



CAMERON STATION

BOARD OF DIRECTORS MEETING

HYBRID ZOOM MEETING – Henderson Room / Zoom

DRAFT AGENDA

Tuesday, March 28, 2023 – 7:00 PM

Until approved at the meeting, this draft agenda is subject to change.

Link: <https://zoom.us/j/97385179058?pwd=TUg1V1lvM011VStJS2k5b3NELOIRUT09>

Meeting Number (access code): 973 8517 9058

Meeting Password: 319862

Join by phone: 301-715-8592 US (Washington DC)

- | | | |
|-------|--|------------------|
| I. | CALL TO ORDER | 7:00 PM |
| II. | APPROVAL OF AGENDA | 7:01 PM |
| III. | APPROVAL OF MINUTES – BOD Meeting – February 28, 2023, | 7:02 PM |
| IV. | LT. LION – CITY OF ALEXANDRIA | 7:03 PM |
| V. | ARTHUR IMPASTATO – CAMERON STATION CIVIC ASSOCIATION | 7:13 PM |
| VI. | HOMEOWNERS' FORUM | 7:23 PM |
| VII. | HEARING – COMPLAINT PROCESS | 7:33 PM |
| VIII. | TREASURER'S REPORT | 7:37 PM |
| IX. | COMMITTEE REPORTS (FAC, ARC, A&E, ComCom, CCFC, CAC) | 7:43 PM |
| X. | MATTERS FOR BOARD DECISION | 8:03 PM |
| | A. A&E New Member Application – Sarah Turkaly | Motion 2023-0301 |
| | B. CAC New Member Application – Justin Newsome | Motion 2023-0302 |
| | C. Lancaster Landscape Proposal #31665 | Motion 2023-0303 |
| | D. Lancaster Landscape Proposal #31703 | Motion 2023-0304 |
| | E. Lancaster Landscape Proposal #31704 | Motion 2023-0305 |
| | F. Cameron Club Painting Proposal | Motion 2023-0306 |
| | G. Parking Enforcement and Safety Patrol Services Proposals | Motion 2023-0307 |
| | H. Fire Suppression/Alarm Test/Backflow Inspection Proposals | Motion 2023-0308 |
| | I. Fire Hydrant Maintenance Proposals | Motion 2023-0309 |
| | J. Swimming Pool – 2023 Contract Addendum (Option A,B,C) | Motion 2023-0310 |
| | K. Access System Printer Proposal | Motion 2023-0311 |

**The timed agenda above is intended to guide the Board and may be subject to change without notice depending upon the length of conversation by Board members.*

Prepared by: Steve Philbin, M ed. CMCA®, PCAM®, General Manager & Angel Robles, CMCA®, AMS® - Asst. General Manager

XI.	MATTERS FOR BOARD DISCUSSION	8:43 PM
	<ul style="list-style-type: none"> A. Sub-Association Agreement B. Pool Swimming Lesson hours 	
XII.	MATTERS FOR BOARD INFORMATION	8:50 PM
	<ul style="list-style-type: none"> A. Management Report <ul style="list-style-type: none"> • Action Item list • Project Updates • TMP meeting with the City 	
XIII.	NEW BUSINESS	8:57 PM
XIV.	EXECUTIVE SESSION (see Executive Session agenda)	8:58 PM
	<i>Not applicable for this meeting</i>	
XVI:	ADJOURN	9:00 PM

DRAFT

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Prepared by: Steve Philbin, M ed. CMCA®, PCAM®, General Manager & Angel Robles, CMCA®, AMS® - Asst. General Manager



**MEETING MINUTES
BOARD OF DIRECTORS MEETING
Tuesday, February 28, 2023, 7:00 P.M.**

NOTICE: This meeting was held in a hybrid format via Zoom and in person in the Henderson room.

BOARD MEMBERS PRESENT

Megan Christensen, Vice President
Joan Lampe, Treasurer
Brendan Hanlon, Director
Mindy Lyle, Secretary
Chris Moulder, Director
Andrew Hill, President (joined at 8:38 PM)

BOARD MEMBERS ABSENT

Chris Alex, Director

OTHERS PRESENT

Heather Graham, CMCA®, PCAM®, Executive Vice President of Community Association Management Professionals (CAMP)
Steve Philbin, M ed., CMCA®, ARM® PCAM®, General Manager
Angel Robles, CMCA®, AMS®, Assistant General Manager
Sasha Impastato, Civic Association
Takis Taousakis, Chair, FAC
Paula Caro, Member, ARC
Kathleen McCollum, Chair, CAC

CALL TO ORDER

Ms. Christensen called the meeting to order at 7:00 pm.

APPROVAL OF AGENDA

Motion: Ms. Lampe moved, and Ms. Lyle seconded the motion to **APPROVE** the agenda as presented. **The motion passed, 5/0.**

APPROVAL OF MINUTES

Motion: Mr. Hanlon moved, and Ms. Lampe seconded the motion to **APPROVE** January 31, 2023, meeting minutes with the following amendment: change Molder to Moulder. **The motion passed, 5/0.**

LT. LION – CITY OF ALEXANDRIA

Lt. Lion was unable to attend and, in his absence, submitted the following report:

“For the month of February, Cameron Station generated 52 total calls for service (CFS). 21% of those calls were parking and traffic-related, 12% were animal control CFS, and 10% were domestic issues. Notably, the community continues to be the target of thefts, especially in the parking garages and secure storage areas. Please remind the residents to contact APD if they see anything or anyone suspicious, specifically in the overnight or early morning hours. The community continues to be very safe, with no violent crime or continuous quality of life issues. In other news, APD has hired Easton McDonald as our Assistant Chief of Field Operations and we have started our move to geographic-based command. Captain Jerry Newcomb oversees the West End, and we should be starting to roll out some initiatives to address West End crime issues. We have 21 new police officers in Field Training and hope to have them all on solo patrol by mid-May. This will permit our Traffic Unit to return to full staffing so that full time and attention can be given to specific traffic-related issues.”

CAMERON STATION CIVIC ASSOCIATION

Mr. Impastato reported: There will be an Advisory Committee meeting on April 13th and May 25th to discuss Duke Street in Motion, the Committee is recommending a bus lane on Duke Street. The Civic Association is opposed to it because it will be difficult for vehicles to turn and it will take away a driving lane. The city is also considering a separate bike/scooter lane and a walking sidewalk even if it means removing some green space, the Civic Association is in communication with the city on that proposal. The Committee was informed that Cameron Station Blvd is on schedule to be repaved and the city will use the “complete street concept”.

HOMEOWNER'S FORUM

Topics discussed were:

Mr. Greg Hillson stated Bates’s issue is incomprehensible, the Association should get clarity on what they are proposing, if it is a price increase then currently CSCA has a valid contract with them that the Board should enforce. Suggested the Board review this with the association’s legal counsel and force Bates to adhere and comply with the contract as written.

TREASURER’S REPORT

Ms. Lampe delivered the following report:

- Ahead of expenses.
- Did not spend more than budgeted on snow removal.
- The landscape budget does not reflect the spring flower plantings.
- YTD there is a favorable variance of \$34,000.
- Total cash and investments 1.3 million.

COMMITTEE REPORTS

1. Financial Advisory Committee

Mr. Takis reported that since Forbright does not do ACH transactions and you must go to the bank in person the Committee is recommending the investments with Forbright be moved to Morgan Stanley.

2. Architectural Review Committee

Ms. Caro stated the Committee reviewed five applications and are preparing for the 2023 season.

3. Activities and Events Committee

Mr. Moulder reported that the Committee has two new members for the Boards appointment and that will make them a committee of seven members. The next events will be trivia night and the egg hunt.

4. Communications Committee

Ms. Christensen reported the Committee met to approve voting on updating the logo design, the Committee will also be reviewing the color options; March/April edition of the newsletter is on schedule; welcomed eleven new members to the community; and the Committee has one current open position.

5. Facilities Committee

Mr. Hanlon reported that there are two policies in the Board packet that the Committee has reviewed and recommended approval of; approval of a new Committee member; the Committee reviewed with ProFit the five-year capital plan; and ProFit will offer a new boxing technique class.

6. Common Area Committee

Ms. McCollom reported that they have an application for a new member they will review; several areas in the community have become muddy and they are looking at those areas for recommendations for repairs; the city trimmed the trees along Cameron Station Blvd.

MATTERS FOR BOARD DECISION:

A. A&E New Member Application

Motion: Ms. Lyle moved, and Mr. Moulder seconded the motion to **APPROVE** the appointment of Pamela Opiela and Joy Burwell to the A&E Committee. **The motion passed, 5/0.**

B. CCFC New Member Applications

Motion: Mr. Hanlon moved, and Ms. Lampe seconded the motion to **APPROVE** the appointment of Dan McPhillips to the CCFC Committee. **The motion passed, 5/0.**

C. FAC New Member Applications

Motion: Ms. Lampe moved, and Ms. Lyle seconded the motion to **APPROVE** the appointment of Sophia Lee to the FAC Committee. **The motion passed, 5/0.**

D. Amended A.R. No. 22-02-Investment Policy Motion

Motion: Ms. Lampe moved, and Mr. Hanlon seconded the motion to **APPROVE** the recommended changes in the Amended Administrative Resolution No. 22-02 – Investment Policy. **Following discussion, the motion passed unanimously, 5/0.**

E. Amended P.R. No. 23-01 – Cameron Club Operating Rules and Procedures

Motion: Mr. Hanlon moved, and Ms. Lampe seconded the motion to **APPROVE** the recommended changes in the Amended Policy Resolution No. 23-01 – Cameron Club Operating Rules and Procedures. **Following discussion, an amended motion was made:**

Amended Motion: Mr. Hanlon moved and Mr. Moulder seconded the motion to **APPROVE** the recommended changes in the Amended Policy Resolution No. 23-01 – Cameron Club Operating Rules and Procedures to include language in the policy referencing the operating hours of the swim lessons. **The amended motion passed unanimously, 5/0.**

F. Amended P.R. No. 23-02 – Access to Recreational Facilities

Motion: Mr. Hanlon moved, and Ms. Lampe seconded the motion to **APPROVE** the recommended changes in the Amended Policy Resolution No. 23-02 – Access to Recreational Facilities and Shuttle Bus Service by Owners and Occupants of Non-Residential Units. **Following discussion, the motion passed unanimously, 5/0.**

G. Power Washing Proposals

Motion: Mr. Hanlon moved, and Ms. Lyle seconded the motion to **APPROVE** the power washing proposal from Eco Tech for the amount of \$7,196.34 to be expensed from Reserves. **Following discussion, the motion passed unanimously, 5/0.**

H. Insurance Renewal

Motion: Ms. Lampe moved, and Ms. Lyle seconded the motion to **APPROVE** the insurance proposal premium offered through Cascade Insurance Group to be expensed from the Insurance budget line. **Following discussion, the motion passed unanimously, 5/0.**

I. CSCA Logos

Motion: Ms. Lampe moved, and Mr. Hanlon seconded the motion to **APPROVE** the CSCA Logos based on the Communications Committee recommendation. **Following discussion, the motion passed unanimously, 5/0.**

MATTERS FOR BOARD DISCUSSION:

None.

MATTERS FOR BOARD INFORMATION:

1. Management Report

- Action Item list
Included in the Board packet for review.
- Summer 2023 Asphalt
Mr. Philbin reported he has the first set of the plans from the engineer; the first Ad Hoc Meeting will meet this coming Thursday, March 2nd; the goal is to get paving done between June 2023-June 2024, the city is looking to have Cameron Station Blvd paving done by June.
- Reserve Study Update
Mr. Philbin stated the reserve study will be started soon and hopes to have the draft completed by June.
- Bates Increase Update
Ms. Graham stated she is waiting for a formal written response from Bates; suggested a flat fee/half of the requested fuel surcharge.
- Painting of Clubhouse
The painting of the Clubhouse was budgeted in the reserve study and prep work for that will start soon.
- Watershed Cleanup Event – April 22, 2023 (Earth Day)
Mr. Robles proposed a clean-up of the watershed in Brenman Park and Linear Park, has been in contact with the city about the clean-up and Camp will be sponsoring the event.

NEW BUSINESS:

Motion: Ms. Lampe moved, and Ms. Lyle seconded the motion to **APPROVE** closing the investment accounts with Forbright Bank and move all monies to Morgan Stanley effective immediately. **The motion passed, 5/0.**

Motion: Mr. Hanlon moved, and Ms. Lyle seconded the motion to **APPROVE** not to exceed the budget of \$500 for the watershed clean-up event. **The motion passed, 5/0.**

EXECUTIVE SESSION:

Motion: Ms. Lyle moved, and Ms. Lampe seconded the motion to move into an executive session for the purposes of discussing legal's recommendations. **The motion passed unanimously, 5/0, and the meeting was convened into executive session at 8:38 pm.**

Change of Attendance

Mr. Hill arrived at 8:38 pm.

Motion: Ms. Lyle moved, and Ms. Christensen seconded to exit the executive session. **The motion passed unanimously, 5/0, and the meeting was reconvened into an open session at 9:15 pm.**

Motion made in open session after Executive Session

Motion: Mr. Hanlon moved, and Ms. Lyle seconded the motion to **APPROVE** legal recommendation to waive the late fees for a total amount of \$175 for account XXX-8951 and waive administrative fees of \$50. **The motion passed, 6/0.**

ADJOURNMENT:

Motion: Ms. Christensen moved, and Ms. Lyle seconded the motion to adjourn the meeting. **The motion passed, 5/0, and the meeting was adjourned at 9:15 pm.**

Respectfully Submitted,
Minutes Services, LLC
Dolly Sharma
dolly@minutesservices.com

X

Mindy Lyle
Secretary

COMPLAINT FORM

CAMERON STATION COMMUNITY ASSOCIATION

[This form must be completed signed/dated on each page by the complainant]

Name of Complainant(s): Courtney Hillson

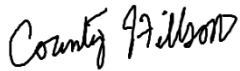
Cameron Station Address: 440 Ferdinand Day Dr.

Mailing Address: 8629 Fort Hunt Road, Alexandria, VA 22308

Phone: (Home) 757-450-1784 (Work) same

(Mobile) same (Email) courtneyhillson2@gmail.com

Preferred method of communication: email



Please describe the nature of your complaint:

FIRST COMPLAINT. On March 29, 2022, the HOA Board voted to go into executive session for, among other things, "the purpose of reviewing the legal counsel's advice on pending matters."

Section 55-510.1(C) of the VPOA states that the board of directors or any subcommittee or other committee thereof may convene in executive session to consider specific enumerated topics, and any motion to enter into executive session shall state specifically the purpose for the executive session, and reference to the motion and the stated purpose for the executive session shall be included in the minutes.

Although the VPOA allows the board and committees to enter into executive session to "consult with legal counsel," my understanding is that legal counsel was not present at – and did not otherwise participate in -- this Board meeting. Reviewing advice that counsel may have provided the Board *prior* to the meeting is not a permissible purpose for going into executive session.

The VPOA suggests that executive sessions should be exceedingly rare, tightly circumscribed, and limited to those circumstances that are explicitly enumerated in the VPOA and that clearly warrant excluding homeowners from observing board meetings and discussions concerning their own community and homes. Therefore, in my view, entering into executive session for "reviewing the legal counsel's advice" was a violation of the VPOA.

My Requests:

That the Association instruct the Board and all committees to hold any and all discussions in open session, unless the VPOA permits the topic to be discussed in executive session.

Thank you.

Date of Alleged Violation: March 29, 2022
Time of Alleged Violation: N/A
Location of Alleged Violation: N/A

Name and address of persons that are the subject of complaint:
Cameron Station Community Association

Please explain why any of the requested information was not provided, if necessary:

N/A

County 9711000

Please deliver your complaint via United States Postal Service Mail, hand-delivery, electronic mail or facsimile to the Association using the following information:

Cameron Station Community Association, Inc.
c/o Management Office
200 Cameron Station Blvd.
Alexandria, VA 22304
Facsimile: (703) 567-4883
Phone Number: (703) 567-4881
residents@cameronstation.org

Be advised, the Association may elect not to take action on any complaint which does not conform to the above-referenced delivery requirements or include the requested information on this form.

Upon receipt of your complete, written complaint, the Association will begin investigation of your complaint. The Association will maintain a record of your complaint for one year from the date upon which it takes action to resolve your complaint.

Please do not contact the Association's management or Board of Directors via telephone to submit or check the status of your complaint.

Instead, you may contact the Association in writing via United States Postal Service mail, hand-delivery, electronic mail or facsimile, using the above-referenced contact information.

Please note, the Office of the Common Interest Community Ombudsman ("Office"), is a governmental body, which may assist you in using the complaint procedures set forth in the Association's governing documents, as well as the Virginia Property Owners' Association Act. In accordance with the Common Interest Community Board's ("CIC Board") rules and procedures and Va Code § 55-530, you may give notice to the CIC Board of any final adverse decision which your Association may make regarding your complaint. For more information or to submit a complaint to the Common Interest Community Ombudsman, please contact the Office of the Common Interest Community Ombudsman at:

Cynthia Schrier
Department of Professional and Occupational Regulation
9960 Mayland Drive Suite 400
Richmond, Virginia 23233-1463
Office – 804-367-2941
Email cynthiaschrier@dpor.virginia.gov

☒ Please check this box to reflect your online signature and consent for the Cameron Station Community Association to utilize the form and all information reflected herein in furtherance of the fulfillment of its rights and obligations created by the Association's governing documents and Virginia Law.

DATE: 1/11/23

Courtney Gilliland

To be completed by Association representative only

Received by: _____

Title: _____

Date: _____



1900 Gallows Road, Suite 700
Tysons Corner, VA 22182-2706
(703) 790-1911

FOUNDERS

Joel M. Birken
Jonathan J. Broome, Jr.
James M. Rees (1941-1986)

Todd A. Sinkins
Shareholder
Admitted: VA, DC

tsinkins@reesbroome.com

February 17, 2023

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED,
FIRST CLASS MAIL,
AND EMAIL: courtneyhillson2@gmail.com

Mrs. Courtney Hillson
8629 Fort Hunt Road
Alexandria, VA 22308

Re: Cameron Station Community Association, Inc.
Notice of Result of Investigation and Hearing

Dear Mrs. Hillson:

This letter constitutes the Association's response to your complaint dated January 11, 2023 that the Board of Directors impermissibly met in executive session on March 29, 2022 for the purpose of reviewing and considering advice provided by counsel that is otherwise subject to the attorney-client privilege. Specifically, while your statutory reference is incorrect, you appear to be contending that Section 55.1-1816(C) of the Virginia Code mandates that the Association discuss such advice in open session, notwithstanding the fact that by doing so, the Board would waive the attorney-client privilege associated with such legal advice.

As required by applicable regulations and that Association's Complaint Policy, you are entitled to a hearing before the Board to determine whether it violated the Code when it considered advice of counsel in executive session. Such hearing shall be scheduled for the Board meeting to be held on March 28, 2023. The meeting is anticipated to be held in person and also remotely. You may attend either in person or virtually. At that time, you will be afforded an opportunity to present your case that the Association impermissibly met in executive session. If you fail to attend the hearing, the hearing will be conducted in your absence.

The Board notes that your complaint is verbatim identical to Complaint number 1 contained within the Complaint Form submitted by your husband on May 10, 2022. As you may know, the Association's Board held a hearing on your client's Complaint, found against him, and issued a notice of adverse decision to him on the facts contained in your Complaint.



Mrs. Courtney Hillson
February 17, 2023
Page 2

If you would like to attend the hearing virtually, you can connect to the meeting as follows:

Link: <https://zoom.us/j/97385179058?pwd=TUg1VlIvM011VStJS2k5b3NEL0lRUT09>
Meeting Number (access code): 973 8517 9058
Meeting Password: 319862
Join by phone: 301-715-8592 US (Washington DC)

The Board looks forward to seeing you.

Sincerely,

REES BROOME, PC.

By: 
Todd A. Sinkins

cc: Board of Directors
Steven Philbin, General Manager

Cameron Station Community Association
Financial Advisory Committee Meeting
February 27, 2023
FAC ZOOM Meeting
Meeting ID 9296235196 Passcode 007612

MEETING MINUTES

I. Call to Order

- a. The meeting was called to order at 7:10 pm.
- b. Members Present; Chairman Takis Taousakis, Bill Blumberg, Wendell Anderson, Fred Blum. Jodi Wittlin and Mike Whanslaw were absent.
- c. Others Present: Joan Lampe, Board Treasurer and Board Liaison, Steve Philbin Community Manager and Bill Boos, Financial Manager, both from CAMP.
- d. The meeting was conducted via a ZOOM .

II. Approval of Agenda

The agenda was approved unanimously.

III. Approval of Previous Month's Minutes

The January 30, 2023, minutes were approved unanimously.

IV. Resident Open Forum

There were no residents present.

V, FAC Candidate Sophia Lee

Sophia Lee is a prospective FAC member, and as is our custom is invited to attend a meeting before deciding to go ahead with the membership process. The Chair introduced both committee members and CAMP staff. Sophia introduced herself and discussed her interest in the community including green, sustainable initiatives. Takis mentioned the reserve study, which could address some of these issues. She is an accounting student.

VI. Review of Financial Results

- a. January 31, 2023, Financial Statements & Variance Reports

The new variance report format makes it easier to follow. The reporting threshold was explained to Sophia. Only a few items were reviewed.

There were only a few variance report items in January. Operating expenses were well under budget by over \$36,000. The biggest contributor was no snow removable expense, budgeted at \$15,000. Flower rotation, budgeted at \$3,500, will start in May.

The newsletter expense will move to March. These were followed by many other smaller items that were also under budget.

Sophia noted that Room Rental income is shown in two places, this will be corrected.

Receivables continue to be in good shape, well below industry standards. Late payments continue to follow the quarterly pattern of being high in the first month of a quarter. All condos are on ACH quarterly payments.

Both reserve and operating interest income were not reported due to accrual timing issues of when we get information on our accounts. Management will speed up access to the account statements, which will improve reporting accuracy.

Both Legal Reimbursements and Late Fees were above budget.

Extensive discussion of the balance sheet and funds movement lead by the Chair. CAMP recommends transferring the Forbight accounts to Morgan Stanley, as discussed in prior months. Forbight continues to be difficult to work with on funds transfers. This transfer will also simplify the balance sheet.

Another balance sheet item discussed was the capital improvement accounts, which should be closed after consolidating this account into the reserves.

The \$25,000 check for the insurance claim on the Duke Street entrance sign should arrive shortly.

The Transportation Management Plan (TMP) will be slowly used up, eventually closing out this line on the balance sheet.

The Chair noted that January was a good month financially.

b. Cameron Station Committee Spending & Committed Funds

The Chair noted that the committees continue to show good financial discipline.

Fire hydrants are a new item for the reserve study and part of the CAC expenses. We spent \$6,339 on a new hydrant on a community owned street and therefore the city denied any responsibility for that expense.

Bench slats will be repaired over time.

Bill Blumberg noted that irrigation system improvement expenses can be fragmented and we will do more supply line upgrades as part of the Phase 2 paving. This will also conserve reserve funds cash.

c. Reserve Fund Investment Morgan Stanley & Congressional (Forbright)

Newer CD's carry higher interest rates reflecting the current economic situation and the inverted yield curve.

Overall reserve project spending is expected to be approximately \$800,000 for 2023.

The balance sheet was also discussed in the January financial results. The Chair noted Morgan Stanley has two chartered FDIC insured banks, which helps us. We can use both banks with full FDIC coverage, making it easier to manage our funds by consolidating everything with Morgan Stanley. This consolidation was recommended by CAMP.

d. Review of the CIRA accounting database. We briefly discussed the pie charts to introduce them to Sophia Lee. We did discuss ACH participation rates. Overall, there was no significant change.

VI. Old Business

- a. Review of 2023 Reserve Project Spreadsheet. Most items were discussed above as part of the overall January financial and committee spending review. We discussed the paving project timing in relation to the city's 2024 schedule due to start in July 2023 and includes Cameron Station Blvd. Other city owned Cameron Station streets are not on the list.

VII. New Business

- a. Finalize Update of Investment Policy to recommend to BOD. The FAC voted to approve after discussion of who has the ultimate responsibility, which is the BOD and Treasurer. Related to this we discussed Director's & Officers (D&O) insurance liability. This coverage also applies to the various HOA committees.
- b. Discussion on moving liquid cash from Forbright to Morgan Stanley Preferred, Savings and CD Ladders. This was covered above.
- c. Decision on Sophia Lee. We voted unanimously to send her nomination for FAC membership to the BOD for approval.

VIII. Meeting Adjournment

Meeting was adjourned at 8:37 pm.

DRAFT

**CAMERON STATION COMMUNITY ASSOCIATION, INC.
ARCHITECTURAL REVIEW COMMITTEE
Tuesday March 7th, 2023**

The regularly scheduled monthly meeting of the Architectural Review Committee (ARC) was held on Tuesday March 7th, 2023. The meeting was called to order at 7:01 p.m. by ARC Chair Stephen Pearson with a quorum present. The meeting was conducted via Zoom in accordance with Administrative Resolution No. 2022-15 (Amended): ARC Charter.

ARC MEMBERS IN ATTENDANCE VIA ZOOM

Stephen Pearson – ARC Chair
Paula Caro – ARC Vice Chair
Sharon Wilkinson – ARC Member
Brian Sundin – ARC Member
Tom Linton – ARC Member

MEMBERS ABSENT

Trena Raines – ARC Member
Mara Francis – ARC Member

CHANGE OF ATTENDANCE

Sharon Wilkinson joined at 7:09 PM

OTHERS IN ATTENDANCE VIA ZOOM

Cameron Station Residents
Brandon Throckmorton, On-Site Covenants Administrator
Chris Alex, Board liaison

APPROVE AGENDA

MOVE TO: “Approve the agenda as with the addition of 466 Ferdinand Day Drive (Roof) and 5233 Bessley Drive (Windows)”

Moved By: Brian Sundin
Seconded By: Tom Linton
For: All

Against: None

Absent: Trena Raines, Mara Francis, Sharon Wilkinson

MOTION PASSED

HOMEOWNERS OPEN FORUM

DRAFT

This portion of the meeting is set aside for any Cameron Station residents that would like to make a statement to the committee but have not submitted exterior modification applications for review this month. No comments were made at this forum.

REVIEW OF EXTERIOR MODIFICATION APPLICATIONS

Address	Proposed Modification	ARC Action / Vote
120 Martin Ln	Window Replacement	Approved as submitted. Moved By: Paula Caro Seconded By: Tom Linton For: All Against: None Absent: Trena Raines, Mara Francis Abstain: None MOTION PASSED
250 Medlock Ln	Exterior Light Fixture Replacement	Approved as submitted. Moved By: Tom Linton Seconded By: Brian Sundin For: All Against: None Absent: Trena Raines, Mara Francis Abstain: None MOTION PASSED
387 Livermore Ln	Window Replacement	Approved as submitted. Moved By: Paula Caro Seconded By: Sharon Wilkinson For: All Against: None Absent: Trena Raines, Mara Francis Abstain: None MOTION PASSED
5233 Bessley Pl	Tree Removal	Approved as submitted. Moved By: Brian Sundin Seconded By: Sharon Wilkinson For: All Against: None Absent: Trena Raines, Mara Francis Abstain: None MOTION PASSED
5260 Bessley Pl	Roof Replacement	Approved as submitted. Moved By: Brian Sundin Seconded By: Sharon Wilkinson For: All Against: None Absent: Trena Raines, Mara Francis Abstain: None

DRAFT

		MOTION PASSED
466 Ferdinand Day Drive	Roof Replacement	Approved as submitted. Moved By: Tom Linton Seconded By: Brian Sundin For: All Against: None Absent: Trena Raines, Mara Francis Abstain: None MOTION PASSED
5233 Bessley Pl	Window Replacement	Approved with the stipulation that the new windows' grid pattern and color match the existing windows. Moved By: Tom Linton Seconded By: Sharon Wilkinson For: All Against: None Absent: Trena Raines, Mara Francis Abstain: None MOTION PASSED

MOVE TO: "I move to Ratify the applications for 529 Cameron Station Blvd – Roof Replacement (Approved) that was voted on electronically during the month of February."

Moved By: Paula Caro

Seconded By: Sharon Wilkinson

For: All

Against: None

Absent: Trena Raines, Mara Francis

Abstain: None

MOTION PASSED

APPROVAL OF ARC MEETING MINUTES

MOVE TO: "Approve the ARC Meeting Minutes from the 7 February 2023 meeting as submitted."

Moved By: Sharon Wilkinson

Seconded By: Paula Caro

For: All

Against: None

Absent: Trena Raines, Mara Francis

Abstain: Tom Linton

MOTION PASSED

BOARD MEETING REPORT

The monthly Board of Directors meeting was held on February 28th. Vice Chair Paula Caro represented the ARC at the meeting and presented an overview of recent ARC activities. There were no other issues at the Board meeting that concerned the ARC.

COVENANTS REPORT

- **Annual Comprehensive Inspection Update:** The On-Site Covenants Administrator continued their planning for 2023 comprehensive inspections and is expected to begin inspections sometime in March. In a departure from last year's inspection schedule, the On-site Covenants Administrator won't be inspecting each phase in numerical order.
- **Completed Resale Inspections:** Management completed 5 resale inspections during the month of February.
- **Towing Report:** There were 4 vehicles towed during the month of February. Management is beginning to see repeat offenders and is maintaining a tracking spreadsheet to monitor these repeat offenders. Management has flagged 9 repeat offender vehicles for immediate towing.
- **Violations Issued and Abatements:** In February, Management issued 4 violations with most of these consisting of resident complaints. Management continues to see residents parking in the street during evening after business hours and will be working with B&B security to document these issues.
- **HVAC Relocation Study:** In response to the appeal by 311 Lannon Ct. of their denial to place a second HVAC compressor on the side of their house, Management conducted an audit of their files and the community to determine the history of ARC approvals or denials of requests to move HVAC equipment to the sides of townhomes. 3 applications for the movement of a single HVAC unit were approved in 2011, 2017, and 2019, two homes had HVAC units on their sides when originally constructed, no information could be found on one home, and one home has a pending application before the ARC. There are no homes in Cameron Station where two compressors have been moved with ARC or Board approval.
- **Trim Colors:** The Covenants Administrator has obtained a variety of sample trim colors and will be construction a revised approved colors document for ARC approval at the April meeting.

MOVE TO: "Adjourn the Meeting at 8:31 p.m."

Moved By: Sharon Wilkinson

Seconded By: Paula Caro

For: All

Against: None

Absent: Trena Raines, Mara Francis

Abstain: None

MOTION PASSED

Minutes prepared by Stephen Pearson, ARC Chair.

MINUTES
CAMERON STATION COMMUNITY ASSOCIATION
ACTIVITIES AND EVENTS MEETING
March 1, 2023

This meeting was held by hybrid electronic communication means of virtual video conference and in the Cameron Station clubhouse Henderson Room.

COMMITTEE MEMBERS PRESENT:

Andrew Yang - Chair
Christina Damhuis – Committee Member
Pam Opiela – Committee Member

COMMITTEE MEMBERS ABSENT:

Jen Hurst – Committee Member
Joy Burwell – Committee Member

ALSO PRESENT: Chris Mulder – Board Liaison, Sarah Turkaly – new member

I. CALL TO ORDER

Motion: The meeting is called to order at 7:35 p.m.

II. APPROVAL OF MINUTES

Motion: Andy _____ **MOVED** and Christina ____ **SECONDED** to approve the 2/1 meeting minutes as submitted {/or with the following changes}: month/date

III. ITEMS FOR RECOMMENDATION:

{The Committee reviewed the information and raised the following questions:}

1. Approved Sarah Turkaly
2. Emergency Preparedness Presentation (Weds, Feb 8)
 - a. Six people attended, two people asked for presentation materials, but didn't follow up
 - b. Perhaps save for 2024 event, need incentives for people to show

IV. NEW BUSINESS

1. Trivia Night (Friday, March 17, 7-9 pm, \$500 total budget)
 - a. Christina ordered the Beer/Wine
 - b. Christina generated answer sheets and adjusted slides for answers after each round
 - c. Andy will generate flyer and signup genius, green tablecloths if possible
 - d. Jen will order food (\$175), gift cards (\$175)
2. Egg Hunt (Saturday, April 8, 10-11? am)
 - a. Same format as last year, 10 (0-2), 10:20 (3-5), 10:40 (6+), large bonus egg
 - b. Christina inquired about live bunny petting
 - c. Andy will ask Mindy Lyle about Spring Bunny
 - d. Andy will purchase large bonus eggs, 1000 plastic eggs, candy
 - e. Christina will research options for filling large bonus eggs (\$50)
 - f. Hot Chocolate, Coffee, Donuts, like last year

MINUTES
CAMERON STATION COMMUNITY ASSOCIATION
ACTIVITIES AND EVENTS MEETING
March 1, 2023

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V. ADJOURNMENT

Motion: Andy_____ **MOVED** and Christina_____ **SECONDED** to adjourn the meeting at 8:16 pm. The motion passed unanimously and the meeting was adjourned.
Respectfully Submitted,
Andrew Yang, Committee Chair

MINUTES
CAMERON STATION COMMUNITY ASSOCIATION
COMMUNICATIONS COMMITTEE MEETING
March 1, 2023

The meeting was conducted by Zoom as it was the Committee preference to continue to use Zoom, rather than in-person meetings, because of ongoing COVID concerns.

COMMITTEE MEMBERS PRESENT:

Tricia Hemel – Chair
Susan Klejst
Gwen Toops
Lenore Marema

COMMITTEE MEMBERS ABSENT:

Gen Harrison-Doss
Jenny Patenaude
Linda Taousakis

ALSO PRESENT:

Megan Christensen – Board Liaison
Juana Michel – CAMP
Trena Raines – Photography Sub-committee Member

CALL TO ORDER

Tricia Hemel called the meeting to order at 7:09pm. A quorum was present.

I. APPROVAL OF AGENDA

On a Motion, Moved and Seconded, the agenda was approved.

II. APPROVAL OF MINUTES

On a Motion, Moved and Seconded, the minutes from the Committee's February 8, 2023, meeting were approved.

III. RESIDENT OPEN FORUM

No residents attended the meeting.

IV. ITEMS FOR RECOMMENDATION/APPROVAL

The Committee reviewed the color palette options proposed by LMK for the community branding colors. The committee narrowed down the choices to Option #5 from the March 1, 2023, meeting packet or a combination of colors from Options #1, #3 and #5. The Committee will ask LMK to create a sample webpage using the color options, which the Committee will review at the April 2023 meeting to determine which palette will be recommended to the Board.

MATTERS FOR COMMITTEE INFORMATION

Management Report: Juana Michel reported that the staff is working on the transfer to a new system to access the fitness center, shuttle bus, and other Cameron Station amenities. When the transfer is complete, CAMP will notify residents in the e-blast.

Board Update: Megan Christensen reported that the Board approved the Committee's logo recommendations from the February 2023 meeting.

MINUTES
CAMERON STATION COMMUNITY ASSOCIATION
COMMUNICATIONS COMMITTEE MEETING
March 1, 2023

Committee Business

Tricia Hemel reported that Jenny Patenaude is moving, and we will be seeking a new member of the Committee.

Newsletter Subcommittee: Tricia Hemel reported that the next newsletter is scheduled to be published on March 10.

E-blast: Tricia Hemel asked that Management include the date of the Spring Yard Sale (April 29, 2023) in the upcoming e-blast.

Welcome Subcommittee: Susan Klejst reported that there were 14 new residents last month, and assignments will be made to contact them.

Social Media: Nothing to report.

Website: Gwen Toops reported that LMK's work on our website is progressing with the new colors and logos added.

Photography Subcommittee: Nothing to report.

Marketing & Public Relations Subcommittee: Lenore Marema reported that she has prepared the article on food trends for 2023. The newsletter will publish the article first, and then Lenore Marema will submit the article to local newspapers for publication.

Bulletins & Signage: Nothing to report.

Budget: Tricia Hemel reported that the 2023 Committee budget was on track.

OLD BUSINESS

The Committee has a goal to complete the SOP manual in 2023.

NEW BUSINESS

Next Board Meeting: March 28, 2023. Tricia Hemel will attend.

Next Committee Meeting: April 12, 2023.

V. ADJOURNMENT

Tricia Hemel adjourned the meeting at 7:41 pm

Respectfully Submitted,
Lenore Marema

DRAFT MEETING MINUTES
CAMERON CLUB FACILITIES COMMITTEE (CCFC) MEETING
Thursday, March 9, 2023

The following individuals attended the meeting:

Ray Celeste, CCFC Chair
Dan Ogg, CCFC Vice Chair (via Zoom)
Tim Regan, CCFC Member (via Zoom)
Dan McPhillips, CCFC Member (via Zoom)
Brendon Hanlon, CCFC Board Liaison (via Zoom)
Rich Mandley, President ProFIT (via Zoom)
Jill Bakner, ProFIT (via Zoom)
Steve Philbin, Community Manager, CAMP (via Zoom)
Angel Robles, Assistant Community Manager, CAMP (via Zoom)

The following CCFC member was absent:
Tim Conduis, CCFC Secretary

The following Cameron Station Residents were present:
Marty Menez
Susan Smith
Dalton Smith
Saleena Sira
The Lagarile Family (via Zoom)
Jennifer Hurst (via Zoom)

I. Call to Order/Establish Quorum

The Cameron Club Facilities Committee (CCFC) meeting was called to order by Ray Celeste at 7:05 p.m.

II. Approval of Agenda

Tim Regan made a motion to approve the agenda as written the motion was seconded by Dan Ogg and it passed unanimously.

III. Approval of Minutes

Dan Ogg made a motion to approve the February 9, 2023, minutes as written. The motion was seconded by Tim Regan and it passed unanimously.

IV. Homeowners' Open Forum

Marty Menez spoke initially on recommending the Committee consider purchasing an additional rowing machine as his experience has been this machine is used quite often and there is a wait for it when he is in the fitness center. Additionally, he made recommendations on the color scheme for the fitness center. He recommends the Committee consider bright vibrant colors such as bright blue, bright red,

and/or bright green. He believes these colors are motivating ones to residents who are working out.

