction: VB

HAS PERMISSION, ACCORDING TO APPROVED PLANS, APPLICATION AND RESTRICTIONS OF RECORD
TO: DEMO ENTIRE STRUCTURE - EXISTING SFD AND ACCESSORY STRUCTURES



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122-1

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Note to Property Owner: In accordance with Chapter 102 of the Code of the County of Fairfax, the property address must be displayed on the property in such a manner as to be visible from the public right of way. A copy of the building permit shall be posted on the construction site for public inspection until the work is completed.

Prior to beginning construction, contact your Homeowners' Association regarding any restrictive covenants governing property improvements. Sometimes, covenants may be more restrictive than the Fairfax County Code. Furthermore, requirements of covenants are not addressed by the issuance of your building permit.

The permittee is required to notify all utilities before commencing any underground construction and must receive the proper clearances from the utilities as prescribed in the Code of the County of Fairfax. (Miss Utility - 1-800-257-7777)

BUILDING OFFICIAL

To Schedule an Inspection:

Internet - www.fairfaxcounty.gov/fido
Call Center - 703-222-0455

AIRS - 703-222-2474
TTY, VA Relay - 711

Fairfax County, Virginia
Department of Public Works and Environmental Services
Permit Application Center
12055 Government Center Parkway
Fairfax, Virginia 22035-5504

NEW SINGLE FAMILY DWELLING

Permit Number: 83470099

Issue Date: 05/19/2009

Job Address: 6061 River Dr
Lorton, VA22079-4125

Tax Map ID: 122-1 / 02 / / 0008

Tenant Name:

Plan No: R-08-2160

Issued To:

Contractor:

AMINRAZAVI MEHDI
6061 River Dr
Lorton, Va 22079
(703)623-4343

OWNER IS CONTRACTOR

Mechanic's Lien Agent: None Designated

Structure: SINGLE FAMILY DWELLING

Code: (USBC 2006) : IRC 2006

GROUP: R5

Type of Construction: VB

HAS PERMISSION, ACCORDING TO APPROVED PLANS, APPLICATION AND RESTRICTIONS OF RECORD TO: BUILD CUSTOM SFD AND FINISHED BASEMENT WITH NO WETBAR, NO 2ND KITCHEN AND NO BEDROOM AND BUILD COVERED FRONT PORCH AND BUILD LANDING WITH STAIRS

Site Related Approval Conditions and Alerts

- Problem Soils - See approved grading plan, site plan and/or soils report.
- Responsible Land Disturber: KAPINOS, BRIAN A

83470099
122-1

FLOODPLAIN PRESENT ON SITE

FEMA Floodplain? Y

Required Elevation: 1

Lowest Structural Member as Approved: 1

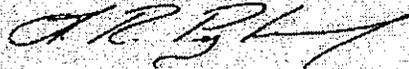
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BUILDING OFFICIAL



Schedule an Inspection:

Internet - www.fairfaxcounty.gov/fido
Call Center - 703-222-0455

AIRS - 703-222-2474
TTY, VA Relay - 711

Inspection Report

Inspection Date: February 2, 2011

Location: 6061 River Dr., Lorton, VA 22079

Commissioning Party: Mehdi Aminrazavi

Product: 0.64" x 5" Brazilian Rosewood

Parties Present: Homeowner

Inspected by:

Owen Pigott, Certified Wood Flooring Inspector, Lic. # CP233310

Statement of Concern: Cracks throughout the wood; wood splitting, gaps and uneven boards, boards creaked when walked on.

Claim History:

Homeowner reported:

- House was being built and not yet occupied when hardwood flooring was installed in January, 2010. The HVAC system was not operational at the time of installation. No portable source of heating was used.
- Installer dropped hardwood flooring off in December 2009, and stacked inside the home. The HVAC system was not operational at the time, and no portable heating or humidification system was used.
- The homeowner, at the direction of the builder, Mr. David Guglielmi, went to Lumber Liquidators and picked out a style of flooring within a budgeted price range.
- The homeowner indicated that there was no on-site installation supervisor during the flooring installation. When he asked Mr. Guglielmi who the job supervisor was, Mr. Guglielmi indicated that he was the job supervisor.
- The homeowner reported that the problems identified for this inspection were present from the beginning. Repeated requests were made during the installation and after the installation to have problems observed by the homeowner corrected by Mr. Guglielmi. The homeowner reported that Mr. Guglielmi promised to correct all the problems reported, but never did.
- Homeowner reported that during the summer, one section of the floor buckles, where the flooring raises up and separates from the subfloor.

Note: Multiple attempts were made to contact Mr. Guglielmi by phone as well as by email. He was identified by the homeowner as the person responsible for the wood flooring installation. Voice mail messages were left on 3 separate occasions, but the messages were not returned.

Physical Description:

- Approx. 1,200 sq. ft. of hardwood flooring is installed in the main living room. (IMG_1008, IMG_1010, IMG_1011). The south-facing back wall has sliding glass doors that opens to a deck. Entry is from the north side of the room from stairs leading from the front door.
- Splits were visible in the floor as viewed from a standing position in the main living room.
- Abnormal gaps were visible between boards at various locations in the room.
- Audible squeaking of the floor was observed at various points when walked upon.
- In some locations in the room, some deflection can be felt, when walking on the floor.
- At the time of inspection, no buckling of the floor was observed.

Testing:

1. We were unable to determine the manufacturer and the model number of the flooring material. The retailer who sold the product to the builder could not confirm the manufacturer. The builder did not return our phone calls.
2. Temperature and relative humidity were measured using a digital hygrometer. At the time of the inspection, the temperature was 70° F, and relative humidity was 22%.
3. The moisture content (MC) of the wood flooring was measured at 12 points around the room using a Ryobi pinless meter (IMG_1022). The readings ranged from a low of 8% to a high of 10%. The subfloor was accessible only from a small utility room in the lower level. The MC of the subfloor measured with a Ryobi pinless meter was 9%.
4. The subfloor material is 23/32 inch OSB panels, which meets the subfloor requirement for joist spacing up to 19.2 inches o/c. Refer to Applied Industry Standard (5).
5. The nailing schedule of the floor was measured along five planks in the middle of the living room floor using rare earth magnets (IMG_1092, IMG_1094, IMG_1095). Fastener spacing along the length of the strips is in the range of 6" to 9". However, several planks in the test area did not have the minimum of two fasteners per piece, and did not have fasteners within 3" of the ends, which are required by industry guidelines. Refer to Applied Industry Standards (4).
6. The perimeter gap on the north and south sides of the room were examined using a putty knife and paper clip (IMG_1018). It was found that at multiple points along both walls, the perimeter gap was less than the thickness of the paperclip (0.04") indicating an insufficient perimeter gap around the room. Refer to Applied Industry Standards (3).
7. The gaps in the wood flooring were examined and measured. The largest gaps were typically 0.09" as measured with a feeler gauge and digital caliper (IMG_1023, IMG_1028). It was evident that at least some of the gaps existed at the time of installation, since they were filled with wood putty by the installer (IMG_1014, IMG_1030, IMG_1055, IMG_1069). This is indicative of either a quality control problem during the milling process, or a distortion of the boards due to improper acclimation. The filler material separated from the boards as the wood flooring expanded and contracted with the normal seasonal changes.
8. Numerous splits in the wood flooring were examined. Fifty areas of concern have longitudinal splits in the wood that run parallel to the grain of the wood. Some are along the end; some are in the center of the board. Refer to the following photos for images of the splits in the wood flooring:

IMG_1017	IMG_1039	IMG_1048	IMG_1060
IMG_1025	IMG_1041	IMG_1049	IMG_1063
IMG_1031	IMG_1042	IMG_1050	IMG_1067
IMG_1035	IMG_1043	IMG_1051	IMG_1076
IMG_1036	IMG_1045	IMG_1053	IMG_1089
IMG_1038	IMG_1046	IMG_1054	IMG_1090

The splitting in the wood ranged from less than 2 inches to approximately 15 inches long.

9. The homeowner had a supply of extra boards left over from the installation stored in the garage. Twelve boards were examined and splits were observed in six of the twelve boards. Refer to IMG_1100 to IMG_1105 for examples). IMG_1102 and IMG_1103 show that the splits occur in a radial direction, across the growth rings. Refer to Applied Industry Standards (7) for origins of splits in wood.
10. Some boards were installed that should have been discarded because of surface defects (IMG_1079), milling defects (IMG_1061), or mechanical damage at installation (IMG_1032). The homeowner indicated that the installation crew had to discard about 20% of the wood flooring, because of visible splits in the wood or other quality defects. Installers will usually order 5% to 10% extra material to account for defective boards or cutoff waste. However, 20% defects in the boards is not normal, and points to a product with lower quality standards. The sales representative at Lumber Liquidators, where the flooring was purchased, indicated that the quality of a board he examined appeared to be from a "closeout" or "odd lot" sale, which is sold "as is" without the manufacturer's warranty. The higher level of defective boards would be more common for such closeout sales. This could not be confirmed with the general contractor for the home, because he did not return phone calls requesting information.
11. **Determination of flooring acclimation:** Homeowner indicated that flooring was delivered in December 2009 and installed in January 2010. Homeowner indicated HVAC was not operating during the acclimation period or during installation, and no portable heating system was used. Applied Industry Standard (2) defines the required acclimation of the wood flooring prior to installation. When boards are subjected to dry conditions (e.g., in winter months), the boards will shrink from loss of moisture. The boards will undergo shrinkage and distortion that is a function of the direction of the growth rings. This shrinkage and distortion can affect the dimensions of the boards during installation, and can cause gaps to occur between boards. Refer to Applied Industry Standards(10). Proper acclimation insures that the boards are dimensionally stable and at or very near the MC at the time of milling.

Applied Industry Standards:

1. *NWFA Installation Guidelines and Methods*, Revised March 2007, Chapter 2, Page 5, states "Do not store wood flooring at the jobsite under uncontrolled climate conditions."
2. *NWFA Installation Guidelines and Methods*, Revised March 2007, Chapter 2, Page 5, defines the acclimation process to include verifying "that the building is maintained at normal living conditions for temperature and humidity." It also indicates that "where building codes allow, permanent heating and/or air-conditioning system should be operating at least five days preceding installation to promote proper acclimation." If permanent HVAC systems cannot be operated, then the recommendation is for "a temporary heating and/or dehumidification system that mimics normal temperature and humidity conditions."

3. *NWFA Installation Guidelines and Methods*, Revised March 2007, Chapter 9, Page 12, states "As a general rule, a 3/4" expansion space must be left around the perimeter and at all vertical obstructions."
4. *NWFA Installation Guidelines and Methods*, Revised March 2007, Appendix F, Fastener Schedule, Page 17, identifies fastener spacing for solid plank flooring 3/4" x 3" or wider as follows:
"Blind fastener spacing along the lengths of the strips, minimum two fasteners per piece near the ends (1-3"). In addition, every 6-8" apart for blind nailing, 10-12" for face nailing."
5. *NWFA Installation Guidelines and Methods*, Revised March 2007, Chapter 4, Page 2, states "On truss/joist spacing of more than 16" up to 19.2" (488 mm) o/c, the standard is ... nominal 3/4" (23/32" , 18.3 mm) OSB Exposure 1 subfloor panels, 4" x 8" sheets, glued and mechanically fastened.
6. *Wood Handbook—Wood as an Engineering Material*. General Technical Report FPL-GTR-190. Madison, WI: U.S. Department of Agriculture, Forest Service, Forest Products Laboratory, Page 4-5 indicates that below the saturation point:
"Wood changes dimension as it gains moisture (swells) or loses moisture (shrinks), because volume of the cell wall depends on the amount of bound water. This shrinking and swelling can result in warping, checking, and splitting of the wood ..."
7. *Splits and Cracks in Wood*, undated paper by Fred M. Lamb, Professor, Virginia Tech, Blacksburg, Virginia which indicates:
"...there are four categories or origins for splits and cracks in wood:
Resource Based
Processing Based
Changing Moisture Content Based
Use based" and

"The types of splits and cracks that occur during lumber drying fall into three major categories:
Surface Checks
End Checks or Splits
Internal Checking or Honeycomb

