

**CAMERON STATION COMMUNITY ASSOCIATION**

**MEETING OF THE BOARD OF DIRECTORS**

**January 28, 2020**

**6:30 p.m. – 7:00 p.m. Financial Reporting**

**7:00 p.m. – 9:30 p.m. – Board Meeting**

**Cameron Club Henderson Room**

**DRAFT AGENDA**

*Note timed agenda*

- |       |                                                                                         |        |      |
|-------|-----------------------------------------------------------------------------------------|--------|------|
| I.    | CALL TO ORDER/ESTABLISH QUORUM                                                          |        | 7:00 |
| II.   | APPROVE AGENDA                                                                          |        | 7:05 |
| III.  | GUEST SPEAKERS: Lieutenant Casey; Lieutenant Weinert<br>(5 Minutes Each)                |        | 7:10 |
| IV.   | RESIDENTS OPEN FORUM                                                                    |        | 7:15 |
| V.    | APPROVAL OF MINUTES (Pages 1-8)                                                         | TAB 1  | 7:20 |
|       | -- CSCA Board Meeting December 4/Special Meeting December 19                            |        |      |
| VI.   | FINANCIAL REPORT (deferred next month due to accrual)                                   |        | 7:45 |
| VII.  | ProFIT December 2019 Report (Pages 9 -12)                                               | TAB 2  | 7:50 |
| VIII. | OFFICERS & COMMITTEE MINUTES/REPORTS<br>Committee Reports Submitted (Pages 13 - 34)     | TAB 3  | 8:00 |
| IX.   | MANAGEMENT REPORT (Page 35)                                                             | TAB 4  | 8:05 |
| X.    | OLD BUSINESS                                                                            |        |      |
|       | a. City of Alexandria Update                                                            |        |      |
| XI.   | NEW BUSINESS                                                                            |        |      |
| XII.  | BOARD DECISION                                                                          |        |      |
|       | a. Guidelines of Meeting Responses to Owner Requests<br>(Pages 36 - 38)                 | TAB 5  | 8:20 |
|       | b. Specific Line Item in Budget due to Costs to the Association<br>(Pages 39 - 40)      | TAB 6  | 8:40 |
|       | c. Samuel W. Tucker PTA Request for Community partner –<br>Sweetheart Auction (41 – 44) | TAB 7  | 8:55 |
|       | d. Pool Caulking Project (45 – 49)                                                      | TAB 8  | 9:00 |
|       | e. Engineering for Water Intrusion (50 – 84)                                            | TAB 9  | 9:05 |
| XIII. | BOARD DISCUSSION                                                                        |        |      |
|       | a. Security Upgrade Consideration – John Burton to report                               | TAB 10 | 9:15 |
|       | b. Town Hall Meetings                                                                   |        | 9:20 |
|       | c. Insurance – Wilton Elmore/Nationwide Insurance – guest (7:30 p.m.)                   |        |      |
|       | d. Trash RFP – Green Glass Recycling/Bids February 2020 (85 – 96)                       | TAB 11 | 9:30 |
| XIV.  | EXECUTIVE SESSION ( <b>STATE PURPOSE PRIOR TO ENTERING ES</b> )                         |        |      |
|       | a. Delinquency/Collection/Attorney Status Accounts (Pages 97 - 189)                     | TAB 12 | 9:40 |
| XV.   | ADJOURNMENT                                                                             |        | 9:50 |

**TAB - 1**

DRAFT

**CAMERON STATION COMMUNITY ASSOCIATION  
BOARD OF DIRECTORS SPECIAL MEETING MINUTES  
Thursday, December 19, 2019**

A Special Board of Directors meeting of Cameron Station was held on Thursday, December 19, 2019. The meeting was called to order at 7:05 p.m. by Michael Johnson, Board of Directors President in the Cameron Club located at 200 Cameron Station Blvd., Alexandria, VA 22304, with a quorum present.

**ATTENDANCE**

Michael Johnson, President  
Sarah Meyer Walsh, Director  
Tom Sugrue, Secretary  
Martin Menez, Treasurer  
Jon Dellaria, Director  
Kim Canter, Director  
Joan Lampe, Director (present call in)  
Karen Soles, General Manager, CMC  
Todd Branson, Assistant General Manager, Recording Secretary, CMC  
Residents of Cameron Station Community Association

**ABSENT**

None

**APPROVE AGENDA**

**Move To: "Approve the meeting Agenda as presented."**

Moved By: Marty Menez

Seconded by: Tom Sugrue

For: All

Against: None

Absent: None

**MOTION PASSED**

**OVERVIEW OF TOPIC**

Mr. Johnson opened the meeting and stated that the Board of Directors is holding a Special Meeting to discuss, review and vote on the proposed new CMC management contract. Mr. Johnson stated the Board wanted to gather input and feedback from residents on the proposed contract between Cameron Station and AssociaCMC. Mr. Johnson thanked everyone for taking the time to review the draft contract as well as participating and sharing any feedback they may have.

### **RESIDENTS OPEN FORUM**

A resident, Michael Flores stated that he feels management has been nonresponsive in many cases to requests from residents and does not take accountability for its lack of responsiveness..

### **MANAGEMENT SEARCH PROCESS**

**Move To: "Have Marty Menez describe the management search process that has been executed by the Management Search Ad Hoc Committee."**

Moved By: Sarah Meyer Walsh

Seconded By: Kimberly Canter

For: All

Against: None

Absent: None

**MOTION PASSED**

Marty Menez described the management search process, so the residents could fully understand the efforts that have been taken by the Management Search Ad Hoc Committee. On May 13, 2019, the RFP was sent out by our legal counsel, Rees Broom PC, to six companies, Barkin, Camp, First Service Management Company, Cardinal Management, AssociaCMC and Legum & Norman. Responses were due back June 21, 2019. The Ad Hoc Committee met 5 times during the months on July and August to review proposals. In July, the Committee sent questions to all bidders and then narrowed down their list to 3 companies, Cardinal Management, AssociaCMC and Legum & Norman. All three companies were invited to present to the Ad Hoc committee July 29, 2019, and all attended. Based on all the submissions and their analysis of the relative merits of the competing companies, the Ad Hoc Committee forwarded a recommendation to the Board that detailed negotiations on a contract be undertaken with Associa CMC. Those negotiations were commenced with Michael Johnson, Board President, in the lead for Cameron Station and eventually resulted in the draft contract before the Board this evening.

Rebecca Landis, with Cameron Station/Woodland Hall, stated that her experience with AssociaCMC is that they assess a lot of additional charges. She had also heard that late fees were given to the management company, not the association. Further discussion revealed that late fees are paid to the Association, not the management company. She also added that AOC, the maintenance division of AssociaCMC, does poor work and charges too much. Rebecca recommended a Management Plan be put in place and suggested holding a Community Forum.

### **EXECUTIVE SESSION**

**Move To: "Go into Executive Session to discuss provisions of the contract."**

Moved By: Marty Menez

Seconded by: Tom Sugrue

For: All

Cameron Station Community Association- Special Meeting

Special Meeting – Management Contract

Thursday, December 19, 2019

DRAFT

Against: None

Absent: None

**MOTION PASSED**

**EXECUTIVE SESSION**

**Move To: "Come out of Executive Session to discuss provisions of the contract."**

Moved By: Marty Menez

Seconded by: Tom Sugrue

For: All

Against: None

Absent: None

**MOTION PASSED**

**EXECUTIVE SESSION**

**Move To: "Approve the Management Contract between AssociaCMC and Cameron Station based on a few minor edits made in Executive Session and agree to maintain daily accruals on financials of the Association."**

Moved By: Marty Menez

Seconded By: Kim Canter

For: All

Against: None

Absent: None

**MOTION PASSED**

**ADJOURNMENT**

**Move To: "Adjourn the meeting at 9:29 p.m."**

Moved By: Marty Menez

Seconded: Tom Sugrue

For: All

Against: None

Absent: None

**MOTION PASSED**

Minutes prepared, and respectfully submitted by: Todd Branson, Assistant General Manager,  
Recording Secretary, CMC

Cameron Station Community Association- Special Meeting

Special Meeting – Management Contract

Thursday, December 19, 2019

**TAB - 2**



## **Cameron Club Monthly Report**

**December 2019**

### **Attendance and Usage**

December – 5,895

- Average usage per day- 190

Previous month:

- November– 5,699
- Average usage per day- 189

## **Facility & Operations**

### **Group Exercise Class Program**

- Stretch and Core was the most attended classes this month.
- We saw an increase in 3 out of 10 classes from last month.

### **Exercise and Facilities Equipment**

- Currently all equipment is operational. There are 2 pieces that need adjustments, one the Cybex Arc Trainer and the Peloton. A technician will be coming out to fix the Peloton on January 8<sup>th</sup>. This is the earliest appointment I could schedule with them. Heartline has been notified about the Cybex Arc Trainer and is expected to be here early next week.

### **Personal Training**

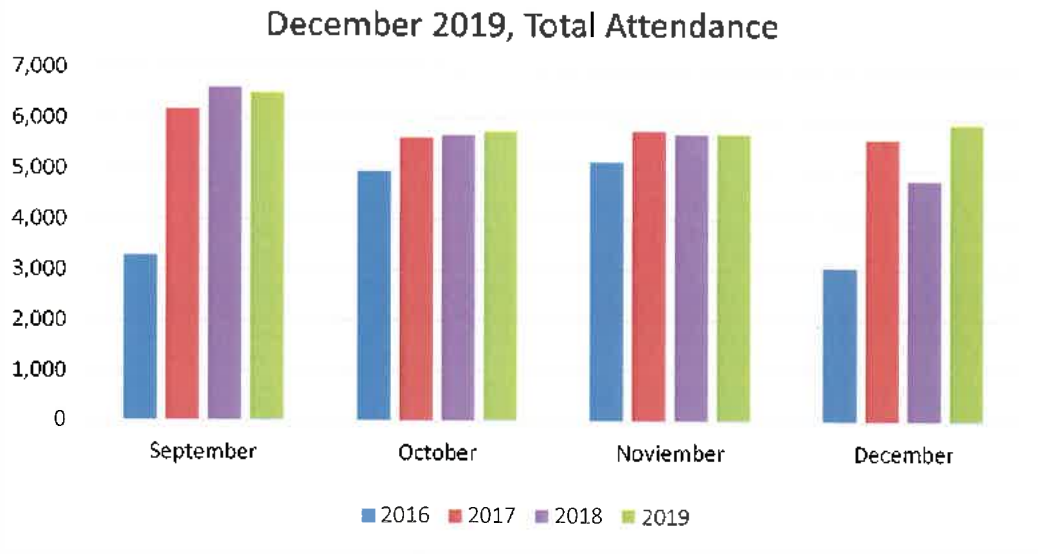
- For the month of November, we received 2 new clients, with the possibility of 2 more.

### **Upcoming Goals & Events**

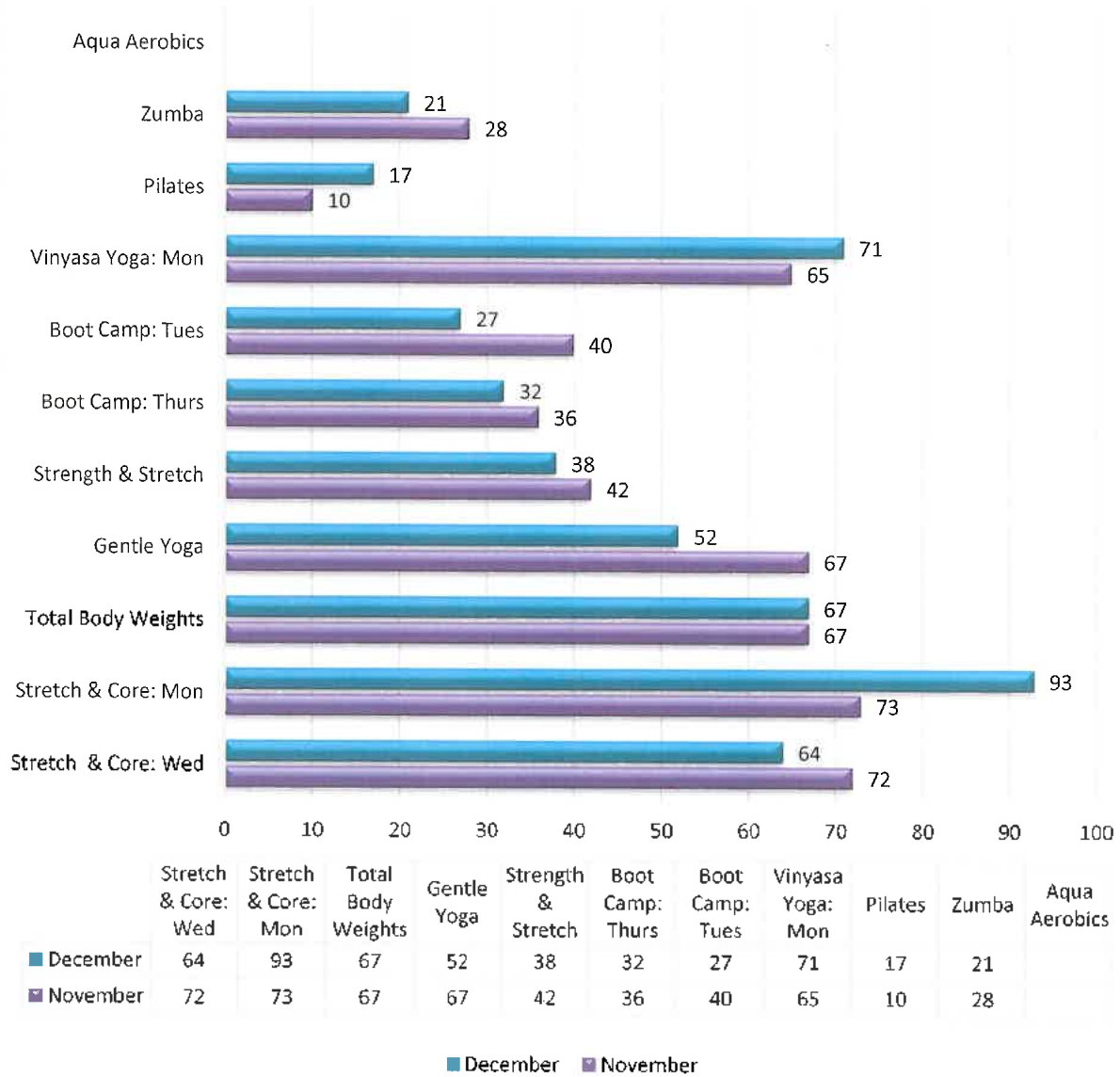
- The Salsa workshop, which is part 2 of 3 in the series, was scheduled to take place on November 29<sup>th</sup>, starting from 7:00 pm – 7:45 pm. Due to the Thanksgiving holiday we were concerned that the turn out would be low so we rescheduled the date for December 14<sup>th</sup> from 12pm – 12:45pm. We had 12 in attendance for this workshop and are working on having a free yoga class with Steel Fitness January 11<sup>th</sup>. We are currently finalizing the details.



## Graphs



## Class Attendance November/December 2019



**TAB - 3**

Cameron Station Community Association  
Financial Advisory Committee Meeting  
November 21, 2019  
Cameron Club Henderson Room

**MEETING MINUTES**

- I. Call to Order
  - a. The meeting was called to order at 7:06p.m.
  - b. Members Present: Chairman Takis Taousakis; Joan Lampe; Bill Blumberg; Fred Blum; Jeff Gathers; Andrew Hill
  - c. Members Absent: Alex Cebotari
  - d. Others Present: Martin Menez, Board Treasurer and Board Liaison; Todd Branson, Assistant Community Manager
- II. Approval of Agenda
  - a. The agenda was approved unanimously.
- III. Approval of Previous Month's Minutes
  - a. The October 24, 2019 meeting minutes were approved unanimously.
- IV. Resident Open Forum
  - a. No residents were present.
- V. Review of Financial Results
  - a. October 31, 2019 Financial Statements and Variance Report.  
The committee reviewed the financial statement package for the ten-month period ended October 31, 2019. The chairman noted considerable improvements in the formation the monthly Variance Report and the explanations provided by CMC management. A discussion commenced on the format and possible changes in the Executive Summary section on page one, primarily to improve the reader's understanding of the variance calculations.
  - ✓ Committee members reviewed the calculation of the Accounts Receivable delinquency percentage, which was reported at 4.5%, higher than expected. Historically, the Cameron Station condo associations have submitted the collections of assessment payments past the due date each quarter, resulting in a higher receivable balance. Beginning in January 2020, CSCA will charge the condo associations a late fee and interest, in accordance with a recently passed Board policy. The Cameron Station condo associations were given formal written notice of the Board policy in late October.
  - ✓ The committee requested CMC management to determine the timing of CSCA's collection of "resale processing fees" that are due to the Association.
  - ✓ The committee reviewed the specific operating expense accounts and budget variances of the October 31, 2019 Financial Statements and Variance Report.

- ✓ Architectural Comprehensive (Account 5035) is under budget YTD, primarily due to more work performed by in-house staff instead of the CMC Chantilly office.
- ✓ Event Plan (Account 5200) – Expenses occurring in October largely due to the Christmas event planning.
- ✓ Snow Removal (Account 6442) - The expenses incurred in October 2019 related to street and gutter cleaning, including sweeping and sand removal in the streets and curbs by a third-party vendor other than Lancaster, the plowing provider.
- ✓ Print and Copy (Account 5210)- The Communications Committee is working on the new Welcome Packets. A proposal was discussed for management to review the allocation of expenses between the CMC Management 's administrative expenses for "print and copy" (5210) and the Communications Committee's budget for this project (5316). *Follow up by CMC management is necessary.*
- ✓ Common Area Committee Accounts are over budget by approximately \$50,000 year to date. While the CAC Chairperson has suggested that part of the variance may be due to incorrect expense account classifications, he has also agreed to meet with Lancaster to determine if any of the account variances are due to "capital improvement" projects or deferred billing. *CMC management, the FAC chairman, and the CAC chairman will work together with the Board Treasurer and Lancaster to determine what work has been completed but not yet billed.* In addition, Lancaster has been notified that all other projects outside the scope of normal contract services are on "Hold."
- ✓ Administrative Salaries (Account 5302) – The year to date variance between budget and actual is due to changes in the onsite management staff. *Mr. Menez requested CMC to explain the details of the variance with him directly.*
- ✓ Irrigation Repairs (Account 6199)- These expenses were incorrectly charged to this account.
- ✓ Legal fees Collections and Regular (Account 7025)- CMC indicated the collection efforts were increased, resulting in additional collection of past due accounts, interest and late fees (Income Account 4720).

b. Reserve Fund Investment Worksheet

- ✓ The Board Treasurer referenced the Reserve Fund Investment Worksheet and reported one security investment representing a callable bond included in the Investments Reserve account has in fact been "called" recently and will be replaced with a similar investment.
- ✓ The Association had recent conversations with the Alexandria City Management to update the city's repaving schedule for city streets within Cameron Station. Based on the city plan, these streets may be scheduled for repaving in 2023, but not before. It was

also confirmed that the sidewalks on the city streets are the responsibility of the City. This fact should be clarified for CAC and Lancaster.

- ✓ As the Cameron Station's own paving schedule is determined, coordination between the investment maturity dates and the expected funding will need to be carefully managed.

#### VI. Old Business

##### a. CSCA Investment Policy

The committee reviewed the suggested changes to the Investment Policy and other updates made from the previous meeting. Mr. Menez recommended the "red-lined" version and latest draft be sent to CSCA's outside legal counsel for review with a final draft copy incorporating all changes to the FAC committee members.

##### b. 2019 (Miller + Dodson) Reserve Study Updates

Mr. Taousakis briefly indicated the study is completed and he is satisfied with the Reserve Contribution information included in the 2020 budget.

##### c. 2019 Repair & Replacement Reserve Project Updates

Mr. Taousakis developed a project tracking worksheet and reviewed previously with FAC members (for GL 3280). This worksheet will become the planning and financial tracking tool for Cameron Station projects.