Susan Smith spoke on swim lessons. She is a qualified swim instructor and gave lessons last season at the Cameron pool. She requested the Committee mirror the requirements for swim instructors to the requirements for the personal trainers. She also recommended the Committee seek the services of the swim lesson teaching company AquaMobile. Susan Smith also spoke about the water temperature for the pool must be sufficiently warm for children's swim instruction.

Saleena Sira gave a detailed recommendation on swim instruction. "In terms of specific hours of swim instruction, we acknowledge that certain times during the summer can be very busy, and it may not be practical to conduct swim lessons during those times. Our suggestion is that the HOA allow swim lessons on Mondays through Thursdays all day, Fridays before 5 PM, and on Sundays after 5 PM, excluding federal holidays. Additionally, we propose that the lifeguards monitor the pool's capacity, and once it reaches 75%, the swim lessons will be discontinued until the pool is under 75% capacity. This will address the HOA's concern about overcrowding and provide community members with more options for swim lessons.

We kindly request that the HOA maintains its decision to allow swim lessons unless there are unforeseen and emergency circumstances. As parents, we understand the importance of consistency for our children's safety and wellbeing. It can be difficult to schedule outside swim lessons, manage a completely different schedule, and disappoint our children when changes occur suddenly, as was the case last summer. We appreciate your efforts in finding a solution that benefits everyone involved."

A Lagarile family member mentioned they took swim lessons last summer from Susan Smith and that the Committee work towards a solution.

Jennifer Hurst also emphasized the Committee work toward a solution and also consider using AquaMobile.

V. ProFIT Report

- A. ProFIT February 2023 Report:** Jill Bakner presented on behalf of ProFIT. Usage in February was lower in than January (3,938 versus 4,533). The most attended class was Total Body weights. There was an increase in 6 out of 10 classes. The Matrix Virtual Trainer (bicycle) has arrived and is in use. The one remaining Peloton bicycle will stay on the floor for the time being, but its handlebars cannot be adjusted upwards from the lowest setting.

VI. Matters for Committee Decision

- A. Ratify Email vote - Amendment P.R. No. 23-01 Cameron Club Operating Rules and Procedures – Motion 2023-0301:** CAMP presented a motion to ratify the unanimous email vote on the change to the Cameron Club Operating Rules and Procedures. Motion: "Swimming lessons are only to be provided by a pool management company who holds the proper credentials and insurance. If the

current pool management company is not able to provide swimming instruction, residents in need of these services as well as private swimming instructors must work with and be approved by management and/or the Board of Directors to ensure proper documents, credentials, and insurance requirements are in place.” *Dan Ogg made the motion and Tim Regan seconded the motion and it was approved unanimously.*

- B. Fitness Center Paint Color Choice.** Motion: “To approved the color Pencil Sketch as accent walls on the north and south ends of the room, Classic Silver in the east and west walls around the windows, and paint the trim around the windows and base a white semi-gloss as well as ceiling white on the ceiling to be expensed from Reserves.” *Dan Ogg made the motion and Tim Regan seconded and it was approved unanimously.*
- C. Cameron Club Painting Contractor Motion 2023-0303:** CAMP presented a proposal with four bids to paint the entire Clubhouse as the Reserve Study calls for it as it has not been done since 2012. *Tim Regan moved to approve the bid from CertaPro for the upgraded paint in the amount of \$26,737 to be expensed from Reserve funds. The motion was seconded by Dan McPhillips and passed unanimously.*

VII. Matters for Committee Discussion

- A. Reserve Study Updates for CCFC:** The CCFC will hold a special meeting with CAMP to thoroughly examine the section of the reserve study that applies to the CCFC’s fitness center equipment purchases within the next two weeks. A spreadsheet will be developed with the fitness equipment on it; the age of the equipment, and when it should be replaced.
- B. Matrix Stability Step:** CAMP presented two new quotes for stability steps for the fitness center. After further discussion, the CCFC asked Jill Bakner of ProFIT to obtain additional quotes for fitness steps and plyo boxes (for box jumps).
- C. Historical Items:** The disposition of Cameron Station historical items donated by a resident will be discussed when CAMP and the CCFC meet later in March.
- D. Scheduled hours for swimming lessons:** CAMP mentioned they are still waiting to see if American Pool can perform lessons. They contacted at least 10 companies last pool season after they learned American Pool could not perform swim lessons. Additionally, AquaMobile was contacted and was also not available. In April’s CCFC meeting the CCFC will take a wholistic look at how swimming lessons can be provided. CAMP mentioned they think a swim lesson reservation system will have to be developed in order for them to properly manage the swim lesson program for the community. CAMP is also waiting for feedback from their other property managers on how they manage swim lessons.
- E. Peloton Bike Status:** We have one Peloton bike that is nonoperational and has been removed from the fitness center floor. Peloton has been unable to support the maintenance of its bikes. We have one remaining that we will continue to use until it breaks. ProFIT has been working with Heartline to see if they can repair the Pelotons, but with no success thus far.

VIII. Management Report

- A. Board Update:** The board approved Dan McPhillip's application to the CCFC. The two policy recommendations the CCFC made to the board were approved. The board was briefed that there has been an uptick in crime in Alexandria, but not within Cameron Station.
- B. Access System – Update:** CAMP management provided an update on the badging/security upgrade. Preparations for transitioning to the new system are ongoing. Residents will have to re-register their vehicles as well as that information cannot be transferred from the old SETEC system. CAMP will have a conference with FORCE, the contractor for the new access system. CAMP will be hiring a temporary employee to help with the registration process.
- C. Action Item List/Pending Tasks:** CCFC members who note pending maintenance items will send them weekly to the Chair of the CCFC who will submit a consolidated list to CAMP for action. The planters have been purchased and will be installed soon.
- D. Financial Committed Funds:** The CCFC Fiscal Year 2023 Operating Budget is in the "green".

IX. New Business

The next meeting will be on April 13 at 7pm.

X. Adjournment

Tim Regan made a motion that the Committee adjourn the meeting at 9:29 pm. The motion was seconded by Dan McPhillips and approved unanimously.



Cameron Club Monthly Report

February 2023

Attendance and Usage

February – 3,938

- Average usage per day- 140

January – 4,533

- Average use per day- 146

Facility & Operations

Group Exercise Class Program

- The most attended class for this month was Total Body Weights. We had an increase in attendance, 6 out of 10 classes.

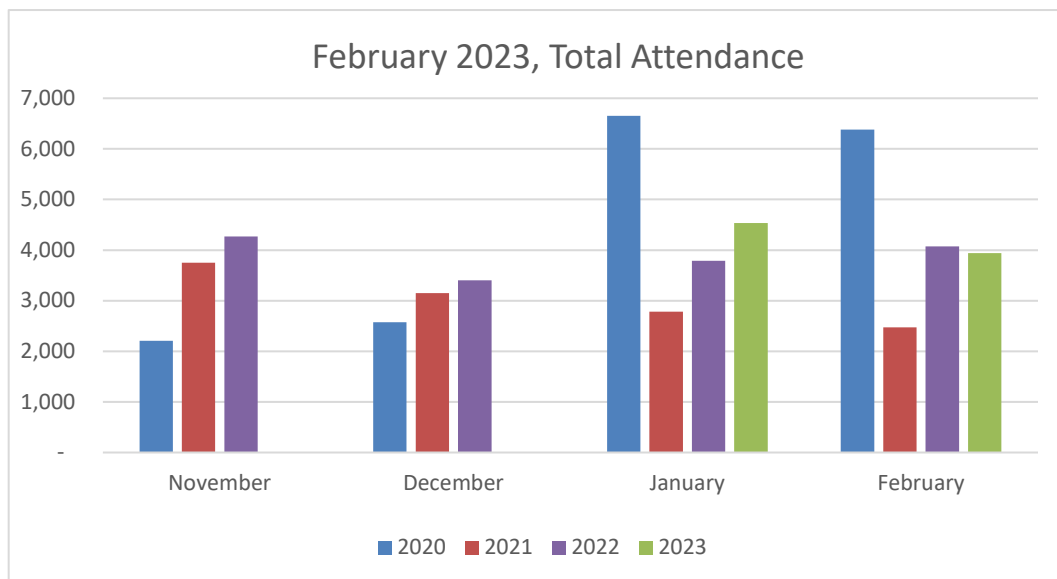
Exercise and Facilities Equipment

We may have completed a series of repairs. We are still working to bring all equipment up to spec. We have been experiencing major difficulties with Peloton as a company over the past year. Due to the lack of service with getting the necessary repairs we have decided to remove the Peloton bikes off the fitness floor. We have gone with the Matrix Virtual Trainer, which offers a very similar experience. We are expecting it to arrive March 8th.

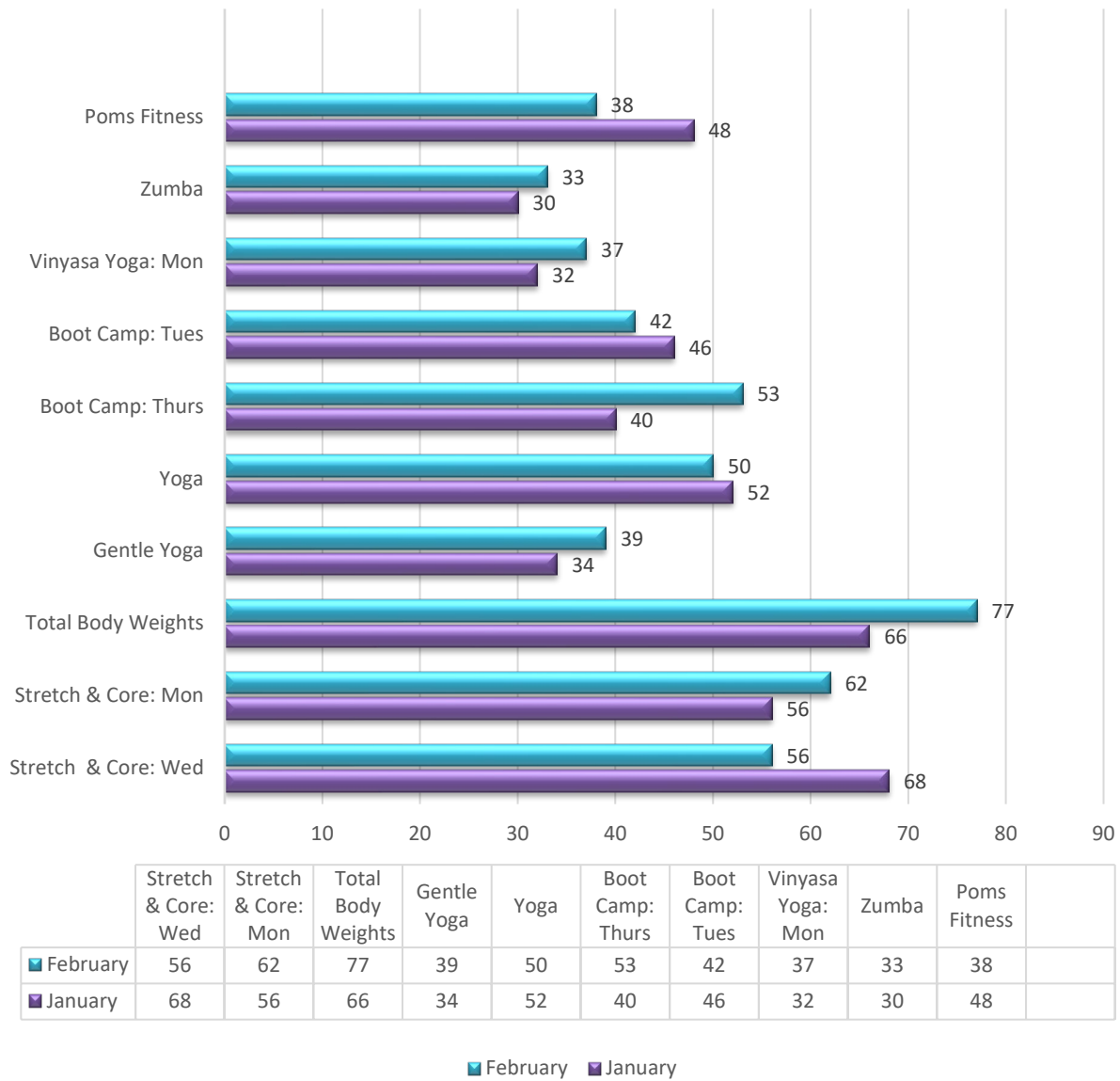
Programming

- Workshops: Boxing, Body Frame (pain management), self-defense, Nutrition, are some of the areas we wanted to focus on over the next 3 months. We are also looking into having a CPR certification class for those who would like to get certified. The CPR certification will be by signup only. Slots will be limited so it will be on a first come first serve basis.

Graphs



Class Attendance January 2023/February 2023



MEETING MINUTES
CAMERON STATION COMMUNITY ASSOCIATION, INC.
COMMON AREA COMMITTEE (CAC)

Monday, March 13, 2023

The meeting was called to order at 7:02 p.m. by Kathy McCollom, CAC Chair, with all attendees participating through Zoom.

Members present: Don Williams, Jeff Gathers, Sarah Markel, and Martha Romans

Members not present: Patrick Kairouz

Others in Attendance: Angel Robles, CAMP, Adrienne Zaleski, Lancaster Landscapes, and Justin Newsome, candidate for CAC membership

Motion to Approve the Agenda

Moved by Markel, seconded by Williams

For: All

Against: None

Motion passed.

Motion to Approve the Minutes from February 13, 2023

Moved by Williams, seconded by Gathers

For: All

Against: None

Motion passed.

HOMEOWNERS FORUM

No homeowners requested to speak.

BOARD UPDATE

Kathy McCollom reported that the Board approved the proposal from the CAC at their February meeting.

LANCASTER REPORT

Zaleski reported that spring mulching will begin April 1, overseeding of lawn areas will begin next week, and mowing will likely commence earlier this year due to a mild winter.

MATTERS FOR COMMITTEE RECOMMENDATION

Motion to approve the appointment of Mr. Justin Newsome to the CAC, Resolution 2023-0301.

Moved by Romans, seconded by Williams

For: all

Against: none

Motion passed.

Motion to approve the Lancaster Landscape_proposal # 31664 for \$1,250 to install trees in the common area between Carlton Place and Cameron Station Condominium to be expensed from Operating and Reserve Funds, Resolution 2023-0302.

Moved by Williams, second by Gathers

For: All

Against: None

Motion passed.

Motion to approve the Lancaster Landscape_proposal # 31665 for \$7,360 to install (8) Crape Myrtles at a bare common area along the fence line on Knapp Pl and the rear of Cameron Station Condominium to be expensed from Operating and Reserve Funds, Resolution 2023-0303.

Moved by Williams, seconded by Markel

For: All

Against: None

Motion passed.

Motion to APPROVE the Lancaster Landscape_proposal # 31703 for \$5,375 to restore the turf at the Martin Lane Pocket Park between the units 124-134 Martin Lane to be expensed from Operating Funds, Resolution 2023-0304.

This proposal represents the first of a three-part plan to upgrade the turf in this park. Residents have been notified of the plan and of the need to stay off the area until the grass is established.

Moved by Williams, seconded by Gathers

For: All

Against: None

Motion passed.

Motion to approve the Lancaster Landscape proposal # 31704 for \$2,660 to restore the turf at Brenman Park from Cameron Station Blvd to across building #4951 to be expensed from Operating Funds, Resolution 2023-0305.

This proposal covers the area closest to the gazebo and represents one-sixth of the length of the park.

Moved by Romans, seconded by Markel

For: All

Against: None

Motion passed.

Motion to approve the Lancaster Landscape proposal # 31706 for \$750 to extend the downspout from the backyard fence of 5233 Bessley and 5233 Tancreti to direct water away to the drain to be expensed from Operating Funds, Resolution 2023-0306.

Motion was tabled pending more information on whether this sets a precedent and is consistent with how other requests have been handled.

Motion to approve the Lancaster Landscape proposal # 31709 for \$950 to install (2) Camellias Red along Duke St to be expensed from Reserve Funds, Resolution 2023-0307.

Moved by Williams, seconded by Markel

For: All

Against: None

Motion passed.

Motion to approve the Lancaster Landscape proposal # 31666 for \$2,745 to prevent water ponding and erosion control to the walkway path to Home Depot behind 349-365 Livermore to be expensed from Operating Funds, Resolution 2023-0308.

Motion tabled pending more information on alternatives for correcting the problem.

MATTERS FOR COMMITTEE DISCUSSION

The committee discussed the need to address water ponding and erosion control on the walkway to Home Depot behind 349-365 Livermore (see above).

Reserve Study

Robles requested input on items to be included in the Reserve Study. He said that repair/replacement of fire hydrants is already in the reserve study.

The committee recommended setting aside funds to address aging plant material and infrastructure such as pergolas in the pocket parks. The committee anticipates that approximately every five years the need may arise to do a major overhaul of a park due to death or decline of a significant number of trees or shrubs. Zaleski said that there are two pergolas showing signs of rot, one on Bessley Place and one on Kilburn.

MANAGEMENT REPORT

The Action Item List provides a list of tasks pending. Robles said he will update the pending expenses report after the meeting.

NEW BUSINESS

The next meeting date is Monday, April 11, 2023.

Monthly walkthroughs will begin in May. Nominations for the Pride of Ownership Awards will also be solicited in May.

The meeting adjourned at 8:35 p.m.

Respectfully submitted,

Martha Romans



**Cameron Station Community Association, Inc.
Board Decision Request
March 28, 2023**

**TOPIC: A&E New Member Application
Motion 2023 - 0301**

Motion:

"I move to **APPROVE** the appointment of Sarah Turkaly to the A&E Committee."

Motion: _____

2nd: _____

Summary:

The A&E committee members at their March meeting unanimously approved to recommend the new member/s to the Board for approval. Member opening had been announced on the Weekly Email Blast – on January 6, and February 3, 2023, as follows. Attached is Sarah Turkaly's application.

Activities and Events Committee: Member Opening!

The Activities and Events Committee has one (1) opening for any interested individual. The committee leads the social events of the community throughout the year. Please [click here](#) for the committee charter and [click here](#) for the committee member registration form. If you are interested in joining, please reach out to Andy Yang at events@camerestation.org.

CAMP Recommendation:

Management recommends approval for the record purpose of the meeting minutes.



CAMERON STATION COMMUNITY ASSOCIATION, INC.
Committee Member Registration Form

Please submit the completed form to the Cameron Station Management office for review by the individual Committee Chairs and the Board of Directors:

Name: Sarah Turkaly
Home Address: 232 Medlock Lane
Email Address: sarah.turkaly@gmail.com
Telephone Number: 8049013764 (Cell) _____ (Home)

Condominium Owners please check the appropriate box:

- ☐ Carlton Place Condominium
- ☐ Condominiums at Cameron Station Blvd.
- ☐ Main Street Condominium
- ☐ Oakland Hall Condominium
- ☐ Residences at Cameron Station
- ☐ Woodland Hall Condominium

1) Check the name of the Committee you would like to join (please include a 2nd choice as well):

- ☐ Architectural Review Committee
- ☒ Activities & Events Planning Committee
- ☐ Cameron Club Facilities Committee
- ☐ Common Area Committee
- ☐ Communications Committee
- ☐ Financial Advisory Committee

2) Provide a brief statement describing your qualifications (you may attach any pertinent information):

I'm very detail oriented, and enjoy bringing people together to build community. In the past

I hosted and ran a large bookclub with events around Alexandria and Arlington, and was part

of the Del Ray Citizen Assoc when I lived there where one of my duties was planning and supporting the annual chili cook-off.

3) State your reasons why you would like to join this committee:

I moved into the neighborhood in August and am really looking forward to getting to know my neighbors and supporting community events through the committee!

Thank you for your time and interest.

Cameron Station Community Association, Inc.
200 Cameron Station Boulevard, Alexandria, Virginia 22304
Phone (703) 567-4881 managers@cameronstation.org

Updated: January 31, 2022



**Cameron Station Community Association, Inc.
Board Decision Request
March 28, 2023**

**TOPIC: CAC New Member Application
Motion 2023-0302**

Motion:

"I move to **APPROVE** the appointment of Justin Newsome to the CAC Committee."

Motion: _____

2nd: _____

Summary:

The CAC members at their March meeting unanimously approved to recommend the new member/s to the Board for approval. Member opening had been announced on the Weekly Email Blast – on February 3, 2023, as follows. Attached is Justin Newsome's application.

Common Area Committee: Member Opening!

The Common Area Committee has one (1) opening for an interested individual. Our committee leads upkeep and maintenance of common areas in conjunction with management, including green space, pocket parks, community roadways, and community sidewalks. Please [click here](#) for the committee charter and [click here](#) for the committee member registration form. If you are interested in joining, please email commonarea@cameronstation.org.

CAMP Recommendation:

Management recommends approval for the record purpose of the meeting minutes.



CAMERON STATION COMMUNITY ASSOCIATION, INC.
Committee Member Registration Form

Please submit the completed form to the Cameron Station Management office for review by the individual Committee Chairs and the Board of Directors:

Name: Justin Newsome
Home Address: 151 Barrett Place
Email Address: justincnewsome@gmail.com
Telephone Number: 571.393.8257 (Cell) _____ (Home)

Condominium Owners please check the appropriate box:

- ☐ Carlton Place Condominium
- ☐ Condominiums at Cameron Station Blvd.
- ☐ Main Street Condominium
- ☐ Oakland Hall Condominium
- ☐ Residences at Cameron Station
- ☐ Woodland Hall Condominium

1) Check the name of the Committee you would like to join (please include a 2nd choice as well):

- ☐ Architectural Review Committee
- ☐ Activities & Events Planning Committee
- ☐ Cameron Club Facilities Committee
- ☒ Common Area Committee
- ☐ Communications Committee
- ☐ Financial Advisory Committee

2) Provide a brief statement describing your qualifications (you may attach any pertinent information):

Work professionally in the design an construction industry.

Master's degree in business and architectural studies.

Owner in the community who cares about the appeal and functionality of the communities common areas.

3) State your reasons why you would like to join this committee:

My family and I use the common areas in the community and care deeply about them functionally and asthetically.

I have noticed that some common areas are more well maintained than others and want to ensure that all areas receive the care

they deserve and all areas are year round usable spaces for the residents they serve! I see this is a good way to give back to the community as a whole.

Thank you for your time and interest.

Cameron Station Community Association, Inc.
200 Cameron Station Boulevard, Alexandria, Virginia 22304
Phone (703) 567-4881 managers@cameronstation.org

Updated: January 31, 2022



Cameron Station Community Association, Inc.
Board Decision Request
March 28, 2023

TOPIC: Landscape Tree Installation Proposal # 31665
Motion 2023-0303

Motion:

"I move to **APPROVE** the Lancaster Landscape proposal # 31665 for **\$7,360** to install (8) Crape Myrtles at a bare common area along the fence line on Knapp Pl and the rear of Cameron Station Condominium to be expensed from Operating and Reserve Funds."

Motion: _____

2nd: _____

Summary:

The CAC members at their March meeting unanimously approved to recommend the proposal to the Board for their review and approval. Attached is proposal # 31665 for **\$7,360** to install (8) Crape Myrtles at a bare common area along the fence line on Knapp Pl and the rear of Cameron Station Condominium.

CAMP Recommendation:

There is \$25,000 in Tree and Shrub Maintenance and \$25,430 in Tree Shrubbery/Deceased/Dead for the year. Management does not have any issues with the proposal as presented and defers it to the Board for their review and consideration.

Budget Considerations:

The removal of the turf of \$1,560 is to be expensed from Operating Funds under Turf Treatments and Enhancements.

The installation of the (8) trees of \$5,800 is to be expensed from Reserves Funds under Tree Shrubbery/Deceased/Dead.

LANCASTER LANDSCAPES, INC.
5019-B Backlick Rd ♦ Annandale, VA 22003
Phone: 703-846-0944 ♦ Fax: 703-846-0952



PROPOSAL NO.
31665

February 15, 2023

CUSTOMER # 229
Steve Philbin/Angel Robles
Cameron Station Community Association
200 Cameron Station Blvd.
Alexandria, VA 22304

Dear Steve and Angel,

Thank you for giving Lancaster Landscapes an opportunity to bid on your current job at the Cameron Station. Lancaster Landscapes, Inc. offers to perform the following services:

TREE INSTALLATION

BARE COMMON AREA ALONG FENCE ON KNAPP AND REAR OF CAMERON CONDOS:

- REMOVE THIN TURF AND RAKE/REGRADE SOIL.....\$1,560.00
- INSTALL (8) CRAPE MYRTLES "TUSKEGEE" 8' @ \$725/EA.....\$5,800.00

PROPOSAL TOTAL \$ 7,360.00

Payment terms: All payments are due within 30 days of invoice date unless otherwise specified. A 1.5% per month late charge will be applied to payments not made within 30 days of their due date. In the event that this contract is placed in the hands of an attorney, whether or not suit is instituted, the client agrees to pay all reasonable attorneys fees involved in such collection efforts.

Lancaster Landscapes, Inc. offers a one year warranty on all newly installed plant materials and trees, excluding annuals and sod. The warranty period commences upon date of installation through and until one year from that date. Warranty is not valid if plants have (1) not been properly maintained (watered) (2) are damaged due to incidents not precipitated by contractor or its forces such as weather conditions, pedestrian traffic, animal damage, etc. (3) if invoice for services rendered has not been paid in full within the 30 day time allowance. Properties requiring re-installations will be inspected. Plant materials meeting warranty requirements will be listed and replaced, in mass, at the end of the warranty period, unless agreed to otherwise by contractor and client. This will ensure that all plants requiring replacements are installed under the best possible conditions and in compliance with current industry standards. Subsurface obstructions are not covered by proposal.

Disclaimer. Trees inherently pose a certain degree of hazard and risk from breakage, failure or other causes and conditions. Recommendations that are made by Lancaster Landscapes are intended to minimize or reduce hazardous conditions that may be associated with trees. However, there is and there can be no guarantee or certainty that efforts to correct unsafe conditions will prevent breakage or failure of the tree. Our recommendations should reduce the risk of tree failure but they cannot eliminate such risk, especially in the event of a storm or any act of God. Some hazardous conditions in landscapes are apparent while others require detailed inspection and evaluation. There can be no guarantee or certainty that all hazardous conditions will be detected.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.

ACCEPTANCE OF PROPOSAL:
The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

DATE OF ACCEPTANCE: _____

Authorized Signature: Carlos Rios
This proposal may be withdrawn by us if not accepted within 30 Days.

SIGNATURE: _____







**Cameron Station Community Association, Inc.
Board Decision Request
March 28, 2023**

**TOPIC: Landscape Turf Restoration Proposal # 31703
Motion 2023-0304**

Motion:

"I move to **APPROVE** the **Lancaster Landscape** proposal # 31703 for **\$5,375** to restore the turf at the Martin Lane Pocket Park between the units 124-134 Martin Lane to be expensed from Operating Funds."

Motion: _____

2nd: _____

Summary:

The CAC members at their March meeting unanimously approved to recommend the proposal to the Board for their review and approval. Attached is proposal # 31703 for **\$5,375** to restore the turf at the Martin Lane Pocket Park between the units 124-134 Martin Lane.

CAMP Recommendation:

There is \$25,000 in Turf Treatments & Enhancements for the year. Management does not have any issues with the proposal as presented and defers it to the Board for their review and consideration.

Budget Considerations:

To be expensed from Operating Funds under Turf Treatments & Enhancements.

LANCASTER LANDSCAPES, INC.
5019-B Backlick Rd ♦ Annandale, VA 22003
Phone: 703-846-0944 ♦ Fax: 703-846-0952



PROPOSAL NO.
31703

March 8, 2023

CUSTOMER # 229

Steve Philbin/Angel Robles
Cameron Station Community Association
200 Cameron Station Blvd.
Alexandria, VA 22304

Dear Steve and Angel,

Thank you for giving Lancaster Landscapes an opportunity to bid on your current job at the Cameron Station. Lancaster Landscapes, Inc. offers to perform the following services:

TURF RESTORATION

MARTIN LANE POCKET PARK – FROM UNIT 124-134 MARTIN LN. (1/3 OF PARK TURF):

- REMOVE ROCKS, PIECES OF CONCRETE AND DEBRIS.
- AERATE TURF-LAWN AREA WITH MECHANICAL AERATION EQUIPMENT.
- TOP DRESS WITH TOP SOIL MIXED WITH COMPOST "PREMIUM" AND INSTALL TRANSITION BLEND TALL FESCUE GRASS SEED.
- REGRADE (2) HOLES IN TURF (SEE PIC ATTACHED) AND RESTORE SAME AS ABOVE.

LABOR AND MATERIALS:

- LABOR	\$2,400.00
- TOP SOIL MIXED (5) YDS. @ \$275/EA.	\$1,375.00
- GRASS SEED.....	\$400.00
- HEAVY DUTY TEMPORARY FENCING	\$1,200.00

PROPOSAL TOTAL \$ 5,375.00

Payment terms: All payments are due within 30 days of invoice date unless otherwise specified. A 1.5% per month late charge will be applied to payments not made within 30 days of their due date. In the event that this contract is placed in the hands of an attorney, whether or not suit is instituted, the client agrees to pay all reasonable attorneys fees involved in such collection efforts.

Lancaster Landscapes, Inc. offers a one year warranty on all newly installed plant materials and trees, excluding annuals and sod. The warranty period commences upon date of installation through and until one year from that date. Warranty is not valid if plants have (1) not been properly maintained (watered) (2) are damaged due to incidents not precipitated by contractor or its forces such as weather conditions, pedestrian traffic, animal damage, etc. (3) if invoice for services rendered has not been paid in full within the 30 day time allowance. Properties requiring re-installations will be inspected. Plant materials meeting warranty requirements will be listed and replaced, in mass, at the end of the warranty period, unless agreed to otherwise by contractor and client. This will ensure that all plants requiring replacements are installed under the best possible conditions and in compliance with current industry standards. Subsurface obstructions are not covered by proposal.

Disclaimer. Trees inherently pose a certain degree of hazard and risk from breakage, failure or other causes and conditions. Recommendations that are made by Lancaster Landscapes are intended to minimize or reduce hazardous conditions that may be associated with trees. However, there is and there can be no guarantee or certainty that efforts to correct unsafe conditions will prevent breakage or failure of the tree. Our recommendations should reduce the risk of tree failure but they cannot eliminate such risk, especially in the event of a storm or any act of God. Some hazardous conditions in landscapes are apparent while others require detailed inspection and evaluation. There can be no guarantee or certainty that all hazardous conditions will be detected.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.

Authorized Signature: Carlos Rios
This proposal may be withdrawn by us if not accepted within 30 Days.

ACCEPTANCE OF PROPOSAL:
The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

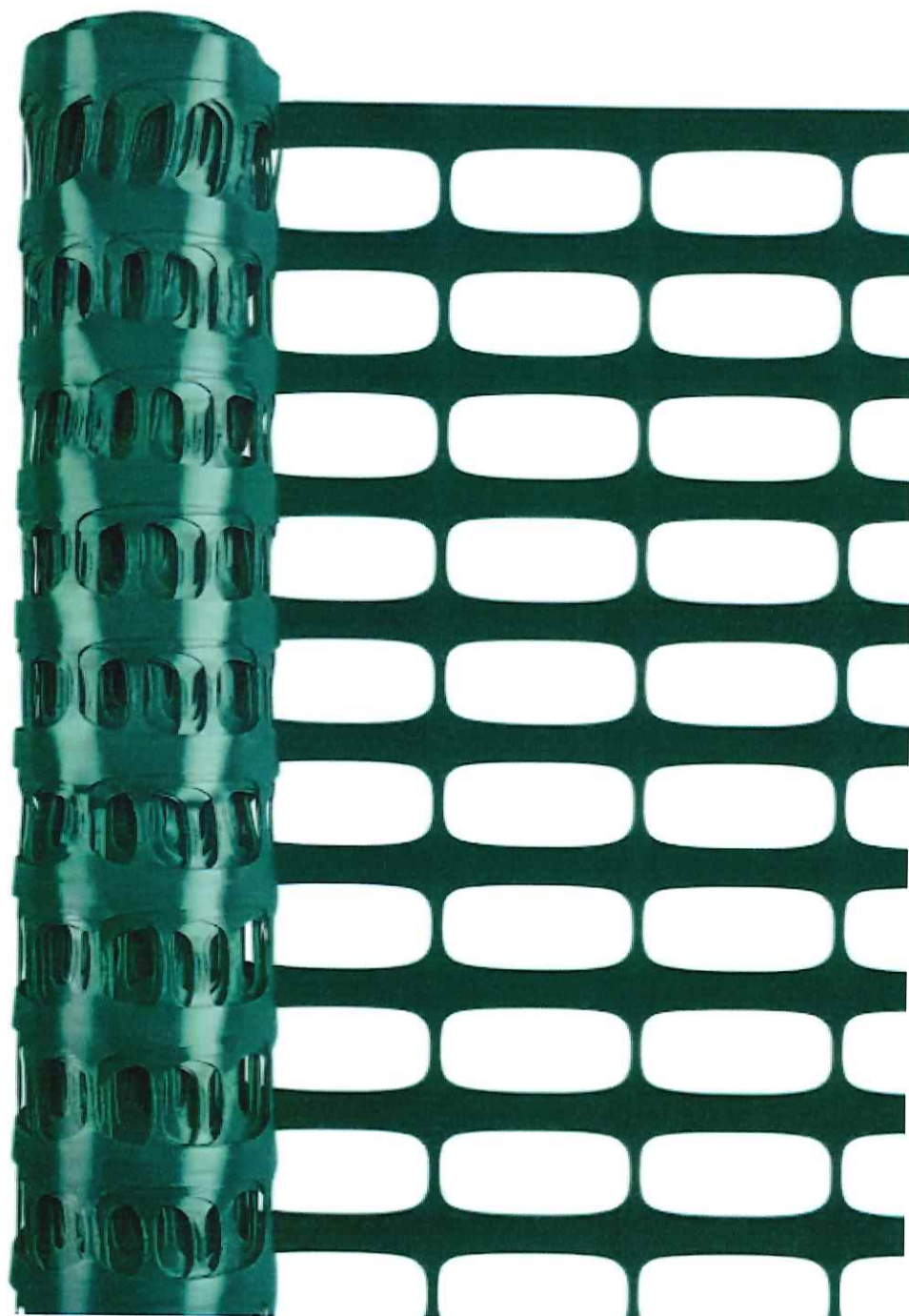
DATE OF ACCEPTANCE: _____

SIGNATURE: _____











**Cameron Station Community Association, Inc.
Board Decision Request
March 28, 2023**

**TOPIC: Landscape Turf Restoration Proposal # 31704
Motion 2023-0305**

Motion:

"I move to **APPROVE** the Lancaster Landscape proposal # 31704 for **\$2,660** to restore the turf at Brenman Park from Cameron Station Blvd to across building #4951 to be expensed from Operating Funds."

Motion: _____

2nd: _____

Summary:

The CAC members at their March meeting unanimously approved to recommend the proposal to the Board for their review and approval. Attached is proposal # 31704 for **\$2,660** to restore the turf at Brenman Park from Cameron Station Blvd to across building #4951.

CAMP Recommendation:

There is \$25,000 in Turf Treatments & Enhancements for the year. Management does not have any issues with the proposal as presented and defers it to the Board for their review and consideration.

Budget Considerations:

To be expensed from Operating Funds under Turf Treatments & Enhancements.

LANCASTER LANDSCAPES, INC.
5019-B Backlick Rd ♦ Annandale, VA 22003
Phone: 703-846-0944 ♦ Fax: 703-846-0952



PROPOSAL NO.
31704

March 8, 2023

CUSTOMER # 229

Steve Philbin/Angel Robles
Cameron Station Community Association
200 Cameron Station Blvd.
Alexandria, VA 22304

Dear Steve and Angel,

Thank you for giving Lancaster Landscapes an opportunity to bid on your current job at the Cameron Station. Lancaster Landscapes, Inc. offers to perform the following services:

TURF RESTORATION

BRENMAN PARK FROM CSB TO ACROSS BUILDING #4951 (APPROX. 1/6 OF PARK TURF AREA):

- REMOVE ROCKS, PIECES OF CONCRETE AND DEBRIS.
- AERATE TURF-LAWN AREA WITH MECHANICAL AERATION EQUIPMENT.
- TOP DRESS WITH TOP SOIL MIXED WITH COMPOST "PREMIUM" AND INSTALL TRANSITION BLEND TALL FESCUE GRASS SEED.

LABOR AND MATERIALS:

- LABOR\$1,560.00
- TOP SOIL MIXED (2) YDS. @ \$275/EA.\$550.00
- GRASS SEED.....\$150.00
- HEAVY DUTY TEMPORARY FENCING\$400.00

PROPOSAL TOTAL \$ 2,660.00

Payment terms: All payments are due within 30 days of invoice date unless otherwise specified. A 1.5% per month late charge will be applied to payments not made within 30 days of their due date. In the event that this contract is placed in the hands of an attorney, whether or not suit is instituted, the client agrees to pay all reasonable attorneys fees involved in such collection efforts.

Lancaster Landscapes, Inc. offers a one year warranty on all newly installed plant materials and trees, excluding annuals and sod. The warranty period commences upon date of installation through and until one year from that date. Warranty is not valid if plants have (1) not been properly maintained (watered) (2) are damaged due to incidents not precipitated by contractor or its forces such as weather conditions, pedestrian traffic, animal damage, etc. (3) if invoice for services rendered has not been paid in full within the 30 day time allowance. Properties requiring re-installations will be inspected. Plant materials meeting warranty requirements will be listed and replaced, in mass, at the end of the warranty period, unless agreed to otherwise by contractor and client. This will ensure that all plants requiring replacements are installed under the best possible conditions and in compliance with current industry standards. Subsurface obstructions are not covered by proposal.

Disclaimer. Trees inherently pose a certain degree of hazard and risk from breakage, failure or other causes and conditions. Recommendations that are made by Lancaster Landscapes are intended to minimize or reduce hazardous conditions that may be associated with trees. However, there is and there can be no guarantee or certainty that efforts to correct unsafe conditions will prevent breakage or failure of the tree. Our recommendations should reduce the risk of tree failure but they cannot eliminate such risk, especially in the event of a storm or any act of God. Some hazardous conditions in landscapes are apparent while others require detailed inspection and evaluation. There can be no guarantee or certainty that all hazardous conditions will be detected.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.