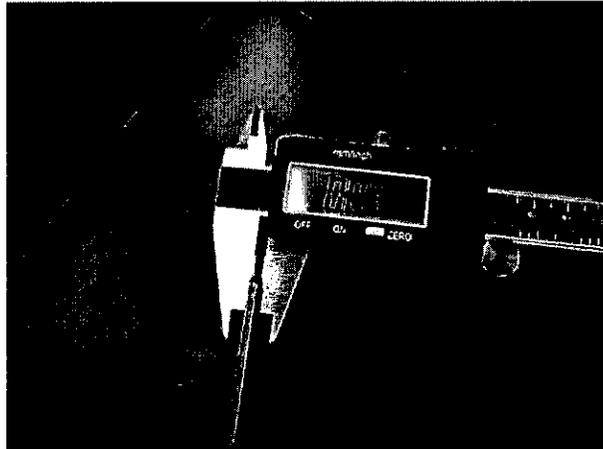
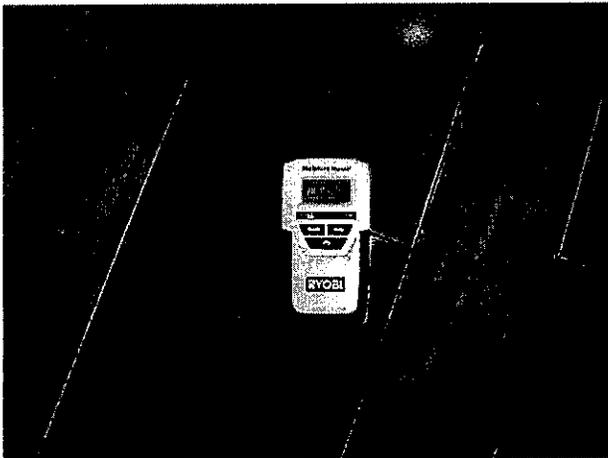
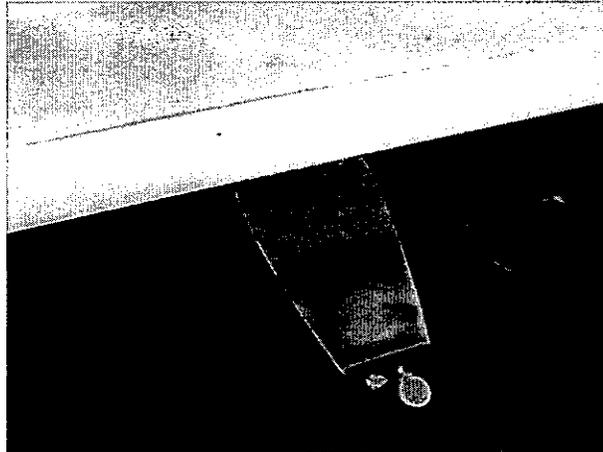
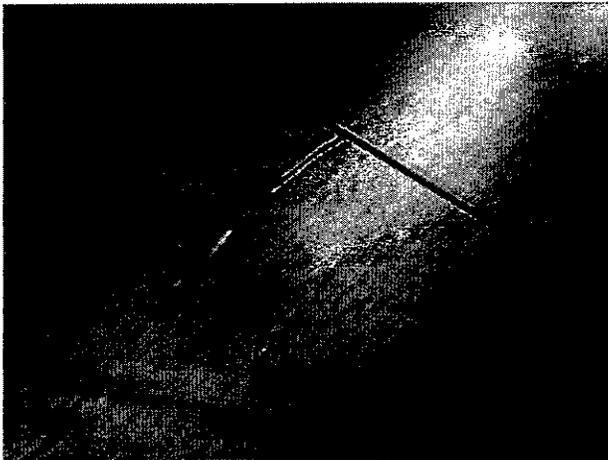
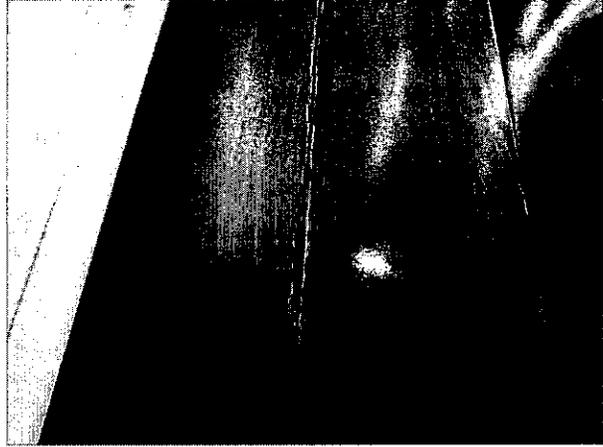
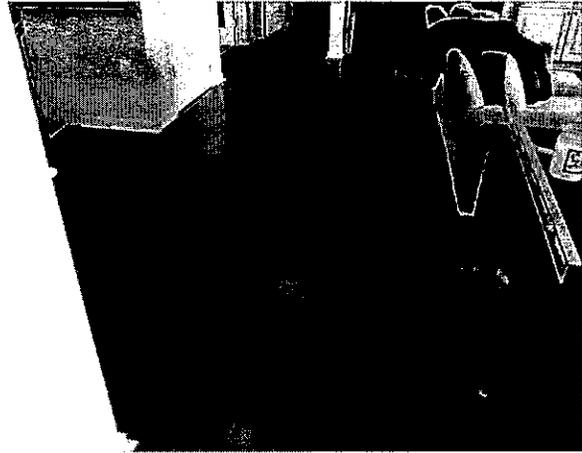
Conclusions:

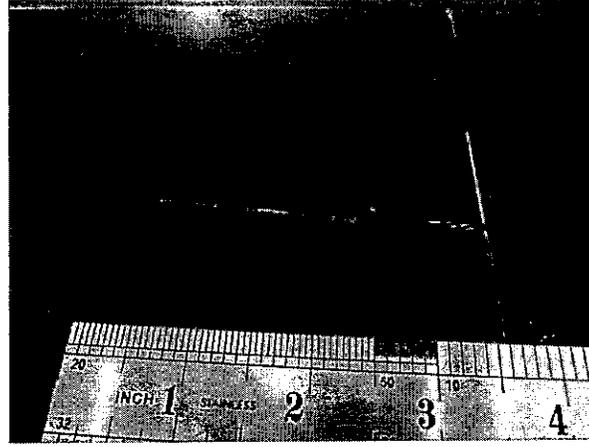
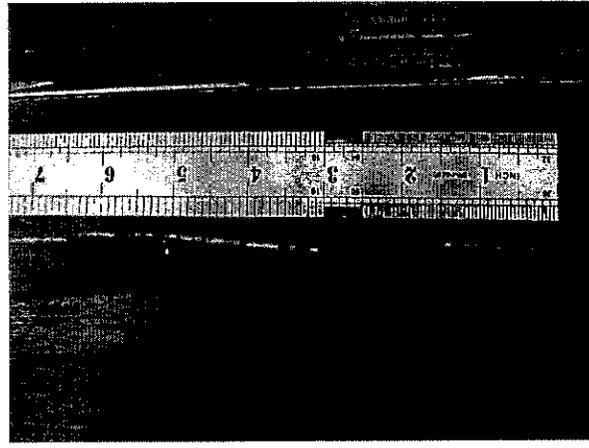
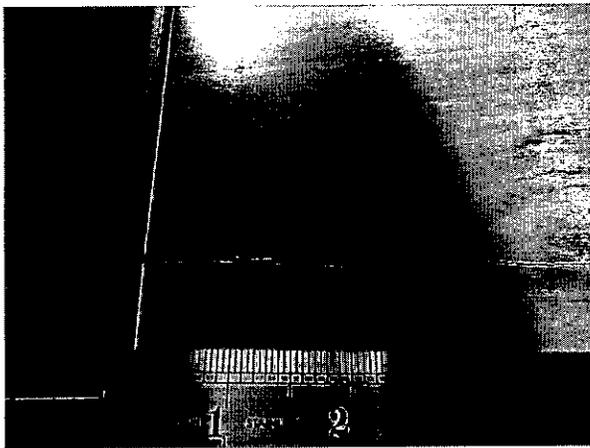
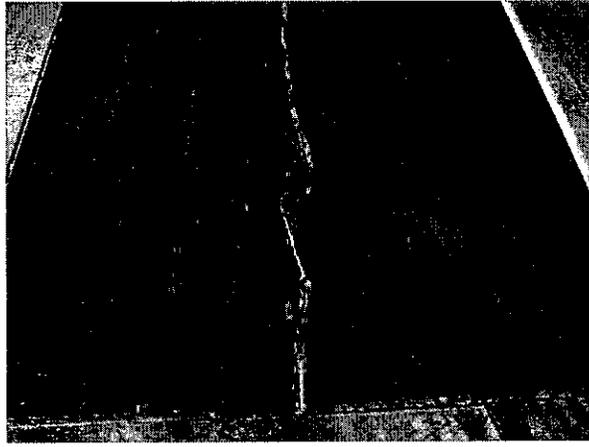
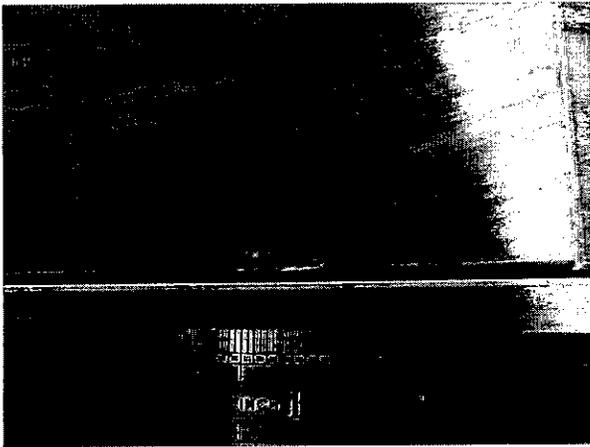
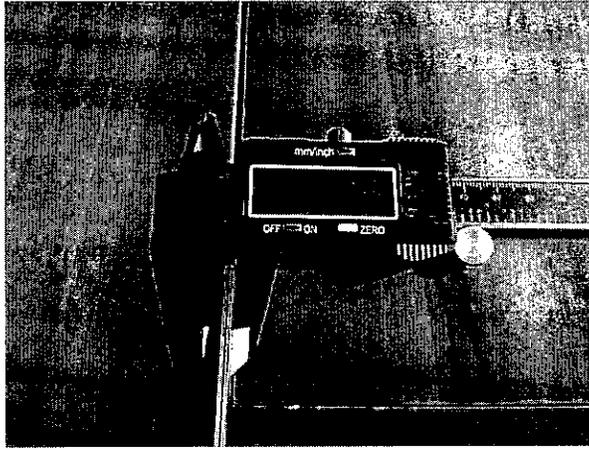
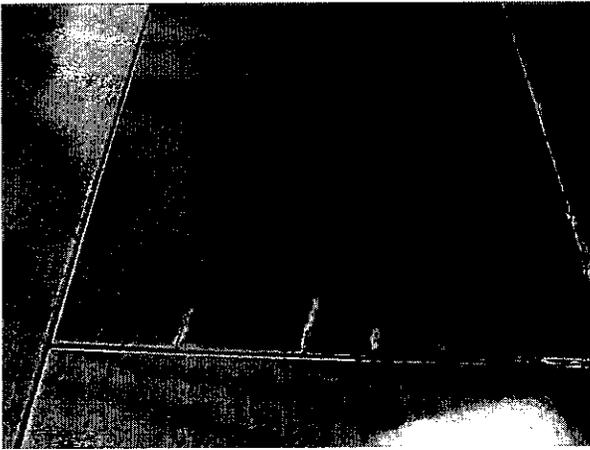
1. No moisture issues exist in the home at the time of inspection.
2. The floor was not acclimated to the living environment properly prior to installation, because the HVAC system was not operational and a portable heating/humidification system was not used.
3. Although it cannot be proven definitively, the high percentage of boards discarded at installation due to defects is indicative of a lower quality product obtained at a "closeout sale" from the retailer without warranty. The homeowner indicated he was unaware of, and did not approve a closeout sale purchase.
4. Since some uninstalled boards had splits, it is most likely that those splits were existent in the boards prior to arrival at the site.
5. The perimeter gap at the time of installation did not meet industry standards.