#### VII. New Business

##### a. Reimbursement Procedure for CSCA

- ✓ The Board Vice President and Board Treasurer had recent conversations on the policy and procedures related to committee and other related purchases, including reimbursements for costs incurred on behalf of the association.
  - ✓ A process needs to be developed to ensure that residents, including committee members who incur costs at the last minute for smaller purchases can be reimbursed (e.g. Activities' last minute purchase for balloons or food for an event).
  - ✓ A documentation process for invoices and receipt of disbursement should already be in place. If it isn't, the CMC management office needs to implement.
- ##### b. Best Practices for Reserves
- ✓ The committee reviewed excerpts from a Mercer Trigiani company presentation on the Best Practices on Reserves and found that we are following the best practices outlined

#### VIII. The meeting was adjourned at 9:40 p.m.

**MEETING MINUTES**  
**CAMERON STATION COMMUNITY ASSOCIATION, INC.**  
**COMMON AREA COMMITTEE**

**Monday, November 11, 2019**

The regularly scheduled monthly meeting of the Common Area Committee (CAC) was held on Monday, November 11, 2019. The meeting was called to order at 7:00 PM by Kathy McCollom, CAC Vice Chairman in the club's second floor meeting room.

Members Present:	Kathy McCollom, CAC Vice Chairman	Linda Greenberg, CAC Member
	Kyle Gerron, CAC Member	Mindy Lyle, CAC Member
	Hockley Walsh, CAC Member	Wendy Ulmer, CAC Member

Others in Attendance: Karen Soles, CMC

Residents: Erin Schiesel, 169 Barrett Place, David Hotle, Woodland Hall

**OLD BUSINESS:**

**Move to: Approve Meeting Minutes – Monday, October 14, 2019**

Moved by: Ulmer

Seconded By: Gerron

For: All

Against: None

**Motion Passed**

**Updates from Last Meeting:**

**Park Benches:** Bench updates and replacements are proceeding with budgetary constraints in mind, some benches will require complete replacement, others can be updated with replacement of slats.

**5205-5209 Standing Water:** Standing water at low spot in brick path accumulates after rain. Lancaster to regrade area so water drains. Lancaster began the work but left a hole after a pipe was discovered next to the brick walk..

**NEW BUSINESS:**

**Resident Open Forum:** Schiesel inquired about HOA requirements to replace sides of the failing fence on her property. Her neighbor was concerned the replaced fence would be a different color and create a multi-colored fence along their respective properties. CAC advised the fence was private property. Lyle and Soles suggested stain to match current fencing color.

Hotle noted a gap in fencing at Woodland Hall behind Cameron Park. This gap has become an area for dog relief and people cutting through. CAC noted the area is not irrigated and Woodland Hall Board could choose to irrigate. CAC suggested negotiating with Cameron Park regarding dog issues. Lyle suggested a small fence to prevent walk-throughs. Hotle then inquired as to the responsibility for brick walkways at Woodland Hall, CAC advised the City is responsible for those walkways; CMC can coordinate brickwork.

**Board Update:** Pocket park plans for Knapp and Donovan were not approved by the Board. CAC agreed Knapp park was most in need of updates; CMC suggested a modified plan and/or requesting outside quotes. CAC acknowledged outside quotes would incur additional time and expense as the current plan is Intellectual Property of Lancaster and can't be re-used. McCollom and Greenberg are considering attending the 12/04/19 Board meeting to address the need to maintain current standards and reiterate the impact on home values and current competition in the area.

The Board does not believe a replacement of the irrigation system is necessary at this time.

CAC acknowledged the lack of and need for a Board Liaison.

**Common Area Applications:** None

**Proposal Considerations:** None

**Discussion:**

**Brick Replacements:** Brick replacements continue, level 2's and 3's are in process

**Fencing concerns:** Fencing on the Pickett side of the community is failing and could be a liability for Cameron Station.

**Irrigation issues:** Lyle is currently doing unofficial emergency duty to shut off water in the event of irrigation leaks; CAC members volunteered to be trained as secondary contacts to turn off water as needed. Curt from Aquaman is to be notified for resolution of issue.

**Winterizing:** Walsh requested a separate email communication to residents to address cold winterizing specific to external hose bibs.

**Items discussed -CMC:** Fencing around recently re-seeded areas should be removed within the week. CMC is still gathering bids for Clubhouse outside lighting. The annual irrigation blow-out was scheduled last week.

The next CAC meeting will be December 9<sup>th</sup> at Hockley Walsh's residence, 5199 Brawner.

The meeting adjourned at 8:17 PM.



**MEETING MINUTES  
CAMERON STATION COMMUNITY ASSOCIATION, INC.  
COMMON AREA COMMITTEE**

**Monday, December 9, 2019**

The regularly scheduled monthly meeting of the Common Area Committee (CAC) was held on Monday, December 9, 2019. The meeting was called to order at 7:51 PM by Robert Burns, CAC Chairman, at the residence of CAC member S. Hockley Walsh, 5199 Brawner Place.

<b>Members Present:</b>	Robert Burns, CAC Chairman	Kathy McCollom, CAC Vice Chairman
	Kyle Gerron, CAC Member	Wendy Ulmer, CAC Member
	Linda Greenberg, CAC Member	Mindy Lyle, CS Board Liaison
	S. Hockley Walsh, CAC Member	

**Others in Attendance:** Karen Soles, CMC, Todd Branson, CMC. Adrienne Zaleski, Lancaster Landscapes, Joel Owen, Lancaster Landscapes

**OLD BUSINESS:**

**Move to: Approve Meeting Minutes – November 11, 2019**

Moved by: Greenberg

Seconded By: Gerron

For: All

Against: None

**Motion Passed**

**Updates from last meeting:**

**Pocket Parks:** CMC is seeking additional firms to bid for the work. CMC requested Lancaster provide names of comparable, reputable firms to contact. CMC will work with McCollom and Greenberg when reviewing the bids in addition to reviewing classification of expenses between Operational and Reserve funds.

**Leaf Collection:** The next leaf collection is scheduled for December 22<sup>nd</sup>, before the Hanukah and Christmas holidays.

**Resident Open Forum:** None

**Board Update:** Joan Lampe has been appointed as CAC board liaison

**Common Area Applications:** None

**Discussion:**

**Reserve Budget:** CAC discussed the 2020 Reserve budget along with outlying years. Walsh specifically discussed the adequacy of reserves regarding upcoming re-paving projects.

The next meeting will be on January 13, 2020 at the Cameron Club.

The meeting adjourned at 8:25 PM.

**MEETING MINUTES  
CAMERON STATION COMMUNITY ASSOCIATION, INC.  
COMMON AREA COMMITTEE**

**Monday, January 13, 2020**

The regularly scheduled monthly meeting of the Common Area Committee (CAC) was held on Monday, January 13, 2020. The meeting was called to order at 7:00 PM by Robert Burns, CAC Chairman in the club's second floor meeting room.

<b>Members Present:</b>	Robert Burns, CAC Chairman	Kathy McCollom, CAC Vice Chairman
	Kyle Gerron, CAC Member	Wendy Ulmer, CAC Member
	Linda Greenberg, CAC Member	

**Members Absent:** S. Hockley Walsh, CAC Member, Mindy Lyle, CAC Member

**Others in Attendance:** Todd Branson, CMC, R. Philip and Cindy Deavel, 4916 Donovan

**OLD BUSINESS:**

**Move to: Approve Meeting Minutes – December 9, 2019**

Moved by: Burns

Seconded By: Greenberg

For: All

Against: None

**Motion Passed**

**Updates from last meeting:**

**Pocket Parks:** CMC continues seeking additional firms to bid for the work. CMC will work with McCollom and Greenberg to review the pre-bids in addition to reviewing classification of expenses between Operational and Reserve funds. Bid will be sent out after the pre-bid meeting scheduled on Feb 6<sup>th</sup>.

**Sidewalk Brick Repair:** CAC requested a schedule of which brick repairs have been completed and what work is still outstanding. This will inform a decision on the revised "not to exceed" amounts

**New Business:**

**Resident Open Forum:** Deavel provided pictures and background to the drainage issues in the intersecting area between Donovan and Murtha. Large tree roots have surfaced and water is pushed to outside of the common area to residence. Roots are moving under the house which could cause structure damage. The tree Lancaster previously trimmed is hitting the house again. Deavel noted personal effort taken to trim the tree and seed the area without success.

Lancaster provided Proposal #29978 for the residents to mitigate the issues as it relates to Common Area which was previously approved (see CAC August Minutes) pending a revision to remove the line item for stepping stones.

**Board Update:** None

**Common Area Applications:** None

**The following proposals were tabled pending revision and additional information:**

**Leaf Removal – Linear Park (30290)** This proposal to remove leaves from Linear Park is tabled pending the outcome of conversations between CMC and the City. CMC is pushing the city to take responsibility for leaf removal.

**Discussion:**

**Power washing- Brick Fencing along Duke Street:** CMC received three bids and presented the lowest bid to power wash the outside brick fencing to CAC. CAC requested to see the other two bids and requests sourcing additional bids.

**Reserve Budget:** CAC reviewed the 2020 Reserve budget to send feedback to CMC and FAC. The question arose as to unfinished 2019 projects – do those funds carry to the 2020 Reserve budget for those line items? Gerron agreed to review and clarify CAC breakdown within reserves.

**CAC Budget:** CAC discussed monthly budget tracking as requested by FAC. A Google document with limited permissions was suggested as a solution. In addition, CAC stated a strong preference for GL codes to be recommended to us for proposals.

**LED Lights:** CMC is to search for additional vendors to bid on the conversion to LED lights within the community. Branson noted the switch to LED was a positive change for the clubhouse.

**RFPs Timeline:** CAC requested a timeline for the upcoming RFPs (eg. Paving, irrigation and landscape contract).

**Spring Flowers:** CMC & Lancaster to provide color guide; McCollom agreed to design and

The next meeting will be on February 10, 2020 at the Cameron Club.

The meeting adjourned at 8:23 PM.

DRAFT MINUTES CAMERON CLUB FACILITIES COMMITTEE (CCFC) MEETING  
THURSDAY, JANUARY 9, 2020

The following individuals attended the meeting:

Ray Celeste, CCFC Chair

Dan Ogg, CCFC Vice Chair

Brendan Hanlon, CCFC Member

Todd Branson, CMC Management

Jon Dellaria, BODs Representative to the CCFC

Rich Mandley, ProFIT President

The following individuals were absent:

Tim Regan, CCFC Recording Secretary

John Burton, CCFC Member

[Note 1: there was not a quorum in December, so the CCFC did not formally meet in December 2019 and there are no minutes for December 2019]

1. The Cameron Club Facilities Committee meeting was called to order by Ray Celeste at 7:04 p.m.
2. Ray Celeste stated that we need to add to the agenda (Item 10. New Business) a review of 2019 Reserve Study spending. Brendan Hanlon made a motion to approve the agenda as amended. The motion was seconded by Dan Ogg and it passed unanimously.
3. Residents' Open Forum: no residents attended the meeting.
4. Brendan Hanlon made a motion to approve the CCFC's meeting minutes for November. The motion was seconded by Dan Ogg and it passed unanimously.
5. Pool Matters. Ray Celeste provided the update. The BOD approved opening the pool one weekend before Memorial Day in May 2020. The CCFC asked to keep the pool open for one week after Labor Day in September 2020. American Pool told the BOD this was already in the 2020 contract. The reason this was not in the contract for 2019 was the way the 2019 calendar fell thus adding an additional weekend for the pool season not covered in the original pool management contract. CMC Management is making these changes to the contract with American Pool.

There is still an outstanding proposal from American Pool to caulk the pool for \$3,145.50 that was approved by the CCFC in an electronic motion on December 16, 2019. The payment will be made from GL6700, which has \$4,000.00 remaining as of January 2020. American Pool agreed to honor the price quoted in 2019, but only until the end of January 2020. The CCFC directed CMC Management to add the caulking quote to the BOD agenda for January 2020, so the BOD would have the opportunity to approve the work before the end of January.

6. BOD Update. Ray Celeste provided the BOD update. John Burton briefed the BOD on the sound system for the multi-purpose gym and on the security upgrades for the Cameron Club facilities. The BOD approved the motion for the sound system upgrade and CMC Management has arranged for the work to be completed by the end of January. The BOD decided that more information is needed on the security upgrades, including obtaining input from community residents through a Town Hall meeting. Marty Menez outlined his suggestions for the Town Hall meeting and for the issues to be addressed. The scope is to include the Cameron Club facilities (but not the whole community) and the desired outcome is to have input on ways to 1) protect Cameron Club facilities employees, 2) protect Cameron Club building and property, and 3) protect the usage of our facilities (which are sized and maintained to support only our residents—not to support the City of Alexandria or the public in general).

A Working Group has been formed to plan the Town Hall meeting. The working group includes Dan Ogg, Ray Celeste, and Jon Dellaria, with input and advice provided by Marty Menez.

7. CMC Management report. Todd Branson provided the CMC Management update.
- a) The draft Weyer contract for the basketball court floor replacement is still being discussed by Weyer, CMC Management, the CCFC and ProFIT. One new factor is that water intrusion issues at the Cameron Club facilities may delay the start of work once the contract arrangements have been agreed upon. If they are not agreed upon then CMC Management will go out with a new Request for Proposal (RFP).
  - b) Locker Room Renovation. Floor plans have been obtained and the CCFC will begin consideration of the renovation project that is expected to occur in 2020.
  - c) Water Intrusion in the clubhouse. CMC Management obtained the quotes for a thorough investigation into the water intrusion issue, and passed the quotes on to the BOD for consideration.
  - d) CMC Management is working to finalize a new contract for HVAC system maintenance at the Cameron Club facilities.
  - e) The TV covers are in place but may need some adjustment to fit properly. Ray Celeste stated that he would follow up with the vendor (Cameron Station Valet).
  - f) In response to a request from a resident, CMC Management provided usage information for the room rentals in the Cameron Clubhouse and obtained the rental rates being charged in two other communities similar in size to Cameron Station.

The CCFC found that the room rental rate in other communities ranged from \$30/hr to \$45/hr. The rental fee for the Great Room at Cameron Station is approximately \$38 per hour. The CCFC considers the room rental fees at Cameron Station to be

reasonable and in line with other communities. Therefore, the CCFC does not recommend any change to the fees.

8. ProFIT Report:

- a) Rich Mandley provided the ProFIT monthly report. Attendance in December was 5,895 (190 per day) compared to November's attendance of 5,699 (189 per day).
- b) All equipment is up and running.
- c) Part 2 of 3 Salsa workshops was completed December 14, 2019. ProFIT is planning a free yoga class with Steel Fitness in workshop in January.
- d) Rich Mandley provided an updated Capital Equipment plan for the replacement of exercise room equipment. The proposed expenditures are in line with the Reserve Study of June 2019.

9. Old Business.

- a) Security audit. This was discussed under agenda item 6.

10. New Business.

- a) Reserve Study spending in 2019. The CCFC began to review the Reserve Study spending but soon found that the spending table provided did not specify which committee needed to review which line items. Also, many of the line items are not described in enough detail to understand the scope of work. Finally, some items on the table showed no expenditure recorded in 2019, but the CCFC knows the expenditure was made in 2019 (e.g., pool area tables and pool area umbrellas). The CCFC suggests that the Reserve study spending table be updated to ensure all paid invoices are reflected.

The CCFC recommends that all Reserve Study items planned in 2019 (but not executed) be moved into 2020 for further consideration. Both of these issues will be communicated to the Facilities Advisory Committee (FAC) by the CCFC, Chair, Ray Celeste, Jr.

11. Adjournment: Dan Ogg made a motion to adjourn the meeting. Brendan Hanlon seconded the motion and it passed unanimously. The meeting was adjourned at 8:40 p.m.

**APPROVED**

**MEETING MINUTES  
CAMERON STATION COMMUNITY ASSOCIATION, INC.  
ARCHITECTURAL REVIEW COMMITTEE  
Tuesday December 3, 2019**

The regularly scheduled monthly meeting of the Architectural Review Committee (ARC) for December was held on Tuesday December 3, 2019. The meeting was called to order at 7:00 p.m. by ARC Chair, Karen Diener, located at 200 Cameron Station Blvd., Alexandria, VA 22304, with a quorum present.

**ARC MEMBERS IN ATTENDANCE**

Karen Diener – ARC Chairperson  
Gayle Hatheway – ARC Vice Chair  
Craig Schuck – ARC Member  
Stephen Pearson – ARC Member  
Jeremy Drislane – ARC Member  
Kevin Devaney – ARC Member

**MEMBERS ABSENT**

Sharon Wilkinson – ARC Member

**OTHERS IN ATTENDANCE**

Cameron Station Residents  
Bethlehem Kebede, Covenants Administrator, CMC

**APPROVE AGENDA**

**MOVE TO: "Approve the Agenda as presented"**

Moved By: Craig Schuck

Seconded By: Gayle Hatheway

For: All

Against: None

Absent: Sharon Wilkinson

**MOTION PASSED**

**RESIDENTS OPEN FORUM**

There were no comments made from residents in this forum.

**APPROVED**

**MOVE TO: "Approve the ARC meeting minutes from November/2019 as presented."**

Moved By: Craig Schuck

Seconded By: Stephen Pearson

For: All

Abstain: Gayle Hatheway

Absent: Sharon Wilkinson

Against: None

**MOTION PASSED**

ADDRESS	MODICATION REQUEST	ARC ACTION/VOTE
150 Martin Ln	Outdoor Light Fixture Replacement	<b>Approved as submitted.</b> Moved By: Gayle Hatheway Seconded By: Kevin Devaney For: All Against: None Absent: Sharon Wilkinson <b>MOTION PASSED</b>
325 CSB	Tree Replacement	<b>Disapproved.</b> Moved By: Craig Schuck Seconded By: Stephen Pearson For: All Against: None Absent: Sharon Wilkinson <b>MOTION PASSED</b>
325 CSB	Landscaping Improvement	<b>Approved as submitted.</b> Moved By: Craig Schuck Seconded By: Kevin Devaney For: All Against: None Absent: Sharon Wilkinson <b>MOTION PASSED</b>
351 Livermore Ln	New Deck Construction	<b>Approved as submitted.</b> Moved By: Craig Schuck Seconded By: Stephen Pearson For: All Against: None Absent: Sharon Wilkinson <b>MOTION PASSED</b>
442 Ferdinand Day Dr.	Storm Door Application	<b>Disapproved.</b> Moved By: Craig Schuck Seconded By: Stephen Pearson For: All Against: None Absent: Sharon Wilkinson <b>MOTION PASSED</b>



**MATTERS FOR INFO/DISCUSSION/DECISION****Covenants Report- November 2019**

- Comprehensive Inspection conducted in October and November is 293.
- The number of Resale Inspections conducted in November is 2.
- The number of Exterior Modification Applications reviewed in November is 15.
- In November there were no vehicles towed.
- For the month of November 18 violation letters were sent.
- The next meeting of the Architectural Review Committee will be decided on December 3rd.

**MOVE TO: "Approve the ARC meeting dates listed below for 2020 as adjusted."**

Moved By: Stephen Pearson

Seconded By: Kevin Devaney

For: All

Against: None

Absent: Sharon Wilkinson

**MOTION PASSED**

<b>Application Due Date</b>	<b>ARC Meeting Date</b>
December 30, 2019	Tuesday January 7, 2020
January 24, 2020	Tuesday February 4, 2020
February 21, 2020	Tuesday March 3, 2020
March 27, 2020	Tuesday April 7, 2020
April 24, 2020	Tuesday May 5, 2020
May 22, 2020	Tuesday June 2, 2020
June 26, 2020	*Tuesday July 7, 2020
July 24, 2020	Tuesday August 4, 2020
August 21, 2020	*Tuesday September 1, 2020
September 25, 2020	Tuesday October 6, 2020
October 23, 2020	*Thursday November 5, 2020
November 20, 2020	Tuesday December 1, 2020

## APPROVED

### Next Board Meeting

A representative from the ARC is scheduled to attend the December Board meeting.

### HEARING OPEN SESSION

There were homeowners present for this session to discuss their hearings.

- One of the residents discussed their hearing regarding the removal of dead trees on their property.
- Another resident discussed their hearing regarding a parking violation, this resident raised concerns that towing is not being enforced in the Community when needed. It was discussed that not having Parking Enforcement for the past 4 months has made it difficult to manage parking violations, enforce towing, place fines and enforce the parking policy in general. The Committee will inquire with the Board at their December meeting as to when the Parking Enforcement position is going to be filled.