Authorized Signature: Carlos Rios
This proposal may be withdrawn by us if not accepted within 30 Days.

ACCEPTANCE OF PROPOSAL:
The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

DATE OF ACCEPTANCE: _____

SIGNATURE: _____







Cameron Station Community Association, Inc.
Board Decision Request
March 28, 2023

TOPIC: Cameron Club Painting Proposal
Motion 2023-0306

Motion:

"I move to **APPROVE** the CertaPro company in the amount of **\$25,700** to complete the painting of the interior of the Cameron Club to be expensed from Reserves."

Motion: _____

2nd: _____

Summary:

The CCFC members at their March meeting unanimously approved to recommend the proposal to the Board for their review and approval. The original proposal came at \$900 over the budget amount in reserves. Management negotiated to reduce the initial amount to meet the budget amount. The Reserves Study provided for interior painting of the clubhouse during the fiscal year 2023. Attached is proposal # 6088 to paint the interior of the Cameron Club.

	Clubhouse	Fitness Center	Total
Manfred Home Improvement	\$22,950		\$22,950
Williams Painting	\$63,187	\$5,890.33	\$69,167.33
CertaPro	\$18,672	\$3,931	\$22,603
	\$22,233 (Upgraded paint)	\$4,504 (Upgraded paint)	\$25,700 (Upgraded paint)

CAMP Recommendation:

There is \$25,750 in Reserves for the painting of the interior of the clubhouse for this year. Management supports the decision of the painting project and proposal.

Budget Considerations:

Painting project to be expensed from Reserves.



1900 Juniper Dr
Culpeper, VA, 22701
(571) 482-0781
yuviny1979@hotmail.com

Manfred Home Improvement.

Estimate

For: Cameron Station Community Association
arobles@gocampmgmt.com,
sphilbin@gocampmgmt.com

Estimate No: 810
Date: 02/21/2023

Description	Quantity	Rate	TAX	Amount
1- Club house. First and second level walls, ceilings, doors,crown molding,baseboard,and trim.	1	\$14,985.00	0%	\$14,985.00
2- Areas: second level floor. Offices,hallways,bathroom,closets,main offices, elevator hallway, fitness center, stairwell, and metal railings				
3- first floor. Bathrooms,hallways,main entrance, Elevator hallway,kitchen,conference room,main office,and basketball court walls and trim only.				
4- Repair / all nail pops, new holes,and crackings				
5- Paint/two coats ceilings, walls, doors,crown molding,doors,and trim.				
6- Replace/all caulking,crown molding,baseboard,and doors frames.				
7- All areas must be covering with plastic.				
8- Clean up,all debris and trash.				
9- No lockers room.				
Materials.	1	\$7,965.00	0%	\$7,965.00
Subtotal				\$22,950.00
TAX 0% (\$22,950.00)				\$0.00
Total				\$22,950.00
Total				\$22,950.00

Notes

All paint colors will be from. Benjamin Moore store.

A handwritten signature in black ink, appearing to be 'M. H. I.', is located at the top left of the page. A horizontal line extends to the right from the end of the signature.

Manfred Home Improvement.

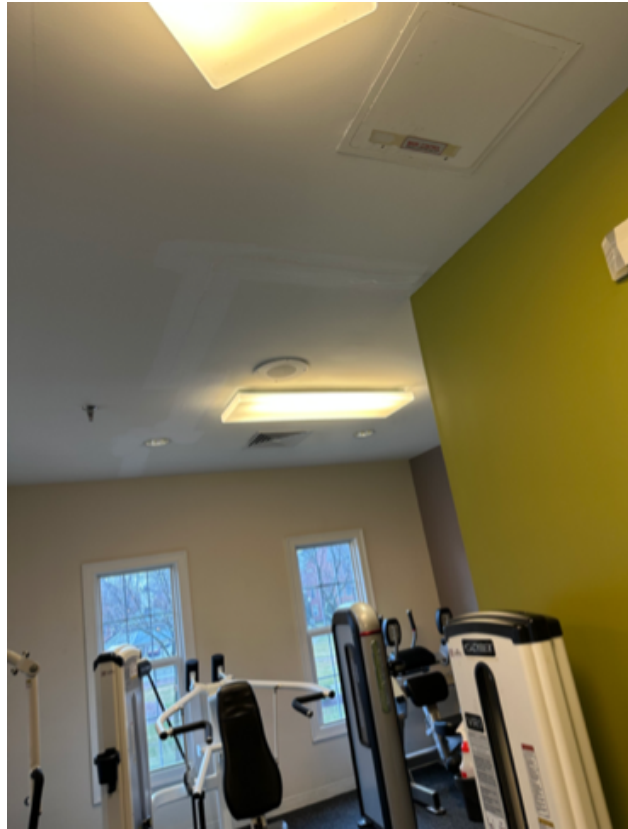
Manfred Home Improvement.

03/03/2023

Photo 1



Photo 2





PROPOSAL 17183-1

Issue Date March 7, 2023
Expires April 6, 2023

PREPARED BY

Milton Chavez

Williams Professional Painting

(703) 851-0397

Milton@WilliamsProfessionalPainting.com

110 S Floyd St, Alexandria, VA 22304, USA

PREPARED FOR

Mark Bondurant

Mark Bondurant

(571) 237-4480

mbondurant@gocampmngmt.com

200 Cameron Station Blvd, Alexandria, VA 22304, USA

PROPOSAL DETAILS

200 Cameron Station Blvd, Alexandria, VA 22304, USA

ARTICLE 1. SCOPE OF WORK

We will furnish all the required materials, which we guarantee will be as specified, and we will perform all of the labor required for the completion of the painting listed below. This includes all basic necessary preparation such as scraping, spot priming, and caulking as needed for the completion of a quality paint job.

NOTE***SOME OFFICE AREAS TO BE PAINTED AT NIGHT***

*****INVENTORY MANAGEMENT FEE - Due to current supply chain and material inventory issues WPP must charge a 4.9% IMF. This fee is to cover transportation fees and /or shipping and handling fees since many of our materials must come from out of market or multiple locations.*****

DESCRIPTION

CLUBHOUSE (Ceilings, Walls and Trim Complete)

-Reception Area, Lobby, Front Stairwell, Main Lower Hallways, Great Room Lobby, Great Room, Kitchen, Server Room, 1st Floor Elevator Lobby, 1st Floor Men's and Women's Bathroom, Center Stairwell, Upstairs Hallways, Upstairs Elevator Lobby, Main Office, Upstairs Bathroom, Small Offices, Henderson Room, Conference Room, Storage Room and Back Stairwell (Include Stairwell Iron Railings and Great Room Closets)

BASKETBALL COURT (Walls and Trim Only)

Sherwin Williams SuperPaint interior paint.

SuperPaint Interior Acrylic Latex



SUBTOTAL \$63,187.10

TAX \$0.00

TOTAL \$63,187.10

30% Deposit of Contract Amount Due on Acceptance

ARTICLE 2. CONTRACT PRICE AND PROGRESS PAYMENTS

1. The owner shall pay the contractor for the labor performed and materials purchased under this contract according to the terms referenced above.

2. With progress payments to be made as outlined below:

Projects over \$5,000.00 will require progress payments (Draws) as stipulated in terms on reverse of proposal or in attachment if proposal was electronically received.

ARTICLE 3. GENERAL

1. Changes in the above specifications may be made only by mutual agreement and extra charges will be made. All agreements are contingent upon strikes, accidents or delays beyond our control. Williams Professional Painting Inc. is fully licensed and insured. All employees of Williams Professional Painting Inc. are covered by workers compensation insurance.

Due to possible labor or material increases, this proposal is valid for 30 days.

2. Color Changes by customer after materials are purchased will result in extra charges.

3. Up to 3 colors per room, 6 per interior project and 3 per exterior project are allowed unless discussed and agreed upon in advance and made part of this proposal.

4. Estimates based on regular time rates. There will be an additional fee for overtime required by customer.

5. All cracks in drywall and plaster will be repaired in a professional manner according to nationally accepted standards. WPP will not be responsible for cracks caused by ground settlement or building movement.

6. Failure to adhere to payment terms as stated in proposal may result in work stoppage or discontinuation of service.

7. No warranties apply on projects not paid in full.

8. All project start and completion dates are approximate

9. Insect (bee's nests, Hornet nests (Etc.) / animal removal (Bats, Reptiles, etc.) That need to be removed for the safety of our workers and / or to complete the job will be paid by the client. WPP will always try to obtain the clients permission prior to contacting a pest removal service. When a service is required, any expense incurred will be billed to the client with no markup and receipts will be provided.

10. WPP is careful when working around your home and belongings- as careful as we are, sometimes things could be accidentally broken or damaged – WPP and each employee are fully insured should anything happen and we ALWAYS take care of these things if they should happen- that being said PLEASE move your precious family heirlooms-art or things of that nature- because we know these types of things cannot be replaced simply with money- so again - if you have anything in the area we will be working in that is irreplaceable, please move it to a safe place.

11. WPP does not accept third party checks or checks from escrow or insurance companies that are not made payable ONLY to Williams Professional Painting

12. WPP does not provide itemized insurance company breakdowns after the estimate has been submitted. When a specific cost breakdown is required due to an insurance company claim, the client must notify WPP prior to submission of the estimate. It is not possible to provide this information after the estimate is submitted or after completion of the project due to different record keeping and job sequencing requirements.

ARTICLE 4. PAYMENT FOR SERVICES

1. Any outstanding balance is due the day of completion unless other arrangements have been agreed upon in advance. In the event of any needed touchup, or incomplete work due to no fault of WPP such as waiting on other trades etc., a reasonable amount agreeable to both parties that is commiserate with the value of work remaining may be withheld pending final completion. In the event the customer desires a walk thru upon completion and is not available to do a walk thru on the final day of the project no more than 5 percent of any outstanding balance may be withheld.

2. For your convenience we would be happy to accept your credit card but please note that a 3 % processing fee will be added to all amount(s) the client authorized WPP to charge. WPP accepts all major credit cards. When you elect to use a credit card for your deposit you are authorizing WPP to use the same card for the balance (plus the processing fee) when the job is completed unless other arrangements are made in advance.

3. WPP also offers the ability to pay by E-Check through our secure payment portal accessible on our website. There is no processing fee charged if paying through E-Check. When you elect to use E-Check for your deposit you are authorizing WPP to process the balance through E-Check when the job is completed unless other arrangements are made in advance

Terms - Conditions

Coatings Application Warranty

Williams Professional Painting, (hereafter referred to as "WPP"), of 110 S. Floyd Street, Alexandria, Virginia 22304, 703-768-8143 warrants to the current owners of the property listed in this proposal that all coating application work performed by WPP will be completed according to professional industry standards and will be under warranty to remain failure free under the following terms and conditions: All interior coatings applied to plaster, drywall and wood surfaces shall be warranted for a period of 5 years from completion of the work. Exterior Wood, stucco and masonry substrate coating application shall be warranted for a period of 3 years from completion of the work. Metal and iron substrate (as it relates to this document, substrate is the underlying structural material upon which the coating is applied) coating application shall be warranted for a period of 1 year from completion of the work. Exterior Clear finish coatings shall be warranted for a period of 2 years from completion of the work. Previously unpainted aluminum and vinyl surfaces shall be warranted for a period of 10 years from completion of the work. In order to submit a claim for a breach of this warranty, the owner shall deliver to WPP not more than 10 days after the discovery of the defect, written notice of the defect, and the date on which the defect was discovered. WPP will inspect the areas within 7 days of notification of potential defects. If inspection determines that the defect falls within the scope of this warranty, WPP shall provide replacement service and product to correct the defect. WPP agrees to correct the defective portions of the work caused by improper or inadequate preparation and/or painting, which owner agrees will be the owner's sole and exclusive remedy. This warranty constitutes the sole and exclusive warranty made by WPP and there are no other warranties, including, but not limited to the implied warranty of the merchantability and warranty of fitness for a particular purpose and all such warranties are expressly disclaimed and excluded by the parties. This warranty also constitutes owner's exclusive remedy against WPP including for alleged negligence of WPP and otherwise, and WPP shall not be liable for any incidental or consequential damage including liquidated, delay damages or other damages. This warranty shall not be extended by any corrective service or additional material, but the remaining warranty period from the date of completion of the original work shall continue in effect and be applicable under the original terms and conditions. This warranty is not applicable under the following conditions: A) Any damage to stucco or masonry that may occur due to ongoing concealed deterioration. This may manifest itself as efflorescence, a white, chalky, leaching of salts to the surface, accompanied by a crumbling of the stucco or masonry surface. B) Coating failure due to structural damage caused by standing water, inadequate drainage, improperly installed guttering or guttering in need of repair/replacement, water sprinklers or window unit air conditioners causing continuous water saturation, leaking and/or pooling in/on or around the affected area (s). C) Coating failure due to wood rot, or damage caused by termites, carpenter bees, carpenter ants or any other insects. D) Coating failure due to structural alterations, additions, repairs or normal shifting and settling of building and substrate. E) Coating failure caused by unchecked mold or mildew growth. F) Coating failure caused by roof and/or plumbing leaks. G) Coating failure resulting from: caustic chemicals, fire, acts of God, natural disasters such as windstorms, floods, earthquakes, lightning, mud slides, tornadoes, or hurricanes.

TYPES OF FINISHES APPLIED

If a finish (Flat, Eggshell, Semi-Gloss, etc.) is applied other than that specified at the time the estimate was given, an additional charge will be added to cover additional labor and materials cost.

BRAND OF PAINT

All estimates are currently priced using paints and supplies of reputable manufactures. In the event of a customer's preference for a different brand of paint other than specified, a per gallon cost adjustment may be added.

NUMBER OF COLORS

INTERIOR: Up to a total of 3 colors per room with a maximum of 6 colors per job (Including all wall, ceiling and trim colors), are included in the estimate.

EXTERIOR JOBS: Include up to 3 total colors. Additional colors will require an additional charge unless discussed at time of estimate and included therein, to cover additional labor and materials cost.

COLOR CHANGES

The owner must choose all colors before any work is done. If a color change is required by the owner or someone other than WPP after the job begins, we may charge an additional fee for time and material expenses arising from the changes.

HIDDEN CONDITIONS

If after beginning the work, defects or unforeseen conditions arise which could not reasonably have been recognized by the estimator upon first inspection (i.e. invisible defects), the owner agrees to pay an additional charge if the owner desires the necessary extra work to be done.

CONCEALED CONDITIONS AND WALL COVERING REMOVAL

Due to concealed conditions that may be under existing wall coverings, it is sometimes difficult to estimate the amount of labor required for the removal of wallpaper and the wall preparation that may be needed. If concealed conditions are encountered, additional labor may be charged. All estimates for wallpaper removal and subsequent preparation are based on what is encountered "under normal conditions." If abnormal conditions are found, the owner will be notified prior to the commencement of any work that may involve any additional charges. Normal conditions would be defined as "minor patching of the wall after removal of paper that was properly installed on an adequately primed and sealed surface".

HAZARDS

The owner agrees to indemnify, defend, hold harmless and release WPP from and against any and all liability, damages, losses, claims, demands, or lawsuits arising out of or relating to the presence or removal of asbestos, mold and or any other lead contamination found at or in the proximity of the work site.

PREVIOUS COAT BREAKDOWN

In view of the fact that an additional coat of paint when applied over a previous coat, can cause peeling or loss of adhesion from the substrate, WPP is not responsible for the failure of a paint film which was not applied by WPP and which may have been previously applied to the same surface. This often occurs in the case of galvanized metal flashing and multiple coat build up. Breakdown of a previous coat due to mildew is not guaranteed under this warranty, as this is a moisture problem not a paint failure.

CHARGES, PAYMENTS

Any alteration or deviation from the specifications involving extra costs will be made only upon written agreement, and will create an extra charge over and above the estimate. Overdue accounts will be charged interest at the rate of 1.5% per month. In the event it becomes necessary to enforce this agreement by litigation, the prevailing party shall be entitled to court costs, attorney and collection fees. No contractual rights arise until this proposal is accepted in writing. WPP may withdraw this proposal at any time before acceptance. WPP may submit statements (Invoices) to owner during job progression for partial payment(s) ("Draws"), however at no time shall the customer be responsible to issue payment on any portion of work not substantially completed. WPP will determine the percentage of completion with the owner. However WPP will make the final determination as to percent complete. Owner agrees to pay WPP the full amount of each statement, within one (1) day, of the date specified. WPP may treat such failure to pay as a material breach of the contract and terminate work. Any statement balance will accrue interest at the maximum legal rate. Upon completion of the work and on the day of completion, any outstanding balance is immediately due. If payment is not made when work is completed the customer may be responsible for interest at 21% and any legal fees and other cost that may be incurred by WPP.

SCHEDULE RESERVATION DEPOSIT

A schedule reservation and good faith deposit equal to 30% of the agreed upon price is due upon signing of agreement. This amount will be credited to the total price and subtracted from any balance due upon completion of the work. In the event the agreed upon work is cancelled within 30 days prior to scheduled commencement of the work, a full refund will be made by WPP. Cancellations made within 15 – 30 days prior to the scheduled commencement of the work will be entitled to a 50% refund. Cancellations within 1-14 days prior to the scheduled commencement of the work may forfeit the entire amount of the schedule reservation fee. Refunds will be issued within 30 days. If contract states- week of date- the last day of that week (Friday) will be used for qualifying for refunds of deposit.

ADDITIONAL COATS APPLIED

If additional coats of paint are applied other than that specified in the contract, an additional charge will apply.

SEQUENCING AND ORDER OF WORK

WPP reserves the right to determine the sequence and order of work to be performed. Any interference or prohibiting of such sequencing and order may incur an additional charge. WPP reserves the right to discontinue work and cancel contract if prohibited from performing work according to preferred sequencing of WPP.

UNINTENDED DAMAGES

Because the proper prior installation of appliances and electronics cannot be guaranteed. WPP will not be responsible nor be held responsible for any damage arising as a result of the moving of refrigerators, washers, dryers or any other appliances or electronic equipment.

QUALITY OF WORK

PCA STANDARD 4.8

QUALITY OF WORK PCA STANDARD 4.8. All preparation and painting will be done at or above nationally recognized industry standards as developed and adopted by the "Painting Contractors Of America" as described in PCA Standard 4.8 "The painting contractor will produce a "Properly painted surface". A "Properly painted surface" is one that is uniform in appearance, color and sheen. It is one that is free of foreign material, lumps, skins, runs, sags, holidays, misses, strike-through, or insufficient coverage. It is a surface, which is free of drips, spatters, spills, or overspray, which were caused by the contractor's workforce. Compliance to meeting the criteria of a "Properly painted surface" shall be determined when viewed without magnification at a distance of five feet or more under normal lighting conditions and from a normal viewing position.

RIGHT OF TERMINATION

The owner and WPP each have the right to terminate the agreement which would arise out of this proposal if this proposal is accepted. Subject to the provisions above, including the paragraph entitled SCHEDULE RESERVATION DEPOSIT, the Owner may terminate the agreement in writing delivered to the on-site WPP supervisor and WPP offices of such termination, which shall take effect immediately upon delivery of the written notice. WPP may terminate the agreement which would arise out of this proposal if this proposal is accepted, upon written notice delivered to the Owner, which shall take effect immediately upon delivery of the written notice. WPP shall be entitled to payment for such material and services as provided on the work through the time of termination. The minimum payment entitlement shall be equal to the good faith deposit on the job.

OTHER FEES

Listed price does not include any permits, aerial lifts, swing stages, parking fees, bonds, or other specialty or jurisdictional requirements that incur expenses in order to complete the project unless specified within the proposal. WPP can obtain permits by utilizing an authorized permit company; all such related charges will be the responsibility of the client.

FORCE MAJEURE

To the extent that WPP's performance is prevented or delayed, either totally or in part, for reasons beyond their control, then WPP will not be liable, and will have no obligation to return the deposit (in whole or in part) so long as it resumes performance as soon as practicable after the reason preventing or delaying performance no longer exists.

CHOICE OF LAW

Any litigation concerning the agreement which would arise out of this proposal if this proposal is accepted will proceed in the courts of the Commonwealth of Virginia in the City of Alexandria. This agreement shall be interpreted and construed pursuant to the laws of the Commonwealth of Virginia, except as respects choice of law or venue, which are as specified herein.

In the event that one or more of the provisions or portions of this agreement is determined to be illegal or unenforceable, the remainder of this agreement shall not be affected thereby, and each remaining provision or portion therefore shall remain and continue to be valid and shall be enforceable to the fullest extent permitted by the law.

The above specification, costs, and terms are hereby accepted.

YOUR SIGNATURE

YOUR NAME

Mark Bondurant

✓ Approve PROPOSAL



Painting Your World Beautiful

110 S. Floyd Street
Alexandria, VA 22304
(703) 768-8143 (202) 751-2026 Fax (703) 823-3069
Info@WilliamsProfessionalPainting.com
VA. HIC # 2705-057745A MD. HIC # 12672
Washington, D.C. # 68002326

Tuesday, May 3, 2022

Mark Bondurant
200 Cameron Station Blvd
Alexandria , VA 22304

Thank you for considering "Williams Professional Painting" to perform the interior work described in the attached proposal. I can assure you that our crew will strive to provide you with the quality paint job that you expect. Our goal is to satisfy you and to create the "good will" with which you might invite us back to complete future work, and to recommend us with confidence to your friends, neighbors and associates.

We are constantly working on ways to maintain and improve the quality of our service. We value your opinion in this regard, and will be asking for feedback about our crew and your job. Please feel free to give us the benefit of your opinions along the way, and don't hesitate to call if you have any questions, or if there is anything else I can do to help you. I'll take a personal interest in your job and your satisfaction.

Sincerely,
Williams Professional Painting

Milton Chavez



110 S. Floyd Street
Alexandria, VA 22304
(703) 768-8143 (202) 751-2026 Fax (703) 823-3069
Info@WilliamsProfessionalPainting.com
VA. HIC # 2705-057745A MD. HIC # 12672
Washington, D.C. # 68002326

Account # C 629-25178 Estimate # E-39125
Proposal Date 5/3/2022

Mark Bondurant

200 Cameron Station Blvd

Alexandria, VA 22304

Phone # 1

Phone # 2

Location If Different:

Cell (571) 237-4480

TERMS

Contract Amount \$5,980.33

30% Deposit Due on Acceptance \$1,794.10

Balance Due \$4,186.23

ENVIRONMENTAL IMPACT FEE (EIF) – WPP is regulated by Local, State and Federal agencies in the disposal of all paint and carpentry related products. An environmental impact fee of 4.90% of the total job price upon completion will be added to all projects. The currently estimated EIF for this project is \$293.04

INTERIOR PAINTING / CARPENTRY PROPOSAL

ARTICLE 1. SCOPE OF WORK

We will furnish all the required materials, which we guarantee will be as specified, and we will perform all of the labor required for the completion of the painting listed below. This includes all necessary preparation such as scraping, priming, caulking, glazing of windows, and any other preparation needed for the completion of a quality paint job.

After the necessary preparation the job will receive 2 coat (s) of the following material supplied by the contractor:

Sherwin Williams

Areas To Be Painted / Scope Of Work

All of the following areas are to be painted complete to include WALLS AND CEILING ONLY unless otherwise noted: Proposal includes the cost of all materials, paint and labor unless otherwise specified in Article 1. Scope Of Work.

FITNESS CENTER (Wall and Ceiling Only) **Repair All Drywall Damage**

Areas Not To Be Painted

No Trim

ARTICLE 2. CONTRACT PRICE AND PROGRESS PAYMENTS

- 1 The owner shall pay the contractor for the labor performed and materials purchased under this contract according to the terms referenced above.
- 2 With progress payments to be made as outlined below :
Projects over \$5,000.00 will require progress payments (Draws) as stipulated in terms on reverse of proposal or in attachment if proposal was electronically received.

ARTICLE 3. GENERAL

- 1 Changes in the above specifications may be made only by mutual agreement and extra charges will be made. All agreements are contingent upon strikes, accidents or delays beyond our control. Williams Professional Painting Inc. is fully licensed and insured. All employees of Williams Professional Painting Inc. are covered by workers compensation insurance. Due to possible labor or material increases, this proposal is valid for 30 days.
- 2 Color Changes by customer after materials are purchased will result in extra charges.
- 3 Up to 3 colors per room, 6 per interior project and 3 per exterior project are allowed unless discussed and agreed upon in advance and made part of this proposal.
- 4 Estimates based on regular time rates. There will be an additional fee for overtime required by customer.

- 5 All cracks in drywall and plaster will be repaired in a professional manner according to nationally accepted standards. WPP will not be responsible for cracks caused by ground settlement or building movement.
- 6 Failure to adhere to payment terms as stated in proposal may result in work stoppage or discontinuation of service.
- 7 No warranties apply on projects not paid in full.
- 8 All project start and completion dates are approximate.
- 9.. Insect (bee's nests, Hornet nests (Etc.) / animal removal (Bats, Reptiles, etc.) That need to be removed for the safety of our workers and / or to complete the job will be paid by the client. WPP will always try to obtain the clients permission prior to contacting a pest removal service. When a service is required, any expense incurred will be billed to the client with no markup and receipts will be provided.
10. WPP is careful when working around your home and belongings- as careful as we are, sometimes things could be accidentally broken or damaged – WPP and each employee are fully insured should anything happen and we ALWAYS take care of these things if they should happen- that being said PLEASE move your precious family heirlooms-art or things of that nature- because we know these types of things cannot be replaced simply with money- so again - if you have anything in the area we will be working in that is irreplaceable, please move it to a safe place.
11. WPP does not accept third party checks or checks from escrow or insurance companies that are not made payable ONLY to Williams Professional Painting.
12. WPP does not provide itemized insurance company breakdowns after the estimate has been submitted. When a specific cost breakdown is required due to an insurance company claim, the client must notify WPP prior to submission of the estimate. It is not possible to provide this information after the estimate is submitted or after completion of the project due to different record keeping and job sequencing requirements.

ARTICLE 4. PAYMENT FOR SERVICES

1. Any outstanding balance is due the day of completion unless other arrangements have been agreed upon in advance. In the event of any needed touchup, or incomplete work due to no fault of WPP such as waiting on other trades etc., a reasonable amount agreeable to both parties that is commiserate with the value of work remaining may be withheld pending final completion. In the event the customer desires a walk thru upon completion and is not available to do a walk thru on the final day of the project no more than 5 percent of any outstanding balance may be withheld.
2. For your convenience we would be happy to accept your credit card but please note that a 3 % processing fee will be added to all amount(s) the client authorized WPP to charge. WPP accepts all major credit cards. When you elect to use a credit card for your deposit you are authorizing WPP to use the same card for the balance (plus the processing fee) when the job is completed unless other arrangements are made in advance.
3. WPP also offers the ability to pay by E-Check through our secure payment portal accessible on our website. There is no processing fee charged if paying through E-Check. When you elect to use E-Check for your deposit you are authorizing WPP to process the balance through E-Check when the job is completed unless other arrangements are made in advance.

The above specifications, prices, terms and conditions on reverse or as part of this attachment if electronically received are accepted.

Respectfully Submitted,

Milton Chavez

Milton Chavez

Date 5/3/2022

Williams Professional Painting

Customer Signature

Date



BUSINESS & COMMERCIAL SERVICES

INDEPENDENT FRANCHISE OWNER:

SYCorp USA, Inc DBA
CertaPro Painters of Arlington
6201 Leesburg Pike, Suite 301
Falls Church, VA 22044
Office: (703) 941-1320
Fax : (703) 831-8766

Virginia License #: 2705137788

YOUR CERTAPRO POINT OF CONTACT:

OWNER: **Yeong-Min Choi,**
ychoi@certapro.com
703-309-5131

CERTIFIED



CLIENT:	Cameron Station Community Association
Job #:	1359-6088
Date Estimate Provided:	
Management Billing Address:	Job Site Address:
Community Association Management Professionals	200 Cameron Station Blvd.
4114 Legato Rd.	Alexandria, VA 22304
#200	
Fairfax, VA 22033	
Primary Contact:	Steven Philbin/Angel Robles
Email:	sphilbin@gocampmngmt.com/arobles@gocampmngmt.com

“CertaPro painters delivers a Quality Job that Lasts”

CERTAPRO CORE VALUES:

Deliver what you Promise

Respect the Individual

Have pride in what you do

Practice Continuous Improvement

Project Description (for information purposes only):

The goal of this project is to repaint the interior areas as outlined in the scope of work of the clubhouse center.

TERMS AND CONDITIONS

1. SCOPE OF WORK

- 1.1. This Commercial Painting Contract ("Contract") is by and between SYCorp USA, Inc., dba CertPro Painters of Arlington, ("Contractor") and the Client named on page one of this Contract ("Client").
- 1.2. The Scope of Work ("Work") for this Contract is listed in "Attachment A."
- 1.3. Contractor will perform all the Work described in this Contract. Only Work described within this Contract will be performed. The materials and work to be performed in this Contract have been specifically requested by the Client.
- 1.4. Contractor has the right to subcontract any part, or all, of the Work. Contractor will be responsible for the workmanship of any subcontractors and employees.
- 1.5. Contractor will use reasonable care during all phases of the Work to maintain a neat and clean workspace environment. Any specific requests for cleaning will be listed in the Scope of Work.
- 1.6. Contractor will comply with the EPA's *Lead Renovation, Repair, and Painting (RRP) Rule – Work Practice Requirements* when lead-based paint is present.
- 1.7. Where new paint or other materials are to be matched to original paint or other original materials, the Contractor will make reasonable effort to do so using standard paint or materials but does not guarantee a perfect match. The blending or matching of existing paint, materials, or finishes are acknowledged and agreed to be imperfect. No custom materials or custom-milled materials will be used unless specifically provided for in this Contract.
- 1.8. With consultation and prior notice to the Client, the Contractor may substitute materials that are equal in quality to those specified in this Contract. Any minor variations between plans and actual site conditions discovered after the start of Work will be amended and revised at the Contractor's sole discretion.
- 1.9. The standard of care for Contractor's Work will be defined by the *Painting Contractors Association Industry Standards*, published by the Painting Contractors Association ("PDCA") in cooperation with FCA International, or, if not covered under the PDCA standards, the standard of care will be that expected of a contractor performing services under similar circumstances.
- 1.10. "Substantial Completion" is hereby understood and accepted by both the Client and the Contractor to mean when the bulk of the project has been completed. Substantial Completion occurs on the date when the Work is sufficiently complete in accordance with this Contract so that the Client(s) can occupy or use the Work or designated portion thereof, for its intended use.

2. CHANGES TO SCOPE OF WORK

- 2.1. A Change Order is defined as "any modification to the Contract, which changes the cost, materials, Work to be performed, or estimated completion date." The Parties, without invalidating the Contract, may change the Work to be performed by adding, deleting, or modifying this Contract through issuing a Change Order. All Change Orders must be in writing and signed by all Parties. All Change Orders will become a part of the Work described within this Contract. All terms and conditions of this Contract will apply to any Change Orders.
- 2.2. In calculating the Change Order amount (deduction or addition) to the Total Project Price, Contractor may consider order cancellation charges incurred and labor and operating costs expended in performing the change.
- 2.3. Carpentry repairs and installations, Light Plumbing, Tiling, and Electrical ("Special Trades") work not included in the current Work will be conducted with Client's prior approval based on time and materials and will be processed separately as a Change Order.
- 2.4. Carpentry work will include spot priming and single coating of repaired areas to ensure full and even coverage with the final top coating as provided by the Scope of Work. The labor rate is \$75 per hour for Special Trades and \$60 per hour for Painters.
- 2.5. All additional material required will be billed to the Client based on the supplier's invoice plus an additional 35%.
- 2.6. At the sole discretion of the Contractor a single trip fee of \$150 will be assessed to subsidize material acquisition, time, and fuel.
- 2.7. Client will approve and sign off on any Change Order and the Change Order will be due and payable upon invoicing.
- 2.8. Documented industry-wide price changes and material shortages affected by sudden and substantial price increases (over 1% more than normal costs) of materials or products due to certain circumstances, including but not limited to, governmental policies, tariffs, strikes, public health emergencies, including COVID-19, supply chain shortages, or natural disasters affecting the availability of such materials will be charged as a Change Order. Client bears the risk of being charged for such documented and substantial price increases. Contractor cannot and does not guarantee availability of any materials regardless of early or special ordering.

3. PAYMENTS

- 3.1. Client will make payments to the Contractor in accordance with the payment schedule in "Attachment B". All payments are due within thirty (30) calendar days from when Client receives an invoice from Contractor.
- 3.2. Final payment, constituting the entire unpaid balance of the Total Project Price, will be made by the Client to the Contractor at Substantial Completion.
- 3.3. Credits that result from Change Orders will be deducted from the final payment. Contractor reserves the right to postpone the Work specified in the Change Order until payment for the change has been received.
- 3.4. Client waives all rights to set off and will not be entitled to withhold payment of any amount due for any reason whatsoever.

- 3.5. Any amount not paid Contract when due in accordance with the terms of this Contract will incur a late fee of six percent (6%) of the amount then due and payable including any previously outstanding balances.
- 3.6. Returned checks will incur a \$45.00 charge per check, and the charge will be due upon return of the check. A replacement check must either be a certified check or a cashier's check.

4. TIME AND SCHEDULE

- 4.1. Contractor will in its sole and absolute discretion specify the order, phases, and progression of Work to be completed. Any request or requirement by the Client to perform Work in a different order or progression that results in an additional cost (for example, overtime charges from employees or subcontractors) will be billed accordingly to the Client as a Change Order. Any such deviation in the progression of Work by the Client will result in added days to the completion date, as deemed appropriate by the Contractor.
- 4.2. All starting and completion dates are approximate and subject to delays caused by circumstances and conditions beyond Contractor's control. Contractor will not be responsible or liable to Client for delays in the commencement or completion of the Work including but not limited to the following: (a) the acts of Client or its agents or employees or those claiming under agreement with or grant from Client; or by (b) the acts of God which Contractor reasonably could not have foreseen and/or provided solutions against; or by (c) stormy or inclement weather which necessarily delays the Work; or by (d) any strikes, boycotts, obstructive actions by employees or labor organizations that are beyond the control of Contractor and which it cannot reasonably overcome; or by (e) extra work requested by the Client; or by (f) Client's decision, indecision, requests, or actions not made in a timely fashion; or by (g) failure of Client to promptly pay for any Work as authorized; or by (h) inability or delays in securing materials through recognized channels (supply chain shortages); or by (i) enactment of any kind by any government or legal authority, which will be added to the time for completion by a fair and reasonable allowance; or by (j) consultations or changes by Client or Government officials that delay the starting of Work, progression of Work, or performance of Work; or by (k) rain or water damage to Client's property; or by (l) acts or omissions of third-parties; or by (m) any delays caused by a pandemic or a public health emergency, including the COVID-19 pandemic.
- 4.3. Should Work be stopped for more than 30 days in accordance with this section, either Party may terminate this Contract, and Contractor will collect payment for all Work completed to that point, plus overhead and profit of twenty-five percent (25%) of the remaining amount of the Total Project Price.

5. ACCESS AND STORAGE

- 5.1. Contractor will be allowed free and unencumbered access to the project location to work between 7:00AM and 7:00PM, unless otherwise agree to by Contractor and Client herein.
- 5.2. Client will provide the necessary keys, permits, fobs, or passes to access the project location.
- 5.3. For the duration of this project, a safety perimeter, as determined by the Contractor in its sole discretion, around the Work area will be set aside as the "Job Site," and Client is responsible for the safety of those under Client's responsibility. Client will not enter the Job Site without express permission from the on-site representative of the Contractor. Client will ensure that all guests, licensees, contractors, employees, and any other agent of the company are in a safe and secure area away from all construction areas and protect them or restrict them from the Job Site and all construction employees for the duration of the project. Contractor will not be liable for damages to people, animals, or things entering the Job Site not affiliated with the Contractor.
- 5.4. Contractor may store tools, materials, and equipment on the Job Site in a manner it deems fit.
- 5.5. Client will remove all furniture, equipment, wall hangings, signage, and personal items from any area or areas where Work will occur. Client assumes responsibility for replacement of lost or damaged items that are not removed from affected areas or areas that the Contractor or anyone it employs must access to perform Work. Should Contractor be required to move any items, Client will be billed at \$50.00 per hour, though Contractor will not assume liability for items damaged while moving. If the Work contains exterior work, Client must move all property at least twenty (20) feet away from the structure. Client is responsible for replacement of lost or damaged items that were not removed in accordance with this Contract. If Contractor or its subcontractors are required to move Client's items, Client releases Contractor for any liability for damages that occurs.
- 5.6. Client must ensure all renovation and construction work is complete and no machinery or equipment is in the area(s) to be painted.
- 5.7. Client must provide parking for three (3) of the Contractor's work vehicles.
- 5.8. Client must remove or cut back all grass, shrubs, and debris to allow Contractor unimpeded access to the areas where Work will be performed.
- 5.9. Client will provide one central point of contact for Contractor and Contractor's on-site representative. This point of contact must be available during all reasonable working hours.

6. UTILITIES

- 6.1. Contractor will have the use of the existing water, electric, gas, toilet, and any other utility on the project. Client represents that all utilities function. If the utilities do not function, Client will be responsible for any costs to bring utilities to the site. All costs, utility fees, and charges for using these facilities and utilities will be paid by the Client.