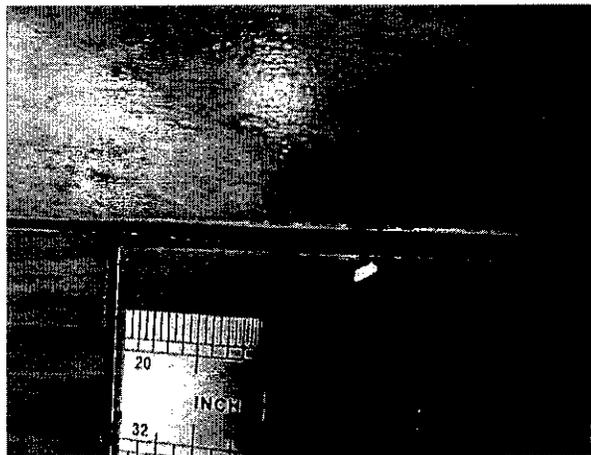
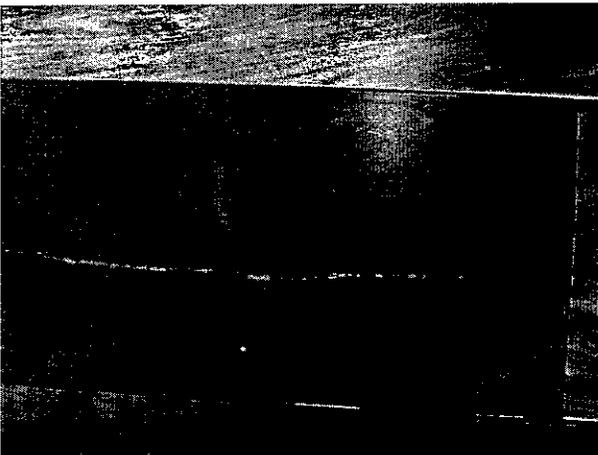
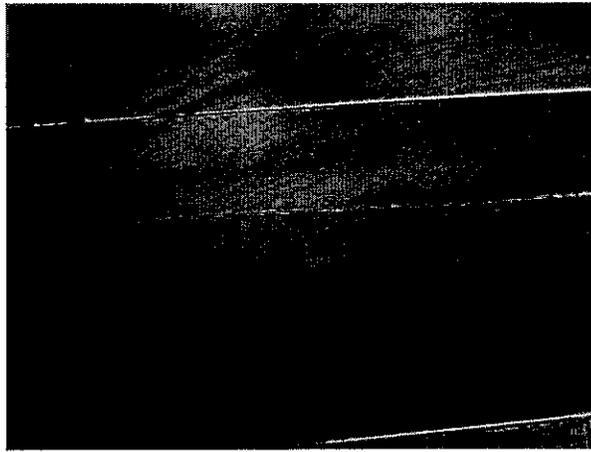
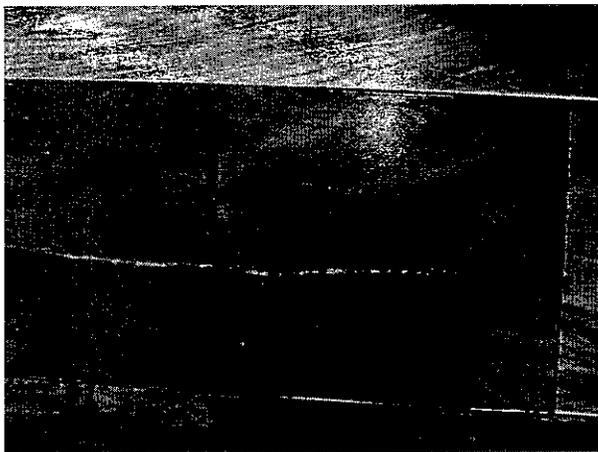
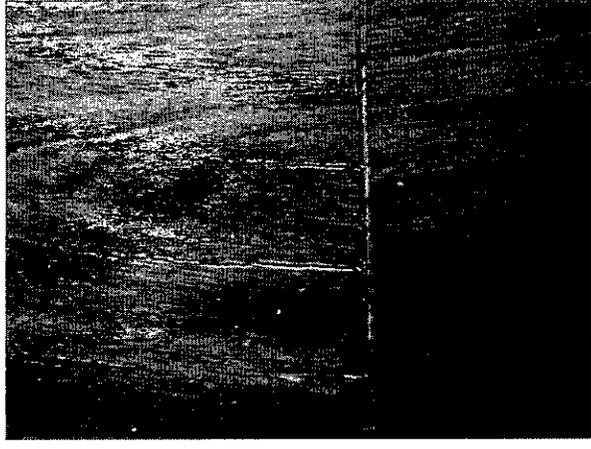
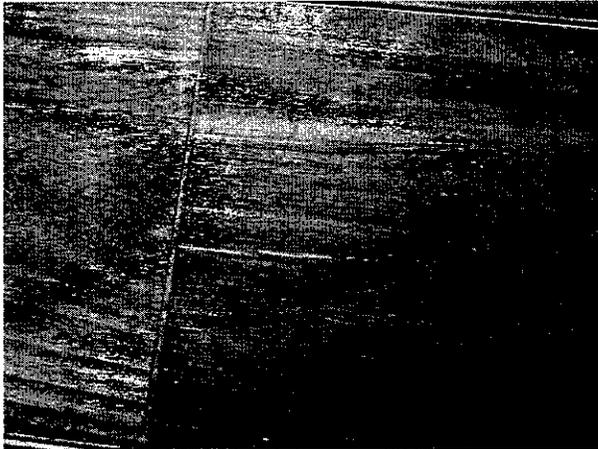
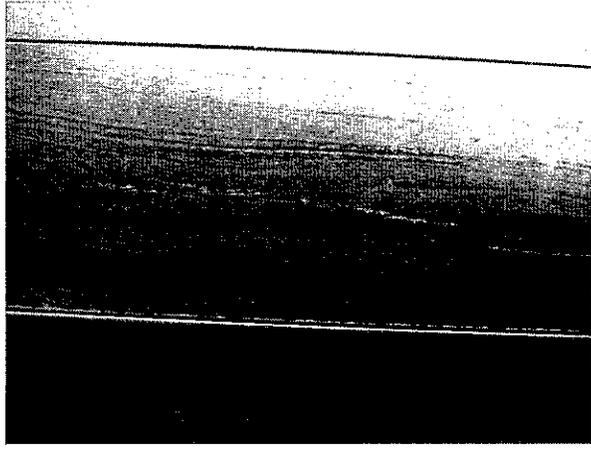
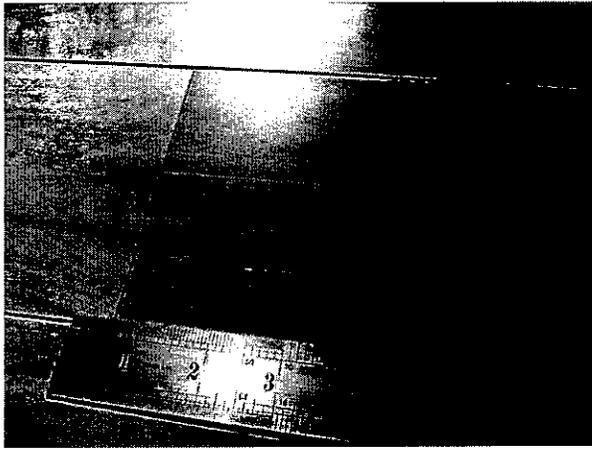
6. The nailing schedule for the flooring installation did not meet industry standards.
7. Gaps in the flooring existed at the time of installation, as evidenced by installer's use of putty filler to fill gaps.

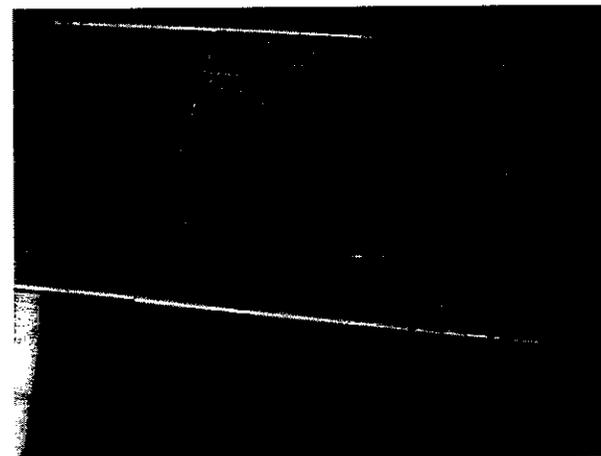
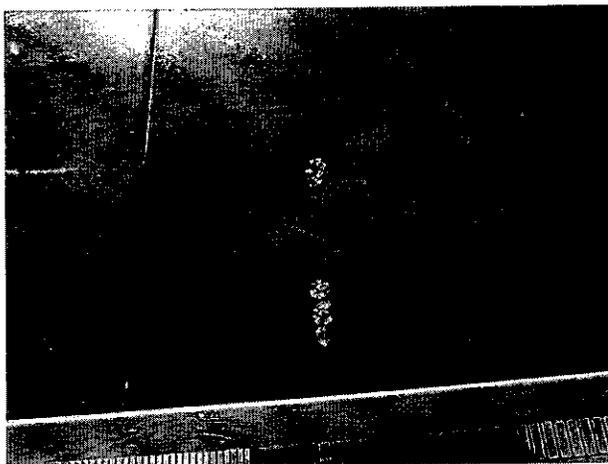
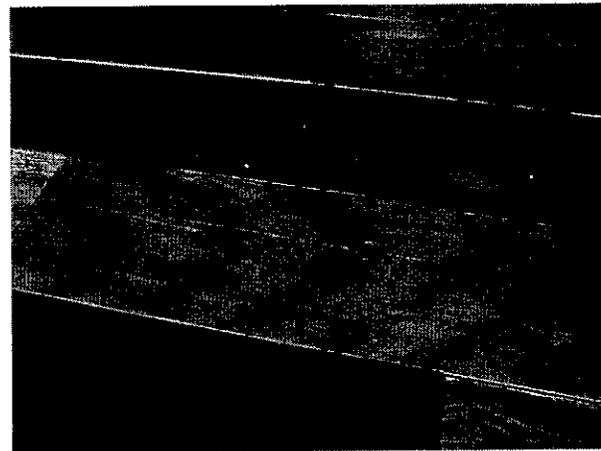
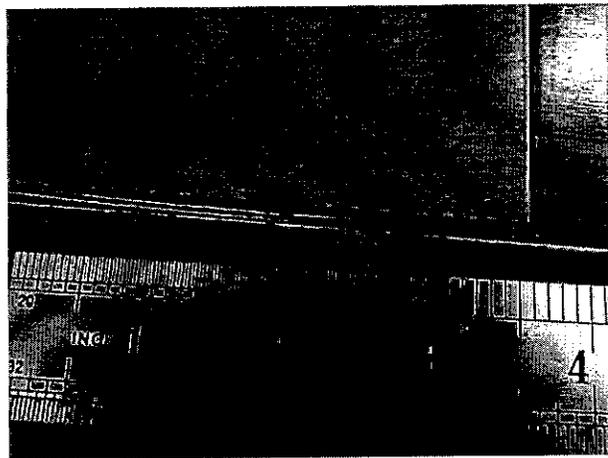
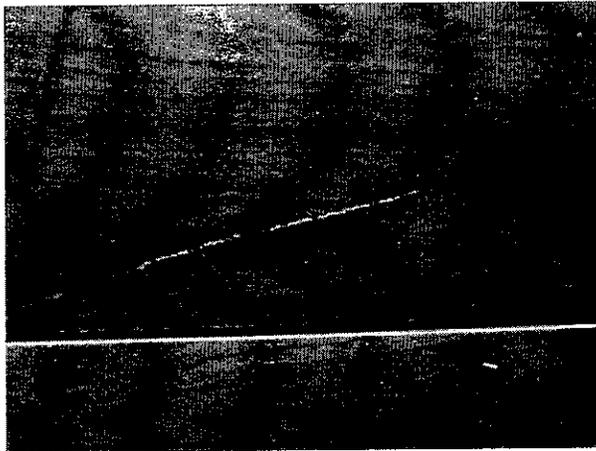
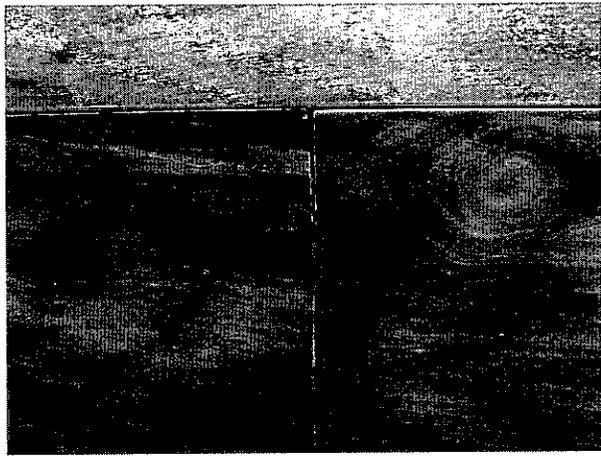
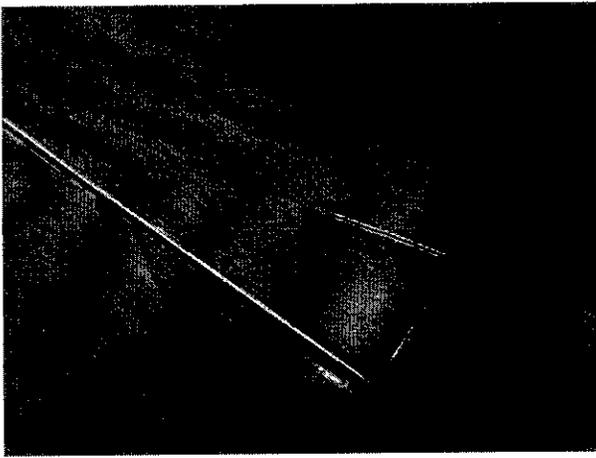
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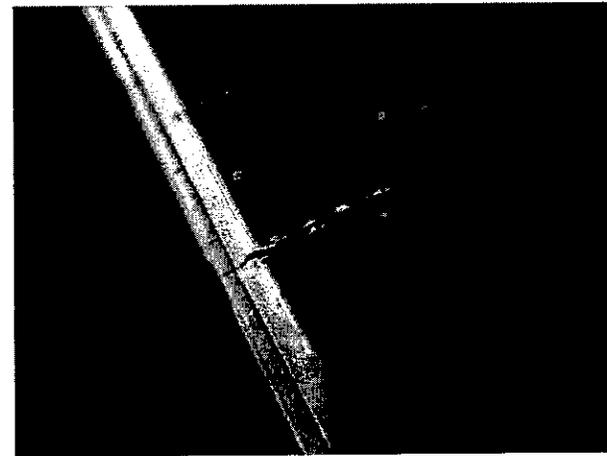
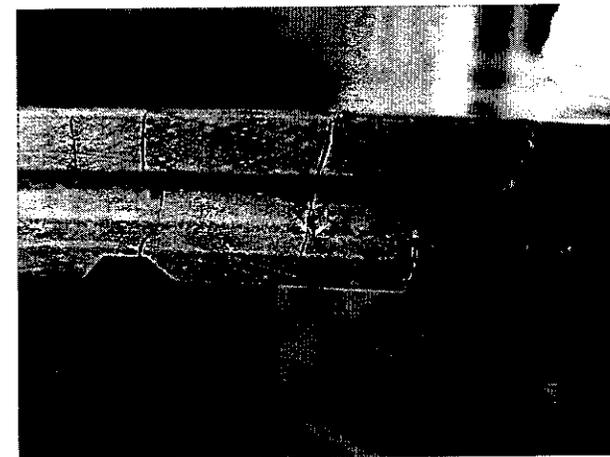
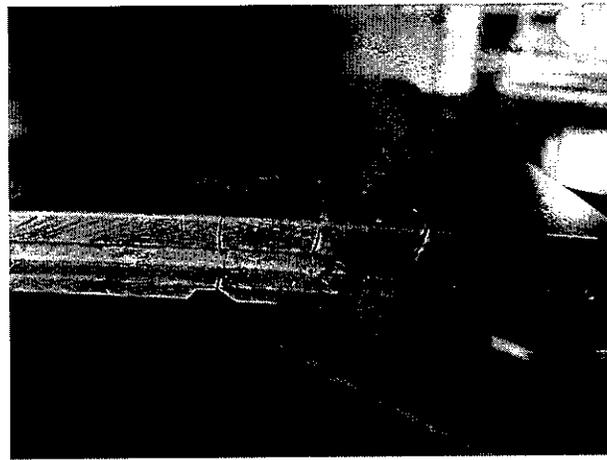
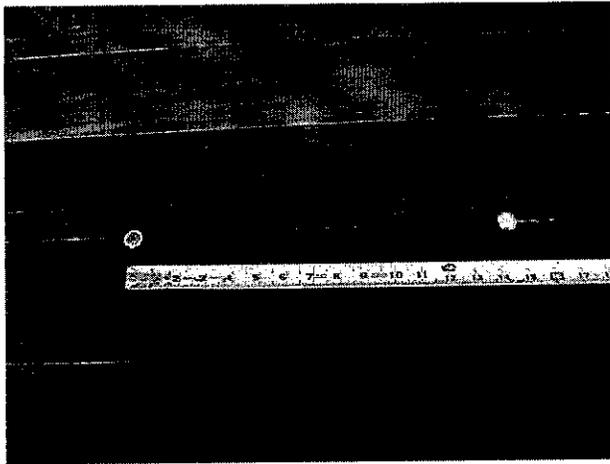
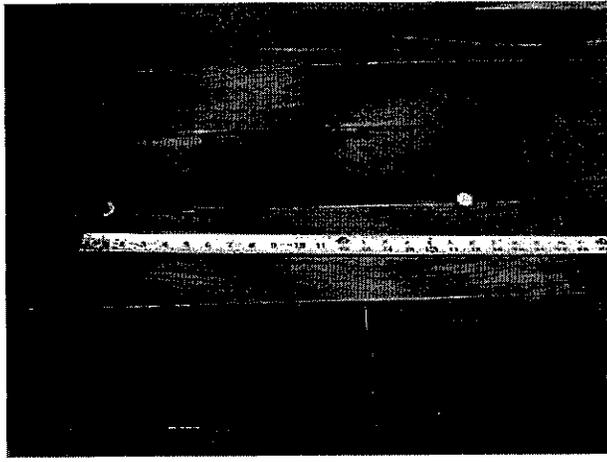
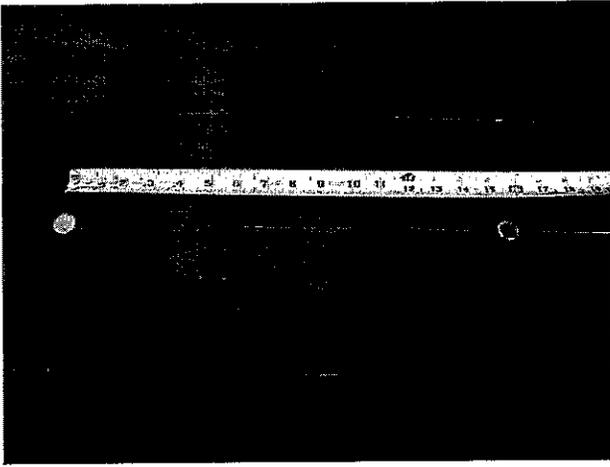
1. The most likely cause of the splitting in the wood and the high percentage of discards at time of installation is pre-existing splits and other defects that were present in the wood at the time of manufacture. If these defects were visible to the installer, those boards should not have been installed.
2. The most likely cause of the gaps in the wood flooring is the lack of proper acclimation of the wood flooring prior to installation. The wood in an unconditioned space would shrink and distort the dimensions from those at the time of milling, causing gaps to appear between boards. The flooring should have been acclimated at normal living conditions (temperature and relative humidity) prior to installation. This is an installation issue.
3. The squeaking in the floor, the deflection in the floor, and the reported buckling of the floor in the warmer months is likely caused by the absence of a perimeter gap around the room, and by an improper nailing schedule for fastening the boards to the subfloor. This is an installation issue.