### **MOVE TO: "Enter Executive Session for Hearing deliberations at 7:55p.m."**

Moved By: Stephen Pearson

Seconded By: Kevin Devaney

For: All

Against: None

Absent: Sharon Wilkinson

**MOTION PASSED**

### **MOVE TO: "Exit Executive Session at 8:10p.m."**

Moved By: Craig Schuck

Seconded By: Kevin Devaney

For: All

Against: None

Absent: Sharon Wilkinson

**MOTION PASSED**

### **MOVE TO: "Waive the fines for Account 00448-2967, provided that there are no future occurrences of the kind within the next 30 days"**

Moved By: Stephen Pearson

Seconded By: Craig Schuck

For: All

Against: None

Absent: Sharon Wilkinson

**MOTION PASSED**

**APPROVED**

**MOVE TO: "Assess a fee of \$50 + postage fees on Account 00394-9883 for failure to comply with the Association's Policies"**

Moved By: Gayle Hatheway

Seconded By: Stephen Pearson

For: All

Against: None

Absent: Sharon Wilkinson

**MOTION PASSED**

**MOVE TO: "Waive fines for Account 00386-3312 as the homeowner was present for their hearing and presented all the requested information at the hearing"**

Moved By: Craig Schuck

Seconded By: Stephen Pearson

For: All

Against: None

Absent: Sharon Wilkinson

**MOTION PASSED**

**MOVE TO: "Disapprove homeowner's request for Account # 00364-6720 to waive the fines that have already been assessed till the storm door on the house comes in compliance. The ARC intends to waive the fines provided that the storm door comes in compliance within 45 days from the date of this decision"**

Moved By: Gayle Hatheway

Seconded By: Stephen Pearson

For: All

Against: None

Absent: Sharon Wilkinson

**MOTION PASSED**

**MOVE TO: "Adjourn the Meeting at 8:15 p.m."**

Moved By: Gayle Hatheway

Seconded By: Stephen Pearson

For: All

Against: None

Absent: Sharon Wilkinson

**MOTION PASSED**

*Minutes prepared and submitted by: Bethlehem Kebede, Covenants Administrator, CMC.*

**MEETING MINUTES  
CAMERON STATION COMMUNITY ASSOCIATION, INC.  
ARCHITECTURAL REVIEW COMMITTEE  
Tuesday January 7, 2020**

The regularly scheduled monthly meeting of the Architectural Review Committee (ARC) for January was held on January 7, 2020. The meeting was called to order at 7:00 p.m. by ARC Vice Chair, Gayle Hatheway located at 200 Cameron Station Blvd., Alexandria, VA 22304, with a quorum present.

**ARC MEMBERS IN ATTENDANCE**

Gayle Hatheway – ARC Vice Chair  
Craig Schuck – ARC Member  
Stephen Pearson – ARC Member  
Kevin Devaney – ARC Member  
Sharon Wilkinson – ARC Member

**MEMBERS ABSENT**

Karen Diener – ARC Chairperson  
Jeremy Drislane – ARC Member

**OTHERS IN ATTENDANCE**

Cameron Station Residents  
Bethlehem Kebede, Covenants Administrator, Recording Secretary, CMC

**APPROVE AGENDA**

**MOVE TO: "Approve the Agenda as presented"**

Moved By: Craig Schuck

Seconded By: Sharon Wilkinson

For: All

Against: None

Absent: Karen Diener, Jeremy Drislane

**MOTION PASSED**

**RESIDENTS OPEN FORUM**

- Mr. Elliott Waters was present and discussed with the Committee concerning an item listed in a recent notification he received in the mail as a result of the inspection conducted on his property as part of the Community Wide Annual Comprehensive Inspection. The homeowner had a few questions regarding the citation with one of them being, if CSCA is aware of any factors in the community that are

## DRAFT

contributing to the likes of incompliances noted on his property inspection report, and if so, he advised that the Association should take that into account and exact some sort of consideration on behalf of those homeowners that are impacted.

- There was another homeowner who was to appear at this Open Form but instead sent the information to be discussed at this session through management. It was a draft letter proposed to change the language of the current violation notices. The Committee after reviewing both the proposed draft letter and the language of the current violation letter: made a recommendation to keep the language of the violation letters as is.

**MOVE TO: "Approve the ARC meeting minutes from December/2019 as presented."**

Moved By: Craig Schuck

Seconded By: Stephen Pearson

For: Gayle Hatheway, Kevin Devaney

Abstain: Sharon Wilkinson

Absent: Karen Diener, Jeremy Drislane

Against: None

**MOTION PASSED**

ADDRESS	MODICATION REQUEST	ARC ACTION/VOTE
123 Martin Ln	Roof Replacement & Vent installation	Approved as submitted. Moved By: Craig Schuck Seconded By: Stephen Pearson For: All Against: None Absent: Karen Diener, Jeremy Drislane <b>MOTION PASSED</b>
5008 John Ticer Dr.	Window & Door Replacements	Return for More Information: a) Identify homes with like kind screens b) Identify homes with like kind hardware already in place Moved By: Craig Schuck Seconded By: Stephen Pearson For: All Against: None Absent: Karen Diener, Jeremy Drislane <b>MOTION PASSED</b>
325 Cameron Station Blvd	Shrub Replacement	Withdrawn by the Homeowner.

5159 Brawner Pl	Retroactive Application for Camera installed	<b>Disapproved.</b> Moved By: Craig Schuck Seconded By: Stephen Pearson For: All Against: None Absent: Karen Diener, Jeremy Drislane <b>MOTION PASSED</b>
278 Murtha St.	Window Replacement	<b>Approved as submitted.</b> Moved By: Craig Schuck Seconded By: Stephen Pearson For: All Against: None Absent: Karen Diener, Jeremy Drislane <b>MOTION PASSED</b>
5026 Grimm Dr.	Roof Replacement	<b>Approved as submitted.</b> Moved By: Craig Schuck Seconded By: Stephen Pearson For: All Against: None Absent: Karen Diener, Jeremy Drislane <b>MOTION PASSED</b>
5003 Donovan Dr.	Roof Replacement	<b>Approved with a Stipulation.</b> <b>Shingles must be close to or matching current/existing shingle color.</b> Moved by: Craig Schuck Seconded by: Stephen Pearson For: All Against: None Absent: Karen Diener, Jeremy Drislane <b>MOTION PASSED</b>
5078 Grimm Dr.	Shutter Replacement	<b>Approved with a Stipulation.</b> <b>All shutters of the house have to be replaced with like style, color and design as the original ones.</b> Moved by: Craig Schuck Seconded by: Stephen Pearson For: All Against: None Absent: Karen Diener, Jeremy Drislane <b>MOTION PASSED</b>
191 Cameron Station Blvd.	Roof Replacement/Ratify	<b>Approved as submitted.</b> Moved By: Craig Schuck Seconded By: Stephen Pearson For: All Against: None Absent: Karen Diener, Jeremy Drislane <b>MOTION PASSED</b>

5257 Bessley Pl	Tree Replacement	Approved as submitted. Moved By: Craig Schuck Seconded By: Stephen Pearson For: All Against: None Absent: Karen Diener, Jeremy Drislane MOTION PASSED
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**MATTERS FOR INFO/DISCUSSION/DECISION**

- The 2019 Community Wide Comprehensive Inspection has been completed. There are several homes that are found to be in violation, first notice letters have gone out for all homes, a follow up inspection on these homes will resume in Spring 2020.

**Next Board Meeting**

A brief report was made from the previous board meeting and a representative from ARC is also scheduled to attend the January Board meeting.

**Covenants Report- December 2019**

- The # of Comprehensive Inspections conducted in December is 124. This was the last phase for the year 2019, all homes have been inspected and the inspections are now completed for the year.
- The number of Resale Inspections conducted in December is 2.
- The number of Exterior Modification Applications reviewed in December is 6.
- For the month of December there were no vehicles towed.
- For the month of December 203 violation letters were sent. Of these, 188 letters are through the Comprehensive Inspections conducted in November & December.
- The next meeting of the Architectural Review Committee is on February 4, 2020 application are due for this meeting on January 24, 2020.

**HEARING OPEN SESSION**

- There were no residents present for this session.

**MOVE TO: "Enter Executive Session for Hearing deliberations at 8:30p.m."**

Moved By: Stephen Pearson

Seconded By: Craig Schuck

For: All

Against: None

Absent: Karen Diener, Jeremy Drislane

**MOTION PASSED**

**MOVE TO: "Exit Executive Session at 8:40p.m."**

Moved By: Craig Schuck

Seconded By: Stephen Pearson

For: All

Against: None

Absent: Karen Diener, Jeremy Drislane

**MOTION PASSED**

**MOVE TO: "Assess fines for accounts 00205-2247;;00305-6420 for failure to comply with the Association's Policies."**

Moved By: Stephen Pearson

Seconded By: Craig Schuck

For: All

Against: None

Absent: Karen Diener, Jeremy Drislane

**MOTION PASSED**

**MOVE TO: "Waive fines for accounts 00324-2522;00389-8727 for reasons presented by the homeowners and as discussed in the Executive Session."**

Moved By: Stephen Pearson

Seconded By: Craig Schuck

For: All

Against: None

Absent: Karen Diener, Jeremy Drislane

**MOTION PASSED**

**MOVE TO: "Adjourn the Meeting at 8:40p.m."**

Moved By: Craig Schuck

Seconded By: Stephen Pearson

For: All

Against: None

Absent: Karen Diener, Jeremy Drislane

**MOTION PASSED**

*Minutes prepared and submitted by: Bethlehem Kebede, Covenants Administrator, CMC.*



Cameron Station Communications Committee  
Meeting Minutes  
20 Nov 2019

**ComCom Members Present:** Tricia Hemel, Rebecca Pipkins, David Thorpe, Susan Klejst

**Compass Members Present:** Pat Sugrue, Carla Besosa, Marian Cavanagh, Lenore Marema

**Welcome Committee Members Present:** Linda Taousakis

**HOA Board Member Liaison Present:** Tom Sugrue

**Non-members Present:** Kimberly Dillon, Ava Avila

**Absent:** Rene Zimmer (Compass), Elizabeth Engle (Compass) Mary Rulien (ComCom)

**Call to Order**

Meeting was called to order at 7:06pm by Committee Chair, Tricia Hemel

**Previous Meeting Minutes**

Oct 2019 minutes approved

**New Member**

Ava Avila was voted in tonight as a new member of ComCom! Welcome, Ava!

**New Business**

Welcome Committee and Welcome Bags!

150 canvas logoed bags came in with a handle that was not as described. Since the company made them incorrectly, they gave us the bags at no cost. We will still use these bags for the Welcome Committee to give out to new residents of Cameron Station since nothing is wrong with the bag, just a cosmetic issue. The cookies for the bags will be here the first week of December. A restaurant list of local restaurants and a coupon list from the Cameron Station businesses will be included in the bag. ARC would like us to mention a few things when we deliver the welcome bag to new residents; we will have a check list for those welcoming members to make sure we all are covering the same things.

The new map of Cameron Station looks great! A few minor changes need to be made for accuracy.

Compass update: things are going great! The November/December issue is just about ready for distribution.

Photos were looked at and discussed to update the photos in the Cameron Clubhouse.

**Next Meetings**

The next Board meeting is at 7pm on Tuesday, 4 December in the Clubhouse.

The next Compass meeting is at 1:30pm on Wednesday, 11 December at the Cameron Café.

The next ComCom meeting is currently scheduled for 7pm on Wednesday, 18 December.

**Adjournment**

The meeting was adjourned at 7:55pm.

Minutes submitted by,  
Rebecca Pipkins

**TAB - 4**

# Cameron Station Community Association General Manager's Report

January 28, 2019

Prepared by Karen Soles – General Manager

**City of Alexandria:** Management has requested their assistance with tree replacements and leaf removal along Linear Trail.

**Monthly Financial Report:** The December Financial Report will be included in the February Board package due to the need for adequate time to process accruals.

**Management:** Prepared for and attended meetings to include the CCFC/CAC/FAC/Board and Special Meetings. Management has been working on fulfilling the new contract obligations.

**Lancaster Landscaping & CAC:** Regular meetings are held every week. Projects include walkway repairs/replacements/future planning/pocket park proposals.

**Cameron Club:** Prepared for and attended the CCFC committee meeting. Leak in men's room has been contained and exploratory work is underway. Engineering proposals included for Board review for exploratory work to be done.

**Communications/Activities:** Management continues to work with Tricia Hemel, our Communications Chair, on her request for welcoming new residents to the Cameron Station Community. Efforts include the revised map and welcome bags. Holiday hayride and Harmonizers were a hit. The Cameron Station holiday event was a huge success.

**Fitness Club:** Psy to provide update. Committee reviewing legal input relating to the Weyer Flooring proposal. Basketball flooring to be deferred until 2020, after Cameron Club water concerns are fully resolved. Audio in gym has been schedule for completion by end of January.

**TAB - 5**

**Cameron Station Community Association, Inc.**

**Administrative Resolution No. \_\_\_\_**

**(Guidelines for Management's Responses to Owner Requests)**

**WHEREAS**, Article III, Section 3.4 of the Amended Bylaws grants the Board of Directors with all of the powers necessary for the administration of the affairs of the Association in accordance with applicable law and the Project Documents, except for those matters which the applicable law or Project Documents require the Association's membership to approve; and

**WHEREAS**, the Board of Directors recognizes that the Association's management staff has extensive responsibilities associated with the management and operation of the Association's business with limited resources to dedicate to responding to requests for information or materials which requires the management staff to establish protocols for the efficient response to such inquiries while still affording the management staff sufficient time to perform its other management duties; and

**WHEREAS**, the Board of Directors deems it in the best interest of the Association to establish and publish rules guiding management's response to Owner requests that are not subject to the Virginia Property Owners' Association Act; and

**NOW THEREFORE, BE IT RESOLVED** that the Board adopts the following policy providing guidelines and timelines for management's response to owner requests, questions, or complaints received from Owners:

1. Any request, question, complaint, demand, grievance, or any other inquiry of like kind received by management, shall be responded to in a reasonable timeframe given the constraints of management staff and daily responsibilities.
2. Management shall only be required to respond once per month to any owner who makes multiple requests, and management shall dedicate not more than two hours to any single owner in any month. This limitation shall not apply to any complaint duly-submitted pursuant to the Virginia Property Association Act and the Association's duly-adopted policies regarding the same if such request invokes a statutorily-required response. In such cases, Management shall respond within the timeframes required by applicable law. Moreover, this policy shall not apply to any requests or inquiries made by Board or Committee members in their official capacity.

The effective date of this resolution shall be \_\_\_\_\_, 2019.

This Resolution was adopted and approved by the Board of Directors of Cameron Station Community Association on this \_\_\_\_ day of \_\_\_\_\_, 2019.

CAMERON STATION COMMUNITY  
ASSOCIATION, INC.

By: \_\_\_\_\_  
Michael Johnson, Board President

**CAMERON STATION COMMUNITY ASSOCIATION, INC.**

**ADMINISTRATION RESOLUTION NO. \_\_\_\_**

Duly adopted at a meeting of the Board of Directors held \_\_\_\_\_, 2019.

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

VOTE:                                      YES      NO      ABSTAIN      ABSENT

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director

**TAB - 6**



**Cameron Station Community Association, Inc.**

**Administrative Resolution No. \_\_\_\_**

**(Specific Line Item in Budget due to Costs to Association)**

**WHEREAS**, Article III, Section 3.4 of the Amended Bylaws grants the Board of Directors with all of the powers necessary for the administration of the affairs of the Association in accordance with applicable law and the Project Documents, except for those matters which the applicable law or Project Documents require the Association's membership to approve; and

**WHEREAS**, the Board of Directors deems it in the best interest of the Association to establish and publish provisions for when certain unexpected costs to the Association attributable to a specific incident or individual will be added to the budget as an independent line item; and

**NOW THEREFORE, BE IT RESOLVED** that the Board adopts the following policy:

1. In any instance where a specific incident, or related set of incidences or the actions of a specific individual lead to unexpected legal fees or other costs in excess of \$3,000.00 in any given fiscal year, the Board of Directors shall have the authority, in its sole and absolute discretion, to create and name a separate line item in the budget to account for said legal fees or costs, which may include the identification of any party responsible for the incurrence of such fees and costs.

The effective date of this resolution shall be \_\_\_\_\_, 2019.

This Resolution was adopted and approved by the Board of Directors of Cameron Station Community Association on this \_\_\_\_ day of \_\_\_\_\_, 2019.

**CAMERON STATION COMMUNITY  
ASSOCIATION, INC.**

By: \_\_\_\_\_  
Michael Johnson, Board President

**CAMERON STATION COMMUNITY ASSOCIATION, INC.**

**ADMINISTRATION RESOLUTION NO. \_\_\_\_**

Duly adopted at a meeting of the Board of Directors held \_\_\_\_\_, 2019.

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

VOTE:	YES	NO	ABSTAIN	ABSENT
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_____ President	_____	_____	_____	_____
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_____ Vice President	_____	_____	_____	_____
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_____ Treasurer	_____	_____	_____	_____
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_____ Secretary	_____	_____	_____	_____
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_____ Director	_____	_____	_____	_____
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_____ Director	_____	_____	_____	_____
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_____ Director	_____	_____	_____	_____
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**TAB - 7**



# Samuel W. Tucker Elementary School PTA

435 Ferdinand Day Drive  
Alexandria, VA 22034

December 17, 2019

Dear Sir or Ma'am,

On behalf of the Samuel W. Tucker Elementary School PTA, I am requesting your support as a community partner for our Sweet Heart Auction on February 7, 2020.

Samuel W. Tucker Elementary School is one of Alexandria's west end schools with a student population of over 800 students in grades K-5. We are a diverse community of parents, teachers, and faculty who work with children during their most formative years to ensure they have the basic foundation of reading, writing, math, and science. We are part of the Alexandria City Public Schools, teaching children from more than 118 countries, speaking 120 languages.

Funds raised during our auction will support our mission to upgrade the school's audio and video equipment. That way the students learn first hand how to navigate with modern equipment by creating different projects, amongst them the daily Tucker Today Show. Our goal is to raise \$20,000 this year to support the school's effort to connect their curriculum with the demands of the modern world. Studies have shown that elementary students learn more effectively via hands on experience. We want our children to grow and learn how to think outside the box for our future by giving them this basic foundation.

We welcome any and all donations. Contributions can come in many forms, from cash to a donation of a service, gift card, gift basket, etc. Included in this letter are applicable forms for your type of donation. All donations are tax-deductible.

Our Sweetheart Dance and Auction attracts over 500 people every year. We will acknowledge any donations and its donors at our auction.

***Will you partner with us by donating today?*** Donations can be picked up at your earliest convenience. To ensure we max our advertising potential for your business, we ask that you let us know if you can donate by January 25, 2019. We will work with you and are happy to make arrangements to pick up the items directly by contacting us at [tuckertigersroar@gmail.com](mailto:tuckertigersroar@gmail.com). And please don't hesitate to contact me on my cell at 646-467-3506 with any questions. We thank you for your time and generosity and look forward to working with you.

Best Regards,

Melissa Vayra  
Events VP  
Samuel Tucker PTA



# Samuel W. Tucker Elementary School PTA

435 Ferdinand Day Drive  
Alexandria, VA 22034

## 2019-2020 PTA Sponsorship & Donation Form

Yes, I would like to support Samuel W. Tucker PTA as an Event Sponsor and/or donate to the Tucker Community Partners Program.

Contact Person: \_\_\_\_\_

Company or Family Name: \_\_\_\_\_

Child(ren)/Class(es) (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Donation Item (if applicable)	Dollar Value of Item
	\$
	\$
	\$
	\$
	\$

*All sponsorships and donations are greatly appreciated! Please submit these forms as soon as possible so that we may recognize your generosity through our printed and online materials.*

Forms can be e-mailed to [tuckertigersroar@gmail.com](mailto:tuckertigersroar@gmail.com). Checks can be made payable to Tucker PTA and mailed to 435 Ferdinand Day Drive, Alexandria, VA 22304.

**Logo:** Please provide a company logo in .gif, .jpg or .png format that is up to 120 pixels x 120 pixels in size for the website Please email image to [TuckerTigersRoar@gmail.com](mailto:TuckerTigersRoar@gmail.com).



# **Samuel W. Tucker Elementary School PTA**

435 Ferdinand Day Drive  
Alexandria, VA 22034

Thank you for supporting Samuel Tucker PTA, Tax ID #54-1998920.