7. LIMITATIONS

- 7.1. Client will not have any other contractors working on the site during this project without the prior written approval of the Contractor.
- 7.2. Client agrees not to directly communicate with or have any work performed directly by any of Contractor's subcontractors or employees during this project without the prior written approval of Contractor. Client agrees not to directly communicate with or have any work performed by any of Contractor's subcontractors or employees for a period of twenty-four (24) months after this Contract's completion and final payment. Client will only communicate with the Contractor's on-site representative and not any laborers, subcontractors, suppliers, or materialmen.
- 7.3. Subcontractors do not have the authority to bind the Contractor or change the Work, costs, or any other terms of this Contract
- 7.4. If necessary, Client agrees to the placement of a dumpster in the parking lot, driveway, or the street. Contractor will not be held responsible or liable for depressions or damage to the driveway or parking lot that results from the dumpster and/or the delivery trucks. Contractor will be responsible for the removal of all debris. The dumpster is for the sole use of the Contractor and will not be used for Client's debris or trash of any kind. If the Client opts to have the dumpster placed in the street, a right of way permit will need to be obtained from the local governing body. Client agrees to pay the related permit fees.
- 7.5. Client is responsible for removal of all blinds, drapes, or any other window treatments prior to Work commencing. Contractor will not be held liable for damage to any of these if not removed prior to Work commencing. Contractor will not reinstall, replace, or fix any blinds, drapes, or any other window treatment. Client agrees to hold Contractor harmless for any damage that may occur to blinds, drapes, or any other window treatments during its removal and the Work.
- 7.6. Contractor is not responsible for one-coat paint coverage when the Client requests a color change. Contractor recommends a minimum of two coats.
- 7.7. Contractor is not responsible for verifying colors selected by the Client. (A sample is recommended).
- 7.8. Contractor is not responsible for any existing damage, including but not limited to cracks, water leaks, or water damage.
- 7.9. Contractor is not responsible for color fading, painting of varnished or metal surfaces, painting of horizontal surfaces which, by virtue of their design, permit moisture to collect, including, but not limited to, decks, exterior railings, exterior stairs, porches, roofs, and gutters.
- 7.10. Contractor is not responsible for exact paint matches as environmental conditions will affect the color and finish of all paints over time.
- 7.11. Contractor is not responsible for any repairs which are necessitated because of a defect in the paint regardless of whether the paint was supplied by the Contractor or the Client.
- 7.12. Contractor is not responsible for "bleeding" caused by knots, rust, or cedar.
- 7.13. Contractor is not responsible for any peeling, blistering, or chipping where any of the following materials or conditions are present:
 - 7.13.1. Cedar wood;
 - 7.13.2. Ordinary wear and tear;
 - 7.13.3. Abnormal use or misuse;
 - 7.13.4. Peeling of paint existing prior to the work of Contractor;
 - 7.13.5. Structural defects;
 - 7.13.6. Settling or movement of the structure or foundation of the Premises;
 - 7.13.7. Excessive moisture;
 - 7.13.8. Abrasion, mechanical damage, abrasive cleaning, abuse, or damage resulting from use of chemicals or cleaning agents or exposure to harmful solids, liquids, or gases.
 - 7.13.9. Damage or defects caused in whole or in part by reason of fire, explosion, flood, acts of God, extreme weather conditions, misuse, alterations, abuse, vandalism, negligence, or any other similar causes beyond the control of Contractor.
 - 7.13.10. Insufficient insulation behind walls (typically applicable to exterior plastered walls/ceilings); Close vicinity to heat sources (e.g., radiators, fireplaces).
- 7.14. Contractor is not responsible for cracks in drywall, plaster, or wood.
- 7.15. Contractor does not guarantee complete removal of old layers of paint. Older paint materials fail at an accelerated rate from the new paint materials, and the topcoat of paint is only as good as the weakest layer of paint and the condition of the substrate. Client will not hold Contractor responsible for older materials failing.
- 7.16. Client will not hold Contractor responsible for unforeseen conditions that occur during or after the Work.
- 7.17. **To the extent that Contractor is liable to Client for any damages pursuant to the Work performed under this Contract or breach thereof, in no event will the total measure of Client's damages exceed the total amount paid by Client to Contractor under this Contract.**

8. DISPUTE RESOLUTION

- 8.1. Client will be in default under this Contract in the event that any of the following occurs: (a) Client fails to pay any payment, in full, under the payment schedule; (b) Client fails to provide full access to Contractor to the project site to perform the Work described herein; (c) filing any bankruptcy action or becoming insolvent; or (d) any other failure of Client to fully comply with the terms and conditions of this Contract.
- 8.2. Client agrees that in the event of default, Contractor has the right to enter the property and remove the materials within ten (10) days after being notified of the default.

- 8.3. If Client defaults and Contractor has completed all Work, Client will pay Contractor the Total Project Price listed in this Contract.
- 8.4. If Client is in default and Work has begun or materials have been ordered, Client will pay to Contractor, within five (5) days from the date that Contractor notifies the Client of the default, the total value of all Work performed and materials ordered, plus twenty-five percent (25%) of the remaining Total Project Price as liquidated damages.
- 8.5. If Client is in default and Work has not begun nor materials been ordered, Client will pay to Contractor, within five (5) days from the date that Contractor notifies the Client of the default, twenty-five percent (25%) of the Total Project Price as liquidated damages.
- 8.6. Client and Contractor agree to the above liquidated damages they believe are fair and not a penalty, due to the difficulty in assessing the damage of default, breach, or cancellation of this Contract.
- 8.7. If Contractor pursues or successfully defends any legal action to enforce any provision of this Contract, then Contractor will be entitled to, in addition to its damages, all of Contractor's expenses, including Contractor's reasonable attorney's fees, expert witness fees, and costs incurred in pursuing any amount owed or seeking to enforce this Contract in any way.
- 8.8. Starting on the date of default, Contractor will charge interest on any amount due at a rate of one and one half (1.5%) percent per month (18% per annum).
- 8.9. Contractor will be released from its obligation to provide any warranty work while Client is in default. All tools and equipment remain the property of the Contractor and can be removed from the job at any time.
- 8.10. **Neither Party will seek or recover any consequential, punitive, special, or incidental damages related to this Contract, or the Work performed. This mutual waiver includes a) damages incurred by Client for loss of income, lost profit, additional costs for financing, loss of business, damage to reputation, mortgage interest, and rental costs; and b) damages incurred by Contractor for loss of financing, loss or damage to business or reputation, for loss of profit except anticipated profit arising directly from the Work and rental costs. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Contract.**
- 8.11. Contractor will have the right to stop Work and keep the job idle if the Client is in default. In the event of Work stoppage for any reason, Client must provide protection of and be responsible for any damage or loss of materials on the premises. Contractor will not be responsible for any damage if Work stops in accordance with the Contract.
- 8.12. **Each Party irrevocably waives their right to trial by jury.**

9. ADVERTISING

- 9.1. Contractor may, at its discretion, provide prospective customers with the location, a brief project description, and budget regarding this Contract and Work. Client agrees to such disclosure.
- 9.2. Contractor reserves the right to photograph or video any Work, in part or in entirety, and owns the copyright on the photographs and video. Contractor reserves the right to use the photographs and videos in any marketing material, advertising, commercials, website, or sales presentation. Client agrees to the taking and use of such photographs and videos. No compensation will be provided to the Client for such photographs or videos.

10. INSURANCE

- 10.1. Client agrees and understands that it is Client's responsibility to review Client's insurance policy in relation to this Contract. Materials and/or equipment become the responsibility of the Client once installed on Client's premises. Client agrees that Client has adequate insurance on the premises to cover rain, fire, theft, accident, or an act of God.
- 10.2. Contractor agrees to provide workers' compensation and liability insurance for the Work.
- 10.3. Client covenants that it carries Workmen's Compensation insurance on all its employees and all policies are current and valid. In addition, Client covenants it carries commercial general liability and property damage insurance, and any such policy is current and valid. Client agrees to ensure all policies will remain in effect for the duration of the Work.

11. INDEMNIFICATION

- 11.1. Client agrees to indemnify, defend, and hold Contractor harmless against all suits, actions, loss, damage, liability, and expenses, including attorney's fees, expert witnesses, and court costs for any injury or harm to persons or property resulting from Client's breach of this Contract or Client's negligence, omissions, or intentional acts. The Client will not indemnify, defend, and hold Contractor harmless for any injury or harm caused solely by Contractor's negligence.

12. HAZARDS

- 12.1. It will be the Client's responsibility to evaluate their environmental health hazards and, with assistance from the Contractor, determine which materials may require special treatment.
- 12.2. Contractor is not required to perform any work relating to any hazardous materials, including but not limited to, asbestos, lead-based paint, and polychlorinated biphenyl (PCB).
- 12.3. Client represents they are not aware of any hazardous material or toxic waste or substance on its property.
- 12.4. Contractor will not be responsible for removing, remediating, or disturbing any hazardous material or toxic waste or substance. Contractor will not be liable for damage or loss from hazardous materials or toxic wastes or substances. Client will be responsible for promptly remediating and removing all hazardous material and toxic waste or substances.

13. LABOR WARRANTY

- 13.1. Contractor provides the following labor warranty on the Work as described in this Contract. The extent of liability under this limited warranty is limited to repair of defects in workmanship provided by Contractor i.e., peeling, blistering, or chipping paint. Some materials may carry additional warranties by the manufacturer for extended periods of time. All materials are provided "as is" and are not covered by this labor warranty. This limited warranty is extended to the Client during the coverage period. This warranty may not be transferred by the Client to any subsequent individual client of the structure, purchasers of assets, assigns, or any parent or subsidiary corporations.
- 13.2. This warranty period begins at Substantial Completion as defined in this Contract. The warranty period is two (2) years from the date of Substantial Completion. Payment of all amounts due under this Contract is a condition precedent to the Client's right to enforce this warranty. If full payment for the Work listed in this Contract has not been paid by the Client, this warranty is **VOID**. Liability under the warranty is limited to the original cost of the defective Work.
- 13.3. To enforce this warranty, Client will promptly, but no later than three (3) business days after a covered warranty event arises and no later than the last day of the warranty period, notify Contractor in a detailed writing of the specific item or items that are believed to be covered by this warranty. After receipt of written notice, Contractor will respond to such warranty request within five (5) business days. If Contractor finds, in its reasonable judgment, that the item(s) requiring attention are covered by this warranty, it will proceed to repair the defective workmanship, at its sole cost and expense, except to the extent it finds that such repairs have been made necessary by the negligence or intentional misconduct of Client, or any party or parties associated with Client. Contractor will have a minimum of sixty (60) days to perform the warranty work.
- 13.4. **Failure to provide timely notice to the Contractor will void the warranty.**
- 13.5. Any such repair necessitated and covered by this warranty will be completed by the Contractor.
- 13.6. Contractor does not assume responsibility for any of the following, all of which are excluded from the coverage of this limited warranty:
 - 13.6.1. Any materials supplied by the Client. If Client-supplied materials fail in any way, any resulting repair or replacement of defective materials and any damages caused by these defective materials will be performed by the Contractor if authorized by written additional work order signed by the Client and the Contractor. The Client agrees to pay the Contractor the additional direct costs for labor and materials for the additional work orders, all associated overhead and operating expenses, and a contractor fee of 20% of the total work order costs.
 - 13.6.2. This warranty does not cover "normal wear and tear," acts of God and nature, deterioration, maintenance, or negligence of the Client.
 - 13.6.3. This warranty is strictly limited to Work performed under this Contract. Items under the Contract require regular maintenance. Any damage or injury resulting from Client not properly performing maintenance is excluded from this warranty.
 - 13.6.4. Discoloration of materials due to exposure to the sun and weather conditions.
 - 13.6.5. Insect or pest damage of any nature.
 - 13.6.6. This warranty will be void and will not apply to any Work that was originally performed by Contractor, but which was subsequently repaired or modified by an individual or entity other than Contractor or its authorized representative.
 - 13.6.7. Contractor makes no representations regarding, nor does it warrant, work performed by anyone other than the Contractor's employees and subcontractors.
 - 13.6.8. Contractor's warranty does not apply to any damage or loss resulting from extreme weather exposure, misuse or abuse by others, or any conditions over which the Contractor has no control.
- 13.7. Repairs furnished under this warranty will not carry a new warranty but will carry only the unexpired portion of the original warranty provided.
- 13.8. The warranties described above will be the sole and exclusive warranties granted by Contractor and will be the sole and exclusive remedy available to Client. Correction of defects, in the manner and for the periods of time described herein, will constitute complete fulfillment of all liabilities and responsibilities of Contractor to Client and will constitute full satisfaction of all claims or causes of actions, whether based on contract, negligence, strict liability or otherwise. **Other than the warranties contained in this Contract, Contractor disclaims, and the Client agrees, any implied warranties are waived, including but not limited to, the implied warranty of merchantability, the implied warranty of workmanship and materials, the implied warranty of fitness for a particular purpose, and any other warranty implied by law.** Contractor will not be liable for consequential, punitive, special, incidental damages, or damages caused by the defective workmanship to other portions of the residence.
- 13.9. This warranty contains the entire warranty between the Parties. This warranty supersedes all other written or oral warranties.

14. MISCELLANEOUS

- 14.1. This Contract constitutes the entire agreement of the Parties and neither they nor their agents will be bound by any terms, conditions, or representations discussed in previous negotiations but not written herein. This Contract supersedes all other written or oral contracts.
- 14.2. Addendums to this Contract will not be binding unless in writing and signed by Client and Contractor.
- 14.3. Client represents that they own the property, or otherwise has the authority and consent of the owner to have the Work performed. Client warrants that they have the authority to bind the owner of the property to this Contract, if Client is acting on behalf of another party or owner of the property.

- 14.4. If any provision of this Contract is invalidated by a court of competent jurisdiction, then all the remaining provisions of this Contract will continue unabated and in full effect.
- 14.5. Title or section headings are for convenience only and will not affect the construction of any provision of this Contract.
- 14.6. This Contract is binding upon the heirs, executors, administrators, successors and assigns of the Client.
- 14.7. This Contract is governed by the laws of the Commonwealth of Virginia.
- 14.8. The appropriate venue for all disputes under, or arising from, this Contract will be the courts with appropriate jurisdiction in Fairfax County, Virginia or the Federal District Court for the Eastern District of Virginia.
- 14.9. This Contract will be deemed jointly drafted by the Parties and any ambiguity will not be interpreted against either Party.
- 14.10. The Parties agree that this Contract and any change orders may be executed through an electronic signature/online digital signature service, such as "DocuSign", and any such execution by a party by such electronic signature will be valid, effective, and binding upon the party executing. This Contract and any change orders may be executed in counterparts, each of which will be an original document, and all of which together will constitute a single instrument. The Parties may deliver such counterparts by facsimile and/or e-mail transmission, which will be binding. Execution and delivery of an executed counterpart of this Contract and any change orders and/or a signature page of this Contract and any change order by telecopier, facsimile, electronic image scan transmission (such as a "PDF" file) or through an electronic signature service (such as DocuSign) will be valid and effective as delivery of a manually executed counterpart of this Contract and any change order. Photocopies of this Contract and change order will be deemed valid and an original.
- 14.11. Where appropriate to the context of this Contract, use of the singular refers to the plural, use of the plural to the singular, and the use of a gender includes all genders.

IN WITNESS WHERE OF, Client acknowledges receipt of a completed copy of this Contract on the day and year written below and agrees to the terms and conditions contained herein. The date next to the Client(s) signature will be deemed the transaction date. I/WE have read, understand, and accept the terms included in this Contract.

DATE: _____

SIGNATURE: _____
[Client Name], [Title]

DATE: _____

SIGNATURE: _____
Representative, CertaPro Painters of Arlington

Attachments included and incorporated into this Contract:

Attachment "A"- Scope of Work

Attachment "B"- Payment Schedule

ATTACHMENT “A”

SCOPE OF WORK:

Included Items

<ul style="list-style-type: none"> ✓ Basketball court <ul style="list-style-type: none"> a. Walls – CMU b. Service doors/frames c. Closet interior (1) ✓ Main lobby <ul style="list-style-type: none"> a. Ceiling b. Walls c. Crown moulding d. Baseboards e. Window frames f. Door frames g. Closet interior (1) ✓ First floor hallway <ul style="list-style-type: none"> a. Ceiling b. Crown moulding c. Walls d. Baseboards e. Window frames f. Door frames g. 6 panel doors/frames ✓ Side lobby (Great Room area) <ul style="list-style-type: none"> a. Ceiling b. Walls c. Baseboards d. Door frames e. Window frames ✓ First floor rear hallway towards the bathrooms <ul style="list-style-type: none"> a. Ceiling b. Walls c. Baseboards d. 6 panel doors/frames ✓ Bathroom – men <ul style="list-style-type: none"> a. Ceiling b. Walls c. Service door/frame ✓ Bathroom – women <ul style="list-style-type: none"> a. Ceiling b. Walls c. 6 panel door/frame ✓ Great room <ul style="list-style-type: none"> a. Ceiling – drywall b. Walls – painted panels/drywall 	<ul style="list-style-type: none"> c. Door frames d. Window frames e. Baseboards f. Server room/closet g. Storage closet ✓ Kitchen <ul style="list-style-type: none"> a. Ceiling b. Walls c. Baseboards d. Door frames ✓ Rear stairwell <ul style="list-style-type: none"> a. Ceiling b. Walls c. Window frames d. Door frame e. 6 panel doors/frames f. Baseboards/stringers g. Handrails ✓ Second floor hallway <ul style="list-style-type: none"> a. Ceiling b. Walls c. Baseboards d. 6 panel doors/frames ✓ Second floor storage room (near the rear stairwell entry) <ul style="list-style-type: none"> a. Ceiling b. Walls c. Baseboards d. Window frame e. 6 panel door/frame ✓ Conference room <ul style="list-style-type: none"> a. Ceiling b. Walls c. Baseboards d. Door frame e. Window frames ✓ Steve’s office <ul style="list-style-type: none"> a. Ceiling b. Walls c. Window frame d. Baseboards e. Door frame ✓ Angel’s office 	<ul style="list-style-type: none"> a. Ceiling b. Walls c. Window frame d. Door frame e. Baseboards ✓ Henderson room <ul style="list-style-type: none"> a. Ceiling b. Walls c. Baseboards d. Window frames e. Door frame ✓ Main office <ul style="list-style-type: none"> a. Ceiling b. Walls c. Baseboards d. Window frames ✓ Bathroom by main office <ul style="list-style-type: none"> a. Ceiling b. Walls c. Door/frame ✓ Center stairwell next to main office <ul style="list-style-type: none"> a. Ceiling b. Walls c. Chair rail d. Baseboards/stringers e. Spindles ✓ Second floor elevator lobby <ul style="list-style-type: none"> a. Ceiling b. Walls c. Baseboards ✓ Fitness center <ul style="list-style-type: none"> a. Ceiling b. Walls c. 6 panel doors/frames d. Window frames ✓ Stairwell <ul style="list-style-type: none"> a. Ceiling b. Walls – CMU c. Baseboards/stringers d. Handrails and railings e. 6 panel door/frame
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Excluded Items

- ✖ Basketball court ceiling
- ✖ Aluminum/vinyl maintenance free windows
- ✖ Aluminum doors/frames
- ✖ Doors – stained
- ✖ Bathroom hallway – recently renovated
- ✖ Bathroom stalls
- ✖ Tile base
- ✖ Cabinets
- ✖ Walls behind modular desks/furniture that cannot be moved
- ✖ Ceiling beams – wood/stained
- ✖ Stained panel walls in the great room
- ✖ Vinyl cove base
- ✖ Any areas/surfaces not listed in the Included items and/or Special Notes
- ✖ Any previously unpainted areas/surfaces

SET-UP TO BE DONE:

Client to:

- ✓ Notify residents/tenants/staff/building security of painting schedule
- ✓ Remove small and fragile objects
- ✓ Clear off desktops/tabletops/countertops
- ✓ Clear off shelves
- ✓ Remove all wall decorations – leave wall anchors/hooks/nails in the wall if you plan to re-hang in the same spot
- ✓ Movable furniture/equipment to center of room – this for furniture that you do not want the painters to handle
- ✓ Unplug electronic equipment like computers, printers, scanners, monitors from the wall outlet.
- ✓ Move planters to spot away from the painters
- ✓ Empty closets/bookshelves
- ✓ Provide access to a working water source/spigot
- ✓ Provide access/use of a working bathroom, CertaPro painters will respect your property and keep bathrooms clean as they found them
- ✓ Provide a spot on the property for paint/supplies/ladder storage overnight
- ✓ Provide parking for 2-3 painter vans
- ✓ Provide a key and building fob where needed

CertaPro will cover and protect: (INTERIOR TABLE)

- ✓ Vents/returns, signs, light fixtures, door handles of doors to be painted
- ✓ Floors
- ✓ Furniture
- ✓ Cabinets/Fixtures
- ✓ Cove molding

PREPARATION TO BE DONE: (INTERIOR TABLE)

- ✓ Remove switch/cover plates
- ✓ Scrape off loose or cracked paint
- ✓ Wash/wipe down to-be-painted trim (doors, door frames, metal rails) surfaces of hand grease/oil stains – use deglosser
- ✓ Fill cracks and holes in TO-BE-PAINTED areas as needed
- ✓ Caulk gaps and holes in TO-BE-PAINTED woodwork as needed
- ✓ “Tape and 45” moving cracks and joints in TO-BE-PAINTED areas
- ✓ Scuff sand surfaces in TO-BE-PAINTED areas – purpose of the scuff sanding is to de-gloss the surface for better paint adhesion, not to be confused with sanding with a handheld sander that will remove top layers of paint
- ✓ Seal stains
- ✓ Spot prime bare and new work
- ✓ Any drywall replacements will be performed on a Time and Material basis

CLEAN UP:

To be completed in full daily in each room so as to allow customer access. The drop cloths, tools and ladders to be placed in determined location by the customer for safety. The only time cleanup is not completed in full is if the customer has agreed to allow us to leave the room in a certain state so as to allow for more efficient production.

PRIMER TABLE: Spot as needed or as prescribed in paint table		
Surface Type/Area	Primer	Purpose
Masonry/concrete	Loxon concrete and masonry primer	To seal surface against flashing and peeling.
Metal - ferrous	Kem Bond HS High Solids Alkyd Universal Metal Primer	To prevent further damage from rust and aid surface strength to allow for good bonding.
Metal - galvanized	Pro-Cryl Universal Acrylic Primer for Galvanized Metal and Aluminum	To prevent further damage from rust and aid surface strength to allow for good bonding.
Drywall/Plaster	Multi-purpose Interior/Exterior Latex Primer/Sealer	To promote strong intercoat adhesion, seal stains and low VOCs.
Wood	Multi-purpose oil-based or alkyd primer	To seal bare substrate so as to allow proper finish coat "bite" for best intercoat adhesion.

PAINT TABLE:					
Areas	Surface	Manufacturer	Paint Type	Color	Coats
Interior rooms/areas of the clubhouse	Ceilings	Sherwin Williams	Flat sheen Promar Ceiling	White	One
	Walls in the offices, closets, storage rooms, conference room, Henderson room	Benjamin Moore	Flat sheen SuperHide ZERO VOC	Match existing	Two
	Walls in the basketball court, main lobby, hallways, stairwells, bathrooms, kitchen, great room, fitness center	Benjamin Moore	Eggshell sheen SuperHide ZERO VOC	Match existing, TBD for the Fitness Center/Kitchen	Two
	Walls – OPTION 3 UPGRADE	Benjamin Moore	Matte sheen Ultra Spec Scuff-X	Match existing, TBD for the Fitness Center/Kitchen	Two
	Crown moulding, Chair railing, Baseboard moulding, Doors/frames – wood	Benjamin Moore	Semi-gloss sheen SuperHide ZERO VOC	White	One
	Doors/frames – metal, Handrails/railings	Sherwin Williams	Semi-gloss sheen Pro Industrial Waterbase Alkyd Urethane	White	One

COATS COLUMN KEY/LEGEND:	
One	Proposal includes 1 top coat by default. <i>(This works when paint product, sheen, and color are an exact match to existing paint. If coverage is not satisfactory, we strongly recommend a second coat of paint.)</i>
Two	Proposal includes 2 top coats by default. <i>(Two coats of paint works for most paint color changes, however, any drastic change – i.e., white to black, or vice versa – requires a primer base coat which is not included with this Two coats of paint.)</i>
P+1	Full primer application plus 1 top coat.
P+2	Full primer application plus 2 top coats.

PROJECT DETAILS:



Basketball court

Included: Walls, doors/frames, window frames

Excluded: Windows, ceilings, cove base



Main lobby

Included: Ceiling, walls, crown moulding, baseboards, door frames, window frames

Excluded: Stained doors, windows

Client is responsible for storing planters out of the areas to be painted, clear off table/desktops



Excluded: Aluminum doors/frames, aluminum/vinyl windows



Main lobby storage closet

Included: Ceiling, walls, baseboards, door frame

Client is responsible for clearing out the closet. Clear off shelves. Remove wall signs.



Main lobby

Included: Ceiling, crown moulding, doors/frames, door frames, baseboards, walls

Excluded: Do not paint the hallway into the bathrooms that were recently renovated



Ceilings cracks will be patched or taped as needed before painting. Vent covers, light housing will not be removed for the painting.



First floor hallway

Included: Ceiling, crown moulding, walls, baseboards, window frames, doors/frames



Holes will be patched as needed. Drywall cracks will be patched or taped as needed. Cracks along moulding like crown, chair or baseboards will be caulked.



Side lobby

Included: Ceiling, walls, baseboards, door frames

Client is responsible for remove wall artwork. Leave hooks, nails or anchors on the walls if you plan to rehang in the same spot. If you are planning to remove, please remove the anchors or indicate with a note so that painters can remove the nail/anchor and patch the holes.



Bathrooms

Included: Ceiling, walls, door/frame



Drywall cracks or peeling paint will be scraped, patched, spot primed as needed.



Great room

Included: Ceiling, walls, baseboards, painted panel, door frames, window frames



Drywall ceiling in the great room will be painted.

Excluded: Wood panels and beams that are stained



Great room storage closet

Included: Ceiling, walls, baseboards, door frame



Great room server closet

Included: Ceiling, walls, baseboards, door frame



Kitchen

Included: Ceiling, walls, accent walls/backsplash, door frames



Excluded: Stained doors, Mark's office



Stairwell

Included: Ceiling, walls, baseboards/stringers, handrail, window frames, doors/frames
Client is responsible for clearing out stored furniture.



Stairwell will closed off from use while painters are working.



Second floor hallway

Included: Ceiling, walls, baseboards, doors/frames
Excluded: Stained doors



Storage room

Included: Ceiling, walls, window frames, baseboards, door/frame
Client is responsible for clearing out this room



Conference room

Included: Ceiling, walls, window frames,
baseboards, door/frame



Office

Included: Ceiling, walls, window frames, baseboards,
door/frame

Client is responsible for clearing out the desktop,
unplug electronic equipment, clear off the bulletin
boards or remove wall decorations.



Henderson room

Included: Ceiling, walls, window frames,
baseboards, door/frame



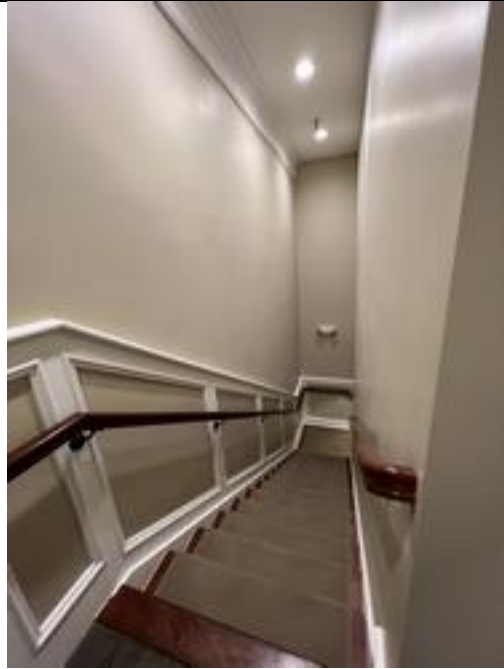
Wall plates that are painted will be painted over.



Main office

Included: Ceiling, walls, window frames,
baseboards

Excluded: Walls or baseboards that are hidden
behind modular desks.



Stairwell

Included: Ceiling, walls, chair rail,
baseboards/stringers

Excluded: Stained handrails



Cracks along the trim will be checked over and
caulked as needed.



2nd floor elevator lobby

Included: Ceiling, walls, baseboards, doors/frames

Excluded: Elevator door/frame



Fitness Center

Included: Ceiling, walls, window frames,
door/frame

Excluded: Vinyl cove base, walls behind mirrors

Any help to move gym equipment is greatly
appreciated. Client is responsible for unplugging
all electronic equipment.



Mirrors are not being removed for this project.



Stairwell

Included: Ceiling, walls, metal railings, stringers,
doors/frames



Excluded: Previously unpainted surfaces

ATTACHMENT “B”

(Payment Schedule)

FINAL PRICING:**Price includes labor, paint, and materials:**

OPTIONS	DESCRIPTION	OPTION PRICE	INITIAL SELECTED OPTIONS
1	Prep and paint the following areas in the clubhouse: <ul style="list-style-type: none"> Basketball court, main lobby, 1st floor hallway, side lobby, first floor rear hallway, bathrooms (3 count), stairwells (3 sets), great room (server room, and storage closet), kitchen, second floor hallway, storage room, conference room, Steve’s office, Angel’s office, Henderson room, main office, second floor elevator lobby Two coat application on walls Wall paint system: Benjamin Moore, SuperHide ZERO VOC Paint sheen/finish on walls with little foot traffic: Flat in all offices, rooms, closets Paint sheen/finish on walls with high foot traffic: Eggshell in bathrooms, main lobby, hallways, basketball court, stairwells, great room, kitchen 	\$18,672.00	
2	Prep and paint the fitness center <ul style="list-style-type: none"> Two coat application on walls Wall paint system: Benjamin Moore, SuperHide ZERO VOC Paint sheen/finish on walls with high foot traffic: Eggshell 	\$3,931.00	
3	Wall paint upgrade for option 1 areas <ul style="list-style-type: none"> Wall paint system: Benjamin Moore, Scuff-X, Matte Sheen 	\$3,561.00	
4	Wall paint upgrade for option 2 <ul style="list-style-type: none"> Wall paint system: Benjamin Moore, Scuff-X, Matte Sheen 	\$573.00	
5	Package discount	-\$1,037.00	
Total Project Price:		\$25,700.00	

Progress Payment Schedule**Payment is due:**

30% of project total Upon signing

70% of project total Upon completion



Cameron Station Community Association, Inc.
Board Decision Request
March 28, 2023

TOPIC: Parking Enforcement and Safety Patrol Services Proposals
Motion 2023-0307

Motion:

"I move to **APPROVE** the **B&B Security** company proposal in the amount of **\$32,448** (\$26/ per hour) to provide parking enforcement and safety patrol services to be expensed from Operating."

Motion: _____

2nd: _____

Summary:

The B&B contract expired on 12/31/2022 and since then the contract has been month-to-month. Management is presenting the proposals for renewing the contract. Attached are all bid proposals and Comparison Matrix.

Parking Enforcement and Safety Patrol Comparison Matrix

Bidders based their parking enforcement and safety patrol service proposal numbers according to the following scope: (*) 3-days a week, (*) 8/hr shifts, (*) vehicle patrol, (*) unarmed staff, (*) weekly reports

	Current vendor - B&B Security - April to December 2022 contract (currently month-to-month)	Current vendor - B&B Security	Virginia Security Service	Blue Raven	K17 Security	Signal 88
Hours per shift	8/hrs per shift (flexible)					
Total shifts	3/days per week					
Total hours per week	24/hrs per week					
Hourly Rate	\$24.76	\$26.00	\$45.00	\$44.22	\$42.75	\$34.01

Contract Term	1-yr
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Total Annual Cost	\$30,900	\$32,448	\$56,160	\$55,193	\$53,352	\$42,445
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VIRGINIA
4114 Legato Road, Suite 200
Fairfax, Virginia 22033

MARYLAND
209 West Street, Suite 302
Annapolis, Maryland 21401



CAMP Recommendation:

Management recommends renewing with B&B Security at \$27.00/per hour.

Budget Considerations:

Parking Enforcement and Safety Patrol Services to be expensed from Operating – Parking Enforcement.



Rate Quote/LOI

Date: March 16, 2023

Customer Name: Cameron Station Community Association

Contact: Angel Robles

Customer Email: arobles@gocampmgmt.com

Please accept this as a confirmation of our interest to provide security services to you. We understand our current intentions to be as follows:

1. Description of Service

B&B Security Solutions will provide:

A. One (1) Unarmed security officer with vehicle to perform security duties in the Cameron Station community. The duties include but are not limited to continuous patrol by vehicle and foot over the entire community, perform parking checks and ticket/tow necessary vehicles, monitor and report any lights and other maintenance issues, and maintain an overall presence in the community.

Duty times: 3 days a week, 8 hr. shifts.

2. Pricing

\$26.00 p/hr

Time and half for 6 major holidays:

Christmas, New Year's Day, Thanksgiving, 4th of July, Memorial Day, and Labor Day

3. Insurance

Once contract has been awarded, customer will receive a COI naming them as an additional insured.

4. Billing and Payments

Invoices will be emailed on the 1st and 15th of the month with NET 15 terms unless other terms have been agreed upon. We accept checks, ACH, or online credit card payments. (Additional fee may apply).



5. Adjustment of Bill Rates

The hourly rates set forth in this agreement shall be in effect for one (1) year, at which time the said bill rate will be subject to adjustment by B&B Security Solutions to reflect increases in actual and government mandated costs for wages, withholding amounts, taxes, assessments, and workers' compensation insurance coverage. After that, on January 1st of each calendar year, the above rate will increase to reflect the cost-of-living percentages increase over the previous year. Should there be any need for any other increase, B&B Security Solutions will provide a 30-day notice by mail and/or appointment.

By and Between:

**B&B Security
Solutions**

Name &
Title

Signature

Date

Customer Name

Agent Name & Title

Signature

Date

DMV PROTECTION LLC

DC MD VA Security Service
8460 Tyco Road, Unit G, Vienna VA, 22182
(703) 991-3309

PROPOSAL

START DATE: 4/1/2023
INVOICE # TBD
FOR: Security Services

TO: Cameron Station
200 Cameron Station Blvd, Alexandria, VA 22304

INVOICE DATE: TBD
SHIFT: 8H
PERIOD: 3 DAYS WEEKLY

DESCRIPTION	TOTAL SHIFTS	TOTAL HOURS	HOURS PER SHIFT	RATE PER SHIFT	RATE PER HOUR	AMOUNT
Parking Enforcement Patrol Officer w/ Patrol Vehicle	3	24.00	8.00	\$360.00	\$45.00	\$1,080.00
Parking Enforcement Patrol Officer w/ Patrol Vehicle - Holiday Rate	0	0.00	8.00	\$540.00	\$67.50	\$0.00
	0	0.00	0.00	\$0.00	\$0.00	\$0.00
	0	0.00	0.00	\$0.00	\$0.00	\$0.00
	0	0.00	0.00	\$0.00	\$0.00	\$0.00
	0	0.00	0.00	\$0.00	\$0.00	\$0.00
Late Arrival Deductions	0	0.00	0.00	\$0.00	\$0.00	\$0.00
SUBTOTAL	3	24.00				\$1,080.00

TAX RATE	0.00%
SALES TAX	\$ -
OTHER	\$ -
TOTAL	\$1,080.00

Make all checks payable to DMV PROTECTION LLC.

THANK YOU FOR YOUR BUSINESS!





Blue Raven, Inc.

Date: 3/16/2023

Attn: Angel Robles

For: Cameron Station

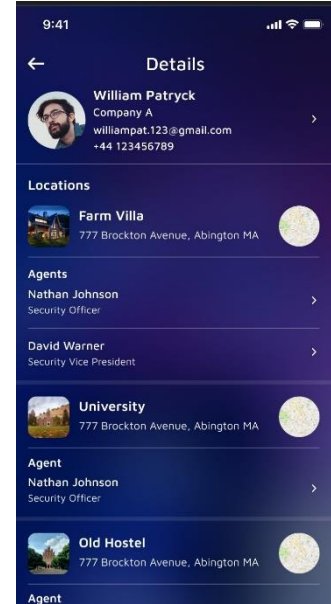
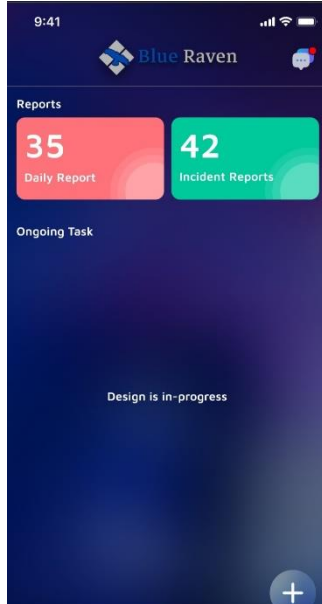
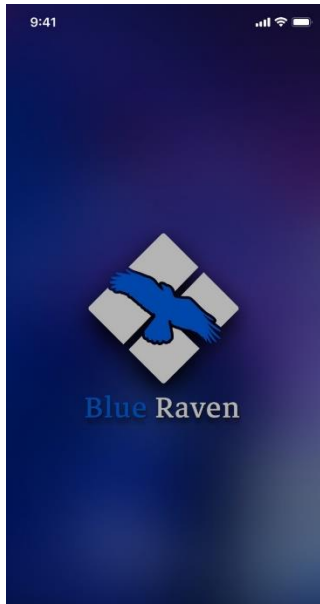
Description: 12-month contract

	Hrs. Yr.	Hourly Rate	Total
Unarmed Security Officers <i>DCJS Registered Unarmed Security Officer</i> <i>3-days per week (Randomized) 7p-3a, 8hr shifts.</i> <i>All officers will have body cameras provide by Blue Raven</i>	1248	\$38.60	\$48,172.8
Reports <i>Monthly crime reports for 1/2-mile radius</i>		\$0	
Patrol Car <i>Marked Patrol Vehicle</i>		Daily Rate \$45.00	\$7,020.00
Total (Est)			\$55,192.8

1. **Holidays:** All Federal holidays shall be billed at 1 ½ times the regular rate for service
2. **Holidays Observed:** Christmas Eve, New Year's Eve, Day after Thanksgiving, shall be billed at 1 ½ times regular rate of service.
3. **Management Fee:** Included in rate of service.
4. **Employee Tracking:** Included in rate of service.
5. **Parking expenses:** Any Parking fees incurred shall be reimbursed by the Client "At Cost"
6. **Additional Insurance:** "At Cost"
7. **Deposit amount:** N/A
8. **Housing:** N/A
9. **Patrol Vehicle:** See above.
10. **Vendor processing and Compliance:** "At Cost"
11. **Tax:** Included in rate of service
12. **Cancellation:** 30-day no cause
13. **Payment terms:** Net 15
14. **Addendums and Cost of Service:** Change in the time, number of hours, Location, or short notice (24 hours) may increase the hourly rate of service at the discretion of Blue Raven, Inc. and must be presented to and approved by Client prior to commencement via phone call then followed up by email.