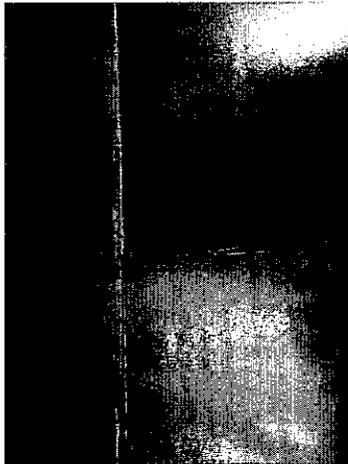
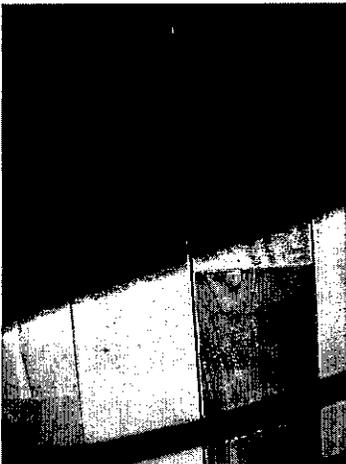
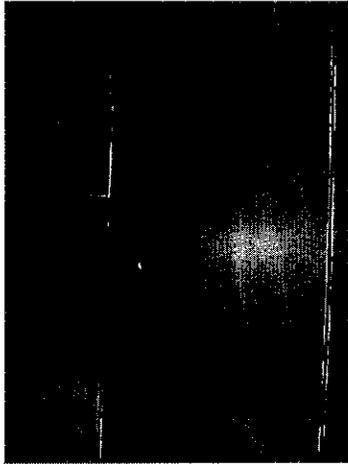
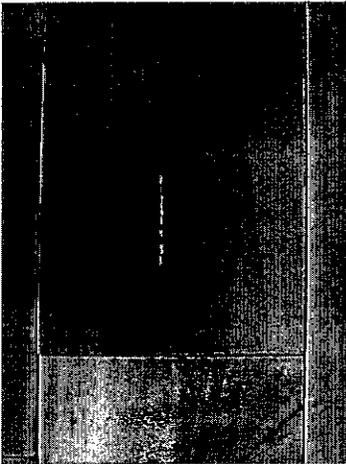
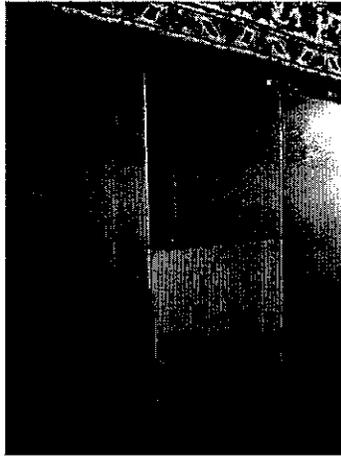
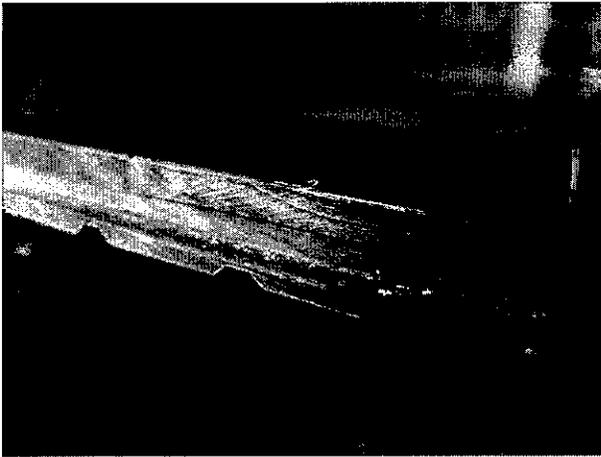














County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

CORRECTIVE WORK ORDER Virginia Uniform Statewide Building Code

DATE OF ISSUANCE: December 12, 2011

METHOD OF SERVICE: CERTIFIED MAIL # 7011 0470 0000 9364 9681

LEGAL NOTICE ISSUED TO: Metropolitan Investment Group, LLC
David Guglielmi, Registered Agent

CONTRACTOR LICENSE#: 2705078621

ADDRESS: 6300 Little Ox Road
Fairfax Station, Virginia 22039

LOCATION OF VIOLATION: 6061 River Drive
Lorton, VA 22079-4125

TAX MAP REF: 1221 02 0008

CASE #: 201107354 **SR#:** 77477

In accordance with Part I of the Virginia Uniform Statewide Building Code (USBC) and the Virginia Residential Code (VRC) 2006 Edition, effective May 1, 2008, an inspection on November 10, 2011 revealed violations as listed below at the referenced location. The cited violation(s) must be corrected within 30 calendar days from receipt of this notice unless otherwise indicated.

Explanation: On November 10, 2011, County staff inspected the above referenced premises and discovered the following violations.

Violation 1:

R602.8 Fireblocking Required: Fireblocking shall be provided to cut off all concealed draft opening (both vertical and horizontal) and to form an effective fire barrier between stories, and between a top story and the roof space. Fireblocking shall be provided in wood frame construction in the following locations:

Department of Public Works and Environmental Services
Land Development Services, County Building Official
12055 Government Center Parkway, Suite 444
Fairfax, VA 22035
Phone: 703-324-1780, 703-324-1980 TTY: 711, Fax: 703-324-1847
www.fairfaxcounty.gov/dpwes/lds

1. In concealed spaces of studs walls and partitions, including furred spaces and parallel rows of studs or staged studs; as follows:
 - 1.1 Vertically at the ceiling and floor levels.
 - 1.2 Horizontally at intervals not exceeding 10 feet (3048).

There are 2 plastic electrical boxes in the attic which are not secured.

Violation 2:

E3304.7 Mounting. Electrical equipment shall be firmly secured to the surface on which it is mounted. Wooden plugs driven into masonry, concrete, plaster, or similar materials shall not be used.

Violation 3:

Table E3702.1. Maximum allowable on center support spacing for the wiring method in feet. The CSST to the attic furnace is not secured or supported.

Violation 4:

G2418.2 Design and Installation. Piping shall be supported with pipe hooks, metal pipe straps, bands, brackets or hangers suitable for the size of piping of adequate strength and quality, and located at intervals so as to prevent or damp out excessive vibration. Piping shall be anchored to prevent undue strains on connected equipment and shall not be supported by other pipings. The electrical boxes which are loose in the attic also need blank covers.

Violation 5:

E3806.9 Covers and Canopies. Outlet boxes shall be effectively closed with a cover, faceplate, or fixture canopy.

Violation 6:

R311.5.6.2 Continuity: The handrail going from the front door up to the greatroom does not go all the way up to the last step and also continuous. Handrails for stairways shall be continuous for the full length of the flight from a point directly above the top riser of the flight to a point directly above the lowest riser of the flight. Handrail ends shall be returned or shall terminate in the newel posts or safety terminals. Handrails adjacent to a wall have a space of not less than 1 ½ inch (38 mm) between the wall and the handrails. There is no handrail at the stone stairs at the main entrance.

Violation 7:

R311.5.6 Handrails. Handrails shall be provided on at least one side of each continuous run of treads or flight with four or more risers. The batt insulation which was installed in the walls of the lower level utility room has exposed paper face.

Violation 8:

R316.1 Insulation. Insulation materials, including facing such as vapor retarders or vapor permeable membranes installed within floor-ceiling assemblies, roof-ceiling assemblies, wall assemblies, crawl spaces and attics shall have a flame-spread index not to exceed 25 with an accompanying smoke-developed index not to exceed 450 when test in accordance with ASTM E 84.

Violation 9:

R319.3 Fasteners. The deck and treated stairs have been constructed using improper fasteners. Fasteners for pressure-preservative and fire-retardant—treated wood shall be of hot-dipped zinc-coated galvanized steel, stainless steel, silicon bronze or copper. The coating weights for zinc-coated fasteners shall be in accordance with ASTM A 153.

Violation 10:

R502.6 Bearing. Some of the deck beams do not have the required minimum bearing on the 6 X 6 support posts. The of each joist, beam or girder shall have not less than 1.5 inches (38 mm) of bearing on wood or metal and not less than 3 inches (76 mm) on masonry or concrete except where supported on a 1 inch by 4 inch (25.4 mm by 102 mm) ribbon strip and nailed to the adjacent stud or by the use of approved joist hangers. The double treated 2 X are not attached with 1/2" bolts or mechanical connectors at the post to beam connection.

Violation 11:

R502.9 Fastening. Floor framing shall be nailed in accordance with Table R602.3(1). Where posts and beam or girder construction is used to support floor framing, positive connections shall be provided to ensure against uplift and lateral displacement.

Violation 12:

Figure R502.2 Floor Construction. During my inspection, I noticed that the 3/4" T and G flooring was installed in the same direction as the floor joists. This figure shows the sub-floor and strip flooring being run in the opposite direction of the floor joists.