## **2019-2020 PTA Sponsorship & Donation Form**

### **Diamond Friend, Donations of \$5,000 and Up**

- Company logo on the PTA website. Will be recognized on first page of website
- Company logo on the Tucker 5K Trot T-shirts, Tucker 5K Snack Tent, all PTA Sponsored school events to include Tucker Appreciation Week, Sweet Heart Dance advertisements, Bingo Night Advertisements, Movie Night Advertisements, Back to School Picnic, and Game Night Advertisements OR on projects donor specifically has given to for Samuel W. Tucker Elementary School
- Recognition in the school atrium
- Recognition at the End of Year Samuel Tucker Birthday Party

### **Platinum, Donations of \$2,500 to \$4,999**

- Company logo on the PTA website. Will be recognized on first page of website
- Company logo on the Tucker 5K Trot T-shirts and Sweet Heart Dance advertisements OR on projects donor specifically has given to for Samuel W. Tucker Elementary School
- Recognition in the school atrium
- Recognition at the End of Year Samuel Tucker Birthday Party

### **Gold, Donations of \$1,000 to \$2,499**

- Company logo on the PTA website
- Company logo on the Tucker 5K Trot T-shirts OR on projects donor specifically has given to for Samuel W. Tucker Elementary School
- Recognition in the school atrium
- Recognition at the End of Year Samuel Tucker Birthday Party

### **Silver, Donations of \$500 to \$999**

- Company logo on the PTA website
- Recognition in the school atrium
- Recognition at the End of Year Samuel Tucker Birthday Party



# **Samuel W. Tucker Elementary School PTA**

**435 Ferdinand Day Drive  
Alexandria, VA 22034**

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## **Bronze, Donations of \$250 to \$499**

- Company name on the PTA website
- Company logo at the sponsoring event
- Recognition in the school atrium
- Recognition at the End of Year Samuel Tucker Birthday Party

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## **Friends of Tucker, Donations of \$100 to \$249**

- Name on PTA website
- Recognition in the school atrium
- Recognition at the End of Year Samuel Tucker Birthday Party

**TAB - 8**



## Electronic Motion

Tim Regan made the following motion electronically on 13 Dec 2019:

I move, via email to approve the funds of \$3,146.50 as stated in the American Pool proposal dated September 24, 2019. The motion was seconded by Ray Celeste and passed unanimously on 16 Dec 2019. The funds will come from GL 6700.

Sandesh,  
Thank you for your consideration.  
*Respectfully,*  
Karen Soles, AMS®, PCAM®, LSM®

Karen,  
Normally, I would not be able to hold the price after the new year. Our vendors increase our costs in January every year as their fiscal year ends on December 31st. The proposal has been out since September. We do however value our relationship with the Cameron Station community. I will be able to hold the price of \$3,146.50 as long as we can have the work signed by the end of the week. I have to be able to get it on our books and scheduled as soon as possible.

If we can get this approved and done in January, will you honor the September 24, 2019 price of \$3,145.50?

Good afternoon Karen, The caulk can be laid down as long as the temperature is above 40 degrees. We would just look for a couple of days the temp is right and do the work. The caulk would be more beneficial to the pool in the winter. The deck shifts during a deep freeze and settles in after the thaw. The caulk would protect the coping stones from taking on too much moisture if we have a good bit of rain or a snow event.

Ben, Thank you for this. Is it too late to do the caulking even with the milder weather?

Attached below is the proposal for the perimeter caulking of the pool that we just spoke about.



**Cameron Station Community  
Caulking Replacement**

September 24, 2019

SOQ0363696

Item Description	Ext Price	Initial Approval
Replace Perimeter Caulking & Skimmer Pads -main/wading pools	\$3,146.50	

Total: \$3,146.50

*\*Delivery and installation are included (applicable sales tax will be charged when invoiced). By signing below the customer indicates that he/she has read and accepted the attached Terms and Conditions.*

This proposal will expire on December 24, 2019

**CONTRACTOR:**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Owner/Agent Approval:**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

PO Number \_\_\_\_\_

Date: \_\_\_\_\_

9305 Gerwig Lane, Suite E; Columbia, MD 21046 \* Phone: 410-363-6800 \* Fax: 410-363-9959

### CAULKING

1. Contractor shall supply all labor and material required to remove existing caulk and/or joint filler.
2. Contractor will supply Backerod to all required areas.
3. Contractor shall utilize a two-part urethane based caulking compound.

### TERMS AND CONDITIONS

**Liability / Workers compensation insurance:** CONTRACTOR will maintain a \$10,000,000.00 liability property damage insurance policy. It is expressly agreed and understood that the CONTRACTOR will not be liable or responsible to any person for loss, injury and/or damage sustained by said persons as a result of the use of the pool or its facilities, save and excepting that caused by the gross negligence of the CONTRACTOR or its employees. The CONTRACTOR is also exempt from liability due to mechanical failure of equipment or damage to the pool due to faulty construction not included in this agreement, defective workmanship by others or hydrostatic conditions.

The CONTRACTOR will obtain the necessary Workman's Compensation certificates.

**Access to site:** The Owner will provide and designate sufficient and proper access to the pool site for the movement of trucks and other equipment and materials to and from the pool site. CONTRACTOR will not be responsible for the damage to lawns, shrubbery, trees, curbs, sidewalks, driveways, sewage systems, or to any real or personal property caused by CONTRACTOR'S equipment within the access way and the work area.

**Utilities:** Owner agrees to furnish electric power and water to the construction site for use by the CONTRACTOR during the repair work.

**Permits:** Permits, plans, and any associated fees required by State, County, or Local agencies will be billed in addition to the agreed amount.

**Payment / Change order:** Work and materials, in addition to that expressly provided for in this Contract, will be billed separately by the CONTRACTOR to the Owner. All change orders are due within fifteen (15) days of receipt. If OWNER is beyond 30 days past due of invoice CONTRACTOR may cease any and all services to the OWNER until the time OWNER becomes current. If paying by credit card for an invoice, a 2.5% convenience fee will be charged where applicable at the time of processing the credit card payment.

**Finance charges:** There will be a 1 1/2% finance charge per month on all accounts past due. The undersigned agrees to pay all cost of collection, including attorney's fees, if placed in the hands of attorney after default.

**Site softscape:** Unless otherwise provided in this contract, no sodding, seeding, fine grading, and/or landscaping are to be provided by the CONTRACTOR. CONTRACTOR'S obligation, in that regard, consists of returning pool area to rough grade and broom cleaning site so that it is free of all debris and excess materials upon completion.

**Site irregularities:** CONTRACTOR will not be liable for loss or damage of any kind attributable to delay caused by unexpected sub-surface conditions discovered during excavation, weather conditions, labor difficulties, accidents, acts of civil or military authorities, or other conditions or causes beyond CONTRACTOR'S control.

CONTRACTOR has assumed the excavation site to be free and clear of sub-soil obstructions, natural or unnatural, which would impede the progress of normal excavation. There is no provision in this contract to allow for expenses associated with the use of mechanical breakers, explosives or the removal or disposal of unsuitable soils, waste materials or other objects or the costs of repairing/replacing unmarked, mismarked or unknown underground utility lines or conduits of any nature. Further, there is no allowance for expenses associated with installation of suitable replacement materials. The owner, at its own expense, utilizing CONTRACTOR or other qualified contractor, shall remedy the situation before CONTRACTOR proceeds with additional excavation.

**Hazardous materials onsite:** CONTRACTOR specifically reserves the right to halt excavation, demolition or construction processes, without penalty under contract or incurring financial or legal responsibility for, the discovery or exposure of any and all hazardous materials including, but not limited to lead, asbestos, petroleum products, medical waste and any other hazardous material that has a natural or unnatural origin, and their disposal, abatement or remediation. The owner agrees to, at its own expense, remedy any such discovered defect, and provide a hazardous material free site prior to the reentry of CONTRACTOR'S personnel. Owner shall be responsible for providing and paying for all independent testing agencies for soils and concrete tests if required.

**Breach of contract:** In the event the Owner breaches any of the terms or conditions of this contract, CONTRACTOR may, without waiving any rights it may have as a result of said breach, continue to do work pursuant to this contract, or it may stop work without further obligation or liability to Owner. In that latter event, the Owner forfeits all monies previously paid to CONTRACTOR from damages caused by said breach and all costs incurred by CONTRACTOR up to the time that CONTRACTOR stopped work.

**Guarantee:** CONTRACTOR'S warranties do not include and CONTRACTOR will not be responsible for any damages resulting from or caused by surface drainage, acts of God, or the draining or emptying of the pool, other than draining under the supervision and direction of the CONTRACTOR'S authorized representative. It is specifically agreed that no claims may be made and no actions commenced upon this CONTRACTOR and any warranty arising, therefore, until CONTRACTOR has had a reasonable opportunity to substantially complete the work and until the contract price, including any extras, have been paid in full.

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CONTRACTOR warrants that all materials used in completing the installation contracted for herein, will be made of high quality, that all work will be done in a competent and workmanlike manner, that any substantial defect appearing in the workmanship or materials within twelve (12) months of the completion thereof, will be repaired without notice thereof, within thirty days of discovery thereof. Machinery and/or assembly units, fittings, accessories and other manufactured items purchased by CONTRACTOR for use in this installation, are subject only to the manufacturers guarantees and the Owner agrees and understands that he shall rely only upon the warranty of such manufacturer.

Owner agrees to allow Contractor to take photographs before, during and after work is completed to use for marketing purposes.

**TAB - 9**

## Cameron Station Water Intrusion

	Probe Slab Test	Investigation for water intrusion	Total
Building Envelope Consultants and Scientists, LLC.	\$950	\$5,700	\$6,650
ECS Mid-Atlantic, LLC	\$1,200	\$4,560	\$5,760
Engineering and Technical Consultants, Inc. (ETC)	\$1,000.00	\$4,200	\$5,200

Based on the three (3) proposals for this work, management recommends ETC be awarded this contract in the amount of \$5,200. ETC has a great reputation in the industry. ETC also helped Cameron Station at the end of the John Ticer Gazebo project to ensure the gazebo was structurally sound.

Management will stand by for your feedback on this project.

Thank you.



Building Envelope Consultants and Scientists, LLC.

December 12, 2019

\$ 950 probe slab test  
\$ 5,700 investigation  
for water intrusion

**ATTENTION:** Cameron Station Community Association, an Associa Company  
c/o Ms. Karen Soles, General Manager  
200 Cameron Station Blvd  
Alexandria, VA 22304

**SUBJECT:** Proposal for Engineering Services  
Slab Moisture Testing  
Cameron Station Community Association  
200 Cameron Station Blvd  
Alexandria, VA 22304  
MD.2019.128

Dear Ms. Soles:

Building Envelope Consultants and Scientists, LLC (BECS) is pleased to submit the following proposal for the slab moisture testing and water infiltration testing at the address referenced above.

## Background

Cameron Station Community is a community made up of three-story townhomes and low-rise garden-style buildings. Construction of the community began in the late 1900's. The Community constructed a Clubhouse that is two stories high. The façade is clad in a brick veneer and an asphalt shingle covered roof tops the building.

Th Cameron Station Community will be installing a new floor to the indoor basketball court at the Clubhouse. The selected contractor would like to have a slab moisture test performed in general accordance with ASTM F2170 standards as part of their service and to comply with manufacturer's warranty requirements. Cameron Station Community has requested a proposal be submitted to perform this an independent assessment of the concrete before the new floor is installed. Additionally, BECS has been asked to include an investigation of the water infiltration near the men's restroom where elevated moisture has reportedly spawned organic growth.

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### Engineered Solutions for Building Envelopes

**DC - Headquarters**  
6339 Ten Oaks Road  
Suite 307  
Clarksville, MD 21029  
O | 410.531.3200

**Maryland**  
2400 Boston Street  
Suite 202-H  
Baltimore, MD 21224  
O | 443.873.6203

**Virginia**  
4455 Brookfield Corporate Drive  
Suite 105  
Chantilly, VA 20151  
O | 703.402.7121

**Carolina**  
608 W Johnson Street  
Suite 17  
Raleigh, NC 27603  
O | 919.322.1617

[www.becsmid.com](http://www.becsmid.com)

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## Proposed Scope of Services

The BECS services outlined below are conducted by a team of registered engineers and architects, building scientists, and roofing/waterproofing consultants, with specialties in structural and restoration engineering, building envelope, and general construction. The specialists working on each project have extensive experience in such investigations. Conclusions will be drawn from on-site observations and interviews with users and management/maintenance personnel. Appropriate documents will be reviewed for orientation purposes. Except where indicated otherwise, no destructive testing, calculations, intrusive observations, or laboratory analysis is included in the services outlined herein.

### Task 1a—Probe Placement and Testing

- Review available reports, leak logs, and other pertinent data from previous studies of the referenced components provided by the Client and/or management staff. We will also interview management staff regarding the history of the project. If there are known conditions that you would like us to consider, please make us aware of the conditions and their locations.
- Review available drawings of the building to attempt to determine the details of construction. We understand the Management staff will make existing drawings available to us a minimum of 7 days prior to the beginning of our survey.
- Make a site visit to perform the in situ relative humidity test. This testing procedure will require probing the concrete slab via drilling a hole and placing an electronic relative humidity monitor. BECS plans to perform the test in at least 4 locations with accordance and standards for ASTM F2170. We will coordinate access to these locations through the Management office to occur during normal business hours (Monday through Friday 10:00 AM to 4:00 PM). Duration of testing should be described and accounted for, as in previous bidder proposal, if a required ASTM duration is required. Use of local/house/client-provided electricity or other such support should be noted.

### Task 1b—Water Infiltration Inspection and Brief Report

- Review available reports, leak logs, and other pertinent data from previous studies of the referenced components provided by the Client and/or management staff. We will also interview management staff regarding the history of the project. If there are known conditions that you would like us to consider, please make us aware of the conditions and their locations.
- Review available drawings, including structural, mechanical, plumbing, in addition to architectural plans and details, of the building to attempt to determine the details of construction. We understand the Management staff will make existing drawings available to us a minimum of 7 days prior to the beginning of our survey.
- Evaluate the domestic water installation, on site, requiring access to the water meter, service entry, all associated control valves, and outlets (sink faucets, hose bibs, shower heads, toilets, etc) and assistance in manipulating all control valves during a distinct/designated timeframe (of several hours) while conducting

recordings of the water meter; and/or conducting quick-view colored water testing of existing, functional fixtures (particularly tank-type water closets).

- Conduct an initial site visit and an investigatory site visit to both identify parameters and to evaluate the area(s) of current water intrusion to make visual and photographic observations; and minor destructive removals of components of construction assemblies, in proximity to reported leaks; as necessary to view and determine prospective sources and/or paths of water. If current water leakage is not occurring, BECS may conduct a series "flood test" and require both a controlled source of water and post-test water evacuation assistance and/or equipment (shop vac/mops/personnel) as coordinated with property management.

BECS will not be responsible for the repair of removed finishes and closure of probe openings.

- At construction assemblies where such access is unavailable/unattainable with minor removals, BECS will employ a hand-held moisture meter and conduct swab test of suspect surfaces to assist in determination of nature of water (domestic, sewer, ground, other). Note that such swabs cannot be taken where visible organic growth occurs. BECS will refer management to a certified mold test and remediation professional who can assist in identifying and mitigating same.

BECS will provide a written report of findings and recommendations for future action following the collection of data from the site visit probes and surface tests.

**If during the course of our work, we discover conditions that require immediate attention/repairs or additional access to perform detailed observations and intrusive investigation, we will inform you of our findings and provide a budget to perform the additional work. We will not proceed with additional work without first receiving written approval from the Client.**

## Engineering Fees

Task 1a – Probe Placement, Testing, and Brief Report	\$950
Task 2b – Water Infiltration Inspection and Brief Report	\$5,700*
* <i>Testing techniques associated with Task 1b can be refined following the initial site visit to verify existing conditions and parameters.</i>	

## Schedule

BECS is prepared to make the initial site visit to evaluate the existing conditions on Wednesday, December 18<sup>th</sup>, 2019. BECS will endeavor to complete the contracted work in a timeframe mutually agreed to with the client. The timeframe for completion of construction may be impacted by items beyond our control including, but not limited to: contractor availability, weather, and the permitting process. BECS will complete those items in the scope of service that are within our control in a timely manner. Items beyond our control shall not be considered as delays on the part of BECS.

## Additional Services

We will perform additional services beyond those defined above in accordance with the attached fee schedule. Our statements include time taken on your behalf as related to this project and include time for transportation to and from the site, communications, and research. Project-related expenses such as mileage, reproduction, and postage expenses will also be billed in addition to the fees shown above. Additional meetings with the Client will be billed per the attached fee schedule on an hourly basis. Hidden and/or unanticipated conditions that require additional time will be brought to the attention of the Client and an estimate of costs provided to address such conditions will be provided for approval before additional work is performed.

## Authorization

If the scope of work and proposed fees are acceptable, please sign the attached Proposal Acceptance Sheet and return it to us.

We appreciate your consideration of BECS for this work and look forward to assisting you on this project.

Sincerely,

**Building Envelope Consultants and Scientists, LLC**



Mark Howell  
Vice President

Attachments: Proposal Acceptance Sheet/Terms and Conditions/Fee Schedule

Proposal for Engineering Services  
Slab Moisture Testing  
Cameron Station Community Association  
200 Cameron Station Blvd  
Alexandria, VA 22304  
MD.2019.128  
December 12, 2019

## PROPOSAL ACCEPTANCE SHEET

Building Envelope Consultants and Scientists, LLC (BECS) is pleased to provide the services listed below in this Work Authorization. The purpose of this document is to obtain your authorization for the scope of work defined herein and confirm the terms and conditions (4 Pages Attached Hereto) under which our agreement will be based ("Project").

**PROJECT INFORMATION:** Proposal for Engineering Services  
Slab Moisture Testing  
Cameron Station Community Association  
200 Cameron Station Blvd  
Alexandria, VA 22304  
MD.2019.128

**PAYMENT OF CHARGES - Charge invoice to the account of:**

**ATTENTION:** Cameron Station Community Association, an Associa Company  
c/o Ms. Karen Soles, General Manager  
200 Cameron Station Blvd  
Alexandria, VA 22304

**FOR APPROVAL OF CHARGES (if different from above):**

Firm: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

**PAYMENT TERMS: BY SIGNING BELOW CLIENT ACKNOWLEDGES PAYMENTS ARE DUE NO LATER THAN 30 DAYS FROM THE DATE OF THE INVOICE.**

**WORK AUTHORIZED BY:**

\_\_\_\_\_  
(Signature) (Date)  
\_\_\_\_\_  
(Please Print Name and Title)



## TERMS AND CONDITIONS

**SECTION 1: SCOPE OF WORK:** Building Envelope Consultants and Scientists, LLC (BECS) shall perform the services defined in the contract ("Scope of Work") and shall invoice the Client for those services at the fee schedule rates attached to these terms and conditions. Any cost estimates stated in this agreement shall not be considered as a firm figure unless otherwise specifically stated in this agreement. Subsurface, hidden, unforeseen, inherent design defects, etc. will vary and are often unknown. Such conditions can alter the scope, project durations, and project costs for which BECS is not responsible. If unexpected site conditions are discovered, the scope of work may change even as the work is in progress. BECS will provide these additional services at the contract fee schedule rate attached hereto. Rates for work beyond the scope of this agreement and not covered by the attached fee schedule can be provided. BECS may perform additional work with prior authorization and will provide confirmation of fees. All costs incurred because of delays in authorizing the additional work will be billed to the Client. Fee schedules are valid for one year following the date of this agreement, unless otherwise noted. Initiation of services by BECS pursuant to this agreement will incorporate these terms and conditions.