Sneak Peak of our upcoming App

- Scheduling
- Reports
- Profiles of Officers and who's on duty
- Communications portal for Clients to send messages to on duty officers anytime!
- Clients added (1 per chat site group) so you can see what is occurring.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Campbell Group 4808 Broadmoor Ave SE Kentwood MI 49512		CONTACT NAME: Program Security PHONE (A/C No. Ext): 816-265-1548 FAX (A/C No.): 800-847-3129 E-MAIL ADDRESS: security@thecampbellgrp.com		
INSURED Blue Raven Inc 6969 Richmond Hwy, Ste 200-A PO Box 320112 Alexandria VA 22306		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Conifer Insurance Company		29734
		INSURER B: Progressive Northern Insurance Company		38628
		INSURER C:		
		INSURER D:		
		INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** 2038851161 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CICP017141	10/15/2022	10/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 PROFESSIONAL E&O \$ Included
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			02985826-1	12/10/2021	12/10/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Hired Auto Liability Non-Owned Auto Liability			CICP017141	10/15/2022	10/15/2023	Combined Single Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Verification of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

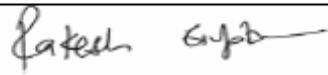
PRODUCER BIBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME: PHONE (A/C, No, Ext): 844-472-0967 E-MAIL: customerservice@biBERK.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: National Liability & Fire Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): 203-654-3613 NAIC #: 20052
INSURED Blue Raven Incorporated 6969 richmond hwy Alexandria, VA 22306		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	N9WC526553	03/25/2022 03/25/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Professional Liability (Errors & Omissions): Claims-Made					Per Occurrence/ Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Blue Raven Incorporated 6969 Richmond Hwy Alexandria, VA 22306	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Commonwealth of Virginia



Department of Criminal Justice Services
certifies that

BLUE RAVEN INC
T/A: BLUE RAVEN INC

has satisfied the licensing requirements for
Private Security Service Business

To provide services for:

BU01 Security Officer Services, BU02 Private Investigation Services, BU03 Armored Car Services, BU04 Security Canine Handling Services,
BU05 Personal Protection Services, BU06 Electronic Security Services, BU07 Detector Canine Handling Services

11-14895

License #

12/31/2023

Expiration Date

Leon D. Baker, Jr.

Director, Licensure and Regulatory Services

SECURITY SERVICES PROPOSAL For CAMERON STATION COMMUNITY ASSOCIATION

Submitted by:



K17 Security

9710 Traville Gateway Dr #383

Rockville, MD 20850

866-989-5517 240-715-4299

INFO@K17SECURITY.COM

<http://www.k17security.com>

Submission Date: March 23, 2023

The information contained in this proposal shall not be disclosed in whole or in part to any third party. This restriction does not limit the right of the recipient to use information contained in this proposal if it can be viewed from another source without restriction. This information may be shared with board members and residents.

Mr. Philbin,

Thank you for the opportunity to submit this proposal. K17 Security has been providing security services since 2007. We have a proven model that works. Our approach to security continues to evolve to ensure we are providing the very best service. We are driven to ensure we always exceed expectations. We are rarely the least expensive security option; however, we are proof that investing in a higher end security firm can yield great rewards. How people feel about a community. The perception of how safe a community is, can often be priceless.

We have a vast amount of experience providing safety and security guidance for similar communities. We are familiar with the common quality of life and nuisance issues and draw from our experience of successful outcomes to assist our clients. Our approach to crime prevention and mitigating security weaknesses has been very successful. The safety of your residents and reputation of the community will always be our focus.

K17 Security is owned and operated by police officers. We are familiar with the relevant crime trends, local laws, typical police response and the unique challenges involved in protecting the people and property of your community. We will be actively looking for solutions and new approaches to any issues our team discovers while patrolling.

What truly sets our team apart, is we really do care. We care about our clients. We care about keeping people safe. We care about making a difference. Honesty and integrity guide everything we do.

The K17 Security team looks forward to the opportunity to prove how our knowledge and experience can be a truly valuable asset to your community.

Respectfully,
Scott Zimmerman
Founder and CEO

How We Take Action

We will hold all of our team accountable and ensure they are all focused on the mission to keep the community safe and do our part to improve the quality of life for the residents. Our officers will provide an electronic Daily Activity Report at the completion of their shift. Which is automatically received by the supervisor. We can use this information to keep the Board updated and work together to formulate the best approaches to problems. This electronic report can be customized to assist with the 12 hour follow-up on parking violations.

We will conduct highly visible foot patrols of the community. Interacting with the residents and ensuring they know how to share information with us. The residents of the community are our biggest asset. We will form relationships, build confidence and learn from them about what concerns they have.

K17 Security is a thriving security firm with a hard-earned reputation for high quality service. Our work ethic, loyalty and dedication to excellence sets K17 Security apart. We pride ourselves on having outstanding customer service, with a commitment to exceed expectations. Additionally, the K17 Security owner and managers are accessible to our clients 24/7. No matter the need, we will do our best to accommodate. We have a vested interest in the success and safety of our clients and endeavor to provide the personal touch.

Our team is current and relevant on best practices within the security industry. We follow the ASIS and ATAP standards and guidelines and regularly attend conferences to meet and train with the appropriate subject matter experts.

We supplement our expertise and personal focus with technology that allows for real-time management of security staff, with customizable reporting tools to keep an up to date & accurate pulse on the security operation of your community.

Local Based & Community Oriented

K17 Security is a local, independently-owned and operated small business with local ties, knowledge and expertise. We invest back into our community. We use local vendors, we employ local security professionals and veterans and keep our profits close to home instead of shipping them to an out-of-town headquarters. We understand the communities we are working in. As a police owned and operated company we have unique ties to local law enforcement and insight into the areas crime trends.

Community Involvement and Charitable Donations

K17 Security believes strongly in giving back to the community. We have local roots and in turn, we support local. Community outreach, love of country and goodwill for others is deeply ingrained into our mindset and company structure. We regularly donate our security and consulting services to the following organizations.

American Cancer Society
Operation Second Chance
Platoon 22
Autism Speaks

The Special Olympics
Wounded Warrior Project
Patty Pollato's FUND
Children's Miracle Network Hospitals



"K17 officers are professional, dependable, and experienced. I believe that having their presence has reduced the likelihood of any issues that might detract from the purpose of these events. I would highly recommend them to others!"
– Laurie Frey from American Cancer Society

"Awesome having K17 Security at the car show today! Love, love, love our officers!"
–Cindy McGrew from OSC

"Y'all are the best security team I have ever met. Thanks for all the support!"
– Danny Farrar – Owner of Soldierfit & Founder of Platoon 22



**Special
Olympics**



★ **PLATOON 22** ★



Key Management Team Members

The K17 management team, instructors and consultants are all highly skilled professionals. Their level of education, ongoing training and real-world experience are unique even when compared to other security professionals. The K17 owner and management team have various backgrounds and expertise. Many are current sworn police officers assigned to specialized roles within local departments. These include Special Operations Division, Special Investigative Division and roles specifically focused on proactively keeping people safe. This ensures that our management team is current and up to date on the latest security knowledge available and provides many practical opportunities for application of that knowledge. Additionally, we have non-police administrative staff to assist with any day-to-day needs and to ensure our clients receive the best customer service possible.

Additional certifications and experience among our team include:

- Conducting active shooter response training and consulting on behalf of and for several local law enforcement agencies.
- Conduct security assessments of police stations and on behalf of police departments.
- Conduct security assessments of embassies and other government buildings deemed high risk.
- Certified instructors knowledgeable on how adults learn.

As experts in the industry we are frequently interviewed by publications for our insights.



The Washington Post



Description of Hiring Process & Training Program

We rely heavily on the Standards & Guidelines from ASIS International to guide our training programs and ensure we are exceeding best practices and industry standards. For clients, we often evaluate other security firm vendors in the DMV. We review and assess post orders, training programs and the security guards themselves. This evaluation is often related to a liability issue, lawsuit or investigation related to an attorneys office. What we often find is that a huge disconnect exists between what training management for the security vendor says the guards receive and what they actually receive. Not to include the lack of ongoing training. Most security guards seem to be under trained, unmotivated and lack accountability. That is one reason why so much turnover exists in the industry.

We find that the post orders are often just a template document that do not differ much from one site to another. The post orders should be reflective of the specific location and guide the specific security officers to the unique patrol needs to each property.

Our approach to training begins with how we hire. Hiring is difficult right now for all industries. Especially for security and law enforcement. We actively recruit for talent and then train those individuals in security. We are highly focused on the mindset and motivation of those we offer to join our team. We have a strong track record of hiring individuals that are seeking full time careers in local, state and federal law enforcement. They are committed to this dream and we leverage this to support them and our clients. By hiring from this candidate pool, we find we are often providing our clients with highly motivated and skilled security personnel with higher levels of education and training. They will often work with us for 2 to 3 years before obtaining the sworn law enforcement position they were seeking.

We also employ security professionals dedicated to K17 as their career with no aspirations to transition to law enforcement. They are driven to advance within our firm and are relied on heavily to mentor new hires and those less experienced. We provide some clients with Executive and Dignitary Protection services. Within the security industry, this is a coveted assignment. We find we can also hire security professionals of high caliber that are seeking this type of position. They all begin as security officers with us and must prove themselves. This leads to a constant flow of security officers that stand out from what most people are use to interacting with when dealing with a security guard.

A More Impactful Approach

We train our security officers in the most effective ways of requesting on-duty police assistance and interacting with the police. We find that most security companies and guards are viewed as "squirrelly" and/or a nuisance by responding police. We ensure our security team is trained on the correct words and language to use when placing the initial call. Often, the information passed along to the call taker initially will determine the type of police response you receive. Once law enforcement arrives, it is important that security is present and helpful when needed, while not hindering or distracting the police officers.

We deploy body worn cameras at some locations and are constantly seeking technology advancements that can enable us to be even more effective.

Standards & Best Practices

Our team is current on best practices within the security industry. We are also active in reviewing daily updates, monthly newsletters, attending meetings and networking with industry leaders. We follow the ASIS, ATAP and IFPO standards and guidelines and regularly attend conferences to meet and train with the appropriate subject matter experts. We train our team specifically around these industry standards and what has found to work best.

You Can Trust Our Team

Security personnel are trusted with full access and protection of your property. It is essential you can rely on and trust these security professionals. We run a thorough initial investigation on our security officers. More importantly, **we run an additional background check every month.** To ensure we are providing you with professionals that can be trusted.



Uniform & Equipment

K17 Security is prepared to provide all required equipment for effective security operations throughout the community.

At this time we have two primary unarmed officer uniform options. These options include a more understated Grey Uniform Shirt and a Neon Yellow Polo option. Many of our sites have been shifting toward the neon uniforms as they allow for an easily visible & identifiable security presence.



K17 Security is also able to provide a marked vehicle for mobile patrol, that is equipped with emergency response supplies.



Patrol Options

K17 Security can provide various options for patrol type based on what will be the best fit for the community. Foot patrol is always our preferred approach, however we have found that some communities require an alternative to patrol larger community areas. If vehicular patrol is required, the options are below:

Marked Security Golf Cart with Light

The Marked Security Golf Cart is a great option to allow officers to patrol the whole property more effectively while clearly designated as security and in an approachable fashion to the residents and guests of the community. This is the best option for community engagement. A security golf cart will require a location within the community where it can be safely stored (parked) and charged.

Officer Personal Vehicles with K17 Temporary Marking

This option allows officers to patrol in their own personal vehicles, with a visible magnet on the driver and passenger side front doors that designates the car as a security patrol. The vehicle will also have highly visible dashboard emergency lights. This is the most economical option for cost savings.

K17 Security Vehicle Patrol

The final option is to utilize a K17 Security vehicle which would be stored on the property. This would be a marked car and consistently the same vehicle. In addition to a slightly higher rate for this option there is also an added expense of gas to fuel the vehicle. However, this provides greater community engagement as opposed to the Officers in Personal Vehicles & at an only moderately higher expense.

Investment

The rates below represent a strong value for the services K17 Security will provide. These rates are inclusive of expenses related to the onsite marked vehicle & other required equipment.

Service	Patrol Vehicle if Applicable	Hourly Rate
Unarmed Security Officer	No Patrol Vehicle. Solely Foot Patrol.	\$40.00
Unarmed Security Officer	Patrol in personal vehicle with K17 Security Marking & Dash Light	\$42.75
Unarmed Security Officer	Patrol in K17 Security Owned & Marked Car	\$54.00

Golf Cart option is \$40 an hour plus the agreed upon price to rent a golf cart or purchase one.

Return on Investment

Most importantly, the knowledge that you have taken effective steps to **really do something to keep your community and residents safe**. Selecting a team that will **partner with you and work together to meet your goals**. People who visit properties enhanced with our approach to security and customer service gain a very favorable impression, which ultimately leads to an improved perception of the community. Security Officers often serve as the first and last impression someone has when at the property. It is important that people **feel safe, secure and welcome**. Whereas a prospective criminal deems the property as an ill advised location to commit a criminal act. Our Security Officers understand the need for a careful balance when developing and maintaining a secure yet friendly environment.

We are much more than just another security company.

Additional ROI include:

- Liability Protection.
- Protect Brand / Reputation



Additional Value Adds and Enhancement Options

K17 Security is a **full service Security Provider**. We can support your goals and objectives, even as those goals change and grow. We can assist as you add security enhancements to the properties. We can conduct training for your staff and contractors. We can coordinate with County resources to pull in additional support when relevant.

Should you ever require additional security services for a special event – K17 Security is equipped to accommodate any situation with our full suite of Security Services

Additional Support Options

- An Array of Security Officer Levels, including unarmed, armed, off duty police, K-9 & Handler, and executive protection options
- Walk through metal detectors & wand metal detectors available for additional access control during special events
- Consulting Services to include, security survey/site assessment (to identify strengths & weaknesses of security posture and advise on realistic opportunities to improve), review & creation of emergency response plans, consulting on the basis of anticipated situations (hostile terminations, etc) as well as providing support during the situation
- Training Options for active shooter response, safety training for tenants, crisis response for leadership, immediate casualty care and more to prepare and empower your people





The currently proposed rates represent what we believe will best enable us to fit the priorities and goals of your community.

However, we are more than open to discussing any combination of services and hours that may better accommodate your operational or budgetary goals. K17 Security prides ourselves on our [ability to customize our solutions](#) to the exact needs of each client and [continue to stay in communication](#) to ensure those needs are always being met.





THANK YOU!

On behalf of K17 Security, I want to thank you for the opportunity to present this proposal. Please feel free to call or email with any questions or if there is anything else we can do to be of assistance.

Thank you for your time and consideration.

Scott Zimmerman
Founder and CEO of K17 Security

2023

Signal of Northern Virginia



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SIGNAL OVERVIEW

Signal of Northern Virginia is the company that will make a difference. Signal is customer-focused at both the resident and the management level. Private security quality is based on three things: the well-trained officer, the technical advantages of the right equipment, and responsible management. In these three areas, Signal is just simply better. The importance of officer to resident, officer to management, and management to management relationships are the key to understanding a community and subsequently this enables Signal to solve the most difficult problems and deter future security issues.

Signal at a Glance

- Founded in 2003
- State-of-the-art technology
- Selective recruiting; comprehensive screening and training
- Escalating and scalable security solutions, customized for client's specific needs.
- Redefining private security standards and image

Our courtesy patrol officers are approachable. Our vehicles are distinct, highly visible, and provide deterrence. The technology used by each officer in every vehicle enables “real-time” reporting to both Signal leadership and to customer management and includes GPS tracking and recording. Signal of Northern Virginia is a service-disabled veteran owned small business and this means that every customer’s connection to their service is through the owner, not an assigned manager. The veteran that owns Signal of NoVA is involved in daily operations at every level. This owner-management style includes hiring, training, managing daily operations, and handling customer relations. Making the correct choice in a security provider is important; making the wrong decision affects every stakeholder in the community – the property management, property residents, future residents, and guests on the property. Signal of Northern Virginia is committed to helping you make the right decision.



Founded in 2003, in Omaha, Nebraska, where "Signal 88" is code for "Situation Secure," Signal was established by former law enforcement professionals and achieved national stature through its standard of professionalism produced by the uniformity of procedures, customization of products and services, and the implementation of technology within this age-old industry. Paramount to the success of Signal is the concept of highly visible security vehicles, highly trained security personnel, and a level of accountability often absent from the industry.

Signal provides clients many options when selecting the service mix right for their property, personnel, and other assets they wish to protect. With 80% of our total business nationally coming from the residential market, Signal understands the security needs and concerns of homeowners and property management companies from coast to coast. From our flagship randomized roving vehicle patrol services conducted in our well-marked, highly-visible patrol vehicles, to security consultations, Signal has the expertise to develop solutions that effectively maximize service levels, and more importantly meet service criteria for each client we service.

TECHNOLOGY AND INNOVATION

At Signal, we use state-of-the-art technology to streamline the logistics of managing our business and protecting our clients. Our web-based security management software application, Signal Edge and TrackTik, combines the immediacy of the Internet with robust database capabilities to provide our security officers with instant access to current and historical information about our clients' sites and needs and to offer our clients online, real-time reporting, complete with archived data. Signal's method of intelligence management is far superior and infinitely more useful than the stand-alone hand- or typewritten reports of other security companies. We also employ other technologically advanced tools such as global positioning systems (GPS) to track our security personnel and hold them accountable to management and, most importantly, to our clients. Our sophisticated systems give us a powerful technological advantage over our competition.

RECRUITING AND TRAINING

Signal's selection process exceeds industry standards. Every security officer applicant undergoes an extensive interview process and background investigation, which includes a comprehensive criminal history check and initial and periodic drug tests. Signal takes pride in providing clients with first class security officer candidates. Our selection process begins with and focuses on candidates who are or have been in the military, criminal justice students, and aspiring law enforcement officers. This is one of the reasons why our services are so effective; we set our selection standards well above the industry standard.

Upon selection, every security officer candidate is required to complete a series of accredited training coursework endorsed by the International Foundation for Protection Officers (IFPO). This certified training series is a comprehensive 12-part active learning system that provides up-to-date instruction in safety and security methods, emergency preparedness, effective communications, report writing, ethical conduct, use of force, and crime prevention. Security officer candidates must pass the first three modules prior to entering Signal's field training program and must conclude the remaining modules within their first two months of field work.

Our security officers complete the mandatory training required by the Commonwealth of Virginia's Department of Criminal Justice Services. These courses are Security Officer Core Subjects (01E), Armed Security Officer Arrest Authority (05E) and Armed Security Officer Handgun Training (07E). Our security officers are also trained in Cardiopulmonary Resuscitation (CPR), First Aid and in the use of an Automated External Defibrillator (AED).

SECURITY MANAGEMENT SOFTWARE

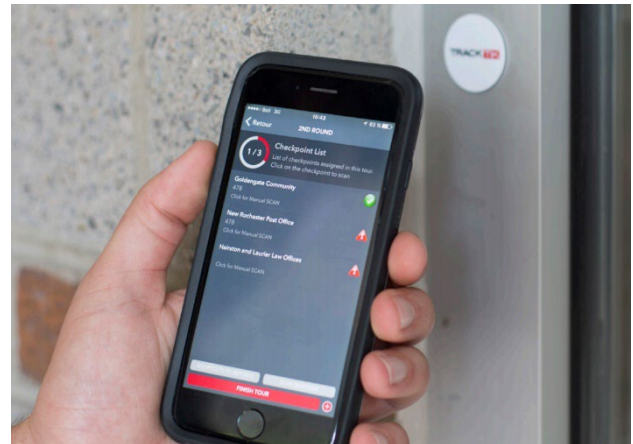
Signal has a security management software application branded TrackTik. TrackTik, customized into Signal Edge for our officers, combines the immediacy of today's leading-edge web technology with the capacity of database applications to offer immediate access to both current and historical information regarding your sites. Our security personnel input vital statistical data utilizing mobile or stationary computer devices. TrackTik is a mobile and web-based platform designed for the security industry. This robust technology connects field personnel to management and stakeholders through a suite of unsurpassed guard management tools, powerful business intelligence modules, and automated financial management solutions.

Signal has a security routing software built into Signal Edge. This minimizes down time by maximizing route efficiency. Utilizing the most current mapping data available, Signal Edge mathematically determines the most effective route from point A to point B, and allows patrol officers to compile real-time reports once on site. The reports are converted and stored indefinitely in a database accessible through the customer portal.



Since an onsite security guard is often the eyes and ears of a security program, it is important to easily capture the data that guards generate. The best way to do this is to automate all front-line security operations, including security guard tour systems. Our system allows us to generate data for clients, enabling them to make data-driven decisions. Signal Edge offers the following features:

- Utilizes data to address recurring problems
- Assists in recognizing past or current criminal trends on or around your property
- Allows you to take appropriate action in minimizing the criminal activity
- Ensures your internal and external courtesy patrols are where and when they need to be
- Improves the efficiency of security personnel by enabling them to focus more of their attention on patrols and less time on paperwork
- Demonstrates precisely where your investment is going



WI-FI ENABLED COMPUTER DEVICES

Signal utilizes state-of-the-art mobile computing devices in keeping with our technological values and standards. Since these devices are portable and capable of transmitting relevant data, our officers can concentrate on their duties and responsibilities as pledged, instead of writing and re-writing activity logs and reports.

GPS FLEET TRACKING

Signal utilizes a GPS fleet tracking devices and application to better manage our personnel, provide a reporting tool for your evaluation of our services, and offer consultations in an effort to enhance our security program. Geotab has been a proven industry leader in the area of GPS fleet management and vehicle tracking.



- Our GPS fleet tracking solution allows us to manage our personnel in a fashion where officers are accountable to both our customers and us.
- In addition to the TrackTik reports, our tracking application provides reports as well, so we are able to substantiate and justify the investment you have made in our services.
- Our GPS fleet tracking solution gives us insight into prospective voids where we can improve upon providing a better service. For example, patrol route logistics, and modifications of post orders to fill these potential voids.
- Driver ID keeps track of any activity performed by a vehicle during the time the driver was assigned and will associate that driver for reporting purposes.
- Customer Maps provide our customers with the option to log-in online and see exactly where your vehicles are at all times.

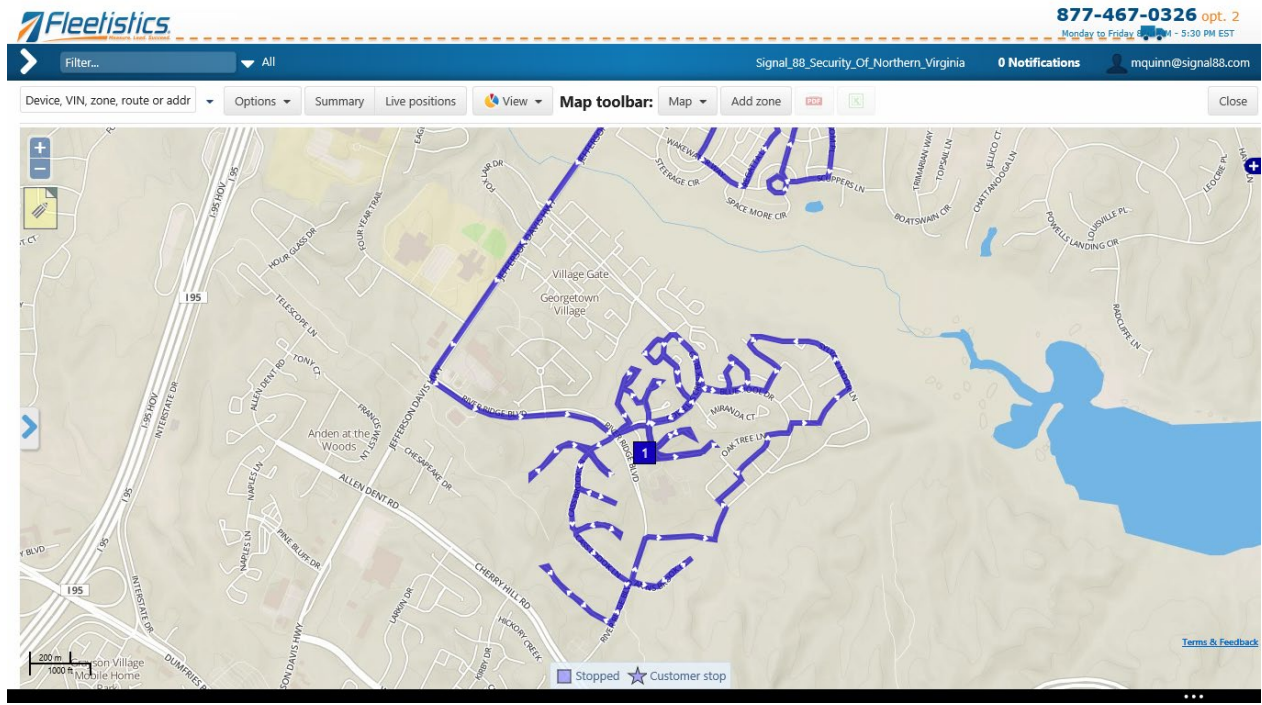
DUAL-VISION XC CONTINUOUS RECORDING SYSTEM

Two cameras plus sharp technology equals our Dual-Vision recording system. It's engineered to elevate fleet safety. The Dual-Vision XC is a continuous automotive event recorder (AER). The XC devices capture interior and exterior footage, supplies additional GPS information, and offers instantaneous feedback to drivers. It records audio and video in a 310° range and shares alerts with drivers in real time, such as when speed limits are surpassed.



VEHICLE HISTORY REPORTS

One of the most important features of our GPS mapping solution is the ability to retrieve vehicle history reports. We use this feature to show the details of the vehicle patrols. The list of patrols also shows when the vehicle arrived, how long it was stopped for, the patrol time and patrol distance. The figure below is a representative sample of a vehicle history report.



REFERENCES

MAJOR CLIENTS

Signal has established relationships with several major clients, with over 35 in the Virginia area. Below is a representative list of clients that we serve:

- Rappaport Management Company
- First Service Residential
- Greystar Management Company
- JRK Properties
- The Franklin Johnston Group
- Sequoia Management
- S.L. Nusbaum Realty Company

LOCAL REFERENCES

Over 80 percent of Signal clients are residential property management companies and homeowner's associations. We have selected a couple of these clients to show our diversity of service offering and our breadth of coverage. Feel free to contact them, or if you desire additional local references, please contact us.

1. Rappaport Management Company
Ms. Susan Winchell
Tackett's Mill
2241 Old Bridge Road
Lake Ridge, VA 22192
571-382-1244
Services Provided: Roving Patrol Tours, Emergency Response, Security Consulting
2. Stone Ridge Association, Inc.
Ms. Kathy Beaulne
Stone Ridge
24605 Stone Carver Drive
Aldie, VA 20105
703-327-5179
Services Provided: Roving Patrol Tours, Emergency Response, Special Events Security
3. First Service Residential
Mr. Randy Kline
Lorton Valley
9380 Windermere Hill Drive
Lorton, VA 22079
703-385-1133
Services Provided: Roving Patrol Tours, Emergency Response, Security Consulting, Lock/Unlock Services, Community Center Inspections

4. The Franklin Johnston Group

Ms. Renee Goins
Summerland Heights Apartments
13671 Cridercrest Place
Woodbridge, VA 22191
703-492-1305
Services Provided: Roving Patrol Tours, Emergency Response, Access Control

The types of security issues that Signal addresses on properties within a 5-mile radius are as follows:

- Vehicle break-ins
- Vandalism (graffiti, not gang-related)
- Noise
- Loitering in/around tot lots, gym, common areas
- Trespassing
- Improperly placed trash
- Parking in fire lanes
- Performing maintenance on vehicles
- Expired license plates
- Suspicious vehicles and persons
- Illegal drug use
- Fighting
- Shooting
- Door-to-door selling without a permit

Most of these issues can and are effectively addressed by Private Security. Also, notably in most cases, Police do not respond in a timely manner to violations of property rules.

COMPANY INFORMATION

MANAGEMENT TEAM



Matthew Quinn is Owner and President of Signal of Northern Virginia. He is a retired US Army Lieutenant Colonel who served overseas in Germany, Bosnia, Kosovo, Iraq and Afghanistan during a career spanning over 20 years. His background was primarily Special Forces with assignments supporting the Intelligence Community during the latter part of his career. He holds degrees from Rochester Institute of Technology and Naval Postgraduate School, is a certified Project Management Professional, and a member of Fairfax County's Community Emergency Response Team.

CONTACT INFORMATION

Company Name:	Signal of Northern Virginia
Street Address:	6709 Hanson Lane
City:	Lorton
State:	VA
Zip Code:	22079
Main Phone Number:	703-665-1263
Patrol Numbers:	703-665-1263, x1, x2, x3, x4, x5, x710, x711, x712, x713, x714, x715, x716, x717, x718
Fax Number:	703-665-1263
Web Address:	www.signal88.com
Primary Contact Name:	Matthew Quinn, President
Primary Contact Phone Number:	703-665-1263, ext. 700
Primary Contact Email:	mquinn@teamsignal.com
Director of Operations Contact Name:	Elijah Smalls, Director of Operations
Director of Operations Contact Phone Number:	703-665-1263, ext. 702
Director of Operations Contact Email:	esmall@teamsignal.com
Director of Administration Contact Name:	Selah Applin, Director of Administration
Director of Administration Contact Phone Number:	703-665-1263, ext. 707
Director of Administration Contact Email:	selah.applin@gmail.com
Coordinator Contact Name:	Justin Tillman, Senior Operations Coordinator
Coordinator Contact Phone Number:	703-665-1263, ext. 706
Coordinator Contact Email:	jbt4422@gmail.com
Coordinator Contact Name:	Adrian Brooks Jr, Assistant Director of Operations
Coordinator Contact Phone Number:	703-665-1263, ext. 708
Coordinator Contact Email:	Adrian.brooks@teamsignal.com

Coordinator Contact Name:	Evan Donithan, Fleet Coordinator
Coordinator Contact Phone Number:	703-665-1263, ext. 705
Coordinator Contact Email:	evandonithan@gmail.com
Coordinator Contact Name:	Zachary Marshall, Operations Coordinator
Coordinator Contact Phone Number:	703-665-1263, ext. 709
Coordinator Contact Email:	sanchezdaven@gmail.com
Coordinator Contact Name:	Marshall Jenkins, Operations Coordinator
Coordinator Contact Phone Number:	703-665-1263, ext. 720
Coordinator Contact Email:	mrjenkins31287@gmail.com
Coordinator Contact Name:	Anthony Johnson, Sales Coordinator
Coordinator Contact Phone Number:	703-665-1263, ext. 703
Coordinator Contact Email:	johnsonanthony230@gmail.com

INSURANCE

Signal of Northern Virginia maintains \$3,000,000 of general aggregate and \$1,000,000 per occurrence business liability insurance with Lexington Insurance Company, which is licensed in Virginia. Signal has worker's compensation, vehicle insurance, and will provide a Certificate of Insurance.

LICENSING

FourFront, LLC dba Signal of Northern Virginia is licensed in Virginia by the Department of Criminal Justice Services (License Number 11-9628).

SECURITY-SERVICES AGREEMENT

TERMS AND CONDITIONS

1. **Services to Be Performed.** Contractor shall furnish the following Services, if such be indicated on the first page of this Agreement, subject to the terms and conditions herein.
 - a. **Community-Based Roving Patrol Tours.** If so indicated on the first page of this Agreement, Contractor shall perform Community-Based Roving Patrol Tours, which shall consist of roving vehicle patrols of Customer's Location(s), manned by unarmed uniformed security officers, performed in accordance with the times, Location(s), and frequencies specified on the first page of this Agreement. Officers performing such tours shall (i) evaluate the Location(s) for criminal activity, vandalism, disorderly conduct, loitering or other nuisance behavior, lighting conditions and sprinkler operations; (ii) enforce parking and other of Customer's regulations for use of the Location(s); and (iii) conduct random foot patrols to check gates, doors, windows, or lights at Customer's Location(s).
 - b. **Community-Based Dedicated Roving Patrol Tours.** If so indicated on the first page of this Agreement, Contractor shall provide Community-Based Dedicated Roving Patrol Tours, which shall consist of Community-Based Roving Patrol Tours described above, dedicated exclusively to the Location(s) specified on the first page of this Agreement.
 - c. **Armed Dedicated Roving Patrol Tours.** If so indicated on the first page of this Agreement, Contractor shall provide Armed Dedicated Roving Patrol Tours, which shall consist of the services described as Community-Based Dedicated Roving Patrol Tours above, but shall be performed by armed law enforcement personnel or licensed and trained armed civilian security officers.
 - d. **Dedicated Community-Based Security Services.** If so indicated on the first page of this Agreement, Contractor shall provide Dedicated Community-Based Security Services, which shall consist of having unarmed uniformed officers manning security desks designated by Customer and conducting camera patrols via closed circuit television, if applicable, and/or foot patrols, in order to monitor the perimeter of the Location(s). The officers shall also provide escorts for employees, tenants, and customers as requested; conduct interior and exterior lighting and sprinkler assessments; respond to alarms; enforce parking and other of Customer's regulations for use of the Location(s); and use reasonable efforts to ban and bar individuals from the premises as directed by Customer.
 - e. **Dedicated Armed Security Services.** If so indicated on the first page of this Agreement, Contractor shall provide Dedicated Armed Security Services, which shall consist of the Dedicated Community-Based Security Services described above, but shall be performed by armed law enforcement personnel or licensed and trained civilian security officers.
 - f. For all Services indicated on the first page of this Agreement, Contractor shall (i) regularly post activity reports, noting the name of the security guard posting the report, the time of the report, the Location(s) patrolled, and any unusual incidents or hazardous conditions observed; (ii) provide Customer with secure access to such reports; and (iii) cooperate with investigations concerning incidents of criminal activity, provided that Customer shall compensate Contractor for time spent by Contractor with respect to such investigations, at the rates on the first page of this Agreement. All posted activity reports will be kept on file with Contractor for at least five years, but may thereafter be destroyed. Customer may request copies of such reports at any time before the expiration of such period and may arrange the delivery of such reports, at Customer's sole cost and expense.
 - g. If an incident occurs requiring the Customer's immediate attention, Contractor shall notify Customer as soon as practicable after learning of the incident by calling the Emergency Contact listed on the first page of this Agreement or such other persons as Customer may from time to time designate in writing to Contractor.
2. **Delegation of Services.** Contractor may perform the Services itself or may delegate the performance of some or all of the Services to one or more of its franchisees, including without limitation the Service Provider(s) listed on the first page of this Agreement, or to subcontractors. Contractor's franchisees may likewise delegate the performance of Services to their subcontractors.
3. **Security Standards.** Contractor agrees that the Services covered by this Agreement shall be performed in accordance with generally accepted security practices and standards in the industry.
4. **Duties of Customer.** In support of the Services to be provided under this Agreement, Customer shall, at its expense, make adequate provision for the following: (i) advising Contractor of any and all hazards at the Location(s) and dangerous activities being conducted at the Location(s); (ii) maintaining the Location(s) free from unreasonable hazards and unreasonably dangerous activities; and (iii) providing training to all of Customer's employees and contractors as to the nature of Contractor's operations at the Location(s) and as to such other matters as may be reasonably requested by Contractor and/or necessary in order to allow Contractor to perform the Services.
5. **Payment.** For the Services Contractor provides hereunder, Customer agrees to pay Contractor according to the rates set forth on the first page of this Agreement. Contractor shall submit an invoice to Customer according to the schedule selected on the first page of this Agreement, but no less often than monthly. Customer shall remit payment in full for each invoice according to the payment terms agreed to in the contract. In the event that Customer should fail to make payment in full by the net payment due date, the unpaid amount due under such invoice shall bear interest at the rate of one percent (1.0%) per month compounded monthly, or the highest rate allowed by law, whichever is less. Customer shall be liable to Contractor for all costs of enforcing the terms of this Agreement, including but not limited to attorney's fees.
6. **Price Changes and Fuel Surcharges.** Contractor may increase prices for Services or impose a fuel surcharge from time to time by giving notice to the Customer either in writing or by notation on a statement of account. If it objects to the changed price or fuel surcharge, Customer shall notify the Contractor in writing within thirty (30) days after the date of first notification of the change or surcharge. In the absence of such objection, the price change shall be deemed accepted by the Customer and shall be considered by the parties as a binding modification to this Agreement, and this Agreement, as so modified, shall remain in full force and effect. If the Customer timely objects, then the Contractor reserves the right to continue this Agreement in full force and effect without any price changes or fuel surcharge.
7. **Term.** The term of this Agreement shall commence on the Start Date, and shall continue until the End Date, unless sooner terminated pursuant to Section 8 of this Agreement.
8. **Termination, Remedies.**
 - a. This Agreement may be terminated by either party at any time in the event of a breach or a failure to comply with any covenant, term, or condition of this Agreement, but only after the non-breaching party has provided written notice of such breach or failure to comply and the same remains uncured for (i) fifteen (15) days after the non-breaching party gives such notice in the event of nonpayment of amounts due hereunder, or (ii) thirty (30) days after non-breaching party gives such notice in the event of any other breach hereunder.
 - b. Either party may terminate this Agreement for any reason upon giving thirty (30) days' notice to Customer.
 - c. In the event that Customer (i) should breach Section 4 of this Agreement; (ii) should breach any other covenant or obligation hereunder (other than failure to pay amounts due hereunder) and should fail to cure any such breach within fifteen (15) days after the non-breaching party gives notice of said breach; or (iii) should fail to pay any amounts it owes Contractor within thirty (30) days after the applicable invoice date, then Contractor may, in addition to any other remedy it may have by contract, at law or in equity, immediately cease performing Services hereunder.
 - d. Upon Contractor's receipt of customer's written termination of agreement, contractor will verify receipt in writing. If the termination date is less than 30 days from the date of the written termination of agreement, the contractor will generate an invoice for the amount due for services provided for the 30 days following receipt of written termination of agreement and provide to the customer as a final invoice.
 - e. Contracts without agreed end dates (ongoing on P.I.) if customer breaches SEC 8b, and ends services in the middle of a service period. A partial invoice will not be generated, customer is responsible for full service period invoice amount. SEC 8e only applies to service agreements for section 1A services.
9. **Insurance.**
 - a. Contractor shall maintain at all times during the term of this Agreement general liability insurance in occurrence form covering its activities hereunder with an insurance company or companies qualified to write such insurance in the state of Service Provider, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate. Customer shall be named as an additional insured under each such policy. Copies of all such policies of insurance (or Certificates therefore) maintained by Contractor shall be delivered to Customer upon Customer's request.
 - b. Customer shall maintain at all times during the term hereof general liability insurance in occurrence form with an insurance company or companies qualified to write such insurance in the state(s) where the Location or Locations, as the case may be, are located, with limits not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. Contractor shall be named as an additional insured under each such policy. Copies of all such policies of insurance (or Certificates therefore) maintained by Customer hereunder shall be delivered to Contractor immediately upon issuance by the insurer.
 - c. All policies of insurance required to be maintained by a party hereunder shall be renewed (and policies or certificates, together with evidence of payment of premiums, delivered to the other party immediately upon issuance by the insurer) at least thirty (30) days prior to the respective expiration dates of such policies.
 - d. All of a party's policies of insurance described in Section 9 of this Agreement shall contain an endorsement requiring the insurer to give notice to the other party at least thirty (30) days prior to any cancellation, termination or amendment of the insurance policy.