The stucco job was not installed correctly. The OSB sheathing was not covered with building paper prior to first coat of stucco. Specifications for stucco can be downloaded from the computer.

Corrective Action Required:

1. Contact me at 703-324-1813 within the timeframe established to confirm the violation(s) have been abated.

You are directed to notify James Makely by return correspondence to 12055 Government Center Parkway, Suite 111 Fairfax, VA 22035 within three (3) working days from the date you receive this Order, of your election to accept or reject the terms of this Order. Failure to do so shall result in the immediate issuance of a Notice of Violation and the initiation of legal action to bring the above referenced property into compliance with the USBC.

If you have any questions, would like to schedule an appointment to meet with me, or to schedule a site visit, please contact me directly at or the main office at (703) 324-1300.

Notice Issued By: James Makely
Technical Assistant to the Building Official
Department of Public Works and Environmental Services

Signature: James Makely

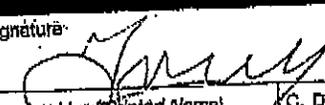
CC: Case File

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

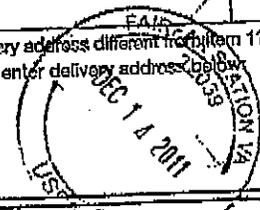
1. Article Addressed to:
METROPOLITAN INVESTMENT GROUP, LLC
DAVID GUGLIELMI, REGISTERED AGENT
6300 LITTLE OX ROAD
FAIRFAX STATION, VIRGINIA 22039

COMPLETE THIS SECTION ON DELIVERY

A. Signature:  Agent
 Addressee

B. Received by (Printed Name) _____ C. Date of Delivery _____

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below No



3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) **7011 0470 0000 5364 9681**



The miracles of science™

March 19th, 2012

Sent Via Email

James A. Makley, Inspector – Fairfax County, Virginia
James.Makely@fairfaxcounty.gov

Subject: Inquiry: DuPont™ Tyvek® water-resistive barrier under stucco - code requires water-resistance vapor-permeable barrier with performance at least equivalent to two layers of Grade D paper. Does 1 layer of Tyvek® water-resistive barrier meet this standard?

Mr. Makley,

This letter is in follow up to your inquiry regarding DuPont™ Tyvek® water-resistant barriers under stucco.

When stucco is installed over wood-based sheathing the 2006 International Building Code (Section 2510.6) and the 2006 International Residential Code (Section R703.6.3) require "a water-resistive vapor-permeable barrier with a performance at least equivalent to two layers of Grade D paper" or a layer of water-resistive barrier which is separated from the stucco by an "intervening layer" (2 layers).

When two layers are required by code, and a DuPont™ Tyvek® water-resistive barrier is used behind stucco it should be separated from the stucco by either a second layer of DuPont™ Tyvek® water-resistive barrier, or a layer of Grade D building paper, felt, rigid foam board or the paper backing of paper-backed lath.

One layer of Tyvek® water-resistant barrier can be used with one layer of Grade D paper or you can use two layers of DuPont™ Tyvek® to achieve the two layer requirement.

Sincerely,

A handwritten signature in black ink, appearing to read "Dana P. Perry".

Dana P. Perry
Research Investigator
DuPont Building Innovations



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

NOTICE OF VIOLATION Virginia Uniform Statewide Building Code

DATE OF ISSUANCE: April 27, 2012

METHOD OF SERVICE: CERTIFIED MAIL # 7099 3220 0003 4165 1516

LEGAL NOTICE ISSUED TO: Metropolitan Investment Group, LLC
David Guglielmi, Registered Agent

CONTRACTOR LICENSE#: 2705078621

ADDRESS: 6300 Little Ox Road
Fairfax Station, Virginia 22039

LOCATION OF VIOLATION: 6061 River Drive
Lorton, VA 22079-4125

TAX MAP REF: 1221 02 0008

CASE #: 201107354 **SR#:** 77477

In accordance with Part I of the Virginia Uniform Statewide Building Code (USBC) and the Virginia Residential Code (VRC) 2006 Edition, effective May 1, 2008, an inspection on November 10, 2011 revealed violations as listed below at the referenced location. The cited violation(s) must be corrected within 30 calendar days from receipt of this notice unless otherwise indicated.

Explanation: On November 10, 2011, County staff inspected the above referenced premises and discovered the following violations. As of April 27, 2012, the violations have not been abated.

Violation 1:

R602.8 Fireblocking Required: Fireblocking shall be provided to cut off all concealed draft opening (both vertical and horizontal) and to form an effective fire barrier between stories, and between a top story and the roof space. Fireblocking shall be provided in wood frame construction in the following locations:

Department of Public Works and Environmental Services
Land Development Services, County Building Official
12055 Government Center Parkway, Suite 444
Fairfax, VA 22035
Phone: 703-324-1780, 703-324-1980 TTY: 711, Fax: 703-324-1847
www.fairfaxcounty.gov/dpwes/lds

1. In concealed spaces of studs walls and partitions, including furred spaces and parallel rows of studs or staged studs; as follows:
 - 1.1 Vertically at the ceiling and floor levels.
 - 1.2 Horizontally at intervals not exceeding 10 feet (3048).

There are 2 plastic electrical boxes in the attic which are not secured.

Violation 2:

E3304.7 Mounting. Electrical equipment shall be firmly secured to the surface on which it is mounted. Wooden plugs driven into masonry, concrete, plaster, or similar materials shall not be used.

Violation 3:

Table E3702.1. Maximum allowable on center support spacing for the wiring method in feet. The CSST to the attic furnace is not secured or supported.

Violation 4:

G2418.2 Design and Installation. Piping shall be supported with pipe hooks, metal pipe straps, bands, brackets or hangers suitable for the size of piping of adequate strength and quality, and located at intervals so as to prevent or damp out excessive vibration. Piping shall be anchored to prevent undue strains on connected equipment and shall not be supported by other pipings. The electrical boxes which are loose in the attic also need blank covers.

Violation 5:

E3806.9 Covers and Canopies. Outlet boxes shall be effectively closed with a cover, faceplate, or fixture canopy.

Violation 6:

R311.5.6.2 Continuity: The handrail going from the front door up to the greatroom does not go all the way up to the last step and also continuous. Handrails for stairways shall be continuous for the full length of the flight from a point directly above the top riser of the flight to a point directly above the lowest riser of the flight. Handrail ends shall be returned or shall terminate in the newel posts or safety terminals. Handrails adjacent to a wall have a space of not less than 1 ½ inch (38 mm) between the wall and the handrails. There is no handrail at the stone stairs at the main entrance.

Violation 7:

R311.5.6 Handrails. Handrails shall be provided on at least one side of each continuous run of treads or flight with four or more risers. The batt insulation which was installed in the walls of the lower level utility room has exposed paper face.

Violation 8:

R316.1 Insulation. Insulation materials, including facing such as vapor retarders or vapor permeable membranes installed within floor-ceiling assemblies, roof-ceiling assemblies, wall assemblies, crawl spaces and attics shall have a flame-spread index not to exceed 25 with an accompanying smoke-developed index not to exceed 450 when test in accordance with ASTM E 84.

Violation 9:

R319.3 Fasteners. The deck and treated stairs have been constructed using improper fasteners. Fasteners for pressure-preservative and fire-retardant—treated wood shall be of hot-dipped zinc-coated galvanized steel, stainless steel, silicon bronze or copper. The coating weights for zinc-coated fasteners shall be in accordance with ASTM A 153.

Violation 10:

R502.6 Bearing. Some of the deck beams do not have the required minimum bearing on the 6 X 6 support posts. The of each joist, beam or girder shall have not less than 1.5 inches (38 mm) of bearing on wood or metal and not less than 3 inches (76 mm) on masonry or concrete except where supported on a 1 inch by 4 inch (25.4 mm by 102 mm) ribbon strip and nailed to the adjacent stud or by the use of approved joist hangers. The double treated 2 X are not attached with 1/2" bolts or mechanical connectors at the post to beam connection.

Violation 11:

R502.9 Fastening. Floor framing shall be nailed in accordance with Table R602.3(1). Where posts and beam or girder construction is used to support floor framing, positive connections shall be provided to ensure against uplift and lateral displacement.

Violation 12:

Figure R502.2 Floor Construction. During my inspection, I noticed that the 3/4" T and G flooring was installed in the same direction as the floor joists. This figure shows the sub-floor and strip flooring being run in the opposite direction of the floor joists. The stucco job was not installed correctly. The OSB sheathing was not covered with building paper prior to first coat of stucco. Specifications for stucco can be downloaded from the computer.

Corrective Action Required:

1. Contact me at 703-324-1813 within the timeframe established to confirm the violation(s) have been abated.

You have the right to appeal this decision within 30 days to the Fairfax County Board of Building and Fire Prevention Code Appeals. Appeal application forms may be obtained by contacting:

Fairfax County Board of Building and Fire Prevention Code Appeals
Attention:
Secretary to the Fairfax County Board of Building and Fire Prevention Code Appeals
Office of Building Code Services
Department of Public Works and Environmental Services
12055 Government Center Parkway
Fairfax, Va. 22035-5504
Telephone: (703) 324-1780

Failure to submit an application for appeal within the time limit established shall constitute acceptance of the code official's decision. Failure to correct these defects within the time limits specified shall result in enforcement action being taken under the applicable State and County Codes.

If you have any questions, would like to schedule an appointment to meet with me, or schedule a site visit, please contact me directly at 703-324-1813.

Notice Issued By: James Makely
Technical Assistant to the Building Official
Department of Code Compliance

Signature: _____

CC: Case File
Michelle Brickner, Building Official

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: METROPOLITAN INVESTMENT GROUP, LLC DAVID GUGLIELMI, REGISTERED AGENT 6300 LITTLE OX ROAD FAIRFAX STATION, VIRGINIA 22039	B. Received by (Printed Name)	C. Date of Delivery
2. Article Number <i>(Transfer from service label)</i>	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No 	
	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

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PAGE 03/07

Fairfax County
Department of Public Works and Environmental Services
County Building Official
Attention: James Makely
Fairfax, Va., 22035

May 17, 2012

Dear Mr. Makely:

On May 1, 2012, I received a Notice of Violation from you regarding work completed at 6061 River Drive, Lorton, Virginia. I was very much surprised to see that this Notice of Violation was in all respects, a copy of a Notice of Violation you sent me previously. Even more surprising is that none of my responses to you or others within your office have been addressed. This includes responses provided during our two extensive meetings, conversations with other staff, and my written email responses. Moreover, you requested me to contact Mr. McCartor which I did on two occasions. I left him a very detailed voice mail message which was never returned nor reflected in the May 1, 2012 Notice of Violation.

I am not sure how I could cooperate any further with your review given that none of the facts I presented or significant material concerns I raised about your inspection or alleged fact pattern have been addressed at even a basic level by your office. Indeed, your offices' credibility in the pursuit of this matter is called into question by your continued deliberate disregard for my responses. In addition, it appears your office is willfully misapplying the Virginia Construction Code. Such willful violation is sufficient basis for an Abuse of Process cause of action.

I offer below, for the third time, responses to the alleged allegations:

Violation 1-5. Deny. It appears that some items may have come loose post-final inspection and/or homeowner modification may have occurred. Nonetheless, these fixes appear quite minor.

Violation 6-7. Mr. Makely, you personally conveyed to me that the homeowner admitted to you that handrails were installed and inspected. The exterior front handrail was a temporary, pressure-treated 2x4 material designed to meet code but to be temporary until the homeowner (not Metropolitan) installed iron railing or decided to remove our temporary rails and elect to circumvent the code and delete entirely all handrail post-inspection. The interior handrail was likewise installed, but the homeowner thought it protruded too far into the stair area and detracted from the existing panel molding on the right side and likewise removed the interior rail. Mr. Makely, you told me that you would speak with the residential inspector assigned to this project, Mr. Don Cassidy, who approved the RUP. You said you wanted to confirm the existence of the railings. It is by no means clear from the Notice of Violation that you have spoken with Mr. Cassidy. Have you spoken with him? I have, and he confirmed to me that both rails were properly installed at final.

Violation 8. It appears there may have been some post-final modification to the lower level room. I agree that the photo you shared with me during our first meeting depicts an exposed paper between the studs.

Violation 9. My conversations with Mr. Cassidy included this issue. He thought that the fasteners used were the correct Teco galvanized fasteners. Mr. Cassidy shared that these fasteners often produce a rust colored head, particularly in close proximity to the water. The rust color provides the appearance of a

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PAGE 04/07

non-galvanized fastener. As you know, the house is located within 100 feet of the Potomac River. I conveyed these facts to you and Melissa at our second meeting and you said you would speak with Mr. Cassidy.

Violation 10. The deck was reviewed and approved by three separate inspectors so it is surprising to hear of issues. The deck construction was enhanced by the helpful input of Mr. Cassidy who made suggestions to make it code compliant. We followed his detailed suggestions and the deck was approved. In no circumstance do I blame to Mr. Cassidy if indeed a defect does exist. However, it surprises me to hear that three separate residential inspectors passed this deck that was the collaborative result of inspector input. Finally, if this specific allegation is true, it appears to be an easy fix.