**SECTION 2: ACCESS TO SITES, PERMITS, AND APPROVALS:** Unless otherwise agreed, the Client will furnish BECS with right-of-access to the site in order to conduct the Scope of Work. While BECS will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of work some damage may occur, the restoration and costs associated with such restoration are not part of this agreement. Unless otherwise agreed, the Client understands that they must, through the Contractor or through their own means, secure all necessary approvals, permits, licenses, and consents necessary to the performance of the services hereunder. Please note that the specifications provided by BECS obligate the Contractor to obtain all necessary building permits. BECS will provide stamped and sealed drawings as necessary for permitting and documentation of special inspections required as part of Task 4 services. Responses to permit department clarifications and questions may result in additional design fees if the permit department requests specific plans or details not previously developed by BECS. Items such as energy code, fire code, and ADA code compliance are not typically considered in restoration projects with no change of use or occupancy and are not included in BECS services; therefore, if the permit department requests information related to these items the Client may need to retain the services of a qualified, licensed consultant with expertise in those disciplines to meet permit requirements. Special inspections may be required, and the client may have to retain a special inspection agency to complete these tasks. Attendance at permit department meetings and/or permit "walk-through" services or expediting of permits is not included in our scope. Costs associated with such services if requested by the client and any permitting activity above and beyond the initial permit forms and the required number of stamped and sealed drawings for the initial submission will be invoiced on a Time and Expense (T&E) basis.

**SECTION 3: TESTING, TEST SAMPLES, AND LOCATIONS:** Samples of the substrate being inspected and/or associated system(s) may be taken during the performance of the work. BECS can provide temporary repairs at a sample and destructive testing location; however, the Client will be responsible for providing permanent repairs to comply with manufacturer's warranty requirements if in effect. BECS will in no way be responsible for leaks or any damages caused by our testing and/or sampling methods as requested and agreed to by the client and/or due to the failure of the Client to provide permanent repairs to the sample and test locations following completion of our work. BECS recommends that the Client hire a contractor approved by the material manufacturer to install and repair guaranteed/warranted systems and to provide permanent repairs to the sample and test locations. Unless otherwise noted, the accuracy of all sample and test locations will be commensurate only with placing and approximate measurements or estimates. The accuracy of our findings will only be applicable to the areas tested.

**SECTION 4: UNANTICIPATED HAZARDOUS MATERIALS AND SUBSURFACE CONDITIONS:** It shall be the duty of the unit owner, the Client, or their representatives to advise BECS of any known or suspected hazardous substances or subsurface conditions, which are or may be related to the Scope of Work provided; such conditions and/or substances include, but are not limited to, products, materials, by-products, wastes or samples of the foregoing, abandoned wall and foundation systems, pipes, conduits, etc., which BECS may encounter when performing its Scope of Work, or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by BECS employees, agents or subcontractors. Although in no way responsible to identify hazardous substances or subsurface conditions as part of their work, if BECS suspects the existence of hazardous materials or abandoned obstructions during the course of providing services, BECS may in its sole discretion terminate further work on the project, or suspend work on the project, and notify Client of the condition. Services may be resumed only after a renegotiation of the scope of services and fees. In the event that renegotiation cannot occur to the



satisfaction of BECS, BECS may in its sole discretion terminate this contract. BECS will not be responsible for any impact such substances and/or conditions might have on the project.

**SECTION 5: DISPOSAL OF HAZARDOUS MATERIALS AND CONTAMINATED EQUIPMENT:** BECS does not create, generate or at any time own or take possession or ownership of or arrange for transport, disposal or treatment of hazardous materials as a result of its exploration services. All hazardous materials, including, but not limited to, samples, drilling fluids, decontamination of fluids, development fluids, soil cuttings, and tailings, and used disposable protective gear and equipment, are the property of the Client. The Client acknowledges and agrees that it is responsible for the proper transportation and disposal of such property unless prior contractual arrangements are made. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the property and responsibility of the Client. The Client shall purchase all such equipment and it shall be turned over to the Client for proper disposal unless prior alternate contractual arrangements are made.

**SECTION 6: REPORTS AND INVOICES:** BECS will furnish an electronic copy of the report of findings to the Client. Up to two hard copies will be furnished upon request. Additional hard copies will be furnished at the rate specified in the fee schedule. BECS will submit monthly invoices to the Client and a final bill upon completion of the services. Payment is due upon presentation of the invoice and is past due thirty (30) days from the invoice date. BECS will apply a 3% processing fee for all credit card transactions. Client agrees to pay a finance charge of **2% of the invoiced amount every 14 calendar days beyond thirty (30) days from the invoice date.** The Client also agrees to pay all costs and expenses, including, but not limited to, reasonable attorney's fees incurred by BECS relating to collection procedures on overdue accounts. Failure of Client to abide by the provisions of this section will be considered immediate grounds for termination of this agreement by BECS.

**SECTION 7: OWNERSHIP OF DOCUMENTS:** All reports, sample logs, field data, field notes, laboratory test data, calculations, estimates, drawings, and other documents prepared by BECS as instruments of service shall remain the property of BECS whether or not the Project is completed. The Client may make and retain copies for information and reference in connection with the use and occupancy of the Project by the Client and others; however, such documents are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project, or on other Projects. Any reuse without written verification or adaptation by BECS for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to BECS. The Client shall indemnify and hold harmless BECS, its members, employees, agents, representatives and contractors from any and all claims, causes of action, damages, compensation, sums of money, losses and expenses including attorney's fees arising out of or resulting from the use of any and all documents prepared by BECS for Client or any third-party claims. Any such verification or adaptation will entitle BECS to further compensation at rates to be agreed upon by the Client and BECS.

**SECTION 8: CONFIDENTIALITY:** BECS shall hold confidential all business or technical information obtained from the Client or its affiliates or generated in the performance of the Scope of Work under this agreement and identified in writing by the Client as "confidential". BECS shall not disclose such information without the Client's consent except to the extent required for 1) Performance of the services under this agreement; 2) Compliance with professional or ethical standards of conduct for the preservation of public safety, health, and welfare; 3) Compliance with any court order or other governmental directives; and/or 4) Protection of BECS against claims or liabilities arising from the performance of services under this agreement. BECS's obligation hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

**SECTION 9: STANDARD OF CARE:** Scope of Work performed by BECS under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. The Client recognizes that subsurface conditions may vary from those encountered at the location where samples, surveys, tests or explorations are made by BECS and that the data, interpretations, and recommendations of BECS are based solely upon the data available to BECS. BECS will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretations by others of the information developed.



**SECTION 10: SAFETY:** BECS has adopted safety policy procedures for its personnel in the performance of our services. BECS is not responsible or liable for injuries or damage incurred by third parties who are not employees of or engaged by BECS. It is understood that BECS will not be responsible for job or site safety of the project. Job and site safety will be the sole responsibility of the Client unless contracted to others.

**SECTION 11: SUBPOENAS:** The Client is responsible, after notification, for payment of time charges and expenses resulting from the required response by BECS to subpoenas issued by any party other than BECS in conjunction with the work performed under this contract. Charges are based on fee schedules in effect at the time the subpoena is served.

**SECTION 12: LIMITATION OF LIABILITY:** To the maximum extent permitted by law, in no event shall BECS be liable to client or any third party for any direct, consequential, special, incidental, punitive, indirect, exemplary, or any other damages arising out of this agreement or scope of work, even if BECS has been advised about the possibility of such damages (whether such damages arise in contract, tort (including negligence) or otherwise). In no event shall BECS's cumulative liability, for damages of any type to the Client under this agreement, exceed the amount paid by the Client to BECS pursuant to this agreement.

**SECTION 13: INDEMNIFICATION:** The Client covenants to defend and indemnify and hold harmless BECS, its members, employees, agents and subcontractors (collectively, BECS) from and against all claims, actions, judgments, damages, liabilities, costs and expenses including, but not limited to, attorneys' fees and disbursements attendant thereto, in connection with any claim brought by BECS and/or a third party against BECS, arising from or out of Client's breach or threatened breach of any duty, obligation, representation, warranty, and/or covenant, or failure to comply with any provision of this agreement, the Scope of Work, or occasioned wholly or in part by any act or omission of Client.

**SECTION 14: INSURANCE:** BECS carries the following insurance. (a) Worker's Compensation Insurance, (b) Comprehensive General Liability Insurance, (c) Automobile Insurance and (d) Professional Liability Insurance Certificates for all such policies of insurance will be provided to Client upon written request.

**SECTION 15: ENVIRONMENTAL INDEMNITY:** The Client acknowledges and agrees that BECS has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substances or conditions at the site. Accordingly, except as expressly provided in this agreement, the Client waives any claims against BECS and agrees to indemnify and save BECS, its members, agents, subcontractors and employees harmless from any claim, actions, damages, judgments, losses, costs, liability or defense cost, including, but not limited to, attorney's fees and disbursements attendant thereto, and other incidental costs, for injury or loss sustained by any party from such exposures allegedly arising out of or related to BECS's performance of the Scope of Work.

**SECTION 16: TESTING AND OBSERVATION SERVICES:** If BECS is retained by Client to provide a site representative for the purpose of testing or observing specific portions of the work or other field activities as set forth in the proposal, then this section applies. For the specified assignment, BECS will report test results, observations and professional opinions to the Client. The presence of BECS field representatives will be for the purpose of providing field testing and observation. The Scope of Work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor for this project should be so advised. The contractor should also be informed that neither the presence of our field representative nor the testing and/or observation by our firm shall excuse him in any way for defects discovered in his work. The term "observation" implies that we would observe the progress of the work we have agreed to be involved with and perform tests from which to develop an opinion as to whether the work substantially complies with the specifications and contract documents. BECS shall not be viewed as the conduit for construction communication or the liaison. BECS handles construction contract disputes as per AIA A 104 in the event of a conflict between the client and the contractor. With any manufactured product, there are statistical variations in its uniformity and the accuracy of tests used to measure its qualities. As compared with other manufactured products, field construction usually has wider fluctuations in both product and test results. Thus, even with very careful testing and observation, it cannot be said that all parts of the product comply with the job requirements. Our proposal is for the Scope of Work requested by the Client. The Client acknowledges and understands that the degree of certainty for compliance with project specifications is much greater with full-time observation than it is with intermittent observation.





**SECTION 17: SAMPLES:** BECS will retain all test samples that are transported to BECS for 60 days after submission of the findings report. Further storage or transfer of samples can be made at the Client's sole expense upon written request.

**SECTION 18: SEVERABILITY:** If any of the provisions contained in this agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired and the parties hereto agree that this agreement shall be appropriately modified so that each and every provision hereof is enforceable to the maximum extent permitted by law.

**SECTION 19: TERMINATION:** This Agreement may be terminated by either party upon seven (7) days prior written notice in event of a material breach of any of the terms, covenants, obligations or duties under this agreement and a failure to cure such breach within such seven (7) day period. Such termination shall not be effective if that material breach has been cured before the expiration of the seven (7) day period. In the event of termination, BECS shall be paid for all services performed through the termination notice date plus all reasonable termination expenses, including, but not limited to, all direct costs of BECS required to complete analyses and records necessary to complete its files and may also include a report on the Scope of Work performed to the date of termination or suspension.

**SECTION 20: ASSIGNS:** Neither the Client nor BECS may delegate, assign, sub-write or transfer its duties or interest in this agreement without the prior written consent of the other party.

**SECTION 21: PRECEDENCE:** These Terms and Conditions shall take precedence and control over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding BECS's Scope of Work.

**SECTION 22: ENTIRE AGREEMENT:** This Agreement, the attached documents and those incorporated herein constitute the entire agreement between the parties and cannot be changed except by a written instrument signed by both the parties.

**SECTION 23: GOVERNING LAW:** This Agreement shall be governed, construed and enforced in accordance with the laws of the State, Commonwealth, or District in which the work occurs.

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Building Envelope Consultants and Scientists, LLC.

## FEE SCHEDULE 2019

Personnel	Fee
PRINCIPAL & VICE PRESIDENT, per hour.....	\$250.00
SENIOR CONSULTANT/ PROJECT MANAGER, per hour.....	\$250.00
STRUCTURAL ENGINEER, per hour.....	\$225.00
PROJECT MANAGER, per hour.....	\$185.00
ASST. PROJECT MANAGER, per hour.....	\$165.00
PROJECT ENGINEER, per hour.....	\$135.00
DRAFTER, per hour .....	\$125.00

**Field Personnel** - Site visits by personnel will be invoiced according to the hourly rates shown above from portal to portal. Mileage expenses will be charged to the client at a rate of \$0.64 per mile.

**Services Outside Hub Office Area** - Travel expenses related to services outside of our four (4) hub office areas (MD, DC, Northern Virginia and NC Research Triangle) will be invoiced at our direct cost and includes time involved to establish a base of operations (i.e. hotel, conference area, field office). Travel time to and from the hub office and the base of operations and to and from the base of operations and project site/meeting place will be billed hourly. Services provided while outside of our hub office area will be billed according to a pre-defined agreement with the client.

**Other Expenses** - Other expenses such as subcontractors/subconsultants, equipment, materials, or other project-related expenses will be invoiced at our direct cost plus 10%.

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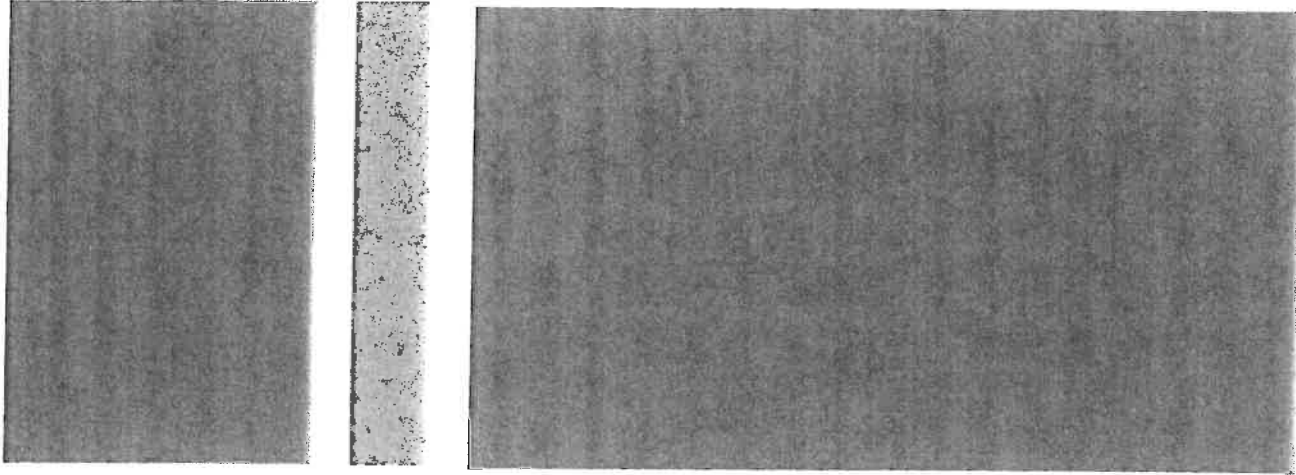
### *Engineered Solutions for Building Envelopes*

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6339 Ten Oaks Road  
Suite 307  
Clarksville, MD 21029  
O | 410.531.3200

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Suite 202-H  
Baltimore, MD 21224  
O | 443.873.6203

Virginia  
4455 Brookfield Corporate Drive  
Suite 105  
Chantilly, VA 20151  
O | 703.402.7121

Carolina  
608 W Johnson Street  
Suite 17  
Raleigh, NC 27603  
O | 919.322.1617



## ECS Mid-Atlantic, LLC

Proposal for Slab and Water Intrusion Assessment

Prepared for: Community Management Corporation

\$ 1,200 Slab test

\$ 4,560 investigation  
for water intrusion

Cameron Station Community  
200 Cameron Station Blvd, Alexandria, Virginia 22304

ECS Proposal Number 46:6428

November 22, 2019





ECS Mid-Atlantic, LLC

"Setting the Standard for Service"

Geotechnical • Construction Materials • Environmental • Facilities

November 22, 2019

Mr. Karen Soles  
General Manager  
Community Management Corporation  
200 Cameron Station Blvd  
Alexandria, Virginia 22304

ECS Proposal No. 46:6428

Reference: Proposal for Slab and Water Intrusion Assessment  
Cameron Station Community  
200 Cameron Station Blvd  
Alexandria, Virginia 22304

Dear Mr. Soles,

ECS Mid-Atlantic, LLC (ECS) is pleased to provide our estimated cost proposal for providing Slab and Water Intrusion Assessment for the referenced project located at 200 Cameron Station Blvd, Alexandria, Virginia.

We appreciate the opportunity to be of service to you on this important project. If you have any questions or comments concerning this proposal, or would like adjustments to our proposed scope of services or schedule, please do not hesitate to contact us at 703-471-8400 or [afix@ecslimited.com](mailto:afix@ecslimited.com).

Andrew Fix  
Senior Project Manager

M. Alexis Herr, PE  
Principal Engineer

Attachments:

Proposal Acceptance Form  
Fee Schedule  
Terms and Conditions

## **1.0 PROJECT INFORMATION**

### **1.1 Project Description**

ECS understand the project consists of a community of multi-family building(s). The exterior cladding consist primarily of brick veneer and siding.

Moisture intrusion has been reported at the clubhouse slab on grade in the form of observed organic growth. ECS understands the water provider has reported elevated water usage at the property. ECS understands that Community Management Corporation would like an evaluation to determine likely causes of moisture intrusion and to monitor the humidity in the clubhouse slab for the future installation of a new flooring system.

The scope of services provided herein is intended to provide testing and observations of the building envelope systems to attempt to ascertain the cause and origin of moisture intrusion.

The anticipated scope of services for this project is outlined in Section 2.0 of this proposal.

### **1.2 Unit Rate Schedule**

An estimated cost has been included in Section 3.0 for your budgeting purposes. Services provided for this project will be billed in accordance with the unit rate schedule provided in Section 4.0 of this proposal. Should supplemental services be deemed necessary at a later date, they would be invoiced at the rate noted on the fee schedule in effect at that time, unless otherwise agreed upon in advance. Unit prices listed herein shall remain as stated throughout the project.

### **1.3 Estimated Cost**

The total estimated cost for this project is outlined in Section 3.0. This total estimated cost proposal has been prepared for your budgeting purposes and is the product of careful consideration of the information available to us during the preparation of this proposal. We have assumed the anticipated project duration as detailed in the attached estimated cost.

Deviations from the assumed quantities and timeframes detailed in the attached estimate are not included and will be considered as an addition to our proposed scope of service. Actual costs may be greater or less than the estimate based upon actual quantities that will be calculated using the enclosed schedule of unit rates.

### **1.4 Billing and Contract Conditions**

Invoices will be issued on a monthly basis and will provide a week by week breakdown of billing units unless modified by request of the client. They are normally processed on or around the 10th of each month and represent costs incurred during the previous month. These invoices will also display a monthly cumulative summary of project costs to date. This monthly summary will serve as a means of monitoring job expenses as they relate to job progress. We request that payment is rendered within 30 days of receipt of the invoice. ECS reserves the right to assess a finance charge of 1.5% per month on the outstanding balance over 30 days. ECS also reserves the right to withhold final certifications until outstanding balances have been paid in full.

## **1.5 Schedule, Reporting and Communication**

We anticipate our services will be needed on an on-call basis. The appropriate contractor or owner representative should contact our scheduling coordinator to provide the appropriate level of staffing to meet the project requirements; the direct phone number is 703-471-8400. All scheduling requests must be made 48 hours in advance so that the proper personnel may be scheduled for the required task.

You will be issued daily field reports as part of our service. Because our reporting systems are fully computerized, we are generally able to submit these reports within 48 hours of the site visit. If deficiencies in procedures or materials are recognized in the field, the general contractor will be verbally notified so the problem may be resolved prior to the performance of additional work. Copies of reports will be forwarded to each party designated by the client, at no extra charge, as part of our service. Upon request, ECS will provide a separate invoice for services provided outside the scope of services for the estimated cost.

## **2.0 SCOPE OF SERVICES**

The following scope of work is proposed to gather data about the building envelope and provide recommendations, as appropriate.

ECS proposes to provide the scope of services itemized below on a unit cost basis in accordance with the project unit rates and fee estimate included in section 3.0. We have estimated quantities (manhours, number of trips, etc.) to derive a total estimated fee. Details of the estimated quantities and timeframes are shown in the fee estimate.

At this time, we anticipate the investigation being limited to the slab on grade, below grade portions of walls, and cursory review of drainage off of the building and adjacent areas. Observe the exterior wall systems will be preformed from the ground. Rope Access is not included at this time.