10. **Cooperation in the Event of a Claim.** In the event that either party becomes aware of any alleged claim of injury or damage arising out of the performance of the Services, such party shall give the other party written notice within two (2) business days thereafter, stating the details of the incident sufficient to identify, if possible, the persons involved, the location and circumstances of the incident, and the names, addresses, and telephone numbers of available witnesses. Failure to provide such notice in a timely manner shall not result in liability to the party obligated to provide notice, except to the extent that such failure results in damage to the party entitled to receive such notice. The parties shall cooperate with one another in good faith in the handling of such claims, including any lawsuits or other proceedings, and in enforcing any right of contribution or indemnity.
11. **Limitation of Liability.** In no event shall either party be liable for any special, consequential, incidental, punitive, or exemplary damages or losses of any kind whatsoever arising out of this Agreement or the performance of the services, regardless of the theory of recovery, even if such party has been advised of the possibility of such loss or damage or if such loss could have been reasonably foreseen.
12. **Non-Solicitation.** During the term of this Agreement and for a period of one year thereafter, Customer shall not directly or indirectly entice, encourage or make any offer to employ, to hire, or to contract with: (i) any current employee, agent, franchisee, or employee or agent of any franchisee of Contractor; or (ii) any person who acted as an employee, agent, franchisee, or employee or agent of any franchisee of Contractor within the prior year.
13. **Confidentiality.** The parties acknowledge and agree that they may receive certain confidential information from the other party, including without limitation, the programs, protocols, business or strategic plans of the other party, and will also possess information relating to this Agreement, including but not limited to the compensation paid to Contractor hereunder (collectively, "Confidential Information"). The receiving party shall not at any time disclose the Confidential Information to any person, firm, partnership, corporation or other entity (other than employees, lenders, professional advisors, franchisees and subcontractors of the receiving party having a need to access the Confidential Information) for any reason whatsoever. Each party shall take actions necessary to ensure that its employees, lenders, professional advisors, franchisees and subcontractors having access to the Confidential Information do not disclose the Confidential Information. Confidential Information shall not include information which (i) was in the receiving party's possession prior to disclosure, (ii) is hereafter independently developed by the receiving party, (iii) lawfully comes into the possession of the receiving party, or (iv) is now or subsequently becomes, through no act or failure to act by the receiving party, part of the public domain. This Section 13 shall survive for a period of five (5) years from the expiration or termination of this Agreement.
14. **Representations and Warranties.** Each party covenants and warrants to the other that: (i) it is an entity duly formed, validly existing and in good standing under the laws of its jurisdiction of formation, (ii) it has the power and capacity to enter into, execute and perform its obligations under this Agreement in accordance with the terms and provisions hereof, and (iii) the execution and delivery of this Agreement have been duly authorized by all proper corporate action.
15. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties dealing with the subject matter hereof, and any prior understanding or representation of any kind preceding the date of this Agreement and dealing with the same subject matter shall not be binding upon either party, except to the extent incorporated in this Agreement.
16. **Modification of Agreement.** Except as provided in Section 6 herein, any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.
17. **No Waiver.** Waiver of any provision of this Agreement or the performance or enforcement thereof shall not constitute a continuing waiver of such provision or a waiver of any other provision of this Agreement. Any such waiver must be in writing duly signed by the waiving party to be effective.
18. **Independent Contractors.** The parties acknowledge that Contractor, its employees and subcontractors, and its franchisees and their employees and subcontractors are independent contractors providing Services to Customer, and nothing herein shall be deemed to constitute or be construed as making Contractor, its employees, or its franchisees or their employees to be agents or employees of the Customer.
19. **Binding Effect.** This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties.
20. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of Nebraska, without regard to its conflict of laws rules. Contractor and Customer agree that any cause of action or litigation arising out of this Agreement shall be filed exclusively in federal or state court in Douglas County, Nebraska, and Contractor and Customer irrevocably consent to the jurisdiction of such courts.
21. **Severability.** The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
22. **Notices.** Any and all notices provided for herein shall be sufficient if given in writing and hand-delivered or sent by facsimile (with electronic confirmation), registered mail or certified mail to the address set forth for the applicable party on the first page of this Agreement, or such other address as a party may deliver to the other party in writing. Notice given by hand delivery shall be deemed given when delivered. Notice given by facsimile shall be deemed given on the next business day after such notice is sent. Notice given by registered or certified mail shall be deemed given on the third (3rd) day after such notice is sent.
23. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, however all of which together shall constitute but one and the same instrument.
24. **Survival.** Sections 5, 11, 12, 13, 14, 18, 19, 20, 21, 22, 23, and 25 shall survive the expiration or termination of this Agreement.
25. **Force Majeure.** No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, acts of war or terrorism, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
26. **Assignment.** Except as otherwise provided herein, the rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party, which consent will not be unreasonably withheld.
27. **Headings.** The titles to the Sections of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

AGREEMENT

By signing this contract you are agreeing to the terms herein, and promise to remit payment based upon the above listed terms.

Client Signer Block

I, _____ (Printed Name) have read and agree to the aforementioned terms and contract details.

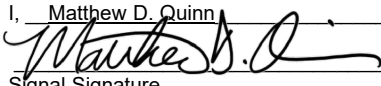
Client Signature

Title

Date

Signal Signer Block

I, Matthew D. Quinn (Printed Name) have read and agree to the aforementioned terms and contract details.


Signal Signature

President
Title

17 March 2023
Date



**Cameron Station Community Association, Inc.
Board Decision Request
March 28, 2023**

**TOPIC: Fire Suppression/Alarm Test/Backflow Inspection Proposals
Motion 2023-0308**

Motion:

“I move to **APPROVE** a three-year contract with **Guardian Protection Services** in the amount of **\$2,932.00** (Yr-1), (Yr 2 - \$3,020.00), and (Yr 3 - \$3,110.00) to provide fire suppression system and fire prevention and protection services to be expensed from Operating.”

Motion: _____

2nd: _____

Summary:

There are currently four (4) contracts with JCI (Johnson Controls) that expire at different times. In addition, we are required to add the pressure test, etc. of the fire hydrants located within community streets. The contracts with JCI were in place through 2025 and in the last year, there have been issues with JCI billing us \$6,701 for one ground fault issue for an eight-month period. Management engaged with JCI corporate offices to reduce the amount to \$2,212. Management then pushed JCI to release us from an auto-renew contract. All the existing bid contracts for the fire suppression system are three (3) year proposals and renew on the same date. By taking this out to bid there are savings of approx. \$7,000 with the current contracts in place. Attached are all bid contracts and the Comparison Matrix.

CAMP Recommendation:

We recommend the Board approve Guardian Protection Services for a three (3) year contract.

Budget Considerations:

Fire Suppression/Alarm Test/Backflow Inspection to be expensed from Operating – Fire Suppression System and Fire Prevention and Protection.

Fire Alarm / Wet-Dry Sprinkler / Backflow Preventer / Elevator Recall / Fire Extinguisher / Fire Hydrants								
Services	Frequency	Quantity	Current vendor - Johnson Controls	Castle Sprinkler & Alarm, Inc	Guardian Protection Services	VSC Fire	Eastern Fire Protection	National Fire Protection
			Brian Lauro, Sales Representative	Tom Lynch	Paul Tilles, Regional Account Manager	Matt Petrus	Dave Lobas	Choi
Fire Alarm Inspection	annual	1	\$2,447.55	\$1,000.00	\$475.00	\$2,130.00	\$886.00	Reached out (3 calls; 2 emails - no response)
Wet/Dry Sprinkler Inspection -(2 control valves 1 Wet / 1 Dry)	quarterly/annual	1	\$6,014.65	\$1,500.00	\$1,665.00		\$1,161.00	
Backflow Preventer (1 Pool / 2 Club)	annual	3	\$1,080.45	\$585.00	\$645.00		\$500.00	
Elevator Recall	annual	1	included with annual fire inspection	included with annual fire inspection	included with annual fire inspection	included with annual fire inspection	included with annual fire inspection	
Fire Extinguisher (8 ABC / 1 water)	annual	9	\$136.00	\$63.00	\$147.00	included with annual fire inspection	included with annual fire inspection	
Fire Hydrants (75 total)	annual	25 per year		\$3,750.00	\$2,250.00	\$2,750.00	\$3,200.00	
Service Charge				\$65.00				
Contract Term			Canceled current contract that is through 2025	3-yr	3-yr	3-yr	3-yr	Reached out (3 calls; 2 emails - no response)
Total			\$9,678.65	\$6,963.00	\$5,182.00	\$4,880.00	\$5,747.00	Reached out (3 calls; 2 emails - no response)
Increase Year 2				No increase	\$5,345.00	No increase	\$5,920.00	Reached out (3 calls; 2 emails - no response)
Increase Year 3				No increase	\$5,510.00	No increase	\$6,098.00	



Castle Sprinkler & Alarm, Inc.

www.csafire.com

Your Friend in Fire Protection!

Fire Alarm-Sprinkler-Kitchen Hoods-Extinguishers

From

**Castle Sprinkler & Alarm,
Inc.**

5114 College Avenue
College Park MD 20740
(301) 927-7300
<http://www.csafire.com>

Quote No. 2017939

Type Inspection
Prepared By Tom Lynch
Created On 03/13/2023

Quote For 200 Cameron Station Blvd

200 Cameron Station
Boulevard
Alexandria VA 22304

Description of Work

We appreciate you considering Castle Sprinkler & Alarm, Inc for your fire protection inspection needs. Included herein is the inspection services and pricing we are proposing for your property. We are pleased to answer any questions you may have for your fire protection systems. Additionally to this proposal, please keep us in mind for the service, inspections, monitoring, and installation of fire sprinkler, fire alarm, kitchen hood, and fire extinguishers (partnering company with Ace Fire Extinguisher) throughout Maryland, DC, and N. Virginia.

We appreciate you considering Castle Sprinkler & Alarm, Inc for your fire protection inspection needs. Included herein is the inspection services and pricing we are proposing for your property. We are pleased to answer any questions you may have for your fire protection systems. Additionally to this proposal, please keep us in mind for the service, inspections, monitoring, and installation of fire sprinkler, fire alarm, kitchen hood, and fire extinguishers (partnering company with Ace Fire Extinguisher) throughout Maryland, DC, and N. Virginia.

Services to be completed

Parts, labor, and fees	Quantity	Unit Price	Total
Annual Fire Alarm Inspection	1	\$1,000.00	\$1,000.00
Annual Sprinkler Inspection (Included)	1	\$0.00	\$0.00
Annual Fire Extinguisher Inspection	9	\$7.00	\$63.00
Elevator Recall Inspection (Included)	1	\$0.00	\$0.00
Service Charge	1	\$65.00	\$65.00
Annual Backflow Inspection	3	\$195.00	\$585.00
Quarterly Sprinkler Inspection - Wet Only	3	\$500.00	\$1,500.00
GRAND TOTAL			\$3,213.00

Terms and Conditions

5 Year Inspection - Please note, if your sprinkler system is older than 5 years old, per fire code, we are recommending you have your 5 year performed. The purpose is to assist in identifying obstruction issues, excessive internal corrosion, and sprinkler head inoperability issues that may keep your sprinkler system from working properly. To learn more give us a call.

SCOPE OF WORK

When Indicated to be performed in the table above and applicable equipment is on site

A. Annual testing and inspection of fire sprinkler system. Sprinkler inspection and testing shall include; control valve inspection and testing, main drain test, supervisory testing, and fire department connection inspection, sprinkler head inspection, and sprinkler mechanical equipment inspection and testing.

B. Sprinkler system quarterly inspection shall include; fire department connection inspection, sprinkler system valve inspection, control valve inspection, sprinkler system gauge inspection, main drain test, water motor gong test and flow switch testing.

C. Fire pump testing shall include; full flow capacity test, fire pump operations test and equipment inspection. Flow testing will be performed at churn, 100% and 150%. Weekly fire pump churns shall be performed by the customer. CSA can perform these at additional cost to this agreement.

D. Standpipe inspection and testing shall assist to determine that components are free of corrosion, foreign material, physical damage, and to assist in identifying conditions that may interfere with proper operations. Inspection includes, cabinets, valves, gauges, and external piping. Roof top flows or hydrostatic testing is an additional service that may be completed with Customer request/authorization.

E. Fire alarm inspection and testing shall include main fire alarm control panel, fire alarm booster panels, Notification Appliance Circuit (NAC) devices (horns, strobes, bells), Initiating Device Circuit (IDC) devices (pull stations, smoke detectors part of the fire alarm system, duct detectors, tampers, and heat detectors), and battery load testing. Water flow testing to be conducted under sprinkler inspection and testing if chosen as a service for Castle to perform. Does not include elevator testing unless specified as a chosen service for Castle to provide.

F. Elevator recall testing includes inspection and testing of smoke detector devices related to elevator operation to ensure that elevators are sent to the appropriate level when the smoke detector from a specific floor is in alarm. Testing to be done concurrently with annual fire alarm testing. Customer is responsible for coordination and payment of their elevator technician being on site for testing of the elevator recall concurrently with the fire alarm system testing.

G. Hydrostatic testing of standpipe and dry type sprinkler systems are required every 5 years. The testing shall include pressurizing the system to 200psi for a period of 2 hours. During the pressurization, the system will be observed to detect leaks. Additional three & five year requirements may be performed separate from this agreement upon Customer request/authorization.

H. Private Fire Hydrants on Customer property are required to be inspected and flow tested annually. Inspection and testing will include hydrant accessibility, barrels, threads, caps and flow tested. Hydrant valve and caps will be exercised during testing.

I. FM200 (aka clean agent fire extinguishing system) annual inspection and testing. The agent within the system tanks shall be inspected and tested for agent quantity and pressure. The external condition of the tanks, piping, hoses, and other system components will be inspected. When system is tied into main building fire alarm system, customer must provide building fire alarm panel silencing and system call out. Upon completion of inspection system shall be tagged.

J. Annual inspection of backflow preventers will include the exterior inspection of the device to identify missing parts, excessive corrosion, and leaks. Additionally, when applicable the device will be pressure tested.

K. Emergency & Exit Light testing will be conducted annually. Inspection and testing will include a visual inspection for physical damage, a thirty second operational test of the light, and test switch. When customer contracts Castle to conduct the fire alarm testing, the emergency and exit light testing will be done concurrently with the fire alarm testing.

L. Kitchen Hood Fire Extinguishing Inspection. Performed semi annually, the inspection and testing of kitchen hood fire extinguishing system includes a visual inspection for physical damage, inspection of nozzles, caps, links, canisters, piping system and one tank. Additional costs will be added to invoice when items are needed for immediate replacement to meet code. Physical hoods, ducts, filters, mechanicals and cleaning are not part of this inspection.

SCOPE OF WORK - Castle shall inspect and/or test the fixed fire protection equipment as described herein in accordance with this agreement. All inspections and tests provided apply only to the specific time administered. The inspection and testing process is not a guarantee that systems will function properly after said testing or inspections are performed. Any inspection and/or interval of inspection not specifically mentioned within the scope of work (to include however not limited to weekly, monthly, third year, and/or fifth year inspection, testing) are excluded from this agreement. If the inspection and/or testing process, method, interval, etc are not specifically mentioned in the scope of work above, it shall be considered as excluded from this agreement. The inspections mentioned herein exclude fire marshal, insurance company and/or other third party inspections. Work within this agreement may require subcontractors. All inspections will be conducted in common areas only and at the floor level. Castle is not responsible for unit inspections, inside living quarters, within locked or inaccessible areas, or within areas that are considered unsafe (as determined by Castle). All work to include the testing and inspection to be performed Monday through Friday from 7:00am 4:30pm unless otherwise indicated within this agreement. This work may require noise making activities such as sounding of alarm devices, hammer drilling, etc.

TERM OF THIS AGREEMENT - The term of this agreement shall begin the date Castle receives the signed and approved agreement from Customer and will continue for a period of three (3) years from that date. Agreement will automatically renew annually thereafter.

****FEES/COSTS** - **Customer agrees, in consideration of CSAs promise to perform the services as indicated herein, to pay CSA the sum(s) shown within this document, plus tax (if applicable) and associated trip charge(S). All such invoices shall be paid in full within fifteen (15) days after receipt of an invoice from CSA. All sums not paid when due shall accrue interest at 2% per month or fraction thereof until paid. Customer agrees if CSA starts the collection process, customer to pay CSA collection costs (direct and indirect), third party collections fees to include debt collectors fees, attorney fees, and other party fees associated with CSA's collection process. AIA contract billing is acceptable. CSAs fees are based upon existing taxes and charges, and CSA may increase its fees to reflect changes in these. In the event CSA incurs a significant, as determined by CSA, material cost increase, these additional costs will be provided to the customer in the form of a change to original contract. In the event CSA needs to perform any additional services in order to get the fire protection systems operational, Customer will be responsible to pay CSA at the then prevailing rate for such services. Please note there is a cancellation fee of \$495 if services are cancelled within 48 business hours of the scheduled inspection.

EXCLUSIONS FROM AGREEMENT - Patching and painting, Special product finishes, Additional work required by local officials during permit review and/or inspection, Local, state and federal taxes, Fire Marshal/Inspector Time, Additional time required due to Fire Marshal/Inspector, Professional engineers stamp, Fire or security watch services, Bonds or Insurance beyond the coverage within Castles certificate of insurance, Asbestos removal, lead paint, extraordinary EPA, safety and hazardous requirements, Underground piping of any kind, Anything not specifically mentioned within this agreement

CUSTOMERS RESPONSIBILITIES - The Customer is the owner or agent of the owner of the fire systems installed at the site. It is the sole responsibility of the Customer to ensure that any information supplied to Castle concerning system design, specifications, services and notifications is proper and

correct, and that Customers fire sprinkler and alarm system is engaged and operational at all times, including time of any inspection or testing. Customer shall provide Castle with any necessary passwords, access codes, fire system points list, previous inspection reports, any documents required by applicable regulations and laws or other documentation that could aid Castle in the testing and inspections process. Customer must ensure they properly notify their building tenants and occupants of the testing and inspection. The Customer accepts any and all consequences for the lack of or inadequacies of documentation. The Customer has the authority to sign this Agreement and in doing so will not violate any other agreement. The Customer must make Castle employees fully aware of any potential hazardous conditions (including but not limited to asbestos, mold, animals, etc) on the premises. In the event that any of the fire sprinkler or fire alarm systems need to be shut down or are not functioning properly, it is the sole responsibility of the Customer to conduct a fire watch until such problems with the systems are corrected. In the event the transmitting equipment installed at the Customer site goes into a runaway condition sending excessive signals to the receiving station it shall be Customers responsibility to allow Castle at Castles prevailing rates, on site to correct the problem or disconnect the transmitting equipment until the problem is rectified. The cost of such a service call shall be the responsibility of the Customer as well as any additional costs charged to Castle by the receiving station as a result of the runaway condition. In the event the valves require maintenance and/or service in order to operate properly or reset, Customer will be responsible for additional costs associated. All areas that require Castle to have access, the customer must provide unrestricted access. Customer will be charged for additional time spent on gaining access. This includes however is not limited to unrestricted access to common laundry rooms, common storage rooms, elevators, loading docks, etc. Customer agrees to provide Castle employees adequate parking based on a standard full size van and at no additional cost to Castle. It is the customers responsibility to pay Castle for the above said services for the terms as specified within this agreement. If the amount specified within this Agreement is not paid per the terms of this Agreement, and this account should go to our collections process, the customer will be responsible for all fees associated with the collections process, to include however not limited to attorney fees, collection company fees, etc. Please note there is a cancellation fee of \$495 if services are cancelled within 48 business hours of the scheduled inspection.

LIMITATION OF LIABILITY - Castle is not required to move personal property, equipment, walls, and ceilings or like materials which may impede access or limit visibility. Deficiencies and defects which are latent, concealed, or not in plain sight are excluded from the inspection. Castle makes no warranty as to the functionality and design of the originally installed system(s). Also, Castle makes no warranties, express or implied, regarding the adequacy, performance or condition of any inspected fire protection equipment. It is also understood that although Castle is being paid to inspect and/or test fire protection equipment, Castle cannot guarantee that loss or damage will not occur. Castle is not an insurer against loss or damage. Sufficient insurance shall be obtained by and is the sole responsibility of Customer and the amounts payable to Castle hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of Customers property or others located in Customer's premises. The parties hereto agree that it is impractical and extremely difficult to fix the actual damages, if any that may approximately result from failure on the part of Castle to perform any of its obligations hereunder. The Customer does not desire that this contract provide for full liability of Castle and agrees that Castle shall be exempt from liability for loss or damage due directly or indirectly to occurrences, or consequences there from, which the inspection and/or testing is designed to detect or avert. If Castle shall be found liable for loss or damages due to a failure of inspection and/or testing in any respect, Castles liability shall be limited to the lesser of a sum equal to one-half (1/2) of the current annual inspection charge paid (or to be paid) by the Customer or \$1,000.00 as liquidated damages and not as a penalty. As the exclusive remedy, the provisions of this paragraph shall apply, if loss or damage, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligations imposed by this contract or from negligence, active or otherwise, of Castle, its agents, or employees. PROVIDED, HOWEVER, THAT IN NO EVENT SHALL CASTLE BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IT IS SPECIFICALLY UNDERSTOOD THAT CASTLE DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE. THE CUSTOMER UNDERSTANDS AND AGREES THAT CASTLE MAKES NO WARRANTIES AND THAT NO REPRESENTATIVE OF CASTLE HAS ANY AUTHORITY TO MAKE ANY WARRANTIES OR OTHERWISE VARY THE TERMS OF THIS AGREEMENT.

INSURANCE - The Customer understands that Castle is not an insurer. The Customer is responsible for obtaining all insurance the Customer thinks is necessary, including however not limited to coverage for personal injury, property damage, pollution coverage, etc. The payments the Customer makes under this Agreement are not related to the value of the premises or the Customers possessions, but rather are based on the cost of Castles services.

INSPECTION/TESTING - The inspection and testing provided under this Agreement does not include any maintenance, repairs, alterations, or replacement of parts or any other field adjustments whatsoever. The inspections and testing provided under this Agreement are NOT a system survey or engineering analysis of the system and/or its design. Castle may identify such items while conducting an inspection and/or testing in order to bring them to the Customers attention, however are not considered as part of the inspection/testing. Castle neither provides nor maintains the water supply source servicing any fire protection systems; nor does the Inspector make any claims and/or representations as to the presence currently or in the future of corrosive particles, i.e. microbiological organisms, contained in the water supply. Castle recommends that the water supply be tested and treated, where applicable, for any microbiological organisms that may influence corrosion, and will provide such services upon execution of a separate written agreement. Testing and treatment of the water supply, and any costs associated therewith, are not covered by this inspection and/or testing agreement and are the sole responsibility of the Customer.

WAIVER OF SUBROGATION - Customer does hereby, for itself and all others claiming for it under this Agreement, release and discharge Castle from and against all hazards covered by Customers insurance, it being expressly agreed and understood that no insurance company, insurer or other entity/individual will have any right of subrogation against Castle.

INDEMNITY - The Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, whether caused or claimed to be caused in whole or in part by Company, arising in any way from any act or omission of the Customer or Company relating in any way to this Agreement, including but not limited to the work under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

SEVERABILITY - If any provisions of the entire contract shall be invalid or unenforceable under the laws of the jurisdiction applicable to the entire agreement, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but the entire Agreement shall be construed as if not containing the particular invalid or enforceable provision or provisions, and the rights and obligations of Castle and the Customer shall be construed and enforced accordingly.

MISCELLANEOUS - This Agreement constitutes the entire Agreement between the parties hereto. No oral representations or other agreements have been made except as stated in this Agreement. No amendment, alteration, modification or waiver of this Agreement shall be valid or enforceable unless in writing and duly executed by both parties. This agreement shall be interpreted and enforced in accordance with the laws of Prince Georges County, Maryland without regard to conflicts of laws. Any dispute, controversy, claims or matters in question, arising out of or relating to this agreement, shall be resolved by litigation. Such litigation shall be brought exclusively in the courts of Prince Georges County, Maryland. In the event of any conflict between the provisions of this Agreement and any attachments hereto, the provisions of this Agreement shall prevail. It is agreed upon that customer or any of its affiliates will not solicit Castle employees for employment or other reasons unless agreed upon in writing by Castle Ownership. This Agreement is not binding on Castle until Castle or its authorized agent signs it. Faxed signatures and emails are binding on the parties. Castle reserves the right to cancel this Agreement at any time. If any provision of this Agreement is found to be invalid, the remaining provisions are still effective. Customer reserves the right to cancel this agreement with 60 (sixty) days written notice.

AUTHORIZATION - The person executing this Agreement on behalf of the Customer, expressly warrants and covenants that he/she is the authorized representative of the Owner of the premises and is authorized to enter into this Agreement for and on behalf of the Owner.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have hereunto executed this contract on the day and year written herein. Castle appreciates this opportunity to provide the above said services.

Thank you for choosing the Castle Team for your fire protection needs. By signing below you agree to our standard terms and conditions for your property with regards to the services and products we provide. If you have any questions, please contact our management team. We thank you for your business.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____



Guardian Fire Protection Services, LLC • 7668 Standish Place • Rockville, MD 20855 • Ph: 301.840.7100 • Fax: 301.591.4294

This INSPECTION AND REPAIR SERVICES AGREEMENT (the Agreement) is entered into as of this 20th Day of March, 2023, between GUARDIAN FIRE PROTECTION, LLC (Company) and you (the Customer). This agreement provides for the Inspection Services, Repair Services and/or work performed of any kind on the Equipment indicated in the Inspection Services/Fee section of this agreement, the attached Equipment List and any other equipment that is requested by Customer at the Premises Address set forth below.

CUSTOMER INFORMATION

Customer Name			Contact Name		Contact Phone		E-Mail Address	
CAMP			Steve Philbin		703-567-4881		sphilbin@gocampmgmt.com	
Billing Address					Premise Address			
200 Cameron Station Blvd.					200 Cameron Station Blvd.			
City		State	Zip Code		City		State	Zip Code
Alexandria		VA	22304		Alexandria		VA	22304

INSPECTION SERVICES/FEE

Inspection Service	Location	Quantity	Frequency	Cost Each	Annual Cost
Fire Alarm	200 Cameron Station Blvd.	1	Annual	\$475	\$475
1 Wet, 1 Dry Sprinkler System	"	1	Annual	\$675	\$675
1 Wet, 1 Dry Sprinkler System	"	1	Semi-Annual (x1)	\$350	\$350
1 Wet, 1 Dry Sprinkler System	"	1	Quarterly (x2)	\$320 each	\$640
Fire Extinguishers	"	9	Annual+ \$75 stop fee	\$8.00 each	\$147
Backflow Preventers	"	3	Annual	\$215 each	\$645
			Year 2	\$3020	
			Year 3	\$3110	
Parts / Repairs / Tax not included and will be additional				Total Fees:	\$2932.00

Payment Terms: Net 30

SCOPE OF INSPECTION SERVICES

DURING EACH CONTRACTED-FOR INSPECTION SERVICE, COMPANY WILL PERFORM ONLY THOSE SERVICES AND PROCEDURES, AND INSPECT ONLY THAT EQUIPMENT, IDENTIFIED AND DESCRIBED ON THE INSPECTION SERVICES/FEE SECTION OF THIS AGREEMENT ABOVE, AND/OR ON THE ATTACHED EQUIPMENT LIST. IT IS THE CUSTOMER'S SOLE RESPONSIBILITY TO HAVE ANY EQUIPMENT NOT OTHERWISE IDENTIFIED AND DESCRIBED IN THE MANNER SET FORTH ABOVE INSPECTED IN ACCORDANCE WITH NFPA, LOCAL AUTHORITY HAVING JURISDICTION, OR OTHER APPLICABLE CODES, LAWS, GUIDELINES OR STANDARDS. FOLLOWING EACH CONTRACTED-FOR INSPECTION, COMPANY WILL PROVIDE CUSTOMER WITH AN INSPECTION REPORT DETAILING THE RESULTS OF THE INSPECTION. WHEN REQUIRED BY CODE OR ORDINANCE, THESE RESULTS WILL ALSO BE DISTRIBUTED TO PARTIES SPECIFIED BY SUCH REQUIREMENT.

TERM

The Initial Term of this Agreement is three (3) years from the date of this Agreement.

BY SIGNING BELOW, THE CUSTOMER ACKNOWLEDGES THAT THE CUSTOMER HAS RECEIVED A COPY OF THIS AGREEMENT AND HAS READ AND UNDERSTOOD THIS AGREEMENT, INCLUDING THOSE GENERAL TERM OF THE SECOND PAGE.

CUSTOMER AUTHORIZED REPRESENTATIVE

GUARDIAN FIRE PROTECTION, LLC

Customer Signature _____ Date _____

Signature _____ Date _____

Printed Name _____
Date _____

Printed Name _____ Date _____

GENERAL TERMS TO INSPECTION SERVICE AGREEMENT

1. LIMITATION OF COMPANY'S LIABILITY

IF THE COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, GROSS NEGLIGENCE IN STATES WHERE COMPANY CAN LIMIT ITS LIABILITY FOR GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, STRICT PRODUCT LIABILITY, INDEMNIFICATION OR CONTRIBUTION, OR ANY OTHER THEORY OF LIABILITY ARISING IN ANY WAY FROM THE INSPECTION SERVICES CONTRACTED-FOR UNDER THIS AGREEMENT, OR ANY OTHER SERVICES WHICH THE CUSTOMER CLAIMS WERE PROVIDED OR SHOULD HAVE BEEN PROVIDED UNDER THIS AGREEMENT, THE COMPANY'S MAXIMUM LIABILITY WILL BE LIMITED TO A SUM EQUAL TO THE FEES AND CHARGES UNDER THIS AGREEMENT, COLLECTIVELY FOR COMPANY, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE. THE COMPANY WILL ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY THE CUSTOMER AND THE COMPANY. IF THE COMPANY DOES SO, A RIDER WILL BE ATTACHED TO THIS AGREEMENT.

THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR, AMONG OTHER THINGS, LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; BUSINESS INTERRUPTION, GOVERNMENT FINES AND CHARGES; PERSONAL INJURIES OR DEATH; ECONOMIC DAMAGES; NON-ECONOMIC DAMAGES; PAIN AND SUFFERING; LOSS WAGES; LOSS OF EARNING CAPACITY; CROSS-CLAIMS AND OTHER CLAIMS FOR INDEMNITY AND CONTRIBUTION; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS LIMITATION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (DAMAGES THAT RESULT FROM AN ACT, BUT DO NOT DIRECTLY RELATE TO THE ACT) AND PUNITIVE (DAMAGES USED TO MAKE AN EXAMPLE OF SOMEONE).

2. INSURANCE

The Customer understands that the COMPANY IS NOT AN INSURER. The Customer is responsible for obtaining all insurance the Customer thinks is necessary, including coverage for personal injury and property damage. The payments the Customer makes under this Agreement are not in any way related to the value of the Premises or the Customer's possessions or people on the Premises.

The Customer releases the Company from any liability for any event or condition covered by the Customer's insurance. This provision is also known as waiver of subrogation provision.

3. CUSTOMER'S PROTECTION OF COMPANY

This Agreement is intended only for the Customer's benefit. Therefore, the Customer agrees to protect, indemnify, defend, release and hold harmless the Company and the Company's related parties (including payment of reasonable attorneys' fees and court costs), from liability against all third party claims or losses (that is, any person or entity which is not a party to this Agreement) brought against the Company which in way relate to the Inspection Services contracted-for under this Agreement, or any other services which any such third party claims were provided, or should have been provided, under this Agreement. The Company's related parties include the Company's employees, agents and subcontractors.

This protection/indemnity covers claims against the Company arising under contract, warranty, Company's own negligence or gross negligence in states in which Company can obtain indemnification against its own gross negligence, negligent misrepresentation, strict product liability, cross claims or other claims for indemnification or contribution, or any other theory of liability.

4. CUSTOMER'S DUTIES/RESPONSIBILITIES

Although Company will be responsible for providing the contracted-for Inspection Services at the contracted-for intervals, Company will provide no inspections or other services of any kind between those intervals unless separately contracted in writing to do so. Customer is, therefore, solely responsible for testing, inspecting, maintaining, and repairing the Equipment subject to this Agreement, and all other alarm or fire detection/protection/suppression equipment at the Premises, during the intervals between the contracted-for Inspection Services. Company assumes no liability for, and is in no way responsible for, any damage or loss or any kind or nature whatsoever, which may occur in the intervals between the contracted-for Inspection Services.

Although Company may contact the Customer in an effort to schedule the contracted-for Inspection Services, it is the sole and exclusive responsibility of the Customer to contact the Company to schedule the contracted-for Inspections at the contracted-for intervals.

It is the Customer's responsibility to make the Premises address available to Company during normal business hours (9:00 a.m. to 5:00 p.m.) so that Company may perform the contracted-for Inspections. If the Customer fails to make the Premises available on the date and time agreed, then Company shall have the right, in its sole discretion, to charge the Customer an additional reasonable fee.

5. COMPANY WILL NOT REPAIR/REPLACE

Company will not correct, repair or replace any Equipment, or otherwise be responsible for any material defect, failure or non-compliance with the NFPA, local authority having jurisdiction, or other applicable codes, laws, guidelines or standards discovered during the contracted-for Inspection Services, nor be responsible for correcting any said defect, failure or non-compliance, unless Customer separately contracts in writing with Company to do so for a separate additional fee. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT (I) THE CUSTOMER VERBALLY OR BY WAY OF PURCHASE ORDER, WORK ORDER, ELECTRONIC MAIL OR OTHER WRITTEN NOTICE REQUESTS THE COMPANY TO MAKE A REPAIR, (II) THE COMPANY AGREES TO DO SO, AND (III) THE COMPANY ACTUALLY COMMENCES WORK TO PERFORM THE REPAIR, THEN THE CUSTOMER AGREES THAT ALL OF THE GENERAL TERMS OF THIS AGREEMENT SHALL APPLY TO AND GOVERN SUCH REPAIR, INCLUDING, WITHOUT LIMITATION, LIMITATION OF COMPANY'S LIABILITY, INSURANCE, CUSTOMER'S PROTECTION OF COMPANY AND LIMITATIONS ON LAWSUITS/ JURY TRIAL.

Customer understands and agrees that, while Company is performing the contracted-for Inspection Services, equipment at the Premises may fail or malfunction through no fault of Company and, among other things, water, suppression agent or other material may leak or be discharged. Company assumes no liability or responsibility whatsoever for any such failure, including any water, suppression agent or other material which may leak or be discharged, or any real or personal property damage, inventory damage, economic damage, business interruption, or other damages which may result. Company will only repair, replace or clean up any such failure if contracted separately in writing to do so for an additional fee.

6. NO WARRANTY

COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY AND ALL SUCH WARRANTIES BEING EXPRESSLY WAIVED UNDER THIS AGREEMENT.

7. EXISTING SYSTEM(S)

Where any and all services performed by Company are for an existing system or connected to or comes into contact with an existing system, any deficiencies detected in the existing system during inspecting, testing, repairing or charging of the system are the responsibility of the Customer and are not covered by any warranties that may be applicable to the services being performed by Company. Customer agrees that any corrective actions proposed by Company as part of this agreement, including but not limited to inspection, service, maintenance, repair of or replacement of parts, installation of new parts, and other recommendations made by Company, may identify, and indicate deficiencies within the existing system(s) of Customer. As an element of safety, Customer agrees that it is at their sole discretion and choice to leave existing system(s) operational and assumes any and all liability for occurrences, failures, loss, or damages, resulting from existing deficiencies within Customer's system(s), whether or not deficiencies contributing to such loss or damage have been identified by Company. Customer agrees that Company shall bare no liability for occurrences, failures, loss, damages, or a breach of this agreement, arising from existing deficiencies within Customer's system(s). Customer releases Company from any and all claims regarding the existing system and any damage or injury caused by or to the existing system.

8. THE CUSTOMER'S DEFAULT

The Customer agrees to pay the Fee and Charges under this Agreement as and when due. In the event the Customer fails to pay, as agreed, the Company will give the Customer written notice of default. If the Customer does not cure the default within 10 days of the date of the notice, the Company can terminate this Agreement. If the Company terminates this Agreement, the Customer must pay the Company (a) all amounts then due and fifty percent (50%) of all amounts to become due and owing under this Agreement; and (b) the Company's reasonable collection costs, including attorneys' fees and costs.

In addition to the foregoing remedy, the Customer agrees to pay Company a finance charge of one and one-half (1-1/2%) percent (eighteen (18%) percent per year) on all obligations not paid within ten (10) days of the due date.

In the event this Agreement is terminated for any reason, then the following provisions shall survive the termination and continue with full force and effect: Limitation of Company's Liability, Insurance, Customer's Protection of Company, and Limitation of Lawsuits/Jury Trial.

9. TRANSFERS

The Customer cannot transfer or assign this Agreement without the Company's consent. However, the Company can transfer or assign this Agreement or subcontract its obligations without the Customer's consent. If the Company does so, anyone to whom the Company transfers, assigns or subcontracts its obligations will have all of the Company's rights under this Agreement, and Company will continue to have all of its rights under this Agreement.