Violation 11-12. We have discussed this and it was my understanding that my explanation had been deemed acceptable. As you know, we agree that the floor product, tested, chosen and affirmatively selected by the homeowner, was defective. Through my efforts, the vendor, Lumber Liquidators, offered to enforce its warranty on the product to the homeowners benefit. Lumber Liquidators required that the product be photographed and inspected by its customer care team. Instead, the homeowner hired an expert consultant from the Hardwood Floor Institute in preparation of filing a lawsuit against Metropolitan and/or Lumber Liquidators. Contrary to your conclusion, the expert consultant hired by the homeowner found the floor to be installed properly but that a portion of the floor product was defective. The consultant also alleged that the floor may have been exposed to cold weather after installation but could offer no proof. As a result of the homeowner affirmatively canceling the warranty investigation by Lumber Liquidators and not participating in the warranty review and telling us to do the same, Lumber Liquidators closed its case.

Stucco Issue. The stucco is code compliant in accordance with the 2003 code under which we affirmatively choose to comply as evidenced by the only part of the permit application process where we may elect the code under which our work was designed. As you know, we elected the 2003 code on our cover sheet. Please refer to Section 103.2 of the Virginia Construction Code. Under the code, we may choose to comply with the provisions of the code immediately in effect prior to the 2006 code if we submitted a permit application within one (1) year after the effective date of the 2006 code which was May 1, 2008. As you once again know and have confirmed to me in a voice mail, we submitted a permit application for the referenced work on December 30, 2008—well within the one year window. Thus the work is subject to the 2003 code which we had indicated at application.

Under the 2003 code, the method of application of the stucco was code compliant. Given the fact pattern above, it is clear that your office is misapplying the code otherwise why does this continue to be an issue?

It is my understanding that this letter of response serves as my disagreement with the Notice of Violation. We do, however, reserve the right to appeal any violation to the Board once you have materially addressed our responses, interview the referenced inspectors, and understand the actual fact pattern. Please note that I will be out of the country and unable to respond to phone or email queries until approximately May 31, 2012.

Sincerely,


David Guglielmi
Metropolitan Investment Group, LLC

120521.oap

Date: 6/12/12

Chairman
Fairfax County Board of Building Code Appeals
12055 Government Center Parkway, Suite 444
Fairfax, Virginia 22035-5504
Attention: Secretary to the Board

I wish to appeal a decision of the Fairfax County Building Official Fire Official Building Maintenance Official as permitted under the current edition of the Virginia Uniform Statewide Building Code or the Virginia Statewide Fire Prevention Code.

The subject of this appeal is located at:

6061 RIVER DRIVE, LORTON VA 22079 1221 02 0008
Street Address Tax Map No.

Subdivision HALLOWING POINT RIVER ESTATES Section No. 4 Lot No. 9

As the building owner owner's agent, I am hereby appealing the decision of the Fairfax County Code Official noted above whereby it was determined that: (describe the decision; a copy of the decision must be attached)

I AM THE BUILDING DESIGNER AND BUILDER. SEE ATTACHED DECISION.

The decision of the Code Official was rendered on: 4/27/12 date

The Code Official's decision was based on the following code and section(s):

USBC, VRC Code Name 2006 Edition (year) Section(s)

This appeal is being filed for the following reason or reasons:

SEE ATTACHED LETTER TO JAMES MARELY DATED MAY 17, 2012.

The following points are relevant:

SEE ATTACHED STATEMENT OF FACTS/REBUTTAL, LETTER TO JAMES MARELY DATED MAY 17, 2012.

Owner's Name: _____ Submitter's Name: DAVID GUGLIEMI
Signature: _____ Signature: [Signature]
Address: _____ Address: 6300 LITTLE OX RD
City, State, Zip: _____ City, State, Zip: Fairfax Station, VA 22039
Telephone: _____ Telephone: 703 623 4343



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

DATE: July 24, 2012

TO: Members of the Fairfax County Board of Building Code Appeals

FROM: Melissa Smarr, Code Specialist III
Land Development Services, Land Disturbance and
Post Occupancy Branch

SUBJECT: Board of Appeals Hearing, August 8, 2012

REFERENCE: Appeal of David Guglielmi, Metropolitan Investment Group, LLC
Notice of Violation
6061 River Drive Fairfax Station, Virginia 22079

Staff of the Land Disturbance and Post Occupancy Branch of the Department of Public Works and Environmental Services (DPWES) respectfully requests that the Board of Building Code Appeals uphold the violations cited on the Notice of Violation issued by Residential Inspector assigned to the Land Disturbance and Post Occupancy Branch, James Makely. The Staff contends that Metropolitan Investment Group, LLC was contracted by the home owners of the above referenced property to build a new single family dwelling unit. During Mr. Makely's November 10, 2011, inspection of the single family dwelling, he found twelve (12) violations of the 2006 International Residential Code which was adopted by Virginia. The following information is provided to support the decision of the department:

Background Information:

Inspector James Makely responded to a complaint and conducted an inspection on November 10, 2011. During the inspection, as previously stated, Mr. Makely discovered twelve (12) violations:

Violation 1:

R602.8 Fireblocking Required: Fireblocking shall be provided to cut off all concealed draft opening (both vertical and horizontal) and to form an effective fire barrier between stories, and between a top story and the roof space. Fireblocking shall be provided in wood frame construction in the following locations:

1. In concealed spaces of studs walls and partitions, including furred spaces and parallel rows of studs or staged studs; as follows:
 - 1.1 Vertically at the ceiling and floor levels.
 - 1.2 Horizontally at intervals not exceeding 10 feet (3048).

Department of Public Works and Environmental Services
Land Development Services, Land Disturbance and Post Occupancy Branch
12055 Government Center Parkway, Suite 334
Fairfax, VA 22035-5500
Phone: 703-324-1937 TTY: 711 Fax: 703-968-2886
www.fairfaxcounty.gov/dpwes



There are 2 plastic electrical boxes in the attic which are not secured.

Violation 2:

E3304.7 Mounting. Electrical equipment shall be firmly secured to the surface on which it is mounted. Wooden plugs driven into masonry, concrete, plaster, or similar materials shall not be used.

Violation 3:

Table E3702.1. Maximum allowable on center support spacing for the wiring method in feet. The CSST to the attic furnace is not secured or supported.

Violation 4:

G2418.2 Design and Installation. Piping shall be supported with pipe hooks, metal pipe straps, bands, brackets or hangers suitable for the size of piping of adequate strength and quality, and located at intervals so as to prevent or damp out excessive vibration. Piping shall be anchored to prevent undue strains on connected equipment and shall not be supported by other pipings. The electrical boxes which are loose in the attic also need blank covers.

Violation 5:

E3806.9 Covers and Canopies. Outlet boxes shall be effectively closed with a cover, faceplate, or fixture canopy.

Violation 6:

R311.5.6.2 Continuity: The handrail going from the front door up to the greatroom does not go all the way up to the last step and also continuous. Handrails for stairways shall be continuous for the full length of the flight from a point directly above the top riser of the flight to a point directly above the lowest riser of the flight. Handrail ends shall be returned or shall terminate in the newel posts or safety terminals. Handrails adjacent to a wall have a space of not less than 1 ½ inch (38 mm) between the wall and the handrails. There is no handrail at the stone stairs at the main entrance.

Violation 7:

R311.5.6 Handrails. Handrails shall be provided on at least one side of each continuous run of treads or flight with four or more risers. The batt insulation which was installed in the walls of the lower level utility room has exposed paper face.

Violation 8:



R316.1 Insulation. Insulation materials, including facing such as vapor retarders or vapor permeable membranes installed within floor-ceiling assemblies, roof-ceiling assemblies, wall assemblies, crawl spaces and attics shall have a flame-spread index not to exceed 25 with an accompanying smoke-developed index not to exceed 450 when test in accordance with ASTM E 84.

Violation 9:

R319.3 Fasteners. The deck and treated stairs have been constructed using improper fasteners. Fasteners for pressure-preservative and fire-retardant-treated wood shall be of hot-dipped zinc-coated galvanized steel, stainless steel, silicon bronze or copper. The coating weights for zinc-coated fasteners shall be in accordance with ASTM A 153.

Violation 10:

R502.6 Bearing. Some of the deck beams do not have the required minimum bearing on the 6 X 6 support posts. The of each joist, beam or girder shall have not less than 1.5 inches (38 mm) of bearing on wood or metal and not less than 3 inches (76 mm) on masonry or concrete except where supported on a 1 inch by 4 inch (25.4 mm by 102 mm) ribbon strip and nailed to the adjacent stud or by the use of approved joist hangers. The double treated 2 X are not attached with 1/2" bolts or mechanical connectors at the post to beam connection.

Violation 11:

R502.9 Fastening. Floor framing shall be nailed in accordance with Table R602.3(1). Where posts and beam or girder construction is used to support floor framing, positive connections shall be provided to ensure against uplift and lateral displacement.

Violation 12:

Figure R502.2 Floor Construction. During my inspection, I noticed that the 3/4" T and G flooring was installed in the same direction as the floor joists. This figure shows the sub-floor and strip flooring being run in the opposite direction of the floor joists.

The stucco job was not installed correctly. The OSB sheathing was not covered with building paper prior to first coat of stucco. Specifications for stucco can be downloaded from the computer.

On February 1, 2012, a meeting at took place with David Guglielmi, Inspector Makely, and Melissa Smarr to discuss the violations. At this time, Mr. Guglielmi that the Land Disturbance and Post Occupancy has no authority to change the code cycle the permits were issued. Mr. Guglielmi's contention is they checked the box for the 2003 Virginia Residential Code; however a decision was made that they were to follow the Virginia Residential Code. This is important because the stucco currently on the single family dwelling unit does not meet the 2006 Virginia Residential Code.



During our February 1, 2012 meeting, there was discussion about the deck and Mr. Cassidy confirmed he approved the deck. However, the fasteners used on the deck do not meet the Code. In addition, Mr. Guglielmi stated in our meeting that violations 6 and 7 were caused by the homeowner removing the handrails. We do not know if the homeowner removed them or not, all we know is they were not there during Inspector Makely's inspection. The remaining violations, Mr. Guglielmi stated he would repair.

The Corrective Work Order and the Notice of Violation issued by Inspector Makely met all of the criteria set forth in Section 115 of the 2006 Virginia Uniform Statewide Building Code (USBC).

Issue:

Mr. David Guglielmi has based his appeal filed with DPWES on June 12, 2012 challenging the Notice of Violation regarding the post modification issues with the handrail and his biggest contention is with the stucco.

Recommendation:

Based on the facts and evidence provided, Staff is requesting the Board uphold the determination that the twelve (12) violations cited and allow the County to proceed with the appropriate enforcement and legal proceedings as authorized in Section 115.2 and 115.3 of the USBC.

Attachments

cc: Michelle Brickner, Building Official and Director, Land Development Services
Carla Moran, Secretary, Board of Building Code Appeals
James Makely, Inspector, DPWES, CEB



RESOLUTION

WHEREAS, the Fairfax County Board of Building Code Appeals (the Board) is duly appointed to resolve disputes arising out of enforcement of the IBC Code/ 2003 Edition; and

WHEREAS, an appeal has been timely filed and brought to the attention of the Board; and
WHEREAS, a hearing has been duly held to consider the aforementioned appeal; and
WHEREAS, the Board has fully deliberated this matter; now, therefore, be it

RESOLVED, That the matter of

Appeal No. 120521.OAP

In RE: DAVID GUELLELM v. FAIRFAX COUNTY

The appeal is hereby APPROVED for the reasons set out below.

~~THE CONTRACTOR IS NOT RESPONSIBLE FOR THE VIOLATIONS IDENTIFIED BY THE COUNTY OFFICIALS SINCE THE RESPONSIBLE PARTY WAS THE OWNER THAT TOOK OUT THE BUILDING PERMIT. CONTRACTOR WAS NOT QUALIFIED TO OBTAIN PERMIT~~

FURTHER, be it known that:

1. This decision is solely for this case and its surrounding circumstances;
2. This decision does not serve as a precedent for any future cases or situations, regardless of how similar they may appear;
3. (if appropriate to the motion) No significant adverse conditions to life safety will result from this action; and
4. All of the following conditions be observed.

- a. _____
- b. _____
- c. _____

Date: AUGUST 2, 2012

Signature: *William C. Gray*
Chairman, Board of Building Code Appeals

Note: Upon receipt of this resolution, any person who was a party to the appeal may appeal to the State Building Code Technical Review Board within twenty-one (21) days of receipt of this resolution. Application forms are available from the Virginia Department of Housing and Community Development, 501 North Second Street, Richmond, VA 23219 or by calling 804-371-7150.

I Carla Moran hereby certify that this is
CUSTODIAN
 a true copy of a Fairfax County Department of
 Public Works & Environmental Services record of which
 I am a custodian.

Carla Moran
CUSTODIAN

I Michelle Brickner hereby certify that this is
SUPERVISOR OF CUSTODIAN
 a true copy of a Fairfax County Department of
 Public Works & Environmental Services record of
 which Carla Moran is the custodian and that

Carla Moran reports to me:
CUSTODIAN

[Signature]
SUPERVISOR OF CUSTODIAN



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

September 14, 2012

Attn: Vernon Hodge, Secretary to the State Technical Review Board
Commonwealth of Virginia
Department of Housing and Community Development
Technical Assistance Services Office (TASO) and Office of the State Technical Review Board
Main Street Centre, 600 E. Main Street, Suite 300
Richmond, Virginia 23219

Re: Appeal Decision Rendered by the Fairfax County Local Board of Building Code Appeals
Appeal no. 120521.OAP
In Re: David Guglielmi

To Whom It May Concern:

Fairfax County hereby appeals the decision in the case regarding Metropolitan Investment Group, LLC, David Guglielmi, Registered Agent ("MIG"). There are two issues that the Technical Review Board should consider.