### **2.1 Document Review**

In order to better understand the building envelope system, components and potential causes of water intrusion, ECS request to be provided with relevant Construction Documents. Relevant Construction Documents typically consist of architectural drawings, specifications, submittals, contracts, RFI's or reports. ECS will review the relevant documents to evaluate the intended building envelope performance. Conflicts, omissions and constructability concerns in the documents can be helpful when attempting to isolate potential areas which allow water intrusion. The scope of our review will include the following items, as appropriate:

- Waterproofing assemblies;
- Roofdrains/gutters;
- Exterior sheathing and air/vapor/weather barrier systems;
- 
- Exterior wall cladding assemblies (brick masonry, fiber cement panels, etc.) including anchors, through-wall flashing and weeps;
- Exterior wall finishes, copings and louver assemblies;
- Below grade drainage systems

## **2.2 Visual Interior Evaluation**

ECS will visually observe the interior areas reported to be experiencing water intrusion. The interior visual evaluation allows ECS to observe the indications (stains, biological growth, rot, condensation, etc.) of water intrusion in an effort to determine likely areas causing the reported water intrusion.

At this time we do not propose to perform destructive removal of building materials or interior finishes during our evaluation. If destructive removal is deemed appropriate, this will be discussed with the Client during or after our evaluation. Minor destructive testing to install Relative Humidity probes, as described in section 2.6, is included.

## **2.3 Visual Exterior Evaluation**

ECS will review the as-built construction to observe the building envelope related systems and components in the reported areas of water intrusion. This scope is geared toward ECS becoming familiar with the building envelope systems and condition in order to determine likely areas causing the reported water intrusion.

At this time we do not propose to perform destructive removal of building materials or interior finishes during our evaluation. If destructive removal is deemed appropriate, this will be discussed with the Client during or after our evaluation.

During our evaluation the building envelope systems and materials will generally be observed for the following:

- Meets the functional intent of the provided construction documents, if available;
- Meets general industry standards and/or manufacturer installation guidelines;
- Interfaces of separate systems for issues of compatibility and constructability;
- Incorrectly installed or damaged systems/materials;
- Past the expected useful life, in need of replacement;
- Likely cause of water intrusion based on our observations.

ECS' will utilize our experience providing Quality Assurance Observations of building envelope related systems during new construction and in diagnosing water intrusion of existing buildings.

## **2.4 Infrared Imaging and Moisture Readings to Locate Wet Materials**

### **Infrared Imaging**

ECS will utilize an infrared imaging device to survey the known affected areas to observe for thermal anomalies. Thermal anomalies can indicate the possible presence of water or moisture in building materials which are visible and exposed. For this project, water retained in building materials, ie. gypsum board and insulation, decreases the thermal resistance and increases the heat storage capacity of such systems. This leads to thermal anomalies on the surface which can be located using infrared imaging. These thermal anomalies depend upon the type of materials, the amount of moisture in the materials, and the ambient temperature/weather conditions. The surface

temperature over a wet material area responds more slowly to a change in the air temperature than the surface temperature over a dry area. ECS will capture both photographs and thermographs of the areas scanned and will include them in our report.

### **Moisture Readings**

At locations of thermal anomalies or potential areas of water intrusion, ECS will utilize a Delmhorst (or equivalent) moisture meter to obtain moisture readings of the possible wet gypsum board, wood, or other readable building material. Note, the use of the moisture meter will leave behind two small (approximate 1/16 inch diameter) holes in the building material. These moisture readings will be included as reference in our report.

### **2.5 Under-slab Investigation**

ECS will core drill up to two (2) 6" diameter core holes through the slab on grade in an effort to determine if wet conditions exist below the slab. Prior to drilling operations, ECS will utilize a ground penetrating radar (GPR) in order to locate reinforcing steel embedded within the slab. ECS will attempt to avoid reinforcing steel during drilling operations.

Upon completion of the investigation, ECS will patch the core holes with high-strength, non-shrink grout, gray in color. ECS will not attempt to match color or finish. Prior to drilling, floor finishes are to be removed by others. ECS will not replace or repair the finish materials.

### **2.6 Relative Humidity Testing**

ECS will perform in-situ relative humidity (RH) testing in general accordance with ASTM F2170. ECS will install up to four (4) RH probes in the concrete slab on grade. Per the ASTM requirements, readings of RH levels will be recorded a minimum of 24 hours after probe installation.

Please note that we understand RH testing is requested to accommodate the future installation of flooring materials. Flooring manufacturers may provide moisture thresholds prior to the installation of their material. Depending on the material selected, the moisture content may be measured using RH or Calcium Chloride kits. At this time, without a specified material requirement, RH probes are to be used for the testing.

In order to perform the testing, small holes (approximately 1" diameter) are required to be drilled in the slab at each location. The probe will be inserted and sit for 24 hours. After 24 hours, ECS will return to the site to read the probe results.

### **2.7 Written Report**

ECS will prepare a summary letter report describing our observations, findings, testing and results. Recommendations based on our findings will be presented within the report, as appropriate.

### 3.0 ESTIMATED COSTS

Visual Assessment and Report	\$3,000.00
RH Probes (Including installation and readings of 4 probes)	\$1,560.00
Slab Coring(2 locations)	\$1,200.00
<b>Total</b>	<b>\$5,760.00</b>

### 4.0 PROJECT UNIT RATES

Services provided for this project will be billed in accordance with the unit rate schedule provided below. Charges for personnel will be made for time spent in work, including travel, directly related to the project as requested.

Our unit rates are based on a normal 8-hour work day, Monday through Friday, between normal business hours of 8:00 a.m. to 5:00 p.m. Overtime beyond 8 hours/day, outside normal hours and on Saturday, Sunday and Holidays will be invoiced at a rate of 1.5 times the normal hourly rate.

DESCRIPTION	UNIT RATE
Principal	\$200/hour
Senior Project Engineer	\$150/hour
Senior Project Manager	\$135/hour
Project Manager	\$110/hour
Staff Project Manager	\$95/hour
Building Envelope Technician	\$75/hour
Administrative	\$55/hour
Mileage	\$0.65/mile

### 5.0 PROPOSAL ACCEPTANCE

If the scope of work as outlined above and the attached Terms and Conditions of Service are acceptable to you, please sign the Proposal Acceptance Form on behalf of Community Management Corporation and return one copy of the Proposal Acceptance Form to ECS. Please note that the attached Terms and Conditions of Service are incorporated herein by reference and are an integral part of this agreement between us.

Alternatively, you could issue a letter of acceptance or purchase order. If you opt to do so, ECS would ask that you include the proposal number and date hereof on such documents in order to incorporate this proposal by reference.



By signing the Proposal Acceptance Form—or by referencing this proposal in other documents intended to authorize ECS to proceed with the scope of services described above—you are also accepting the Terms and Conditions of Service and making this proposal the agreement between ECS and Community Management Corporation.

This proposal is valid for a period of sixty days; beyond that date it may be necessary to revise our schedule or fee.

Fully completing and signing the attached Proposal Acceptance Form on behalf of Community Management Corporation will provide formal authorization for ECS to enter the site and perform the above work, as well as providing proper invoicing instructions and distribution lists for reports and correspondence. Please provide any specific instructions or details not covered in this proposal on the attached Proposal Acceptance Form. Please note we have provided a place for you to enter invoicing instructions and report distribution.

## 6.0 PROPOSAL ACCEPTANCE FORM

**PROPOSAL ACCEPTANCE FORM**  
(Please Print or Type)

Project Name                      Cameron Station Community  
Location                            200 Cameron Station Blvd, Alexandria, Virginia 22304  
Fee Estimate                       \$5,760

Please complete and return this Proposal Acceptance Form to ECS. By signing and returning this form, you are authorizing ECS to proceed, providing ECS permission to enter the site, and making this proposal the agreement between ECS and Community Management Corporation. Your signature also indicates you have read this document and the Terms and Conditions of Service in their entirety and agree to pay for services as above set forth.

**CLIENT INFORMATION**

Signature - Authorized Representative for Entity Responsible for Payment

Print or Type Name of Client and Company

Date of Execution

Proposal Addressee - Name

Karen Soles

Proposal Addressee - Company

Community Management Corporation

**INVOICE INFORMATION**

**Please Print Below if Invoice Addressee is Different Than Proposal Addressee or Special Invoicing Instructions**

Invoice Addressee - Name

Invoice Addressee - Company

Invoice Addressee - Street Address 1

Invoice Addressee - Street Address 2

Invoice Addressee - City, State, Zip Code

Invoice Addressee - Email

Invoice Addressee - Phone Number

Purchase Order Number

Client Project/Account Number

Pay Application Required

**Special Instructions - Report Distribution Other Than Proposal Addressee**

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## 7.0 TERMS AND CONDITIONS OF SERVICE

Attached to this proposal and an integral part of our proposal, are our "Terms and Conditions of Service". These terms and conditions represent the current recommendations of the Association of Soil and Foundation Engineers, the Consulting Engineers' Council, and the Geotechnical Division of the American Society of Civil Engineers.

Our insurance carrier requires that we have a signed contract prior to the release of any information. This letter is the agreement for our services. Your acceptance of this proposal should be indicated by signing and returning the enclosed Proposal Acceptance form to us.

#### Terms and Conditions of Service

The professional services (the "Services") to be provided by ECS Mid-Atlantic, LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"). Including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Community Management Corporation (Client).

**1.0 INDEPENDENT CONSULTANT STATUS** - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants.

**2.0 SCOPE OF SERVICES** - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

#### 3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

#### 4.0 CLIENT DISCLOSURES

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

**5.0 INFORMATION PROVIDED BY OTHERS** - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

**6.0 CONCEALED RISKS** - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

#### 7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for

the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

#### 8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

#### 9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

#### 10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

Terms and Conditions of Service

**11.0 OWNERSHIP OF DOCUMENTS**

11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it (the "Documents of Service") and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.

11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, its licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.

11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.

11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

**12.0 SAFETY**

12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.

12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

**13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES**

13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.

13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.

13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.

**14.0 CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' Inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

**15.0 BILLINGS AND PAYMENTS**

15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.

15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.

15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.

15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.

15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS' provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS Services and is not aware of any defects in those Services.

**16.0 DEFECTS IN SERVICE**

16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT'S personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

**17.0 INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

**18.0 LIMITATION OF LIABILITY**

18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.

18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.

18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$40,000, or the total fee for the services rendered, whichever is greater.

18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom

#### Terms and Conditions of Service

CLIENT is legally liable.

18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to \$500,000.

#### 19.0 INDEMNIFICATION

19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)

19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENTS' employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**

19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNERS' ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**

19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**

#### 20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

#### 21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

**22.0 THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

#### 23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS

agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

#### 24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

#### 25.0 TERMINATION

25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

**26.0 TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

**27.0 ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

**28.0 SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

**29.0 SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.

#### 30.0 TITLES: ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.

30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendices, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENTS purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT





## Engineering and Technical Consultants, Inc.

7165 Columbia Gateway Drive, Suite B; Columbia, Maryland 21046  
t410.312.4761 f410.312.0482

October 22, 2019

Cameron Station Community Association  
c/o Community Management Corporation, an Associa Company  
200 Cameron Station Boulevard  
Alexandria, Virginia 22304

ATTENTION: Ms. Karen Soles, AMS, PCAM

SUBJECT: Proposal for Professional Engineering and Consulting Services  
Slab Moisture Testing  
Cameron Station Community Association  
200 Cameron Station Boulevard  
Alexandria, Virginia 22304  
Our Proposal PM9-7024

Dear Ms. Soles:

Engineering and Technical Consultants, Inc. (ETC) is very pleased to submit this proposal for providing professional engineering and consulting services for the above referenced project. On September 20, 2019, a representative of ETC visited the property to briefly inspect the areas involved and generally familiarize us with the required work. This proposal is provided in accordance with your verbal request and includes a summary of background information, a listing of our proposed scope of services and an outline of our fees for services.

### BACKGROUND INFORMATION

Cameron Station Community (Cameron Station) is a mixed-use community consisting of three-story townhomes and low-rise garden-style buildings. Construction of the community began in the late 1990's. The Community features a Clubhouse that is two stories in height. The façade is clad in a brick veneer and an asphalt shingle covered roof tops the building.

We understand that the indoor basketball court of the Clubhouse is scheduled to have a new floor installed and that the selected contractor plans to perform slab moisture testing in accordance with ASTM standards as part of their service and to comply with manufacturer's warranty requirements. Management has requested a proposal from ETC to perform spot-check slab moisture testing as an independent assessment of the concrete before the new floor is installed. Therefore, we offer this proposal.

*Professional Relationships That Endure....Over 30 Years!*

Water Intrusion ♦ Roofing ♦ Structural ♦ Architectural ♦ Pavement ♦ Warranty/Reserve Studies ♦ Mechanical

\$ 1,000 slab test  
\$ 4,250 investigation  
for water  
intrusion



request, beyond the scope of this proposal, will be charged in accordance with the rates shown on the Fee Schedule attached to this proposal.

Phase I - Investigation ----- \$ 1,000.00

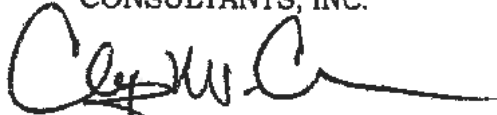
#### AUTHORIZATION

To authorize us to provide the proposed services and to make this proposal, including our statement of General Conditions and other enclosures, the agreement between us, please execute the attached Proposal Acceptance Sheet and return a copy to us. Any exceptions to this proposal or special requirements not covered in this proposal should be listed on the Proposal Acceptance Sheet.

We appreciate your consideration of ETC. Please feel free to contact us if any questions arise or if you wish to modify and/or negotiate any part of this proposal.

Very truly yours,

ENGINEERING AND TECHNICAL  
CONSULTANTS, INC.



Christopher W. Carlson, P.E., SECB  
Chief Structural Engineer

ATTACHMENTS: Fee Schedule  
General Conditions  
Proposal Acceptance Sheet

## GENERAL CONDITIONS

Page 1 of 4

January 23, 2017

1. **INSURANCE** - We maintain Workers' Compensation and Employer's Liability Insurance in accordance with state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury limits of \$300,000 - \$500,000 and property damage limits of \$100,000. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that fifteen days written notice be given prior to cancellation. Cost of this coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, we will endeavor to obtain the requested insurance and charge separately for costs associated with the additional coverage or increased limits. Within the limits and conditions of such insurance, we agree to indemnify and save the Client harmless from and against any loss, damage, or liability arising from any negligent acts by the firm, its agents, staff and consultants employed by it. The Client agrees that we shall not be responsible for any loss, damage, or liability beyond the amounts, limits and conditions of such insurance. We will only be responsible for issues that are the sole responsibility of our firm and we shall not be responsible for any loss, damage, or liability arising from any acts by the Client, its agents, staff, and other consultants employed by it.
2. **WARRANTY AND LIMITATION OF LIABILITY** - We warrant that we will perform services under this contract using that degree of skill and care ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED by our proposal for consulting services, our performance of the services, or by our furnishing oral or written reports. In addition, we will base our opinions and recommendations on our engineering judgement and are not responsible for latent defects that may appear in the future or for differing opinions of others.
  - a. Client agrees that our liability for any damage caused by any error, omission, or other professional negligence will be limited to a sum not to exceed \$20,000 or our fee, whichever is greater. If Client wishes our professional liability to exceed this sum, we agree to waive this limitation upon receiving Client's written request and written agreement to pay additional consideration in sufficient amount to cover our increased risk. The increased liability ceiling will be effective only when needed insurance has been verified and Client has paid the required additional consideration.
  - b. Client agrees to indemnify, defend, and hold us harmless from and against all past and future claims (including negligence claims), losses, damages, injuries, liabilities, and contract breaches asserted against us by any or all owners of buildings or units within buildings, and their tenants, families, guests, occupants, heirs, assigns, and all others, upon which building we perform services for Client.
  - c. Client agrees that other than for willful misconduct, the sole recourse for actions by our employees is against our firm.
3. **OWNERSHIP OF DOCUMENTS** - All documents, including, but not limited to, drawings, specifications, reports, field notes, laboratory test data, calculations and estimates, prepared by us, pursuant to this Agreement, shall be our sole property. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatever. Client further agrees that under no circumstances shall any documents produced by us, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without our written permission. We will retain all pertinent records relating to the services performed for a period of five (5) years following development, during which period the records will be made available to the Client at all reasonable times for a mutually agreed upon fee.
4. **REPORTS** - Client agrees that all reports issued by us will specifically not be used to obtain bids, estimates or pricing of any kind from contractors, or other engineers, architects, etc. for needed recommended repairs, replacement, renovation, etc. Unless agreed otherwise, one (1) hard copy and one (1) electronic copy of our reports, including drawings, sketches, specifications, etc., will be sent to the Client. Additional copies and/or distribution can be arranged for a nominal charge.
5. **SERVICES FOR JUDICIAL/ADMINISTRATION PROCEEDINGS** - Reports, letters, design documents, etc. are not to be used in any judicial or administrative procedures, including pre-litigation meetings, mediations, dispute resolutions, etc. unless specifically noted for this use.
6. **FIDUCIARY DUTY** - Client agrees that we do not assume a fiduciary duty in our relationship with the Client for any project.
7. **THIRD PARTY BENEFICIARY** - Client agrees that the performance of our services is for the sole benefit of the Client and no contractor, tenant, resident, future owner or any other party shall be deemed a third-party beneficiary to our contract with the Client.

## GENERAL CONDITIONS

Page 3 of 4

January 23, 2017

17. **ADDITIONAL SERVICES** - Any additional or continued services provided will be subject to the same terms and conditions as detailed in our proposal and these General Conditions.
18. **REMEDIAL COSTS** - The remedial fees provided as a result of our services represent our opinions of current anticipated costs. These represent only rough approximations to be used only for preliminary planning. Accurate cost figures can only be obtained by qualified contractors based on properly prepared plans and/or specifications.
19. **CONSTRUCTION ADMINISTRATION** - Client agrees that we will not be expected to make exhaustive or continuous on-site inspections, but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that we will not assume responsibility for the contracting means, methods, techniques, supervision, sequences or procedures of construction. It is understood that field services provided by us will not relieve the contractors of their responsibilities for performing the work in accordance with the plans and specifications, and we will not be responsible for the failure of any contractor to perform work in accordance with the requirements of the contract documents. The words "supervision", "inspection", or "control" are used to mean periodic observation of the work to help verify substantial compliance with the plans, specifications and design concepts. If we are not retained to perform periodic observations or monitoring services during construction, the Client agrees to indemnify and save us harmless from and against all loss, damage, or liability as a result of problems or misinterpretations of our reports, recommendations, specifications or other documents.
20. **SAFETY** - Should our services include periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's performance conducted by us is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.
21. **RIGHT-OF-ENTRY** - Unless otherwise agreed, Client will furnish right-of-entry on the property for us to perform the planned services. We will take reasonable precautions to minimize damage caused by our equipment and personnel, but we have not included in our fee the cost of restoration or damage which may result from our operations and we will not be responsible for the cost of restoration or damage.
22. **SAMPLING OR TESTING LOCATION** - The unit fees included in this proposal do not include costs associated with surveying of the site or the accurate horizontal and vertical locations of tests. Field test locations described in our report or shown on our sketches are based on specific information furnished to us by others or estimates made in the field by our personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise specifically stated.
23. **SAMPLE DISPOSAL AGREEMENT** - Unless otherwise requested, the test specimens or samples will be disposed of immediately upon completion of tests. Upon written request, we will agree to retain test specimens or samples for a mutually acceptable storage charge.
24. **DAMAGE TO EXISTING MAN-MADE OBJECTS** - It shall be the responsibility of the Client or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects, relative to field tests. Our field personnel are trained to recognize clearly identifiable stakes or markings in the field, and without special written instructions, to initiate field-testing and/or sampling within a few feet of each designated location. If we are cautioned, advised or given data in writing that reveal the presence or potential presence of obstructions, such as utilities, we will give special instructions to our field personnel. As evidenced by your acceptance of this proposal, you agree to indemnify and save us harmless from all claims, suits, losses, personal injuries, death and property liability resulting from unusual conditions or damages to structures (including utilities), owned by you or third parties, occurring in the performance of the proposed work, whose presence and exact locations were not revealed to us in writing, and to reimburse us for expenses in connection with any such claims or suits, including reasonable attorney's fees.
25. **GOVERNING LAWS** - Unless noted otherwise by the Client in the Special Instructions section of this Agreement, the validity, enforceability and interpretation of this Agreement shall be determined and governed by the laws of the Commonwealth of Virginia. All parties consent to personal jurisdiction and venue in the courts of the Commonwealth of Virginia or in any federal court located in Virginia if any suit is brought under the terms of or relating to this Agreement.