10. LIMITATION ON LAWSUITS/ JURY TRIAL

The Customer must bring any lawsuit against the Company within one (1) year after the act, omission or event occurred upon which the lawsuit is based. If the Customer does not, the Customer has no right to sue the Company and the Company has no liability to the Customer for that claim. It is critical that the Customer bring any claim in a timely manner. Time is of the essence.

THE COMPANY AND THE CUSTOMER BOTH GIVE UP THEIR RIGHT TO A JURY TRIAL.

11. MISCELLANEOUS

After the Initial Term of this Agreement, the Company can increase the Fees for Services by no more than five percent (5%) by giving Customer thirty (30) days advance written notice, and the Customer agrees to pay the increased charges.

This Agreement is governed by law of the State where the Premises is located. The Customer has the authority to sign this Agreement and in doing so will not violate any other agreement.

The terms and conditions of this Agreement shall prevail notwithstanding the terms and conditions of any other form, purchase order, or other document submitted by the Customer and any such terms and conditions are expressly disclaimed and shall be of no force and effect. That is, it is the intent of the parties that this Agreement, and only this Agreement, shall govern the terms and conditions relating to the Inspection Services.

All of the terms and conditions on this Agreement will also apply to any and all future inspection services or work of any kind or sort provided to Customer by the Company that are not otherwise subject to and governed by a future written agreement between the Customer and the Company. In the event that the Customer was acquired by the Company through an asset purchase or other agreement with another company previously providing services to the Customer (hereinafter an "Acquired Customer"), then the terms and conditions of this Agreement shall apply to any such future services provided by the Company to the Acquired Customer, unless such future services are subject to a new Agreement executed by the Company and the Acquired Customer.

If any provision of this Agreement is found to be invalid, the remaining provisions are still effective. This Agreement cannot be modified without the written consent of both Customer and Company.

This Agreement contains the entire understanding between the Customer and the Company and replaces any other documents or discussions the Company previously had with the Customer.

BY SIGNING BELOW, THE CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RECEIVED A COPY OF THIS AGREEMENT AND HAS READ AND UNDERSTOOD THIS AGREEMENT, INCLUDING THOSE GENERAL TERMS OF THIS SECOND PAGE. FURTHER, THE PERSON SIGNING BELOW, OR ELECTRONICALLY APPROVING ON BEHALF OF THE CUSTOMER WARRANTS AND REPRESENTS TO THE COMPANY THAT HE/SHE HAS THE EXPRESS OR IMPLIED AUTHORITY TO DO SO BY THE CUSTOMER AND BIND THE CUSTOMER TO ALL OF THE TERMS AND CONDITIONS ON THIS AGREEMENT.

CUSTOMER AUTHORIZED REPRESENTATIVE

GUARDIAN FIRE PROTECTION, LLC

Signature

Date

Signature

Date

Printed Name

Date

Printed Name

Date

Guardian Fire Protection Services, LLC • 7668 Standish Place • Rockville, MD 20855 • Ph: 301.840.7100 • Fax: 301.591.4294

www.GuardianFireProtection.com



GUARDIAN FIRE PROTECTION SERVICES

EQUIPMENT LIST

Guardian Fire Protection Services, LLC • 7668 Standish Place • Rockville, MD 20855 • Ph: 301.840.7100 • Fax: 301.591.4294

Fire Alarm

1 Control Panel
1 Booster Panel
5 Smoke Detectors
4 Duct Detectors
Elevator with Recall

1 Wet and 1 Dry Sprinkler System

1 Flow Switch
4 Tamper Switches
1 Pressure Switch

Fire Extinguishers

9 Fire Extinguishers

3 Backflow Preventers

Additional notes to be included in Agreement:

1. The following labor rates will apply for service calls: Regular hours, Monday through Friday, 7:00 AM to 5:00 PM, \$150.00 per hour, per man (two men per truck), plus travel one-way. After regular hours/ holidays: Monday through Friday, 5:00 PM to 7:00 AM, weekends and holidays; \$190.00 per hour, per man, with a four (4) hour minimum, plus parts portal to portal.
2. Repair and/or replacement of any non-functioning or defective equipment and/or maintenance parts are not part of this agreement. Parts and labor for repairs will be billed separately.
3. There is a nominal fleet vehicle surcharge typically ranging from \$19.00 to \$35.00 for each service visit.
4. Fire extinguisher recharges, maintenance parts, 6-year maintenance or hydro-tests have not been included in the pricing above.
5. The extinguisher and backflow quantities outlined above were provided by Cameron Station. The unit prices will apply if there are more or less than outlined.
6. Pricing is based upon the elevator shunt trip test at the same time as the annual fire alarm inspection. An elevator technician must be on site on the day of the fire alarm test. If a return trip is necessary to test the elevator shunt trip or delays occur outside of Guardian Fire's control, the elevator shunt trip test will be performed on a time and material basis (see labor rates above).
7. Guardian Fire partners with a plumbing contractor to perform the backflow inspections and any subsequent repairs.
8. Some local water authorities have begun to incorporate fees for each backflow tested in their jurisdiction. If fees are charged by the water authority, they will be added to the inspection cost as a separate line item.
9. At the site visit on 9-20-22, there was a communications fault on the fire alarm panel and the accelerator on the dry pipe sprinkler system was out of service. Guardian Fire is not responsible for pre-existing conditions of problems related to the original installations.
10. *Estimate based on performing the 5-year hydrant tests on 25 of 75 total hydrants each year over the next three years. Two years will then have no 5-year tests, then will start the process over again, based on a renewal agreement being in place.

Customer Initials: _____



GUARDIAN FIRE PROTECTION SERVICES

Scope of Inspection

Annual Fire Alarm Inspection

- Test the control panel functions to include the lamps and LED's, check fuses, interface equipment and check the primary power.
- Test smoke detectors by introducing approved aerosol into smoke detector chamber, or specific manufacturer recommended methods of performing the proper test and verify the proper signal was received at the alarm panel.
- Test manual pull stations through a full range of motion and verify the proper signal was received at the alarm panel.
- Test heat detectors with a heat gun and verify proper alarm activation at the fire alarm control panel.
- Test and inspect all audible and visual devices to ensure that they are unobstructed, proper lights activate and the sound level is above ambient noise levels.
- Random check of circuit supervision to ensure fire alarm panel detects an open circuit.
- Load test stand-by batteries and check auxiliary functions such as door release and damper release.
- Test battery charger.
- If a dialer is installed, verify the central station monitoring company received the appropriate signals.
- Remote annunciator is tested to verify they accurately portray where the alarm exists in the protected premises.
- Test duct detectors and ensure proper unit shutdown, if applicable.
- Check any auxiliary devices that may exist and are listed on the equipment list included in this contract (door holder release, dampers, etc).
- NFPA requires sensitivity testing of smoke detectors to be performed initially and every other year thereafter. This service is not included in this contract unless specifically stated and for an additional fee.
- **ONLY THE IDENTIFIED DEVICES ON THIS CONTRACT WILL BE INSPECTED. IT IS IMPORTANT THAT ALL DEVICES ARE DISCLOSED TO GUARDIAN FIRE PROTECTION SERVICES, LLC SO THAT EVERY DEVICE IS PROPERLY INSPECTED.**



Scope of Inspection

Annual Wet Sprinkler Inspection

- Visual inspection from the floor for proper orientation, support and clearance of all sprinkler heads and system piping that are readily viewable and accessible.
- Main drain tests are performed to verify proper water volume and pressure is available for the sprinkler system. Results are recorded.
- Lubricate valves.
- If connected to the building alarm system, alarm and supervisory devices are checked to make sure proper annunciation and notification is indicated.
- Flow switches are tested by flowing water from the inspectors test connection.
- Tamper switches are tested by exercising the valve through the full range of motion and verifying that signals are received at the fire alarm control panel.
- Check fire department connections for proper caps and being unobstructed.
- Check system gauge calibration date and verify the water pressure is adequate.
- Check for proper signage on valves.
- Inspect spare head box for proper inventory of spare sprinkler heads and wrench.
- Verify that all valves are in the proper position and sealed or supervised.
- If the system is monitored, verify signals are received at the central monitoring station.
- THERE ARE CERTAIN 5 YEAR SPRINKLER INSPECTION REQUIREMENTS BY LOCAL AUTHORITIES HAVING JURISDICTION AND NFPA. SUCH 5 YEAR INSPECTIONS ARE NOT INCLUDED IN THIS CONTRACT UNLESS SPECIFICALLY STATED AND FOR AN ADDITIONAL FEE.



Scope of Inspection

Quarterly Wet Sprinkler Inspection

- Visual inspection of the sprinkler risers and valve trim for damage.
- Test mechanical water motor gong, if applicable.
- Check system gauge calibration date and verify the water pressure is adequate.
- Flow water through the main drain, record readings and compare to previous readings on file.
- Check fire department connections for proper caps and being unobstructed.
- Verify that all valves are in the proper position and sealed or supervised.
- If the system is monitored, verify signals are received at the central monitoring station.

Semi-Annual Wet Sprinkler Inspection

In addition to the inspection tasks outlined above, the following tests are to occur semi-annually:

- Test all alarm and supervisory device functions by flowing water and exercising valves.
- Flow switches are tested by flowing water through inspector's test connection or the alarm test line where applicable.
- THERE ARE CERTAIN 5 YEAR SPRINKLER INSPECTION REQUIREMENTS BY LOCAL AUTHORITIES HAVING JURISDICTION AND NFPA. SUCH 5 YEAR INSPECTIONS ARE NOT INCLUDED IN THIS CONTRACT UNLESS SPECIFICALLY STATED AND FOR AN ADDITIONAL FEE.



Scope of Inspection

Annual Dry Sprinkler Inspection

- Visual inspection from the floor for proper orientation, support and clearance of all sprinkler heads and system piping that are readily viewable and accessible.
- Main drain tests are performed to verify proper water volume and pressure is available for the sprinkler system and results are recorded.
- Lubricate valves.
- Drain low points.
- Inspect and clean the interior of the dry pipe valve removing excess scale and sediment and verifying that all seals are serviceable.
- If connected to the building alarm system, alarm and supervisory devices are checked to make sure proper annunciation and notification is indicated.
- Check fire department connections for proper caps and being unobstructed.
- Check system gauge calibration date and verify the water pressure is adequate.
- Check for proper signage on valves.
- Inspect spare head box for proper inventory of spare sprinkler heads and wrenches.
- Verify that all valves are in the proper position and sealed or supervised.
- If the system is monitored, verify signals are received at the central monitoring station.
- All alarm and supervisory functions are tested by either bump testing or full trip testing of the dry pipe valve and other valves that are required to be exercised.
- Trip test dry valves and record trip test time and time to inspectors test.
- Record the trip pressures and the low air pressures.
- Verify proper cut-in and cut out times for the system compressor.
- The valve room is inspected for proper heat for cold weather.
- The compressor is inspected for proper cut-in and cut out pressures.
- THERE ARE CERTAIN 5 YEAR SPRINKLER INSPECTION REQUIREMENTS BY LOCAL AUTHORITIES HAVING JURISDICTION AND NFPA. SUCH 5 YEAR INSPECTIONS ARE NOT INCLUDED IN THIS CONTRACT UNLESS SPECIFICALLY STATED AND FOR AN ADDITIONAL FEE.



GUARDIAN FIRE PROTECTION SERVICES

Scope of Inspection

Quarterly Dry Sprinkler Inspection

- Visual inspection of the sprinkler risers and valve trim for damage.
- Test all alarm and supervisory device functions by flowing water and exercising valves.
- Check system gauge calibration date and verify the water pressure is adequate.
- Flow water through the main drain, record readings and compare to previous readings on file.
- Check fire department connections for proper caps and being unobstructed.
- Verify that all valves are in the proper position and sealed or supervised.
- If the system is monitored, verify signals are received at the central monitoring station.
- Inspect the priming water and quick opening devices.
- Drain the drum drips
- THERE ARE CERTAIN 5 YEAR SPRINKLER INSPECTION REQUIREMENTS BY LOCAL AUTHORITIES HAVING JURISDICTION AND NFPA. SUCH 5 YEAR INSPECTIONS ARE NOT INCLUDED IN THIS CONTRACT UNLESS SPECIFICALLY STATED AND FOR AN ADDITIONAL FEE.



Scope of Inspection

Portable Extinguisher Annual Inspection

- Extinguisher is inspected for damage or missing parts.
- Extinguisher is removed from bracket or cabinet.
- Inspect the gauge to verify the needle is in the green zone.
- Inspect the hose.
- Lift the extinguisher to verify it is charged. CO2 extinguishers are weighed.
- The pull pin is examined.
- Examine the hydro test date to verify whether it is due for a hydro test: *Pressurized Dry Chemical Portables are due every 12 years.
* CO2 extinguishers are due every 5 years.
- Examine the 6 year maintenance date to determine if it is due for maintenance.
- Verify the extinguisher is mounted at the proper height.
- Replace the tamper seal and tag the extinguisher.

VSC FIRE & SECURITY, INC.

Proposal For Inspection

AGREEMENT made this day, **March 20, 2023** between **VSC Fire & Security, ("Company")**
and **Cameron Station Community Association** ("Subscriber")
located at **200 Cameron Station Blvd. Alexandria, VA. 22304**

Witnesseth, that:

Subscriber owns and/or occupies and/or represents premises located at **Cameron Station (Clubhouse)**
200 Cameron Station
in the County of **Alexandria**, state of **Virginia** zip code: _____

Wherein, there is now installed certain fire protection systems, to wit:

One(1) Wet Pipe Sprinkler System(s)

One(1) Dry Pipe Sprinkler System(s)

Proposal Note:

- Sales tax additional if applicable

- Inspection for common areas only

Quarterly Sprinkler Inspection

Attic Included: YES ☐ NO ☒

Scope of Work: COMPANY shall inspect and/or test the fire protection equipment described above. This is not a maintenance or service agreement. All work will be performed in accordance with the applicable NFPA standards subject to all terms and conditions of this Agreement. This is not a design survey or engineering analysis agreement. **The work to be performed is expressly subject to and shall include the terms and conditions herein.**

Number of Inspections: The Company shall inspect and/or test said equipment Three (3) time/s per year.

Frequency: The frequency of inspection and testing is limited to the frequency outlined above. Any additional inspection and testing frequencies are hereby excluded unless contained in a separate, written authorization subject to all terms and conditions of the Agreement.

Term: The term of this Agreement is one (3) year from date hereof and shall be automatically renewed each year thereafter until terminated by either party on at least thirty (30) days written notice being given to the other party prior to the renewal date. Company's then current charges shall apply for each renewal period.

Cost of Inspections and Payment: The SUBSCRIBER shall pay to Company, within thirty (30) days after inspection has been made, the sum of **Six Hundred Ninety Dollars(\$ 690.00)** dollars per each inspection. If sales tax is applicable to the jobsite jurisdiction, it will be added to this price upon invoicing.

If the SUBSCRIBER fails to pay the full amount due, Company may, at its option, terminate this Agreement, and, in any event, will not be obligated to perform any additional work until payment past due has been received by COMPANY.

Reports: The inspection and/or test shall be completed on COMPANY's then current report form which shall be distributed to SUBSCRIBER, with copies forwarded as per code. A report form in which defects or deficiencies have been noted is advisory in nature, and is intended to assist SUBSCRIBER in reducing the risk of loss to life or property by indicating obvious defects or impairments noted in the system. It neither implies that no other hazards or defects exist in the system, nor that all other elements of the system and components are free of defect or deficiency at the time of the inspection. The final responsibility for the condition and operation of the system, components, and equipment rests entirely with the SUBSCRIBER.

Inspection Notification: Prior to Company performing any tests, SUBSCRIBER shall notify any alarm monitoring company, the local fire department, and all occupants and tenants. • All Inspections to be coordinated and scheduled by owner / owner rep. It is not the responsibility of VSC to contact customer to schedule inspections.

VSC FIRE & SECURITY, INC.

Additional Inspection: Emergency or additional inspections requested by SUBSCRIBER will be furnished at an additional charge and will be performed pursuant to a written authorization subject to all terms and conditions of this Agreement.

Emergency Service: Emergency service requested by SUBSCRIBER will be furnished at an extra charge pursuant to a separate written Service Agreement.

Additional Equipment: In the event additional equipment is installed after the date of this Agreement, such equipment shall be inspected pursuant to a separate, written authorization subject to all terms and conditions of this Agreement at the Company's then-current charges for inspection of that type of equipment.

Water Supply: Testing and treatment of the water supply, and any costs associated therewith, are not covered by this Agreement and are the sole responsibility of SUBSCRIBER. Equipment is available that is designed to monitor for conditions that can contribute to internal corrosion inside water based fire protection systems. Such testing and equipment can be provided pursuant to a separate written agreement.

Backflow Prevention Devices: A forward flow test equaling system demand, if hydraulic data is available, will be conducted where proper test header connections of proper size exist. Where no such connections or means exist, the forward flow of the backflow device is excluded from this Agreement.

Duct Detectors: If testing of Duct Detectors is included in this Agreement, the Duct Detectors will be tested using aerosol smoke or other approved smoke devices that ensure smoke entry into the chamber of the Duct Detector head. Testing of the air flow across the sampling tube is not included as part of this test or Agreement.

Special Conditions: Inspections requiring specialized training, drug testing, background checks and certifications will be subject to additional charges.

Fees: Permits, licensing or other approvals necessary for performance of the inspections are SUBSCRIBER's responsibility. If supplied by Company, fees for those items will be invoiced as an additional cost under the Agreement.

General Conditions

Scope of Inspection: The inspection and testing provided under this agreement does not include any maintenance, repairs, alterations, or replacement of parts or any other field adjustments. The inspections and testing provided under this Agreement are NOT a system survey or engineering analysis of the system and/or its design.

Any suggested improvements itemized on any inspection and/or testing report do not constitute an engineering review of the fire protection/suppression system installed in your facility. To the extent such are itemized, they were noticed while conducting an inspection and test of your fire protection system in accordance with applicable NFPA Inspection and Testing Guidelines; however, such items are not part of the NFPA required inspection and test. COMPANY makes no guarantee or assurance that all defects or deficiencies in the systems have been itemized.

The scope of work under this Agreement is limited to the provision of inspection and testing services. COMPANY is not required to move personal property, equipment, walls, and ceilings or like materials which may impede access or limit visibility. Areas that are concealed are excluded from the inspection.

COMPANY does not warrant that the equipment or systems inspected/tested will meet or comply with the requirements of any fire or life safety code, or regulation of any state, municipality or other jurisdiction of Customer's particular location.

Inspection may include review of acceptance tests, prior inspection reports, manufacturer's operation manuals, and building drawings if provided by the SUBSCRIBER or the SUBSCRIBER's representative.

When applicable, SUBSCRIBER shall be responsible for coordinating with proper companies/personnel to ensure that the elevator recall and elevator shut down systems can be tested during the inspection.

SUBSCRIBER is responsible for locating and/or identifying all devices that are not marked, such as duct detectors, damper controls, drum drips low point drains and other devices.

VSC FIRE & SECURITY, INC.

Work of Others: COMPANY makes no warranty, express or implied, as to the quality of work performed by others or the functionality and design of the originally installed/modified system(s). COMPANY makes no warranty, express or implied, regarding the adequacy, performance or condition of any inspected fire protection equipment. COMPANY cannot and does not guarantee that loss or damage will not occur.

Inspector Not An Insurer: COMPANY is not an insurer against loss or damage. Sufficient insurance covering the Premises and any property therein shall be obtained by and is the sole responsibility of SUBSCRIBER.

Limitation of Liability – Liquidated Damages - Amount: The parties hereto agree that it is impractical and extremely difficult to fix the actual damages, if any, that may proximately result from failure on the part of COMPANY to perform any of its obligations hereunder. SUBSCRIBER does not desire that this contract provide for full liability of COMPANY and agrees that COMPANY shall be exempt from liability for loss or damage due directly or indirectly to occurrences, or consequences there from, which the inspection and/or testing is designed to detect or avert. If COMPANY shall be found liable for loss or damages due to a failure of inspection and/or testing in any respect, COMPANY's liability shall be limited to the lesser of a sum equal to one-half (1/2) of the current annual inspection charge paid (or to be paid) by SUBSCRIBER or \$1,000.00 as liquidated damages and not as a penalty. The amounts payable to the COMPANY hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of SUBSCRIBER's property or the property of others located in SUBSCRIBER's Premises. **IN NO EVENT WILL CONTRACTOR BE LIABLE TO SUBSCRIBER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.** If more than one location is subject to this Agreement, the liquidated damages amount will be calculated using the contractual cost for the premises or location giving rise to the claim. This provision shall not apply in the case of gross negligence by the company that proximately causes damage or injury.

Limitation of Liability – Liquidated Damages – Property Damage: As the exclusive remedy, the provisions of the preceding paragraph, "Limitation of Liability – Liquidated Damages – Amount," shall apply if loss or damage to any real property or tangible personal property results, directly or indirectly and regardless of cause or origin, from any act and/or omission and/or performance and/or nonperformance of any obligations imposed by this contract or from the negligence, active or otherwise, of COMPANY, its agents, or employees. This provision shall not apply in the case of gross negligence by the company that proximately causes damage or injury.

Limitation of Liability – Liquidated Damages – Personal Injury: As the exclusive remedy, the provisions of the preceding paragraph, "Limitation of Liability – Liquidated Damages - Amount," shall apply if death or personal injury results, directly or indirectly and regardless of cause or origin, from any act and/or omission and/or performance and/or nonperformance of any obligations imposed by this contract or from the negligence, active or otherwise, of COMPANY, its agents, or employees. This provision shall not apply in the case of gross negligence by the company that proximately causes damage or injury.

Limitation of Liability – NO EXPRESS OR IMPLIED WARRANTIES: ***SUBSCRIBER UNDERSTANDS AND AGREES THAT THE COMPANY HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND OR TYPE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. THE SUBSCRIBER FURTHER UNDERSTANDS AND AGREES THAT THE COMPANY MAKES NO EXPRESS WARRANTIES AS TO THE SERVICES RENDERED, AND THAT NO REPRESENTATIVE OF THE COMPANY HAS ANY AUTHORITY TO MAKE ANY WARRANTIES OR OTHERWISE VARY THE TERMS OF THIS AGREEMENT.***

Waiver of Subrogation: SUBSCRIBER does hereby, for itself and all others claiming by or through it under this Agreement, release and discharge COMPANY and waives all rights against COMPANY for all damages caused by fire, water discharge or any other cause of loss to the extent covered by SUBSCRIBER's property insurance, it being expressly agreed and understood that no insurance company, insurer or other entity/individual will have any right of subrogation against COMPANY.

Indemnification: To the fullest extent permitted by law, SUBSCRIBER shall indemnify and hold harmless COMPANY and its employees/agents from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from services provided by COMPANY regardless of whether such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

Acceptance of Terms: No changes or modifications can be made to this Agreement without the express written consent of COMPANY. COMPANY is not bound by any provisions printed or otherwise at variance with this Agreement that may appear on any acknowledgement or other form used by SUBSCRIBER, such provisions being hereby expressly rejected.

VSC FIRE & SECURITY, INC.

Attics: Attics are excluded from this agreement unless after COMPANY's investigation the attic and its entry are deemed safe and accessible. Only those attics having a floor-level entry door with stairs, pull down stairs, and/or a permanently mounted access ladder will be considered for inclusion in the agreement. Further only those attics having appropriate, permanently attached flooring and appropriate lighting will be considered for inclusion in the agreement. Assessment of the suitability of access, flooring and lighting is solely within the discretion of COMPANY. Any attic deemed safe and accessible must be specifically listed in the Agreement to qualify for inclusion in the Agreement. To the extent that any attic is included in the Agreement, only such equipment as is safely visible and accessible from the floored area of the attic will be subject to the Agreement.

Assignment: SUBSCRIBER may not assign any of its rights or obligations under this Agreement to any other person without the express, written authorization of COMPANY. This Agreement inures to the benefit of COMPANY, any affiliated companies or subsidiaries of COMPANY and COMPANY may assign its obligations and rights to any other entity licensed or certified to perform the services provided for herein.

Entry: COMPANY may enter SUBSCRIBER'S premises at all reasonable times to perform the inspections and/or tests required by this Agreement. This Agreement and its pricing are based upon COMPANY being able to perform the inspection and/or testing during normal working hours on Monday – Friday from 7a.m. – 5p.m.

Severability: If any provisions of this contract shall be invalid or unenforceable under the laws of the jurisdiction applicable to the Agreement, such invalidity or unenforceability shall be severed from the Agreement and shall not invalidate or render unenforceable the entire Agreement. Rather, the Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of COMPANY and the SUBSCRIBER shall be construed and enforced accordingly.

Entire Agreement: This Agreement contains the entire understanding and final expression of Agreement between the parties and supersedes and replaces any previous agreements between the parties. This Agreement may be amended only in writing signed by both parties.

Authorization: The person executing this Agreement on behalf of SUBSCRIBER, expressly warrants and covenants that he/she is the authorized representative of the Owner of the premises or Owner's designee and is authorized to enter into this Agreement for and on behalf of SUBSCRIBER, Owner or Owner's designee.

THIS AGREEMENT IS SUBJECT TO ALL TERMS AND CONDITIONS ATTACHED HERETO

VSC Fire & Security, Inc		Accepted By:	
		SUBSCRIBER:	
By:	Joe Colleton	By:	
Signed:		Signed:	
Title:	Inspections Department Manager 703-584-2272 7708 Fullerton Rd. Springfield, VA 22153	Title:	

	Date:	
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VSC FIRE & SECURITY, INC.

Proposal For Inspection

AGREEMENT made this day, **March 20, 2023** between **VSC Fire & Security, ("Company")**
and **Cameron Station Community Association** ("Subscriber")
located at **200 Cameron Station Blvd. Alexandria, VA. 22304**

Witnesseth, that:

Subscriber owns and/or occupies and/or represents premises located at **Cameron Station (Clubhouse)**
200 Cameron Station
in the County of **Alexandria**, state of **Virginia** zip code: _____

Wherein, there is now installed certain fire protection systems, to wit:

One(1)	Wet Pipe Sprinkler System(s)	Proposal Note:
One(1)	Dry Pipe Sprinkler System(s)	• Sales tax additional if applicable
Three(3)	Backflow Prevention Device(s)	
Nine(9)	Fire Extinguishers (Inspection & Tagging Only)	• Inspection for common areas only
One(1)	Fire Alarm and Detection System(s)	

Annual Fire Sprinkler / Fire Alarm Inspection

Attic Included: YES ☐ NO ☒

Scope of Work: COMPANY shall inspect and/or test the fire protection equipment described above. This is not a maintenance or service agreement. All work will be performed in accordance with the applicable NFPA standards subject to all terms and conditions of this Agreement. This is not a design survey or engineering analysis agreement. **The work to be performed is expressly subject to and shall include the terms and conditions herein.**

Number of Inspections: The Company shall inspect and/or test said equipment _One(1)_time/s per year.

Frequency: The frequency of inspection and testing is limited to the frequency outlined above. Any additional inspection and testing frequencies are hereby excluded unless contained in a separate, written authorization subject to all terms and conditions of the Agreement.

Term: The term of this Agreement is one (3) year from date hereof and shall be automatically renewed each year thereafter until terminated by either party on at least thirty (30) days written notice being given to the other party prior to the renewal date. Company's then current charges shall apply for each renewal period.

Cost of Inspections and Payment: The SUBSCRIBER shall pay to Company, within thirty (30) days after inspection has been made, the sum of **One Thousand Four Hundred Forty Dollars(\$ 1,440.00)** dollars per each inspection. If sales tax is applicable to the jobsite jurisdiction, it will be added to this price upon invoicing.
If the SUBSCRIBER fails to pay the full amount due, Company may, at its option, terminate this Agreement, and, in any event, will not be obligated to perform any additional work until payment past due has been received by COMPANY.

Reports: The inspection and/or test shall be completed on COMPANY's then current report form which shall be distributed to SUBSCRIBER, with copies forwarded as per code. A report form in which defects or deficiencies have been noted is advisory in nature, and is intended to assist SUBSCRIBER in reducing the risk of loss to life or property by indicating obvious defects or impairments noted in the system. It neither implies that no other hazards or defects exist in the system, nor that all other elements of the system and components are free of defect or deficiency at the time of the inspection. The final responsibility for the condition and operation of the system, components, and equipment rests entirely with the SUBSCRIBER.

Inspection Notification: Prior to Company performing any tests, SUBSCRIBER shall notify any alarm monitoring company, the local fire department, and all occupants and tenants. • All Inspections to be coordinated and scheduled by owner / owner rep. It is not the responsibility of VSC to contact customer to schedule inspections.

VSC FIRE & SECURITY, INC.

Additional Inspection: Emergency or additional inspections requested by SUBSCRIBER will be furnished at an additional charge and will be performed pursuant to a written authorization subject to all terms and conditions of this Agreement.

Emergency Service: Emergency service requested by SUBSCRIBER will be furnished at an extra charge pursuant to a separate written Service Agreement.

Additional Equipment: In the event additional equipment is installed after the date of this Agreement, such equipment shall be inspected pursuant to a separate, written authorization subject to all terms and conditions of this Agreement at the Company's then-current charges for inspection of that type of equipment.

Water Supply: Testing and treatment of the water supply, and any costs associated therewith, are not covered by this Agreement and are the sole responsibility of SUBSCRIBER. Equipment is available that is designed to monitor for conditions that can contribute to internal corrosion inside water based fire protection systems. Such testing and equipment can be provided pursuant to a separate written agreement.

Backflow Prevention Devices: A forward flow test equaling system demand, if hydraulic data is available, will be conducted where proper test header connections of proper size exist. Where no such connections or means exist, the forward flow of the backflow device is excluded from this Agreement.

Duct Detectors: If testing of Duct Detectors is included in this Agreement, the Duct Detectors will be tested using aerosol smoke or other approved smoke devices that ensure smoke entry into the chamber of the Duct Detector head. Testing of the air flow across the sampling tube is not included as part of this test or Agreement.

Special Conditions: Inspections requiring specialized training, drug testing, background checks and certifications will be subject to additional charges.

Fees: Permits, licensing or other approvals necessary for performance of the inspections are SUBSCRIBER's responsibility. If supplied by Company, fees for those items will be invoiced as an additional cost under the Agreement.

General Conditions

Scope of Inspection: The inspection and testing provided under this agreement does not include any maintenance, repairs, alterations, or replacement of parts or any other field adjustments. The inspections and testing provided under this Agreement are NOT a system survey or engineering analysis of the system and/or its design.

Any suggested improvements itemized on any inspection and/or testing report do not constitute an engineering review of the fire protection/suppression system installed in your facility. To the extent such are itemized, they were noticed while conducting an inspection and test of your fire protection system in accordance with applicable NFPA Inspection and Testing Guidelines; however, such items are not part of the NFPA required inspection and test. COMPANY makes no guarantee or assurance that all defects or deficiencies in the systems have been itemized.

The scope of work under this Agreement is limited to the provision of inspection and testing services. COMPANY is not required to move personal property, equipment, walls, and ceilings or like materials which may impede access or limit visibility. Areas that are concealed are excluded from the inspection.

COMPANY does not warrant that the equipment or systems inspected/tested will meet or comply with the requirements of any fire or life safety code, or regulation of any state, municipality or other jurisdiction of Customer's particular location.

Inspection may include review of acceptance tests, prior inspection reports, manufacturer's operation manuals, and building drawings if provided by the SUBSCRIBER or the SUBSCRIBER's representative.

When applicable, SUBSCRIBER shall be responsible for coordinating with proper companies/personnel to ensure that the elevator recall and elevator shut down systems can be tested during the inspection.

SUBSCRIBER is responsible for locating and/or identifying all devices that are not marked, such as duct detectors, damper controls, drum drips low point drains and other devices.

VSC FIRE & SECURITY, INC.

Work of Others: COMPANY makes no warranty, express or implied, as to the quality of work performed by others or the functionality and design of the originally installed/modified system(s). COMPANY makes no warranty, express or implied, regarding the adequacy, performance or condition of any inspected fire protection equipment. COMPANY cannot and does not guarantee that loss or damage will not occur.

Inspector Not An Insurer: COMPANY is not an insurer against loss or damage. Sufficient insurance covering the Premises and any property therein shall be obtained by and is the sole responsibility of SUBSCRIBER.

Limitation of Liability – Liquidated Damages - Amount: The parties hereto agree that it is impractical and extremely difficult to fix the actual damages, if any, that may proximately result from failure on the part of COMPANY to perform any of its obligations hereunder. SUBSCRIBER does not desire that this contract provide for full liability of COMPANY and agrees that COMPANY shall be exempt from liability for loss or damage due directly or indirectly to occurrences, or consequences there from, which the inspection and/or testing is designed to detect or avert. If COMPANY shall be found liable for loss or damages due to a failure of inspection and/or testing in any respect, COMPANY's liability shall be limited to the lesser of a sum equal to one-half (1/2) of the current annual inspection charge paid (or to be paid) by SUBSCRIBER or \$1,000.00 as liquidated damages and not as a penalty. The amounts payable to the COMPANY hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of SUBSCRIBER's property or the property of others located in SUBSCRIBER's Premises. **IN NO EVENT WILL CONTRACTOR BE LIABLE TO SUBSCRIBER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.** If more than one location is subject to this Agreement, the liquidated damages amount will be calculated using the contractual cost for the premises or location giving rise to the claim. This provision shall not apply in the case of gross negligence by the company that proximately causes damage or injury.

Limitation of Liability – Liquidated Damages – Property Damage: As the exclusive remedy, the provisions of the preceding paragraph, "Limitation of Liability – Liquidated Damages – Amount," shall apply if loss or damage to any real property or tangible personal property results, directly or indirectly and regardless of cause or origin, from any act and/or omission and/or performance and/or nonperformance of any obligations imposed by this contract or from the negligence, active or otherwise, of COMPANY, its agents, or employees. This provision shall not apply in the case of gross negligence by the company that proximately causes damage or injury.

Limitation of Liability – Liquidated Damages – Personal Injury: As the exclusive remedy, the provisions of the preceding paragraph, "Limitation of Liability – Liquidated Damages - Amount," shall apply if death or personal injury results, directly or indirectly and regardless of cause or origin, from any act and/or omission and/or performance and/or nonperformance of any obligations imposed by this contract or from the negligence, active or otherwise, of COMPANY, its agents, or employees. This provision shall not apply in the case of gross negligence by the company that proximately causes damage or injury.

Limitation of Liability – NO EXPRESS OR IMPLIED WARRANTIES: ***SUBSCRIBER UNDERSTANDS AND AGREES THAT THE COMPANY HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND OR TYPE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. THE SUBSCRIBER FURTHER UNDERSTANDS AND AGREES THAT THE COMPANY MAKES NO EXPRESS WARRANTIES AS TO THE SERVICES RENDERED, AND THAT NO REPRESENTATIVE OF THE COMPANY HAS ANY AUTHORITY TO MAKE ANY WARRANTIES OR OTHERWISE VARY THE TERMS OF THIS AGREEMENT.***

Waiver of Subrogation: SUBSCRIBER does hereby, for itself and all others claiming by or through it under this Agreement, release and discharge COMPANY and waives all rights against COMPANY for all damages caused by fire, water discharge or any other cause of loss to the extent covered by SUBSCRIBER's property insurance, it being expressly agreed and understood that no insurance company, insurer or other entity/individual will have any right of subrogation against COMPANY.

Indemnification: To the fullest extent permitted by law, SUBSCRIBER shall indemnify and hold harmless COMPANY and its employees/agents from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from services provided by COMPANY regardless of whether such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

Acceptance of Terms: No changes or modifications can be made to this Agreement without the express written consent of COMPANY. COMPANY is not bound by any provisions printed or otherwise at variance with this Agreement that may appear on any acknowledgement or other form used by SUBSCRIBER, such provisions being hereby expressly rejected.

VSC FIRE & SECURITY, INC.

Attics: Attics are excluded from this agreement unless after COMPANY's investigation the attic and its entry are deemed safe and accessible. Only those attics having a floor-level entry door with stairs, pull down stairs, and/or a permanently mounted access ladder will be considered for inclusion in the agreement. Further only those attics having appropriate, permanently attached flooring and appropriate lighting will be considered for inclusion in the agreement. Assessment of the suitability of access, flooring and lighting is solely within the discretion of COMPANY. Any attic deemed safe and accessible must be specifically listed in the Agreement to qualify for inclusion in the Agreement. To the extent that any attic is included in the Agreement, only such equipment as is safely visible and accessible from the floored area of the attic will be subject to the Agreement.

Assignment: SUBSCRIBER may not assign any of its rights or obligations under this Agreement to any other person without the express, written authorization of COMPANY. This Agreement inures to the benefit of COMPANY, any affiliated companies or subsidiaries of COMPANY and COMPANY may assign its obligations and rights to any other entity licensed or certified to perform the services provided for herein.

Entry: COMPANY may enter SUBSCRIBER'S premises at all reasonable times to perform the inspections and/or tests required by this Agreement. This Agreement and its pricing are based upon COMPANY being able to perform the inspection and/or testing during normal working hours on Monday – Friday from 7a.m. – 5p.m.

Severability: If any provisions of this contract shall be invalid or unenforceable under the laws of the jurisdiction applicable to the Agreement, such invalidity or unenforceability shall be severed from the Agreement and shall not invalidate or render unenforceable the entire Agreement. Rather, the Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of COMPANY and the SUBSCRIBER shall be construed and enforced accordingly.

Entire Agreement: This Agreement contains the entire understanding and final expression of Agreement between the parties and supersedes and replaces any previous agreements between the parties. This Agreement may be amended only in writing signed by both parties.

Authorization: The person executing this Agreement on behalf of SUBSCRIBER, expressly warrants and covenants that he/she is the authorized representative of the Owner of the premises or Owner's designee and is authorized to enter into this Agreement for and on behalf of SUBSCRIBER, Owner or Owner's designee.