Issue #1

The Fairfax County Local Board of Building Code Appeals erred when it approved the appeal in favor of MIG. The Local Board erred when it determined that the contractor, MIC, is not responsible for the violations identified by the County officials. Further, MIG did not raise this defense in his written appeal to the Local Board and it should not have been discussed at the hearing. According to VUSBC Section 115.2 Notice of Violation: "The building official shall issue a written notice of violation to the responsible party if any violations of this code or any directives or orders of the building official have not been corrected or complied with in a reasonable time." Moreover, "{i}t shall be the duty of any person performing work covered by the code to comply with all applicable provisions of this code and to perform and complete such work so as to secure the results intended by the USBC." VUSBC Section 112.1 (emphasis added). It is the County's position that Metropolitan Investment Group, LLC, David Guglielmi, Registered Agent, is the responsible party, and therefore was the proper recipient of the Notice of Violation.

Issue #2

The Fairfax County Local Board of Building Code Appeals did not address the code violations which MIG raised in its appeal to the Local Board of Building Code Appeals.

Department of Public Works and Environmental Services
Land Development Services, County Building Official
12055 Government Center Parkway, Suite 444
Fairfax, VA 22035
Phone: 703-324-1780, 703-324-1980 TTY: 711, Fax: 703-324-1847
www.fairfaxcounty.gov/dpwes/lds

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
 Technical Assistance Services Office (TASO) and Office of the State Technical Review Board
 Main Street Centre, 600 E. Main Street, Suite 300, Richmond, Virginia 23219
 Tel: (804) 371-7150, Fax: (804) 371-7092, Email: TASO@dhsd.virginia.gov

APPLICATION FOR ADMINISTRATIVE APPEAL

Regulation Serving as Basis of Appeal (check one):

- Uniform Statewide Building Code
- Statewide Fire Prevention Code
- Industrialized Building Safety Regulations
- Amusement Device Regulations

Appealing Party Information (name, address, telephone number and email address):

Fairfax County Government - Building Official's Office
12055 Government Center Parkway
Fairfax, Virginia 22035 (703-324-1780)
 contact: Melissa Sman 703-324-1929

Opposing Party Information (name, address, telephone number and email address of all other parties):

Metropolitan Investment Group, LLC
David Guglielmi, Registered Agent
6300 Little Oyster Road Fairfax Station, VA 22037

Additional Information (to be submitted with this application)

- Copy of enforcement decision being appealed
- Copy of record and decision of local government appeals board (if applicable and available)
- Statement of specific relief sought

CERTIFICATE OF SERVICE

I hereby certify that on the 14th day of September 2012 a completed copy of this application, including the additional information required above, was either mailed, hand delivered, emailed or sent by facsimile to the Office of the State Technical Review Board and to all opposing parties listed.

Note: This application must be received by the Office of the State Technical Review Board within five (5) working days of the date on the above certificate of service for that date to be considered as the filing date of the appeal. If not received within five (5) working days, the date this application is actually received by the Office of the Review Board will be considered to be the filing date.

Signature of Applicant: Melissa Sman

Name of Applicant: Melissa Sman
(please print or type)

Fairfax County respectfully request that the Technical Review Board overturn the decision of the Local Board of Building Code Appeals and if necessary, remand this matter to the Local Board for a proper disposition of the contractor's violations, including the abatement of same.

If you have any questions, please contact Melissa Smarr at 703-324-1929.

Sincerely,

A handwritten signature in black ink that reads "Melissa Smarr". The signature is written in a cursive, flowing style.

Melissa Smarr, Code Specialist III



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

NOTICE OF VIOLATION Virginia Uniform Statewide Building Code

DATE OF ISSUANCE: April 27, 2012 (revised February 4, 2013)

METHOD OF SERVICE: CERTIFIED MAIL # 7002 0860 0002 2379 8457

LEGAL NOTICE ISSUED TO: Metropolitan Investment Group, LLC
David Guglielmi, Registered Agent

CONTRACTOR LICENSE#: 2705078621

ADDRESS: 6300 Little Ox Road
Fairfax Station, Virginia 22039

LOCATION OF VIOLATION: 6061 River Drive
Lorton, VA 22079-4125

TAX MAP REF: 1221 02 0008

CASE #: 201107354 **SR#:** 77477

In accordance with Part I of the Virginia Uniform Statewide Building Code (USBC) and the Virginia Residential Code (VRC) 2006 Edition, effective May 1, 2008, an inspection on November 10, 2011 revealed violations as listed below at the referenced location. The cited violation(s) must be corrected within 30 calendar days from receipt of this notice unless otherwise indicated.

Violation 1: Fireblocking

As seen from the attic, the large shaft connecting multiple floors lacks the required fireblocking in violation of Section R602.8 which requires fireblocking to be provided in order to cut off all concealed draft opening (both vertical and horizontal) and to form an effective fire barrier between stories, and between a top story and the roof space.

Violation 2: Mounting of Electrical Equipment

Electrical boxes in the attic are loose or unsecured in violation of Section E3304.7 which requires electrical equipment to be firmly secured to the surface on which it is mounted.

Department of Public Works and Environmental Services
Land Development Services
12055 Government Center Parkway, Suite 444
Fairfax, VA 22035
Phone: 703-324-1780 TTY: 711, Fax: 703-324-1847
www.fairfaxcounty.gov/dpwes



Violation 3: Support Spacing

Wiring in the attic lacks the support in violation of Section E3702.1 which as shown in Table E3702.1 the maximum allowable on center support spacing for the wiring method.

Violation 4: Corrugated Stainless Steel Tubing (CSST) Support

The CSST to the attic furnace is not secured or supported in violation of Section G2418.2 which requires all gas piping to be supported.

Violation 5: Covers and Canopies

Electrical boxes in the attic lack blank covers in violation of Section E3806.9 which requires all outlet boxes to be effectively closed with a cover.

Violation 6: Continuity of Handrails (interior)

The handrail servicing the stairs which lead from the front door to the great room lacks continuity above the top risers in violation of Section R311.5.62 which requires handrails to be continuous for the full length of the flight to a point directly above the top riser.

Violation 7: Handrails (exterior)

Handrail is missing at the main entrance stone stairs in violation of Section R311.5.6 which requires handrail on at least one side of each stairway with four or more risers.

Violation 8: Exposed Installation Facing

The batt insulation installed in the walls of the lower level utility room has an exposed paper face in violation of R316.1 which requires all insulation materials, including non-concealed facing, to have a flame spread of not more than 25 and a smoke-development index not more than 450.

Violation 9: Improper Fasteners in Deck

The exterior deck and treated stairs have been constructed using improper fasteners incompatible with the preservative-treated lumber of the deck and stairs in violation of Section R319.3 which requires all fasteners to be hot-dipped zinc-coated steel galvanized steel or other approved materials.

Violation 10: Deck Beam Bearing

In more than one location, the deck beams have insufficient bearing in violation of Section R502.6 which requires beams to have not less than 1.5 inches of bearing on wood. The beam also lacks bolts or mechanical connectors at bearing locations in violation of Section 4.4.1 of the

American Wood Council's National Design Specification as referenced in Chapter 43 of the VRC.

Violation 11: Fastening (has been removed)

Violation 12: Floors

Wood structural panels of the floor sheathing were placed such that the long dimension is parallel with the floor joists in violation of Section R503.2.1.1. The code provision requires the design of wood structural panels to be placed such that the long dimension is perpendicular to the floor joists as noted in Footnote b of Table R503.2.1.1(1) and as shown in Figure R502.2. Provide calculations from a registered design professional licensed in the Commonwealth of Virginia to verify the placement of the sheathing in the opposite direction required by the VRC.

Violation 13: Stucco (has been removed)

Corrective Action Required: Contact me at 703-324-1813 within the timeframe established to confirm the violation(s) have been abated.

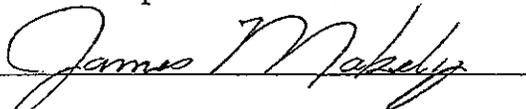
You have the right to appeal this decision within 30 days to the Fairfax County Board of Building and Fire Prevention Code Appeals. Appeal application forms may be obtained by contacting:

Fairfax County Board of Building and Fire Prevention Code Appeals
Attention: Secretary to Board
12055 Government Center Parkway
Fairfax, Va. 22035-5504
Telephone: 703-324-1780

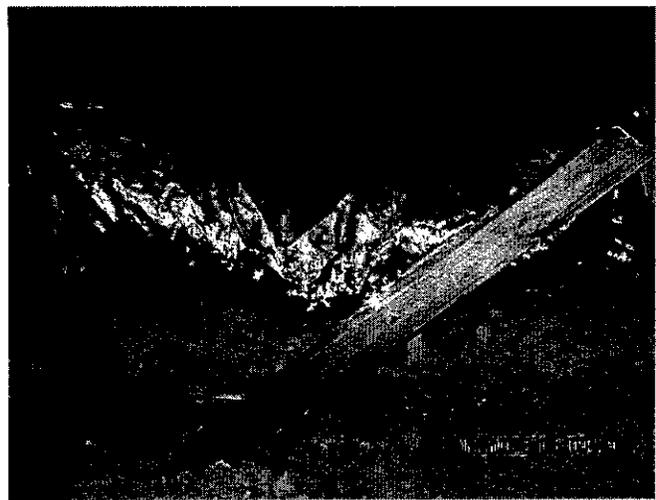
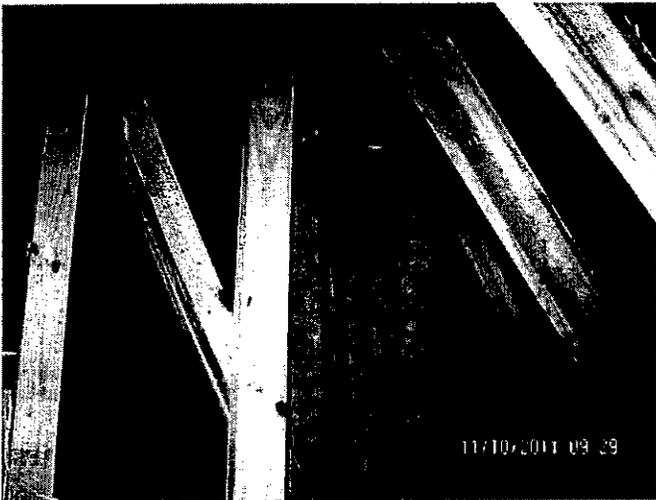
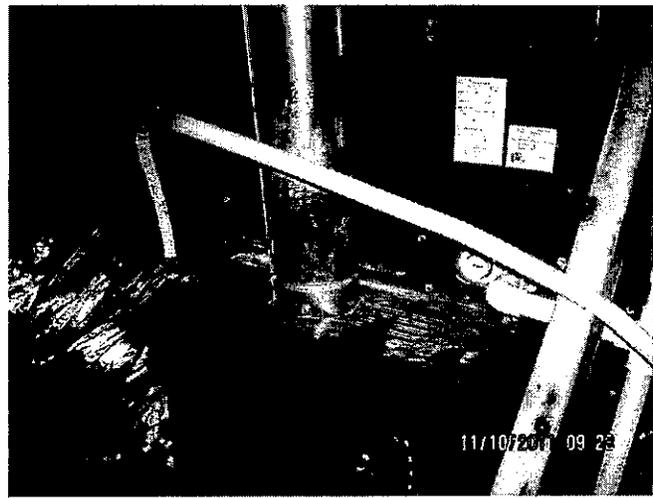
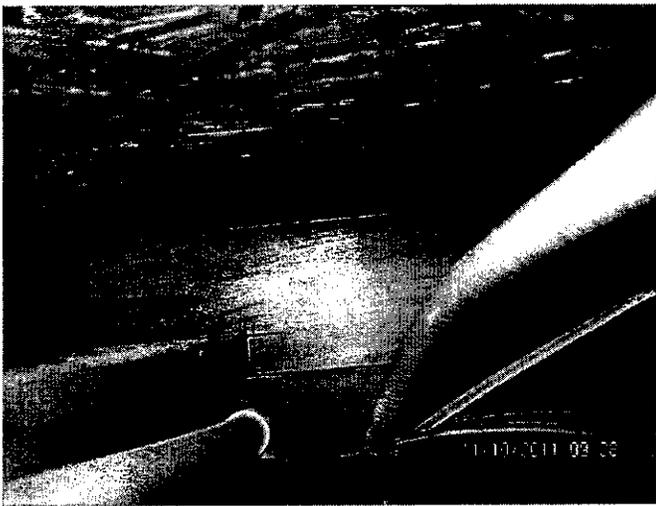
Failure to submit an application for appeal within the time limit established shall constitute acceptance of the code official's decision. Failure to correct these defects within the time limits specified shall result in enforcement action being taken under the applicable State and County Codes.