## Engineering and Technical Consultants, Inc.

7165 Columbia Gateway Drive, Suite B; Columbia, Maryland 21046  
t410.312.4761 f410.312.0482

October 22, 2019

Cameron Station Community Association  
c/o Community Management Association, an Associa Company  
200 Cameron Station Boulevard  
Alexandria, Virginia 22304

ATTENTION: Ms. Karen Soles, AMS, PCAM

SUBJECT: Proposal for Professional Engineering Services  
Water Intrusion Investigation  
Cameron Station Community Association  
200 Cameron Station Boulevard  
Alexandria, Virginia 22304  
Our Proposal PM9-7023

Dear Ms. Soles:

Engineering and Technical Consultants, Inc. (ETC) is very pleased to submit this proposal for providing professional engineering services for the above referenced project. On September 20, 2019, a representative of ETC visited the property to briefly inspect the areas involved and generally familiarize us with the required work. Since that time, we have participated in a few phone discussions with you related this project. This proposal is provided in accordance with your verbal request and includes a summary of background information, a listing of our proposed scope of services and an outline of our fees for services.

### BACKGROUND INFORMATION

Cameron Station Community (Cameron Station) is a mixed-use community consisting of three-story townhomes and low-rise garden-style buildings. Construction of the community began in the late 1990's. The Community features a Clubhouse that is two stories tall. The façade is clad in a brick veneer and an asphalt shingle roof is situated on top of the building.

We understand that the areas near the of the men's restroom and locker room have been exhibiting signs of elevated moisture in the form of organic growth. We further understand the multiple plumbers and the in-house staff have determined that the pipes in the subject area do not appear to be leaking and that the drains do not appeared to have leaks. Additionally, Virginia American Water has recently indicated that the Clubhouse has used considerably more water than expected. Therefore, Management has requested a proposal from ETC to help evaluate the water intrusion issues to provide recommendations to address the noted concerns.

*Professional Relationships That Endure....Over 30 Years!*

Water Intrusion ♦ Roofing ♦ Structural ♦ Architectural ♦ Pavement ♦ Warranty/Reserve Studies ♦ Mechanical

## **OTHER SERVICES AVAILABLE**

Phase II: Design - Once the scope of repair and/or replacement work is established, we will prepare needed documents for submission to potential contractors (bidders). The documents will include comprehensive technical specifications, drawings, needed details and a letter of bidding instructions. The entire bid package will be submitted for your review and comment prior to submission to contractors.

Phase III: Bidding - When the bid package has been approved, we will solicit bids on your behalf and obtain prices from at least three (3) qualified contractors. As part of our services, we will hold one (1) on-site pre-bid meeting to help familiarize contractors with the required scope of work and we will issue written meeting minutes. After the bids are received, we will issue a brief report which summarizes the results and provides our recommendations for proceeding with the contract.

Phase IV: Construction Administration - After a Contractor has been selected, we will perform needed construction administration and consultation services to help verify that the Contractor complies with the contract documents and uses the best possible workmanship techniques. In this phase of work, our services will include the following items.

1. We will conduct a pre-award meeting to help negotiate final contract terms, discuss particular project requirements, generally review the layout of the project, etc. so that a formal contract can be prepared and executed.
  - a. We will also provide recommendations for potential product and/or work scope alternates offered by the selected contractor.
  - b. Written minutes will be issued after the meeting to help document items discussed.
  - c. We will then develop the contract for final execution by both parties.
2. We will attend a pre-construction meeting with the Contractor and other interested parties, such as you, to review the contract documents, Contractor submittals and project requirements so that the work will be properly coordinated and started. After the meeting, we will issue written minutes.
3. Our staff will perform periodic observations (inspections) of the actual work performed and the materials utilized. The frequency of our site visits will be dependent upon the amount of activity and complexity of work being performed by the Contractor. Normally, inspections will be performed at least two (2) times a week. Written field reports will be issued for all inspections.
4. Periodic progress meetings (normally about every two to three weeks) will be held with the Contractor and other interested parties to review past work, resolve questions, review the Contractor's pay requests and discuss future work. Written minutes will be issued after every progress meeting.
5. We will review all needed Contractor submittals, shop drawings, etc. and provide a written report of our comments and recommendations.



### COMPENSATION

Estimated fees for our various services as proposed are outlined below and we will not exceed this figure without your prior authorization. All services, including those provided at your request, beyond the scope of this proposal, will be charged in accordance with the rates shown on the Fee Schedule attached to this proposal.

#### Phase I - Investigation

ETC (survey) -----	\$ 2,400.00
Contractor (sampling)-----	<u>\$ 1,800.00</u>
Total -----	\$ 4,200.00

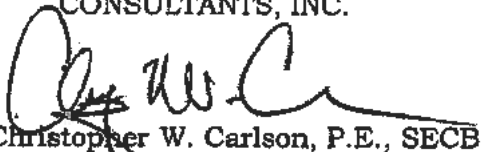
### AUTHORIZATION

To authorize us to provide the proposed services and to make this proposal, including our statement of General Conditions and other enclosures, the agreement between us, please execute the attached Proposal Acceptance Sheet and return a copy to us. Any exceptions to this proposal or special requirements not covered in this proposal should be listed on the Proposal Acceptance Sheet.

We appreciate your consideration of ETC. Please feel free to contact us if any questions arise or if you wish to modify and/or negotiate any part of this proposal.

Very truly yours,

ENGINEERING AND TECHNICAL  
CONSULTANTS, INC.



Christopher W. Carlson, P.E., SECB  
Chief Structural Engineer

ATTACHMENTS: Fee Schedule  
General Conditions  
Proposal Acceptance Sheet

## GENERAL CONDITIONS

Page 1 of 4

January 23, 2017

1. **INSURANCE** - We maintain Workers' Compensation and Employer's Liability Insurance in accordance with state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury limits of \$300,000 - \$500,000 and property damage limits of \$100,000. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that fifteen days written notice be given prior to cancellation. Cost of this coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, we will endeavor to obtain the requested insurance and charge separately for costs associated with the additional coverage or increased limits. Within the limits and conditions of such insurance, we agree to indemnify and save the Client harmless from and against any loss, damage, or liability arising from any negligent acts by the firm, its agents, staff and consultants employed by it. The Client agrees that we shall not be responsible for any loss, damage, or liability beyond the amounts, limits and conditions of such insurance. We will only be responsible for issues that are the sole responsibility of our firm and we shall not be responsible for any loss, damage, or liability arising from any acts by the Client, its agents, staff, and other consultants employed by it.
2. **WARRANTY AND LIMITATION OF LIABILITY** - We warrant that we will perform services under this contract using that degree of skill and care ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED by our proposal for consulting services, our performance of the services, or by our furnishing oral or written reports. In addition, we will base our opinions and recommendations on our engineering judgement and are not responsible for latent defects that may appear in the future or for differing opinions of others.
  - a. Client agrees that our liability for any damage caused by any error, omission, or other professional negligence will be limited to a sum not to exceed \$20,000 or our fee, whichever is greater. If Client wishes our professional liability to exceed this sum, we agree to waive this limitation upon receiving Client's written request and written agreement to pay additional consideration in sufficient amount to cover our increased risk. The increased liability ceiling will be effective only when needed insurance has been verified and Client has paid the required additional consideration.
  - b. Client agrees to indemnify, defend, and hold us harmless from and against all past and future claims (including negligence claims), losses, damages, injuries, liabilities, and contract breaches asserted against us by any or all owners of buildings or units within buildings, and their tenants, families, guests, occupants, heirs, assigns, and all others, upon which building we perform services for Client.
  - c. Client agrees that other than for willful misconduct, the sole recourse for actions by our employees is against our firm.
3. **OWNERSHIP OF DOCUMENTS** - All documents, including, but not limited to, drawings, specifications, reports, field notes, laboratory test data, calculations and estimates, prepared by us, pursuant to this Agreement, shall be our sole property. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatever. Client further agrees that under no circumstances shall any documents produced by us, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without our written permission. We will retain all pertinent records relating to the services performed for a period of five (5) years following development, during which period the records will be made available to the Client at all reasonable times for a mutually agreed upon fee.
4. **REPORTS** - Client agrees that all reports issued by us will specifically not be used to obtain bids, estimates or pricing of any kind from contractors, or other engineers, architects, etc. for needed recommended repairs, replacement, renovation, etc. Unless agreed otherwise, one (1) hard copy and one (1) electronic copy of our reports, including drawings, sketches, specifications, etc., will be sent to the Client. Additional copies and/or distribution can be arranged for a nominal charge.
5. **SERVICES FOR JUDICIAL/ADMINISTRATION PROCEEDINGS** - Reports, letters, design documents, etc. are not to be used in any judicial or administrative procedures, including pre-litigation meetings, mediations, dispute resolutions, etc. unless specifically noted for this use.
6. **FIDUCIARY DUTY** - Client agrees that we do not assume a fiduciary duty in our relationship with the Client for any project.
7. **THIRD PARTY BENEFICIARY** - Client agrees that the performance of our services is for the sole benefit of the Client and no contractor, tenant, resident, future owner or any other party shall be deemed a third-party beneficiary to our contract with the Client.

## GENERAL CONDITIONS

Page 3 of 4

January 23, 2017

17. **ADDITIONAL SERVICES** - Any additional or continued services provided will be subject to the same terms and conditions as detailed in our proposal and these General Conditions.
18. **REMEDIAL COSTS** - The remedial fees provided as a result of our services represent our opinions of current anticipated costs. These represent only rough approximations to be used only for preliminary planning. Accurate cost figures can only be obtained by qualified contractors based on properly prepared plans and/or specifications.
19. **CONSTRUCTION ADMINISTRATION** - Client agrees that we will not be expected to make exhaustive or continuous on-site inspections, but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that we will not assume responsibility for the contracting means, methods, techniques, supervision, sequences or procedures of construction. It is understood that field services provided by us will not relieve the contractors of their responsibilities for performing the work in accordance with the plans and specifications, and we will not be responsible for the failure of any contractor to perform work in accordance with the requirements of the contract documents. The words "supervision", "inspection", or "control" are used to mean periodic observation of the work to help verify substantial compliance with the plans, specifications and design concepts. If we are not retained to perform periodic observations or monitoring services during construction, the Client agrees to indemnify and save us harmless from and against all loss, damage, or liability as a result of problems or misinterpretations of our reports, recommendations, specifications or other documents.
20. **SAFETY** - Should our services include periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's performance conducted by us is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.
21. **RIGHT-OF-ENTRY** - Unless otherwise agreed, Client will furnish right-of-entry on the property for us to perform the planned services. We will take reasonable precautions to minimize damage caused by our equipment and personnel, but we have not included in our fee the cost of restoration or damage which may result from our operations and we will not be responsible for the cost of restoration or damage.
22. **SAMPLING OR TESTING LOCATION** - The unit fees included in this proposal do not include costs associated with surveying of the site or the accurate horizontal and vertical locations of tests. Field test locations described in our report or shown on our sketches are based on specific information furnished to us by others or estimates made in the field by our personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise specifically stated.
23. **SAMPLE DISPOSAL AGREEMENT** - Unless otherwise requested, the test specimens or samples will be disposed of immediately upon completion of tests. Upon written request, we will agree to retain test specimens or samples for a mutually acceptable storage charge.
24. **DAMAGE TO EXISTING MAN-MADE OBJECTS** - It shall be the responsibility of the Client or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects, relative to field tests. Our field personnel are trained to recognize clearly identifiable stakes or markings in the field, and without special written instructions, to initiate field-testing and/or sampling within a few feet of each designated location. If we are cautioned, advised or given data in writing that reveal the presence or potential presence of obstructions, such as utilities, we will give special instructions to our field personnel. As evidenced by your acceptance of this proposal, you agree to indemnify and save us harmless from all claims, suits, losses, personal injuries, death and property liability resulting from unusual conditions or damages to structures (including utilities), owned by you or third parties, occurring in the performance of the proposed work, whose presence and exact locations were not revealed to us in writing, and to reimburse us for expenses in connection with any such claims or suits, including reasonable attorney's fees.
25. **GOVERNING LAWS** - Unless noted otherwise by the Client in the Special Instructions section of this Agreement, the validity, enforceability and interpretation of this Agreement shall be determined and governed by the laws of the Commonwealth of Virginia. All parties consent to personal jurisdiction and venue in the courts of the Commonwealth of Virginia or in any federal court located in Virginia if any suit is brought under the terms of or relating to this Agreement.



## PROPOSAL ACCEPTANCE SHEET

Description of Services: **Proposal for Professional Engineering and Consulting Services**

Project Name: Cameron Station - Water Intrusion Investigation

Project Location: 200 Cameron Station Blvd. Alexandria, VA 22304

Proposal Number and Date: PM9-70243 October 22, 2019

FOR PAYMENT OF CHARGES - Charge invoice to the account of:

Firm \_\_\_\_\_

Address \_\_\_\_\_

Zip Code \_\_\_\_\_ Phone Number \_\_\_\_\_ Email: \_\_\_\_\_

Attention \_\_\_\_\_ Title \_\_\_\_\_

FOR APPROVAL OF CHARGES - If the invoice is to be mailed for approval to someone other than the account charged, please indicate where to mail the invoice in the space below.

Firm \_\_\_\_\_

Address \_\_\_\_\_

Zip Code \_\_\_\_\_ Phone Number \_\_\_\_\_ Email: \_\_\_\_\_

Attention \_\_\_\_\_ Title \_\_\_\_\_

Payment Terms - Payment is due upon receipt of our invoice. If payment is not received within thirty days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month or the maximum allowed by law, whichever is the lesser rate. In the event Client requests termination of the work prior to completion, Client agrees to pay all charges to date and, at our discretion, a termination charge in an amount not to exceed thirty percent of all charges incurred through the date work is stopped plus any shutdown costs. Client agrees to pay all reasonable legal fees, court costs and collection charges (a minimum of \$200.00) associated with the collection of past due accounts.

SPECIAL INSTRUCTIONS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PROPOSAL ACCEPTANCE - The Terms and Conditions of this Proposal, including the Terms on this page and the General Conditions are:

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Print or type individual, firm or corporate body name \_\_\_\_\_

Signature of authorized representative \_\_\_\_\_

\_\_\_\_\_ Print or  
type name of authorized representative and title

**TAB - 10**

**TAB - 11**

## SERVICE AGREEMENT

**THIS SERVICE AGREEMENT**, including the Statement of Services Addendum, (the "Agreement") is made and entered on this 12 day of May, 2015 by and between American Disposal Services, Inc., a Virginia Corporation ("Service Provider") and the Cameron Station Community Association ("Customer").

### WITNESSETH

**WHEREAS**, Service Provider currently operates a solid waste collection and hauling business serving residential customers in and around the metropolitan Washington, D.C. area (the "Collection Business");

**WHEREAS**, Customer consists of and the parties agree that the Service Provider shall perform waste collection and hauling services for 32 single family homes, 974 town homes, and 272 condos (including condos at Cameron Station – 120 condos, Woodland Hall – 60 condos, and Oakland Hall – 92 condos);

$$1278 \times \$13.15 = \$17,510.50 + \$148.53 + \$30 =$$

**WHEREAS**, Customer also has and the parties agree that the Service Provider shall perform waste collection and hauling services for a trash and recycle shed at the Cameron Club, located at 200 Cameron Station Boulevard, 32 waste receptacles located on what is commonly referred to as Pocket Parks and along Linear Trail, which is located between Ben Brenman Park and Armistead L. Booth Park.

\$17,751.03  
Pay  
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6/1/15

**WHEREAS**, the Parties wish to enter into an exclusive agreement whereby Service Provider will provide twice per week municipal solid waste ("MSW") removal and once per week recycling and yard waste removal services.

**WHEREAS**, Service Provider has provided each residence two (2) 18-gallon recycling bins at no additional charge and Service Provider will provide one (1) 64-gallon recycling cart and/or one (1) 64-gallon garbage cart to each residence upon request at no additional charge.

**NOW THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES AND BENEFITS**, the Parties further agree as follows:

- 1. TERM.** The Term of this Agreement is 60 months from the date of commencement of service, which shall be June 1, 2015. The Term will not automatically renew itself, other than on a month-to-month basis, until such time as either party provides the other with thirty (30) days written notice to terminate the Agreement as required by Paragraph 21 herein.
- 2. SERVICES RENDERED.** Customer grants to Service Provider the exclusive right to collect and dispose of Customer's waste materials (MSW, Recycling & Yard/Organic Waste) and agrees to make payments as provided for herein and Service Provider agrees to furnish such services and equipment specified above, and in accordance with the attached Statement of Services Addendum, all in accordance with the terms of this Agreement. Service Provider agrees to perform the services to collect, transport, dispose of and recycle, Waste Material (as defined below), at each Location described in the recitals above. The Waste Material to be collected, transported, disposed of or recycled pursuant to this Agreement is all solid waste (including recyclable materials if applicable) generated by each Location at which Service Provider provides services hereunder including municipal solid waste, construction waste

*[Handwritten signature]*

and bulk waste (collectively, the "Waste Material"). Waste Material specifically excludes radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"). **Service Provider** will provide all necessary approvals, permits, material, Equipment (defined below) and labor to properly perform the services described in the Agreement. If so required, **Service Provider** shall provide a valid license to perform services in any municipality where services are contracted

3. **SERVICE GUARANTEE.** If Service Provider fails to perform the services described within fifteen (15) business days of its receipt of a written demand from Customer, sent Certified Mail, Return Receipt Requested, Customer may terminate this Agreement.

4. **Performance:** All Waste Material collection at each location shall be performed between 7 a.m. and 6 p.m. and on the days set forth in the attached Statement of Services Addendum. Service Provider may deviate from this schedule only by permission of the Customer in writing. Service Provider agrees to provide, at all times, a sufficient number of qualified persons to perform the services. All persons working under the direction of Service Provider shall be employees of Service Provider and not of Customer, and Service Provider shall be solely liable to such employees for their wages and benefits. Service Provider shall, at Customer's request, promptly remove from the location any of Service Provider's employees who are not acceptable to Customer, as a result of behavior that is disruptive to Location operations, or residents or Customer employee safety, whether such behavior occurs in the course of providing services or outside of the provision of services. Service Provider agrees that all labor and items used in the performance of the services will meet the requirements of all governmental authorities. All services to be performed by Service Provider in accordance with all applicable laws, ordinances, rules, regulations, codes, requirements and the like. Evidence of such compliance shall be supplied to Customer at its request. Service Provider shall provide at all times competent, adequate and knowledgeable supervision of all services to be performed at the property. Service Provider shall not utilize a subcontractor to provide services under this Agreement. Service Provider observes New Year Day, Thanksgiving and Christmas Day. Should one of these Holidays fall on regular scheduled pick up day, Customer shall receive their service on the next business day. Please note that the next business day of service could run later into the business day as Service Provider would be collecting 2 days worth of waste on one day.

5. **EQUIPMENT.** Equipment is defined as the containers used to collect, transport, dispose of, and recycle collected Waste Material. Unless otherwise set forth herein, all Equipment furnished by Service Provider shall remain the property of Service Provider if applicable. Customer shall not modify the Equipment or use it for any purpose other than the purposes set forth herein. Customer shall grant unobstructed access to the Equipment on the scheduled day of collections. If the Equipment is inaccessible, such that the regularly scheduled collection cannot be made, Service Provider will promptly notify the Property office and afford a reasonable opportunity for Customer to provide access. Except as may be required on a temporary basis for Customer normal business operations, Customer will not move or alter the Equipment and will take reasonable precautions to prevent overloading the Equipment by weight or volume. Customer will reimburse Service Provider for any damage to Equipment caused directly by Customer or its agents or employees. Service Provider will reimburse Customer for any damages to the structures housing the garbage containers directly caused by Service Provider. Property is not responsible for payment of any containers that may be set on fire, damaged or destroyed by unrelated parties. Service Provider will not be responsible to Customer for damages to parking lots and other driving surfaces (with the exception of curbs and sidewalks) resulting from the

weight of Service Provider's vehicles or the Equipment. All containers that are damaged or deteriorating must be changed out within five (5) working days. If applicable, containers must be placed inside corral at all times. Trash that may fall from a container or truck in the process of being removed from the Location shall be picked up by Service Provider, unless container(s) are significantly overloaded in which case Customer shall be responsible for the clean-up.