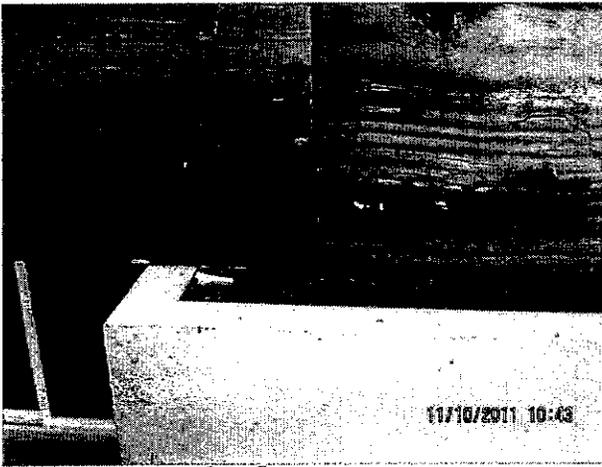
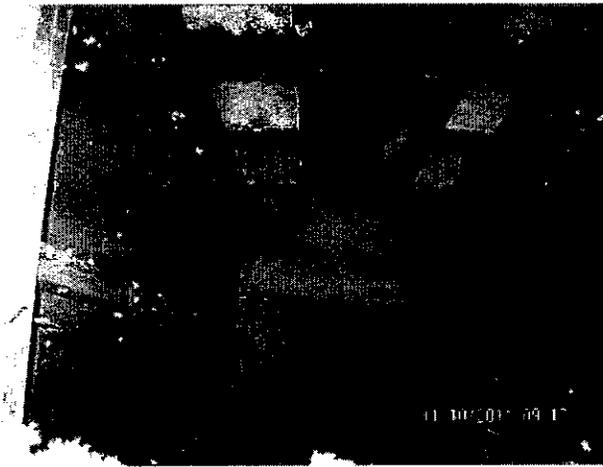
If you have any questions, would like to schedule an appointment to meet with me, or schedule a site visit, please contact me directly at 703-324-1813.

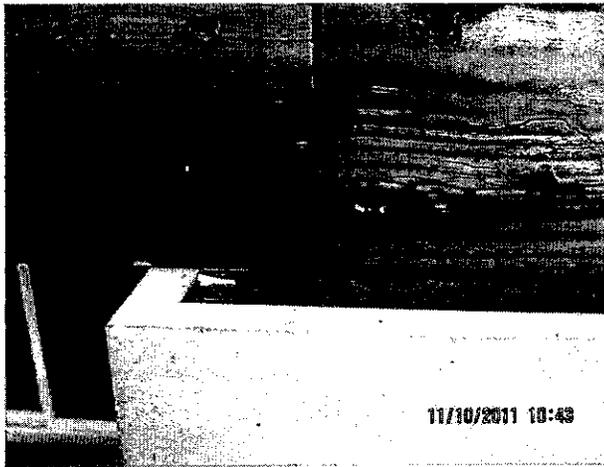
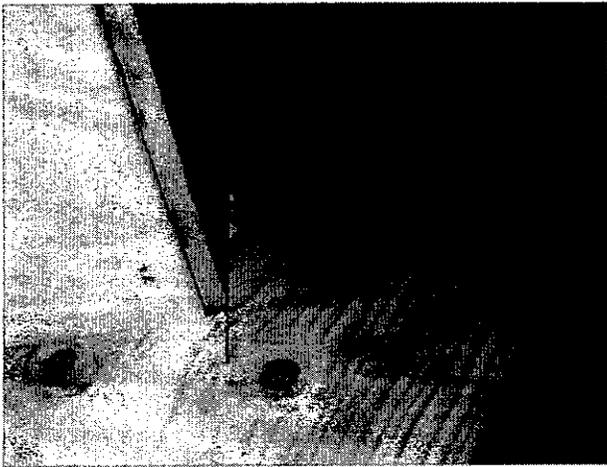
Notice Issued By: James Makely, Technical Assistant to the Building Official
Department of Public Works and Environmental Services

Signature: 

CC: Case File
Michelle Brickner, Building Official







Appeal of
Fairfax County
Appeal No. 12-7

Additional Documents Submitted by Guglielmi

April 29, 2013

Commonwealth of Virginia
Department of Housing and Community Development
State Building Codes Office

VIA: EMAIL

Attention: Mr. Alan W. McMahan

Subject: Fairfax County Appeal No. 12-7

Dear Mr. McMahan:

Metropolitan Investment Group, LLC (Metropolitan) disputes the characterization of a number of our positions found in the Pertinent Facts and disagrees with the Pertinent Facts as enumerated within the Review Board Staff Document attached to your February 7, 2013, letter to Metropolitan. Metropolitan additionally herein, presents supplementary data and narrative related to various unsupported claims and specious arguments presented by Fairfax County and the Aminrazavis.

Paragraph 3 of the Review Board staff document titled "Suggested Statement of Case History and Pertinent Facts" contains a serious factual error. The home was substantially completed and the Aminrazavis took possession and occupancy of the home on May 15, 2010. They moved furniture into the home weeks before May 15 as well. It was not until mid December of 2011, some *19+ months* after possession and occupancy did the County building department conduct an inspection and note a number of alleged violations. Clearly, a number of modifications and personalization to the home had been done at that point. Those changes when supplemented with normal wear and tear for nearly 2 years form the basis for many of the alleged violations (numbers 2,3,4,6,7) and as such Metropolitan can not be held responsible for changes that occur to the home caused by the Owner(s) and their contractors after said occupancy.

Paragraph 9 is a mischaracterization of Fairfax County's actions. The Notice of Violation (Notice) issued by Fairfax County was a clumsily-written bureaucratic over reach by the County. It can fairly be described as a mostly fatuous document that had been cobbled together by County inspections staff and reviewed by at least two layers of County management. There is no evidence that this was a "computer error" as stated in paragraph 9. This Notice was mailed to Metropolitan on two separate occasions, months apart from each other. The Notice itself and subsequent modification thereof, is a reflection of the lack of thorough consideration and research given to almost all of the alleged violations and is illustrative of the judgment and manner that this matter has been handled by County inspection staff. Moreover, the County's subsequent submission of an entirely new Notice in February of 2013, *nearly three (3) years after possession and occupation commenced* is not consistent with the time period allowed under Section 115.2.1 of the Virginia Construction Code. We

have been provided with "reports" rife with errors, conclusions not supported by the data or prepared by those who would financially gain if their recommendations are followed. Metropolitan does stipulate and agree with the County acknowledgment that two alleged violations were improper and concurs with the County that they should be deleted from further consideration.

The Review Board should Uphold the County Appeal Board's Decision

We note that Virginia Code distinguishes between Owners that purchase a new home that includes land from those that already own the land and merely engage others to have improvements made. Even in the absence of a specific contractual provision, Virginia has provided for an implied warranty on new homes purchased that include land. (Va. Code Ann. §55-70.1). In any contract for the sale of a new dwelling (emphasis added), a vendor warrants that the dwelling is free from structural defects and constructed in a workmanlike manner. (Va. Code Ann. §55-70.1(A)). In addition, if the vendor is in the business of buying or selling dwellings, a vendor also warrants that the dwelling is fit for habitation. (Va. Code Ann. §55-70.1(B)). The law clearly distinguishes between those that buy new homes that include land where a conveyance *of real estate occurs and title actually transfers* and those that merely engage others to improve land where title will not transfer as a result of such improvement. The clear legislative intent of the statute is to definitively and materially separate those parties that buy new homes that include land from those others like Mr. Aminrazavi that engage others to improve what they already own, manage, control, and are accountable for.

It is clear from the copies of the Demolition and Building Permit as well as the contract between the parties, that the Owner is designated as the Contractor and responsible party in this matter (see permits as attachment 1 and 2). Moreover, we have provided a copy of the VDOT permit which likewise indicates that Mr. Aminrazavi is the permittee and responsible party (see attachment 3). Finally, we have provided a copy of the Fairfax County Permit Authorization Affidavit which clearly links the issuance of permits to the Owner and imparts the Owner with **full responsibility for the work performed** (see attachment 4).

Sincerely,

David L. Guglielmi

David L. Guglielmi
Managing Partner
Metropolitan Investment Group, LLC
Class A Contractor with BLD classification
License # 2705078621

Fairfax County, Virginia
Department of Public Works and Environmental Services
Permit Application Center
12055 Government Center Parkway
Fairfax, Virginia 22035-5504

DEMOLISH ENTIRE STRUCTURE

Permit Number: 83470100

Issue Date: 04/24/2009

Tax Map ID: 122-1 / 02 / 0008

Job Address: 6061 River Dr
Lorton, VA 22079-4125

Plan No: N-08-4192

Issued To:
AMINRAZAVI MEHDI
6061 River Dr
Lorton, Va 22079
(703)623-4343

Contractor:
OWNER IS CONTRACTOR

Mechanic's Lien Agent: None Designated
Structure: SINGLE FAMILY DWELLING
GROUP: R5

Code: (USBC 2006) : IRC 2006
Type of Construction: VB

HAS PERMISSION, ACCORDING TO APPROVED PLANS, APPLICATION AND RESTRICTIONS OF RECORD
TO: DEMO ENTIRE STRUCTURE - EXISTING SFD AND ACCESSORY STRUCTURES

**P
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T**

83470100
122-1

Note to Property Owner: In accordance with Chapter 102 of the Code of the County of Fairfax, the property address must be displayed on the property in such a manner as to be visible from the public right of way. A copy of the building permit shall be posted on the construction site for public inspection until the work is completed. Prior to beginning construction, contact your Homeowners' Association regarding any restrictive covenants governing property improvements. Sometimes, covenants may be more restrictive than the Fairfax County Code. Furthermore, requirements of covenants are not addressed by the issuance of your building permit. The permittee is required to notify all utilities before commencing any underground construction and must receive the proper clearances from the utilities as prescribed in the Code of the County of Fairfax. (Miss Utility - 1-800-257-7777)

BUILDING OFFICIAL



To Schedule an Inspection:

Internet - www.fairfaxcounty.gov/fido
Call Center - 703-222-0455

AIRS - 703-222-2474
TTY, VA Relay - 711

Fairfax County, Virginia
Department of Public Works and Environmental Services
Permit Application Center
12055 Government Center Parkway
Fairfax, Virginia 22035-5504

NEW SINGLE FAMILY DWELLING

Permit Number: 83470099

Issue Date: 05/19/2009

Job Address: 6061 River Dr
Lorton, VA22079-4125

Tax Map ID: 122-1 / 02 / / 0008

Plan No: R-08-2160

Tenant Name:

Issued To:

Contractor:

AMINRAZAVI MEHDI
6061 River Dr
Lorton, Va 22079
(703)623-4343

OWNER IS CONTRACTOR

Mechanic's Lien Agent: None Designated

Structure: SINGLE FAMILY DWELLING

Code: (USBC 2006) : IRC 2006

GROUP: R5

Type of Construction: VB

HAS PERMISSION, ACCORDING TO APPROVED PLANS, APPLICATION AND RESTRICTIONS OF RECORD TO: BUILD CUSTOM SFD AND FINISHED BASEMENT WITH NO WETBAR, NO 2ND KITCHEN AND NO BEDROOM AND BUILD COVERED FRONT PORCH AND BUILD LANDING WITH STAIRS

Site Related Approval Conditions and Alerts

- Problem Soils - See approved grading plan, site plan and/or soils report.
- Responsible Land Disturber: KAPINOS, BRIAN A

83470099
122 - 1

FLOODPLAIN PRESENT ON SITE

FEMA Floodplain? Y Required Elevation: 1 Lowest Structural Member as Approved: 1

Note to Property Owner: In accordance with Chapter 102 of the Code of the County of Fairfax, the property address must be displayed on the property in such a manner as to be visible from the public right of way. A copy of the building permit shall be posted on the construction site for public inspection until the work is completed. Prior to beginning construction, contact your Homeowners' Association regarding any restrictive covenants governing property improvements. Sometimes, covenants may be more restrictive than the Fairfax County Code. Furthermore, requirements of covenants are not addressed by the issuance of your building permit.

The permittee is required to notify all utilities before commencing any underground construction and must receive the proper clearances from the utilities as prescribed in the Code of the County of Fairfax. (Miss Utility - 1-800-257-7777)

BUILDING OFFICIAL



Schedule an Inspection:

Internet - www.fairfaxcounty.gov/fido
Call Center - 703-222-0455

AIRS - 703-222-2474
TTY, VA Relay - 711

P
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Permit Authorization Affidavit
Permit Application Center

This affidavit certifies that the party listed, who is not a lessee, licensed architect, engineer, or contractor, has been granted authorization to obtain a permit(s) on behalf of a property owner. It must be filled out completely by the property owner if another party is submitting an application(s) on the owner's behalf. This form must be notarized and must be submitted prior to issuance. Copies of affidavits are unacceptable.

I, _____ am the owner of the property listed below and I certify that I have granted, _____ as my duly authorized agent and give permission to obtain the permits necessary for the construction (or installation) at the following address:

for the construction or installation of: _____

I understand that the permits obtained pursuant to this affidavit will be in my name and that I am acting as contractor for this project. I accept full responsibility for the work performed.

Signature of Property Owner: _____ Date: _____

STATE/DISTRICT OF _____

CITY/COUNTY OF _____

I, _____ a Notary Public in and for the aforesaid State/District hereby certify that _____, appeared before me in the State/District and City/County aforesaid and executed this affidavit on this _____ day of _____ 20_____

Notary Public: _____

My Commission Expires: _____

Revised 8/20/12