Customer agrees to provide unobstructed access to the equipment on the scheduled collection days. If the equipment is inaccessible so that the regularly scheduled pick up cannot be made, Service Provider will promptly notify the Customer and afford the Customer reasonable opportunity to provide the required access; however, Service Provider reserves the right to charge an additional fee for any additional collection service required by Customer's failure to provide such access.

6. **RATE.** Price will be subject to change due to but not limited to, the reasons stated in the Rate Adjustments section of this Agreement.

Rate = \$13.75/SF/unit/month    \$13.75/TH/unit/month    \$13.75/CO/unit/month

**\*\*\$148.53/month** for 32 waste receptacles located within Pocket Parks at the Cameron Club Trash and Recycle Shed

**\*\* \$30.00/month** for trash cans located on Linear Trail

7. **RATE ADJUSTMENTS.** In no event shall the rate, be subject to an increase except as detailed as follows. All fees and charges shall be fixed for the first year. There shall be no line charges for fuel or energy surcharges, environmental fees, or relocation fees, administration fees, finance charges or late fees, suspension fees or service interrupt fees. Any increases in rate, other than fees & charges shall be submitted thirty (30) days prior to the end of the current term along with proper documentation of said increase and will be implemented only once per year during this Agreement excluding landfill increases. Increases shall not exceed 3.0%. No additional charges will be permitted during the course of the year.

8. **EXCUSED PERFORMANCE.** Neither Party shall be liable for its failure to perform or delay in performance due to circumstances beyond its reasonable control, including, but not limited to, inclement weather or any other acts of God, and such failure shall not constitute a Default under this Agreement. In the event of inclement weather delays or other acts of God, Service Provider shall perform service on the next business day.

9. **Repair and Damage.** Service Provider shall promptly repair all damage to lawns, enclosures, roadways, parking areas, curbs, or any other property owned or maintained by the Association or by any other person or entity in the Customer, including any subassociation, when such damage occurs during the term of this Service Agreement as a result of any negligent act or omission or intentional misconduct of Service Provider or any of its agents or employees. Service Provider shall promptly remedy such damages and repair such damaged property to a condition reasonably similar to that which existed before the damage occurred. Service Provider shall promptly clean up any spills (including oil and gas) from its vehicles and all spills which occur as part of its trash removal efforts. If Service Provider fails to so promptly repair or so promptly clean up any spills in a timely manner as provided, the Customer may proceed to repair the damage or clean up any spills and hold Service Provider responsible for the amount of such repair or cleaning, and may withhold an amount equal to the cost of repair, cleaning or



restoration from any payments due to Service Provider after the Customer presents an invoice setting forth the costs in reasonable detail.

10. **Termination:** In the event that **Service Provider** fails to comply with any provisions of this Agreement at any Location, and such failure is not cured within fifteen (15) days after receipt of written notice thereof, **Customer** may terminate this Agreement at such Location upon written notice to **Service Provider**. **Customer** shall use reasonable discretion to determine whether or not such failure has been cured. Notification shall be sent via certified mail return receipt requested. If, **Service Provider** fails to make three (3) scheduled collections at a Property, and after receipt of written notice thereof, **Service Provider** shall be considered in breach of this Agreement at any said Location as of the day of said third failure, and **Customer** may immediately terminate this Agreement at such Location upon written notice to **Service Provider**. The **Customer** may terminate this Service Agreement without cause, upon the provision of at least sixty (60) days prior written notice to **Service Provider**, and **Service Provider** may terminate this Service Agreement without cause, upon the provision of at least one hundred eighty (180) days prior written notice to **Customer**. **Service Provider** will, on the termination date, remove all Equipment from the applicable Location.

11. **Risk of Loss and Insurance:** At all times during the term of this Agreement, **Service Provider** shall maintain in full force and effect, at **Service Provider**' expense, the following insurance, with the parties identified on the respective Property Exhibits named as additional insured: (i) Workers' Compensation and Employer's Liability insurance as required by applicable law **Service Provider**' personnel; (ii) Commercial General Liability Insurance (occurrence form), including personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate; and (iii) Business Automobile Liability insurance, including bodily injury and property damage coverage, with a combined single limit of not less than One Million Dollars (\$1,000,000) per accident. All such policies of insurance shall be in form and with companies satisfactory to **Customer**, shall require the insurer to give the applicable **Customer** at least thirty (30) days prior written notice of modification or cancellation, and shall provide that the respective interests of the additional insured shall not be impaired or invalidated by any act or omission of **Service Provider** or its principals, employees, contractors or agents (collectively, the "**Service Provider Related Parties**"). Upon execution of this Agreement, and thereafter from time to time upon request by **Customer**, **Service Provider** shall provide **Customer** with certificates evidencing such insurance.

12. **Indemnification:** To the extent permitted by law, **Service Provider** will indemnify, defend and hold **Customer**, the owners of the Location, their respective related and affiliated entities and each of their respective members, principals, beneficiaries, partners, officers, trustees, directors, employees, volunteers, mortgagee(s) (if any) and agents, and the respective principals and members of any such agents, (collectively the "**Customer Related Parties**") harmless against and from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by law), which may be imposed upon, incurred by, or asserted against **Customer** or any of the **Customer Related Parties** and arising, directly or indirectly, out of or in connection with the acts or omissions of **Service Provider** or any of its agents, servants, contractors, employees, licensees or invitees

13. **Compliance with Laws:** **Service Provider** will comply with all laws, ordinances, rule and regulations and agrees to obtain all permits pertaining to the performance of the Services. **Customer** will comply with all laws, ordinances, rules and regulations and agrees to obtain all permits pertaining to

the physical structure of the Location. This agreement shall be construed and enforced in accordance with the laws of the State of VA.

14. **Payment of Taxes:** **Service Provider** will promptly pay when due all taxes, assessments, license fees, and other charges assessed as a result of its performance of the Service hereunder.

15. **Warranties.** **Service Provider** hereby warrants that it maintains effective radio communications between trucks and between its office and trucks and that it shall make all reasonable efforts to schedule trucks in order to maintain the collection schedule provided for in the Statement of Services Addendum of this Service Agreement. **Service Provider** further warrants and promises that these trucks shall be maintained at no less than the present condition throughout the term of this Service Agreement, normal wear and tear excepted. **Service Provider** also warrants that it has obtained all licenses and permits as necessary and required by the City of Alexandria, the Commonwealth of Virginia and any other governmental entities having jurisdiction in the premises.

16. **Communications.** **Service Provider** shall assign sufficient customer service personnel to service the **Customer's** account and shall provide direct contact information, including telephone numbers, cell phone numbers, pagers and e-mail addresses, for representatives of **Service Provider**.

17. **Authority:** The persons executing this Agreement on behalf of both **Service Provider** and **Customer** have full and express authority to execute the same on behalf of the parties hereto.

18. **No Waiver:** One or more waivers of any covenant or condition by **Customer** or **Service Provider** shall not be construed as a waiver of a subsequent breach of the same covenant or condition. The waiver or exercise of any legal right hereunder shall not be construed as a waiver of any other action or right **Customer** or **Service Provider** may have pursuant to the terms of this Agreement.

19. **Damages:** **Service Provider** and **Customer** shall have the right to all legal and equitable remedies and actions.

20. **Notices:** All notices, requests, demands or other communications required or permitted under this Agreement must be in writing and delivered personally or by certified mail, return receipt requested, postage prepaid, by facsimile transmission, or by overnight courier (such as Federal Express), addressed to the notice addresses set forth below the signatures lines on this Agreement. All notices given in accordance with the terms hereof shall be deemed given and received when sent or when delivered personally. Either party hereto may change the address for receiving notices, requests, demands or other communication by notice sent in accordance with the terms of this Section 16.

21. **Assignment:** Upon the sale, transfer, or termination of operations by **Customer** at a designated location **Customer** may, in its sole discretion, (i) terminate this Agreement upon written notice to **Service Provider**, as it relates to such Location, or (ii) assign this Agreement, as it relates to such Location, to the subsequent owner or manager of the Location, or business owner contained there on with the consent of **Service Provider**. Neither this Agreement, nor any of **Service Provider's** obligations under this Agreement shall be assignable by **Service Provider** without the prior written consent of **Customer**.



22. **Attorney Fees:** If either party hereto commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and receive from the losing party reasonable attorneys' fees and costs of suit.

23. **Severability:** If any part of this Agreement is found to be invalid or unenforceable, then that part of the Agreement will not affect the validity or enforceability of the remainder of this Agreement in any way.

24. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which when so executed and delivered, shall be deemed to be an original, but together, shall constitute one and the same instrument.

25. **Relationship:** Service Provider acknowledges and agrees that it is an independent contractor. Service Provider shall not be construed as an agent, joint venturer or partner of any of Customer, and shall not have the power to bind or obligate any of Customer in any manner or under any circumstances whatsoever.

26. **Entire Agreement:** This Agreement is the entire agreement between the parties with respect to the subject matter hereof and may not be amended or modified except in a written document signed by Service Provider and Customer.

27. **Charges:** Customer shall pay Service Provider for the Services provided by Service Provider as outlined in this agreement and indicated in the attached Statement of Services Addendum. In no event shall the rate, be subject to an increase except as detailed as follows. All fees and charges shall be fixed for the first year. There shall be no line charges for fuel or energy surcharges, environmental fees, trip charges, or relocation fees, administration fees, finance charges or late fees, suspension fees or service interrupt fees. Any increase in rate, other fees & charges during the years two through four shall be submitted thirty (30) days prior to the anniversary date of the contract along with proper documentation of said increase and will be implemented only once per year on the anniversary date of this contract. For accounts that are charged a flat rate, increases shall not exceed 3.0% excluding landfill increases with proper said documentation. For accounts that are charged as transportation plus disposal, increases will be limited to 3.0% per haul and 3.0% for disposal cost. No additional charges will be permitted during the course of the year. If an unscheduled price increase is imposed without written approval by both parties, payment of any such increased invoice does not waive any rights either party possesses under the terms of this Agreement. Increases or decreases in service levels do not require newly signed agreements and must stay at the same cubic yardage rate and/or tonnage rate used to figure the base rate.

28. **Payment:** Service Provider shall provide an invoice to the Location on a monthly basis. Customer shall make payment to Service Provider for the amounts properly due within thirty (30) days after receipt of invoice. Each invoice shall be of proper detail to allow Customer to identify the Services provided and the amounts due. In the event of non-payment, Service Provider must notify the property and the management company in writing fifteen (15) days prior to the date it is to be put on stop service.

BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE AND REPRESENT THAT YOU ARE AN AUTHORIZED REPRESENTATIVE OR AGENT OF CUSTOMER WITH AUTHORITY TO BIND CUSTOMER, HAVE READ, FULLY UNDERSTAND, AND AGREE TO THIS AGREEMENT.

Initials 

**HOA BOARD INFORMATION****Cameron Station Community Assoc., Inc.**

(HOA Trade Name)

54-1896053

(Federal Tax ID #)

Michael Johnson, President

(Board Member Print Name &amp; Title)

703-567-4881

(Board Member Telephone #)

President@camersonstation.org

(Board Member E-mail Address)

(Board Member Signature)

5/12/2015

(Date)

**MANAGEMENT COMPANY INFORMATION**

ASSOCIA - CMC

(Name of Management Company)

Colleen Hairston

(Management Company Agent Print Name)

703-567-4881

(Management Company Telephone #)

communitymanager@camersonstation.org

(Management Company E-mail Address)

N/A

(Management Company Agent Signature)

5/12/2015

(Date)

(American Disposal Services Agent Signature)

(Print Name)

5/21/15  
(Date)

\*\*The information you provide to ADS will not be sold or transferred to others outside of our company. We consider your e-mail address and any personal information you provide to be private and this information will be kept strictly confidential within American Disposal Services.

**Send Invoices or Correspondence to:**

If to Customer:

Cameron Station Community Association200 Cameron Station BoulevardAlexandria, Virginia 22304

If to Provider:

AMERICAN DISPOSAL SERVICES, INC.

P.O. BOX 1326

CENTREVILLE, VIRGINIA 20122-8326

ATTN: HOA TEAM

## STATEMENT OF SERVICES ADDENDUM

### Location of Services

The parties agree that the waste collection and hauling services described herein shall be provided to the Customer at the following locations within the Customer's property:

- 1) 32 single family homes;
- 2) 974 town homes;
- 3) 272 condos (including the Condominiums at Cameron Station— 120 units, Woodland Hall Condominiums – 60 units, and Oakland Hall Condominiums – 92 units); and
- 4) The Cameron Club Trash and Recycle Shed ,32 waste receptacles located within Pocket Parks and trash cans located on Linear Trail

The parties further agree that the waste collection and hauling services described herein shall not be provided to the Cameron Station Condominium, the Carlton Place and Main Street pursuant to the terms of this Agreement.

**PICKUP POLICY.** Containers should be placed curbside no later than 5 am on your scheduled service days. Service Provider is not responsible for the removal of waste from any homes located on roadways that Service Provider deems impassable due to, but not limited to, inclement weather, construction on roadways, construction vehicles, narrow passage, or parked cars. Service Provider does not provide service on NEW YEARS DAY, THANKSGIVING DAY, CHRISTMAS DAY, or any days that disposal sites are closed. Uncollected waste will be picked up on the next business day. No adjustments will be made to your account as a result. Provider shall not be responsible or liable for damages to pavement including, but not limited to, cracks or depressions, resulting from standard industrial collection vehicles.

**TRASH COLLECTION POLICY.** Trash pick up shall occur on Mondays and Thursdays. Trash should be placed at the curb in covered cans or in trash bags, secured tightly. Service Provider will not empty containers that weigh more than 35 pounds. The following are Prohibited Materials and will NOT be collected: dead animals, oil, paint, stains, batteries, construction or remodeling material, manure, tree stumps, mulch, sod, dirt, stone, rocks, cement, bricks, poisons, dangerous acids, caustics, explosives, or other dangerous material, items too large or heavy to be loaded in collection vehicles safely by our employees or any other material excluded by disposal sites. Broken glass or tin can lids should be wrapped in paper bags. Ashes remain hot for several days; please store them in a metal container, out of the house, for about a week prior to putting them out for pickup.

**RECYCLING POLICY.** Recycling pick up shall occur on Thursdays. Acceptable Recycling: Aluminum and tin cans, glass, plastics types one through seven (1 – 7), plastic bottles, wide mouth plastic containers & rigid plastics, empty aerosol cans, paper (including newspaper, magazines, office paper, envelopes), cardboard, paperboard (cereal boxes, shoe boxes, frozen food packages) and corrugated cardboard (moving boxes etc.). For a complete list of acceptable materials visit our website: [americandisposal.com/accepted-recycling](http://americandisposal.com/accepted-recycling).

**YARD WASTE POLICY.** Yard waste pick up shall occur on Mondays and Thursdays. Grass clippings and leaves need to be placed in bio-degradable paper bags or a personal trash can marked "Yard Waste". Tree limbs and brush must be tied in bundles no longer than 4 feet in length and 6 inches in diameter.

Initial 

Bundles or items that are bagged are not to exceed 50 LBS. Service Provider will collect a maximum of ten bundles of tree limbs and brush per pick up and a maximum of ten bags of leaves per pick up. Christmas trees are collected during the first two weeks in January and should be free of all decorations and not placed out in plastic bags. Provider will not be responsible for damage to streets, curbs, gutters, or sidewalks resulting from containers and bags or otherwise placed for collection (for example, grass clippings that seep and stain placement area).

**SPECIAL PICKUPS.** Service Provider will provide curbside pickup for furniture and other large non-metallic household items (not to exceed 2 cubic yards total in volume) on your second collection day each week. There will be an extra charge for special pickups that exceed 2 cubic yards total in volume, including more than ten bundles of tree limbs and branches, and for the pickup of ferrous metals/white goods such as stoves, refrigerators (all CFC's should be removed prior to pick-up), washers, dryers, hot water tanks, and other bulky metallic items. Special pickups need to be scheduled with Service Provider in advance.

**EXTRA COLLECTIONS:** Service Provider shall provide extra collections as needed. When these extra collections are required, an authorized agent will contact the local Service Provider business office to arrange for any additional containers and collection. Service Provider will have on file and available upon demand, photographic proof that indicates the amount of excess Waste Materials collected, the charges associated with such extra collection, and the date of the extra collection. The charges assessed by Service Provider for such extra collections, shall be charged per the terms of this Agreement. Where applicable, "roll off" containers may be loaded with bulk and construction debris. Service Provider shall position all containers for additional collections so that they do not block any driveways, streets, parking places or walkways, unless otherwise directed by Customer site personnel. In the event extra collections are requested by the Location, Service Provider will charge the Property the rates for Additional Services as listed within this Agreement.

**LIMITS OF OUR RESPONSIBILITY.** Service Provider is not responsible for loss or damage to homeowners' personal waste containers and lids or any items small or large left near the waste containers (for example, a bicycle left leaning on a trash can).

**Additional Services**  
**Cameron Station Condominium, 200 Cameron Station Blvd, Alexandria, VA 22304**

Temporary Open Top Rental	No Charge, anything over a week is \$6.00/day
Temporary Open Top Delivery Fee	\$125.00 one-time fee
Temporary Open Top Haul Charge	\$425.00/pull for 4 tons and under
Disposal	\$75.00/ton over 4 tons
Temporary Open-Top Extra Tonnage Charge	No Charge
Extra Yards or Extra Pick-Ups	\$55.00 each
Bulk Item Pick-up	Included in rate above
Environmental Fee	No Charge

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# AMERICAN DISPOSAL SERVICES

11/29/2019

Cmc  
200 Cameron Station Blvd  
Alexandria, VA. 22304-8684

**Site Name:**  
Cameron Station - Linear Trail  
Account # 047146

Re: Annual and Operational Increase

Dear American Disposal Customer,

At American Disposal Services we strive to maintain the highest level of service in our industry. We are proud to provide you with prompt, safe and professional service at a competitive price, which we know you appreciate. Although we have done our best to keep your monthly service rate to a minimum, the cost of equipment, labor, insurance, and other operating expenses continues to escalate beyond our control. Reluctantly, we must pass on a portion of these rising costs in order to maintain the level of service that you expect and deserve from us. Per the terms of your service agreement, this letter is to serve as a written notification of your annual and operational increase.

We realize that rate increases are never welcome in these times, as everyone has cost concerns. However, we hope that you will understand and accept that these escalated costs are out of our control. Recouping them is necessary in order for us to continue to function as a business, and provide you with the excellent service that you expect and deserve.

Below please find your new adjusted rates as of January 01, 2020.

Qty	Service	Frequency	Old Rate	New Rate
2	HPUCMNTY	2 times per week	\$ 31.50	\$ 33.08

If you have any questions or concerns regarding this letter, we are more than happy to discuss them with you. Please feel free to call Jessica Shelton at 571-292-9518 or email her at [jshelton@adsmail.com](mailto:jshelton@adsmail.com).

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12/30/2019

Cmc790-17510  
200 Cameron Station Blvd  
Alexandria, VA. 22304-8684

**Site Name:**  
Cameron Station - Linear Trail  
Account # 047146

Re: Regulated Disposal Fee Increase

Dear American Disposal Customer,

We have recently been notified by the Arlington/Alexandria Covanta Burn Center that the per ton disposal fees will be increased effective January 1, 2020. Disposal fees paid for the waste you place in your containers is the primary component of your monthly charge, therefore we must pass through this fee increase accordingly.

We realize that rate increases are never welcome in these times, as everyone has cost concerns. However, we hope that you will understand and accept that these escalated costs are out of our control. Recouping them is necessary in order for us to continue to function as a business, and provide you with the excellent service that you expect and deserve.

Below please find your new adjusted rates as of February 01, 2020.

Qty	Service	Frequency	Old Rate	New Rate
2	HPUCMNTY	2 times per week	\$ 33.08	\$ 34.07

If you have any questions or concerns regarding this letter, we are more than happy to discuss them with you. Please feel free to call Jessica Shelton at 571-292-9518 or email her at [jshelton@adsimail.com](mailto:jshelton@adsimail.com).

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