THIS AGREEMENT IS SUBJECT TO ALL TERMS AND CONDITIONS ATTACHED HERETO

VSC Fire & Security, Inc		Accepted By:	
		SUBSCRIBER:	
By:	Joe Colleton	By:	
Signed:		Signed:	
Title:	Inspections Department Manager 703-584-2272 7708 Fullerton Rd. Springfield, VA 22153	Title:	

	Date:	
--	-------	--

EASTERN FIRE PROTECTION

Service, Inc. _____

2135 Espey Court Suite-6

Crofton, MD 21114

Phone: (301) 261-0240

FAX: (410) 721-5670

CONTRACT NO: DL-2023

DATE: 3-22-2023

INSPECTION SERVICE CONTRACT

1. This agreement made between EASTERN FIRE PROTECTION SERVICES, INC. (HEREINAFTER CALLED) "CONTRACTOR" and (Cameron Station Community Association), (herein called) "SUBSCRIBER hereby enter into this agreement for a period of ONE (1) year.

2. SERVICES

- a) Contractor shall inspect, test, and service the fixed automatic fire sprinkler system(s) and fire alarm system(s) located at 200 Cameron Station Blvd., Alexandria, VA 22304 in accordance with the requirement of NFPA pamphlet 25. Standard for the Inspection, Testing and Maintenance of Sprinkler Systems and NFPA pamphlet 72, National Fire Alarm Code. A complete list of services to be performed is forth in Attachment A, attached.
- b) Contractor shall render listed inspections per (3) year contract.

3. REPORTS

- a) At the conclusion of each inspection, the Contractor will submit to the Subscriber an inspection report for his distribution to the proper authorities.
- b) The Contractor will advise Subscriber of any deficiencies observed during the inspection of the FA & sprinkler system and recommend corrective actions and advise of any repairs that should be made to the life safety systems.

4. WORK NOT INCLUDED

It is expressly understood that work other than listed in Attachment A is not included in this agreement. Such additional work, if undertaken by the Contractor, will be on a time and material basis of \$ 133.00 per man per hour to be adjusted on a yearly basis.

5. PRICE AND TERMS OF PAYMENT

The price for the basic inspection services set forth in Attachment -A-:

Five Thousand Seven Hundred Forty-Seven dollars-----(\$5,747.00): per year (2023)

Five Thousand Nine Hundred Twenty dollars-----(\$5,920.00): per year (2024)

Six Thousand Ninety-Eight dollars-----(\$6,098.00): per year (2025)

Eight Hundred Eighty-Six dollars-----(\$886.00): after annual FA & Sprinkler Inspection

One Thousand One Hundred and Sixty-One dollars-----(\$1,161.00): (\$387.00) after each quarterly sprinkler insp. Total of (3)

Five Hundred dollars-----(\$500.00): after annual Backflow Inspection. Total of (3)
Backflow devices

Three Thousand Two Hundred dollars-----(\$3,200.00): (25) Hydrant flow test

6. INSURANCE

The Contractor maintains statutory insurance requirements and additionally has \$5,000,000 umbrella limits. Upon request of the Subscriber, the Contractor will furnish proof of insurance.

7. LIABILITY

The Contractor and Subscriber recognize that it is impossible to adequately and completely test fixed fire protection equipment under all possible circumstances and conditions. Therefore, the Contractor shall incur no liability whatsoever for losses of Subscriber caused by the inadequacy of Subscriber's fire protection equipment, or the failure of said equipment to operate properly. The services performed by the Contractor under Attachment A and the reports furnished by the Contractor are intended merely to assist Subscriber in reducing the possibility of loss by indicating potential hazards and the lack of protection. Reference to insurance in the Agreement is for the purpose of advising Subscriber that the Contractor and its employees are protected when working on the premises of the Subscriber. The Contractor shall not be liable for loss or damage of any kind resulting from delay or inability to deliver on account of Acts of God, fire, labor troubles, accidents, acts of civil or military authorities, fuel, labor, or materials shortages, or other such conditions beyond the Contractor's control.

8. IDENMNITY

The Subscriber agrees to indemnity and holds the Contractor harmless for any expense or loss arising out of or resulting from the faulty or negligent installation services, maintenance, or repair of the equipment by the Subscriber or other installer not associated with Eastern Fire Protection Services, Inc. or by the failure of the Subscriber or other contractors to install service, maintenance or repair the same according to any written instructions furnished by the Contractor.

9. TERMINATION

This contract can be terminated by either party within 30 days written notice.

10. PAYMENT

In the event credit is applied for and granted, terms shall be due upon receipt of invoice. In the event payment is not received within 30 days, the Contractor may, at its discretion, assess interest at a rate of 1 ½% per month or the maximum rate allowed by law, whichever is lower. Subscriber agrees to pay reasonable and customary legal fees or agency commissions sustained by the Contractor in pursuit to payment which is past due.

11. SECURITY INTEREST

The Subscriber grants to the Contractor and the Contractor retains a security interest in all equipment shipped pursuant to this contract and the proceeds thereof until the Subscriber has made full payment for the equipment. In the event of failure to make payment on the due date in accordance with the terms designated, the entire balance shall become due and payable at once. In case of default of payment, the Contractor has the right to take possession of the equipment immediately, wherever it may be found, and remove it with or without process of law and may retain all money paid hereunder as liquidated damages

and rental for said equipment. The Subscriber shall not sell (except in the ordinary course of business), mortgage, pledge or lease said equipment without the prior permission of the Contractor.

12. WARRANTIES

Subject to the limitations, the Contractor warrants all products to be free from defects in material and workmanship, provided, however, that the Contractor's liability under such warranty shall be limited to repair or replacement of any products which the Contractor's inspection shall disclose to have been defective. This warranty does not apply to any existing products or have been subjected to abuse, mishandling, or improper use.

In no event will the Contractor be liable for special incidental or consequential damages. No other express warranty is given and no affirmative of the Contractor or its representatives by work or action shall constitute a warranty.

Other than warranty of title, no implied warranties, including the warranties of merchantability and fitness, apply in respect to products manufactured by others. There are no warranties which extend beyond the product description.

13. GENERAL

The contract is subject, and shall be interpreted accordingly, to the laws of the State of Maryland, and all rights and remedies of the Contractor hereunder are cumulative and are in addition to every remedy now or hereafter given or existing law or in equity of by statute. Any provision of this contract prohibited by the law of the state shall, as to such state, be ineffective to the extent of such prohibition without invalidating the remaining provisions of the contract. The Contractor shall not be bound by statements or promises made by any representative of the Contractor which are not stated in part of this contract.

14. ADDITIONAL CONDITIONS AND COVENANTS

All inspections done during normal working hours, Monday – Friday, 6:00 AM to 3:00 PM

Customer to provide access to work areas and parking.

CONTRACTOR:
Eastern Fire Protection Services, Inc.
2135 Espey Court Suite-6
Crofton, MD 21114

SUBSCRIBER:

BY: _____

BY: _____

DATE: _____

DATE: _____

INSPECTION SERVICES CONTRACT

ATTACHMENT A

The following services will be performed during the term of this Contract.

A. INSPECTIONS

1. **Annual** Inspect general condition and serviceability of sprinkler system and fire alarm systems.
2. **Annual** Investigate use and occupancy of facility in regards to sprinkler and fire alarm protection. In this respect, it is incumbent upon the Subscriber to advise the inspector of any occupancy changes made during the preceding inspection period or of changes since the installation of the original sprinkler and fire alarm system.

B. WORK INCLUDES

1. **Quarterly** Perform 2" drain flow test
2. **Quarterly** Test or inspect local alarms or water motor gong
3. **Quarterly** Operates and cycle all control valves
4. **Quarterly** Test and/or inspect all flow, tamper, and pressure switches
5. **N/A** Cycle fire pump for operation
6. **N/A** Cycle jockey pump for operation
7. **N/A** Churn performance test of the fire pump
8. **Annual** Trip test dry pipe system total of (1) Dry System
9. **Annual** Fire Extinguisher Inspection/tag total of (9)
10. **Annual** Clean, service, and reset the dry pipe valve
11. **Quarterly** Operate and cycle the air compressor
12. **Quarterly** Drain all low points

13. Annual : Inspect and test all initiating devices that apply. I.E. Smoke detectors, heat detectors, duct detectors, beam detectors, flame detectors and pull stations.
14. Annual : Inspect and test all notification devices that apply; i.e. strobes, bells, horns, Fire Phones, and speakers.
15. Quarterly Verify central station signals; I.E., alarm, trouble, or supervisory.
16. Quarterly Test annunciator panel and fire alarm control panel.
17. Annual Test and inspect back-up batteries associated with the F/A equipment.
18. Annual Inspect emergency lighting I.E. (wall packs, exit signs)
18. Annual (25) Hydrants - Flow Test Hydrants
19. Annual Elevator Life Safety Insp. During FA annual, Customer to provide Elevator Contractor
20. Annual Backflow inspections Total of (3) Backflow devices
21. Provide written report listing inspection results and any remediation if applicable
22. Customer to provide lifts, ladders or scaffolding to reach high areas (+ 12') that fire alarm devices Need to be accessed if applicable
23. If we have to provide specialty equipment for inspections (I.E.) lifts, ladders, scaffolding, Etc. we will provide a C/O and seek approval before completing inspections
24. Excludes costs / fees for other trades, permits, inspection agencies, 3rd party inspections
25. Emergency repairs during the scheduled inspections will be on a T&M basis upon approval from the customer.



**Cameron Station Community Association, Inc.
Board Decision Request
March 28, 2023**

**TOPIC: Fire Hydrant Maintenance Proposals
Motion 2023-0309**

Motion:

“I move to **APPROVE** a three-year contract with **Guardian Protection Services** in the amount of **\$2,250.00** (Yr-1), (Yr 2 - \$2,325.00), and (Yr 3 - \$2,400.00) to provide fire suppression system and fire prevention and protection services to be expensed from Operating.”

Motion: _____

2nd: _____

Summary:

There are currently four (4) contracts with JCI (Johnson Controls) that expire at different times. In addition, we are required to add the pressure test, etc. of the fire hydrants located within community streets. The contracts with JCI were in place through 2025 and in the last year, there have been issues with JCI billing us \$6,701 for one ground fault issue for an eight-month period. Management engaged with JCI corporate offices to reduce the amount to \$2,212. Management then pushed JCI to release us from an auto-renew contract. All the existing bid contracts for the fire suppression system are three (3) year proposals and renew on the same date. By taking this out to bid there are savings of approx. \$7,000 with the current contracts in place. Attached are all bid contracts and the Comparison Matrix.

CAMP Recommendation:

We recommend the Board approve Guardian Protection Services for a three (3) year contract.

Budget Considerations:

Fire Suppression/Alarm Test/Backflow Inspection to be expensed from Operating – Fire Suppression System and Fire Prevention and Protection.



Castle Sprinkler & Alarm, Inc.

www.csafire.com

Your Friend in Fire Protection!

Fire Alarm-Sprinkler-Kitchen Hoods-Extinguishers

From

**Castle Sprinkler & Alarm,
Inc.**

5114 College Avenue
College Park MD 20740
(301) 927-7300
<http://www.csafire.com>

Quote No.

2018015

Type

Inspection

Prepared By

Tom Lynch

Created On

03/16/2023

Quote For

200 Cameron Station Blvd

200 Cameron Station
Boulevard
Alexandria VA 22304

Description of Work

We appreciate you considering Castle Sprinkler & Alarm, Inc for your fire protection inspection needs. Included herein is the inspection services and pricing we are proposing for your property. We are pleased to answer any questions you may have for your fire protection systems. Additionally to this proposal, please keep us in mind for the service, inspections, monitoring, and installation of fire sprinkler, fire alarm, kitchen hood, and fire extinguishers (partnering company with Ace Fire Extinguisher) throughout Maryland, DC, and N. Virginia.

Services to be completed

Parts, labor, and fees	Quantity	Unit Price	Total
Annual Hydrant Inspection	25	\$150.00	\$3,750.00
GRAND TOTAL			\$3,750.00

Terms and Conditions

5 Year Inspection - Please note, if your sprinkler system is older than 5 years old, per fire code, we are recommending you have your 5 year performed. The purpose is to assist in identifying obstruction issues, excessive internal corrosion, and sprinkler head inoperability issues that may keep your sprinkler system from working properly. To learn more give us a call.

SCOPE OF WORK

When Indicated to be performed in the table above and applicable equipment is on site

A. Annual testing and inspection of fire sprinkler system. Sprinkler inspection and testing shall include; control valve inspection and testing, main drain test, supervisory testing, and fire department connection inspection, sprinkler head inspection, and sprinkler mechanical equipment inspection and testing.

B. Sprinkler system quarterly inspection shall include; fire department connection inspection, sprinkler system valve inspection, control valve inspection, sprinkler system gauge inspection, main drain test, water motor gong test and flow switch testing.

C. Fire pump testing shall include; full flow capacity test, fire pump operations test and equipment inspection. Flow testing will be performed at churn, 100% and 150%. Weekly fire pump churns shall be performed by the customer. CSA can perform these at additional cost to this agreement.

D. Standpipe inspection and testing shall assist to determine that components are free of corrosion, foreign material, physical damage, and to assist in identifying conditions that may interfere with proper operations. Inspection includes, cabinets, valves, gauges, and external piping. Roof top flows or hydrostatic testing is an additional service that may be completed with Customer request/authorization.

E. Fire alarm inspection and testing shall include main fire alarm control panel, fire alarm booster panels, Notification Appliance Circuit (NAC) devices (horns, strobes, bells), Initiating Device Circuit (IDC) devices (pull stations, smoke detectors part of the fire alarm system, duct detectors, tampers, and heat detectors), and battery load testing. Water flow testing to be conducted under sprinkler inspection and testing if chosen as a service for Castle to perform. Does not include elevator testing unless specified as a chosen service for Castle to provide.

F. Elevator recall testing includes inspection and testing of smoke detector devices related to elevator operation to ensure that elevators are sent to the appropriate level when the smoke detector from a specific floor is in alarm. Testing to be done concurrently with annual fire alarm testing. Customer is responsible for coordination and payment of their elevator technician being on site for testing of the elevator recall concurrently with the fire alarm system testing.

G. Hydrostatic testing of standpipe and dry type sprinkler systems are required every 5 years. The testing shall include pressurizing the system to 200psi for a period of 2 hours. During the pressurization, the system will be observed to detect leaks. Additional three & five year requirements may be performed

separate from this agreement upon Customer request/authorization.

H. Private Fire Hydrants on Customer property are required to be inspected and flow tested annually. Inspection and testing will include hydrant accessibility, barrels, threads, caps and flow tested. Hydrant valve and caps will be exercised during testing.

I. FM200 (aka clean agent fire extinguishing system) annual inspection and testing. The agent within the system tanks shall be inspected and tested for agent quantity and pressure. The external condition of the tanks, piping, hoses, and other system components will be inspected. When system is tied into main building fire alarm system, customer must provide building fire alarm panel silencing and system call out. Upon completion of inspection system shall be tagged.

J. Annual inspection of backflow preventers will include the exterior inspection of the device to identify missing parts, excessive corrosion, and leaks. Additionally, when applicable the device will be pressure tested.

K. Emergency & Exit Light testing will be conducted annually. Inspection and testing will include a visual inspection for physical damage, a thirty second operational test of the light, and test switch. When customer contracts Castle to conduct the fire alarm testing, the emergency and exit light testing will be done concurrently with the fire alarm testing.

L. Kitchen Hood Fire Extinguishing Inspection. Performed semi annually, the inspection and testing of kitchen hood fire extinguishing system includes a visual inspection for physical damage, inspection of nozzles, caps, links, canisters, piping system and one tank. Additional costs will be added to invoice when items are needed for immediate replacement to meet code. Physical hoods, ducts, filters, mechanicals and cleaning are not part of this inspection.

SCOPE OF WORK - Castle shall inspect and/or test the fixed fire protection equipment as described herein in accordance with this agreement. All inspections and tests provided apply only to the specific time administered. The inspection and testing process is not a guarantee that systems will function properly after said testing or inspections are performed. Any inspection and/or interval of inspection not specifically mentioned within the scope of work (to include however not limited to weekly, monthly, third year, and/or fifth year inspection, testing) are excluded from this agreement. If the inspection and/or testing process, method, interval, etc are not specifically mentioned in the scope of work above, it shall be considered as excluded from this agreement. The inspections mentioned herein exclude fire marshal, insurance company and/or other third party inspections. Work within this agreement may require subcontractors. All inspections will be conducted in common areas only and at the floor level. Castle is not responsible for unit inspections, inside living quarters, within locked or inaccessible areas, or within areas that are considered unsafe (as determined by Castle). All work to include the testing and inspection to be performed Monday through Friday from 7:00am 4:30pm unless otherwise indicated within this agreement. This work may require noise making activities such as sounding of alarm devices, hammer drilling, etc.

TERM OF THIS AGREEMENT - The term of this agreement shall begin the date Castle receives the signed and approved agreement from Customer and will continue for a period of three (3) years from that date. Agreement will automatically renew annually thereafter.

****FEES/COSTS** - **Customer agrees, in consideration of CSAs promise to perform the services as indicated herein, to pay CSA the sum(s) shown within this document, plus tax (if applicable) and associated trip charge(S). All such invoices shall be paid in full within fifteen (15) days after receipt of an invoice from CSA. All sums not paid when due shall accrue interest at 2% per month or fraction thereof until paid. Customer agrees if CSA starts the collection process, customer to pay CSA collection costs (direct and indirect), third party collections fees to include debt collectors fees, attorney fees, and other party fees associated with CSA's collection process. AIA contract billing is acceptable. CSAs fees are based upon existing taxes and charges, and CSA may increase its fees to reflect changes in these. In the event CSA incurs a significant, as determined by CSA, material cost increase, these additional costs will be provided to the customer in the form of a change to original contract. In the event CSA needs to perform any additional services in order to get the fire protection systems operational, Customer will be responsible to pay CSA at the then prevailing rate for such services. Please note there is a cancellation fee of \$495 if services are cancelled within 48 business hours of the scheduled inspection.

EXCLUSIONS FROM AGREEMENT - Patching and painting, Special product finishes, Additional work required by local officials during permit review and/or inspection, Local, state and federal taxes, Fire Marshal/Inspector Time, Additional time required due to Fire Marshal/Inspector, Professional engineers stamp, Fire or security watch services, Bonds or Insurance beyond the coverage within Castles certificate of insurance, Asbestos removal, lead paint, extraordinary EPA, safety and hazardous requirements, Underground piping of any kind, Anything not specifically mentioned within this agreement

CUSTOMERS RESPONSIBILITIES - The Customer is the owner or agent of the owner of the fire systems installed at the site. It is the sole responsibility of the Customer to ensure that any information supplied to Castle concerning system design, specifications, services and notifications is proper and correct, and that Customers fire sprinkler and alarm system is engaged and operational at all times, including time of any inspection or testing. Customer shall provide Castle with any necessary passwords, access codes, fire system points list, previous inspection reports, any documents required by applicable regulations and laws or other documentation that could aid Castle in the testing and inspections process. Customer must ensure they properly notify their building tenants and occupants of the testing and inspection. The Customer accepts any and all consequences for the lack of or inadequacies of documentation. The Customer has the authority to sign this Agreement and in doing so will not violate any other agreement. The Customer must make Castle employees fully aware of any potential hazardous conditions (including but not limited to asbestos, mold, animals, etc) on the premises. In the event that any of the fire sprinkler or fire alarm systems need to be shut down or are not functioning properly, it is the sole responsibility of the Customer to conduct a fire watch until such problems with the systems are corrected. In the event the transmitting equipment installed at the Customer site goes into a runaway condition sending excessive signals to the receiving station it shall be Customers responsibility to allow Castle at Castles prevailing rates, on site to correct the problem or disconnect the transmitting equipment until the problem is rectified. The cost of such a service call shall be the responsibility of the Customer as well as any additional costs charged to Castle by the receiving station as a result of the runaway condition. In the event the valves require maintenance and/or service in order to operate properly or reset, Customer will be responsible for additional costs associated. All areas that require Castle to have access, the customer must provide unrestricted access. Customer will be charged for additional time spent on gaining access. This includes however is not limited to unrestricted access to common laundry rooms, common storage rooms, elevators, loading docks, etc. Customer agrees to provide Castle employees adequate parking based on a standard full size van and at no additional cost to Castle. It is the customers responsibility to pay

Castle for the above said services for the terms as specified within this agreement. If the amount specified within this Agreement is not paid per the terms of this Agreement, and this account should go to our collections process, the customer will be responsible for all fees associated with the collections process, to include however not limited to attorney fees, collection company fees, etc. Please note there is a cancellation fee of \$495 if services are cancelled within 48 business hours of the scheduled inspection.

LIMITATION OF LIABILITY - Castle is not required to move personal property, equipment, walls, and ceilings or like materials which may impede access or limit visibility. Deficiencies and defects which are latent, concealed, or not in plain sight are excluded from the inspection. Castle makes no warranty as to the functionality and design of the originally installed system(s). Also, Castle makes no warranties, express or implied, regarding the adequacy, performance or condition of any inspected fire protection equipment. It is also understood that although Castle is being paid to inspect and/or test fire protection equipment, Castle cannot guarantee that loss or damage will not occur. Castle is not an insurer against loss or damage. Sufficient insurance shall be obtained by and is the sole responsibility of Customer and the amounts payable to Castle hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of Customers property or others located in Customer's premises. The parties hereto agree that it is impractical and extremely difficult to fix the actual damages, if any that may approximately result from failure on the part of Castle to perform any of its obligations hereunder. The Customer does not desire that this contract provide for full liability of Castle and agrees that Castle shall be exempt from liability for loss or damage due directly or indirectly to occurrences, or consequences there from, which the inspection and/or testing is designed to detect or avert. If Castle shall be found liable for loss or damages due to a failure of inspection and/or testing in any respect, Castles liability shall be limited to the lesser of a sum equal to one-half (1/2) of the current annual inspection charge paid (or to be paid) by the Customer or \$1,000.00 as liquidated damages and not as a penalty. As the exclusive remedy, the provisions of this paragraph shall apply, if loss or damage, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of obligations imposed by this contract or from negligence, active or otherwise, of Castle, its agents, or employees. PROVIDED, HOWEVER, THAT IN NO EVENT SHALL CASTLE BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IT IS SPECIFICALLY UNDERSTOOD THAT CASTLE DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE. THE CUSTOMER UNDERSTANDS AND AGREES THAT CASTLE MAKES NO WARRANTIES AND THAT NO REPRESENTATIVE OF CASTLE HAS ANY AUTHORITY TO MAKE ANY WARRANTIES OR OTHERWISE VARY THE TERMS OF THIS AGREEMENT.

INSURANCE - The Customer understands that Castle is not an insurer. The Customer is responsible for obtaining all insurance the Customer thinks is necessary, including however not limited to coverage for personal injury, property damage, pollution coverage, etc. The payments the Customer makes under this Agreement are not related to the value of the premises or the Customers possessions, but rather are based on the cost of Castles services.

INSPECTION/TESTING - The inspection and testing provided under this Agreement does not include any maintenance, repairs, alterations, or replacement of parts or any other field adjustments whatsoever. The inspections and testing provided under this Agreement are NOT a system survey or engineering analysis of the system and/or its design. Castle may identify such items while conducting an inspection and/or testing in order to bring them to the Customers attention, however are not considered as part of the inspection/testing. Castle neither provides nor maintains the water supply source servicing any fire protection systems; nor does the Inspector make any claims and/or representations as to the presence currently or in the future of corrosive particles, i.e. microbiological organisms, contained in the water supply. Castle recommends that the water supply be tested and treated, where applicable, for any microbiological organisms that may influence corrosion, and will provide such services upon execution of a separate written agreement. Testing and treatment of the water supply, and any costs associated therewith, are not covered by this inspection and/or testing agreement and are the sole responsibility of the Customer.

WAIVER OF SUBROGATION - Customer does hereby, for itself and all others claiming for it under this Agreement, release and discharge Castle from and against all hazards covered by Customers insurance, it being expressly agreed and understood that no insurance company, insurer or other entity/individual will have any right of subrogation against Castle.

INDEMNITY - The Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, whether caused or claimed to be caused in whole or in part by Company, arising in any way from any act or omission of the Customer or Company relating in any way to this Agreement, including but not limited to the work under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

SEVERABILITY - If any provisions of the entire contract shall be invalid or unenforceable under the laws of the jurisdiction applicable to the entire agreement, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but the entire Agreement shall be construed as if not containing the particular invalid or enforceable provision or provisions, and the rights and obligations of Castle and the Customer shall be construed and enforced accordingly.

MISCELLANEOUS - This Agreement constitutes the entire Agreement between the parties hereto. No oral representations or other agreements have been made except as stated in this Agreement. No amendment, alteration, modification or waiver of this Agreement shall be valid or enforceable unless in writing and duly executed by both parties. This agreement shall be interpreted and enforced in accordance with the laws of Prince Georges County, Maryland without regard to conflicts of laws. Any dispute, controversy, claims or matters in question, arising out of or relating to this agreement, shall be resolved by litigation. Such litigation shall be brought exclusively in the courts of Prince Georges County, Maryland. In the event of any conflict between the provisions of this Agreement and any attachments hereto, the provisions of this Agreement shall prevail. It is agreed upon that customer or any of its affiliates will not solicit Castle employees for employment or other reasons unless agreed upon in writing by Castle Ownership. This Agreement is not binding on Castle until Castle or its authorized agent signs it. Faxed signatures and emails are binding on the parties. Castle reserves the right to cancel this Agreement at any time. If any provision of this Agreement is found to be invalid, the remaining provisions are still effective. Customer reserves the right to cancel this agreement with 60 (sixty) days written notice.

AUTHORIZATION - The person executing this Agreement on behalf of the Customer, expressly warrants and covenants that he/she is the authorized representative of the Owner of the premises and is authorized to enter into this Agreement for and on behalf of the Owner.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have hereunto executed this contract on the day and year written herein. Castle appreciates this opportunity to provide the above said services.

Thank you for choosing the Castle Team for your fire protection needs. By signing below you agree to our standard terms and conditions for your property with regards to the services and products we provide. If you have any questions, please contact our management team. We thank you for your business.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____



GENERAL TERMS TO INSPECTION SERVICE AGREEMENT

1. LIMITATION OF COMPANY'S LIABILITY

IF THE COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, GROSS NEGLIGENCE IN STATES WHERE COMPANY CAN LIMIT ITS LIABILITY FOR GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, STRICT PRODUCT LIABILITY, INDEMNIFICATION OR CONTRIBUTION , OR ANY OTHER THEORY OF LIABILITY ARISING IN ANY WAY FROM THE INSPECTION SERVICES CONTRACTED-FOR UNDER THIS AGREEMENT, OR ANY OTHER SERVICES WHICH THE CUSTOMER CLAIMS WERE PROVIDED OR SHOULD HAVE BEEN PROVIDED UNDER THIS AGREEMENT, THE COMPANY'S MAXIMUM LIABILITY WILL BE LIMITED TO A SUM EQUAL TO THE FEES AND CHARGES UNDER THIS AGREEMENT, COLLECTIVELY FOR COMPANY, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE. THE COMPANY WILL ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY THE CUSTOMER AND THE COMPANY. IF THE COMPANY DOES SO, A RIDER WILL BE ATTACHED TO THIS AGREEMENT.

THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR, AMONG OTHER THINGS, LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; BUSINESS INTERRUPTION, GOVERNMENT FINES AND CHARGES; PERSONAL INJURIES OR DEATH; ECONOMIC DAMAGES; NON-ECONOMIC DAMAGES; PAIN AND SUFFERING; LOSS WAGES; LOSS OF EARNING CAPACITY; CROSS-CLAIMS AND OTHER CLAIMS FOR INDEMNITY AND CONTRIBUTION; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS LIMITATION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (DAMAGES THAT RESULT FROM AN ACT, BUT DO NOT DIRECTLY RELATE TO THE ACT) AND PUNITIVE (DAMAGES USED TO MAKE AN EXAMPLE OF SOMEONE).

2. INSURANCE

The Customer understands that the COMPANY IS NOT AN INSURER. The Customer is responsible for obtaining all insurance the Customer thinks is necessary, including coverage for personal injury and property damage. The payments the Customer makes under this Agreement are not in any way related to the value of the Premises or the Customer's possessions or people on the Premises.

The Customer releases the Company from any liability for any event or condition covered by the Customer's insurance. This provision is also known as waiver of subrogation provision.

3. CUSTOMER'S PROTECTION OF COMPANY

This Agreement is intended only for the Customer's benefit. Therefore, the Customer agrees to protect, indemnify, defend, release and hold harmless the Company and the Company's related parties (including payment of reasonable attorneys' fees and court costs), from liability against all third party claims or losses (that is, any person or entity which is not a party to this Agreement) brought against the Company which in any way relate to the Inspection Services contracted-for under this Agreement, or any other services which any such third party claims were provided, or should have been provided, under this Agreement. The Company's related parties include the Company's employees, agents and subcontractors.

This protection/indemnity covers claims against the Company arising under contract, warranty, Company's own negligence or gross negligence in states in which Company can obtain indemnification against its own gross negligence, negligent misrepresentation, strict product liability, cross claims or other claims for indemnification or contribution, or any other theory of liability.

4. CUSTOMER'S DUTIES/RESPONSIBILITIES

Although Company will be responsible for providing the contracted-for Inspection Services at the contracted-for intervals, Company will provide no inspections or other services of any kind between those intervals unless separately contracted in writing to do so. Customer is, therefore, solely responsible for testing, inspecting, maintaining, and repairing the Equipment subject to this Agreement, and all other alarm or fire detection/protection/suppression equipment at the Premises, during the intervals between the contracted-for Inspection Services. Company assumes no liability for, and is in no way responsible for, any damage or loss or any kind or nature whatsoever, which may occur in the intervals between the contracted-for Inspection Services.

Although Company may contact the Customer in an effort to schedule the contracted-for Inspection Services, it is the sole and exclusive responsibility of the Customer to contact the Company to schedule the contracted-for inspections at the contracted-for intervals.

It is the Customer's responsibility to make the Premises address available to Company during normal business hours (9:00 a.m. to 5:00 p.m.) so that Company may perform the contracted-for inspections. If the Customer fails to make the Premises available on the date and time agreed, then Company shall have the right, in its sole discretion, to charge the Customer an additional reasonable fee.

5. COMPANY WILL NOT REPAIR/REPLACE

Company will not correct, repair or replace any Equipment, or otherwise be responsible for any material defect, failure or non-compliance with the NFPA, local authority having jurisdiction, or other applicable codes, laws, guidelines or standards discovered during the contracted-for Inspection Services, nor be responsible for correcting any said defect, failure or non-compliance, unless Customer separately contracts in writing with Company to do so for a separate additional fee. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT (I) THE CUSTOMER VERBALLY OR BY WAY OF PURCHASE ORDER, WORK ORDER, ELECTRONIC MAIL OR OTHER WRITTEN NOTICE REQUESTS THE COMPANY TO MAKE A REPAIR, (II) THE COMPANY AGREES TO DO SO, AND (III) THE COMPANY ACTUALLY COMMENCES WORK TO PERFORM THE REPAIR, THEN THE CUSTOMER AGREES THAT ALL OF THE GENERAL TERMS OF THIS AGREEMENT SHALL APPLY TO AND GOVERN SUCH REPAIR, INCLUDING, WITHOUT LIMITATION, LIMITATION OF COMPANY'S LIABILITY, INSURANCE, CUSTOMER'S PROTECTION OF COMPANY AND LIMITATIONS ON LAWSUITS/ JURY TRIAL.

Customer understands and agrees that, while Company is performing the contracted-for Inspection Services, equipment at the Premises may fail or malfunction through no fault of Company and, among other things, water, suppression agent or other material may leak or be discharged. Company assumes no liability or responsibility whatsoever for any such failure, including any water, suppression agent or other material which may leak or be discharged, or any real or personal property damage, inventory damage, economic damage, business interruption, or other damages which may result. Company will only repair, replace or clean up any such failure if contracted separately in writing to do so for an additional fee.

6. NO WARRANTY

COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY AND ALL SUCH WARRANTIES BEING EXPRESSLY WAIVED UNDER THIS AGREEMENT.

EXISTING SYSTEM(S)

Where any and all services performed by Company are for an existing system or connected to or comes into contact with an existing system, any deficiencies detected in the existing system during inspecting, testing, repairing or charging of the system are the responsibility of the Customer and are not covered by any warranties that may be applicable to the services being performed by Company. Customer agrees that any corrective actions proposed by Company as part of this agreement, including but not limited to inspection, service, maintenance, repair of or replacement of parts, installation of new parts, and other recommendations made by Company, may identify, and indicate deficiencies within the existing system(s) of Customer. As an element of safety, Customer agrees that it is at their sole discretion and choice to leave existing system(s) operational and assumes any and all liability for occurrences, failures, loss, or damages, resulting from existing deficiencies within Customer's system(s), whether or not deficiencies contributing to such loss or damage have been identified by Company. Customer agrees that Company shall bare no liability for occurrences, failures, loss, damages, or a breach of this agreement, arising from existing deficiencies within Customer's system(s). Customer releases Company from any and all claims regarding the existing system and any damage or injury caused by or to the existing system.

THE CUSTOMER'S DEFAULT

The Customer agrees to pay the Fee and Charges under this Agreement as and when due. In the event the Customer fails to pay, as agreed, the Company will give the Customer written notice of default. If the Customer does not cure the default within 10 days of the date of the notice, the Company can terminate this Agreement. If the Company terminates this Agreement, the Customer must pay the Company (a) all amounts then due and fifty percent (50%) of all amounts to become due and owing under this Agreement; and (b) the Company's reasonable collection costs, including attorneys' fees and costs.

In addition to the foregoing remedy, the Customer agrees to pay Company a finance charge of one and one-half (1-1/2%) percent (eighteen (18%) percent per year) on all obligations not paid within ten (10) days of the due date.

In the event this Agreement is terminated for any reason, then the following provisions shall survive the termination and continue with full force and effect: Limitation of Company's Liability, Insurance, Customer's Protection of Company, and Limitation of Lawsuits/Jury Trial.

TRANSFERS

The Customer cannot transfer or assign this Agreement without the Company's consent. However, the Company can transfer or assign this Agreement or subcontract its obligations without the Customer's consent. If the Company does so, anyone to whom the Company transfers, assigns or subcontracts its obligations will have all of the Company's rights under this Agreement, and Company will continue to have all of its rights under this Agreement.

LIMITATION ON LAWSUITS/ JURY TRIAL

The Customer must bring any lawsuit against the Company within one (1) year after the act, omission or event occurred upon which the lawsuit is based. If the Customer does not, the Customer has no right to sue the Company and the Company has no liability to the Customer for that claim. It is critical that the Customer bring any claim in a timely manner. Time is of the essence.

THE COMPANY AND THE CUSTOMER BOTH GIVE UP THEIR RIGHT TO A JURY TRIAL.

MISCELLANEOUS

After the Initial Term of this Agreement, the Company can increase the Fees for Services by no more than five percent (5%) by giving Customer thirty (30) days advance written notice, and the Customer agrees to pay the increased charges.

This Agreement is governed by law of the State where the Premises is located. The Customer has the authority to sign this Agreement and in doing so will not violate any other agreement.

The terms and conditions of this Agreement shall prevail notwithstanding the terms and conditions of any order form, purchase order, or other document submitted by the Customer and any such terms and conditions are expressly disclaimed and shall be of no force and effect. That is, it is the intent of the parties that this Agreement, and only this Agreement, shall govern the terms and conditions relating to the Inspection Services.

All of the terms and conditions on this Agreement will also apply to any and all future inspection services or work of any kind or sort provided to Customer by the Company that are not otherwise subject to and governed by a future written agreement between the Customer and the Company. In the event that the Customer was acquired by the Company through an asset purchase or other agreement with another company previously providing services to the Customer (hereinafter an "Acquired Customer"), then the terms and conditions of this Agreement shall apply to any such future services provided by the Company to the Acquired Customer, unless such future services are subject to a new Agreement executed by the Company and the Acquired Customer.

If any provision of this Agreement is found to be invalid, the remaining provisions are still effective. This Agreement cannot be modified without the written consent of both Customer and Company.

This Agreement contains the entire understanding between the Customer and the Company and replaces any other documents or discussions the Company previously had with the Customer.

BY SIGNING BELOW, THE CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RECEIVED A COPY OF THIS AGREEMENT AND HAS READ AND UNDERSTOOD THIS AGREEMENT, INCLUDING THOSE GENERAL TERMS OF THIS SECOND PAGE. FURTHER, THE PERSON SIGNING BELOW, OR ELECTRONICALLY APPROVING ON BEHALF OF THE CUSTOMER WARRANTS AND REPRESENTS TO THE COMPANY THAT HE/SHE HAS THE EXPRESS OR IMPLIED AUTHORITY TO DO SO BY THE CUSTOMER AND BIND THE CUSTOMER TO ALL OF THE TERMS AND CONDITIONS ON THIS AGREEMENT.

CUSTOMER AUTHORIZED REPRESENTATIVE

GUARDIAN FIRE PROTECTION, LLC

Signature

Date

Signature

Date

Printed Name

Date

Printed Name

Date

Guardian Fire Protection Services, LLC • 7668 Standish Place • Rockville, MD 20855 • Ph: 301.840.7100 • Fax: 301.591.4294

www.GuardianFireProtection.com



GUARDIAN FIRE PROTECTION SERVICES

EQUIPMENT LIST

Guardian Fire Protection Services, LLC • 7668 Standish Place • Rockville, MD 20855 • Ph: 301.840.7100 • Fax: 301.591.4294

25 Fire Hydrants

Additional notes to be included in Agreement:

1. The following labor rates will apply for service calls: Regular hours, Monday through Friday, 7:00 AM to 5:00 PM, \$150.00 per hour, per man (two men per truck), plus travel one-way. After regular hours/ holidays: Monday through Friday, 5:00 PM to 7:00 AM, weekends and holidays; \$190.00 per hour, per man, with a four (4) hour minimum, plus parts portal to portal.
2. Repair and/or replacement of any non-functioning or defective equipment and/or maintenance parts are not part of this agreement. Parts and labor for repairs will be billed separately.
3. There is a nominal fleet vehicle surcharge typically ranging from \$19.00 to \$35.00 for each service visit.
4. Fire extinguisher recharges, maintenance parts, 6-year maintenance or hydro-tests have not been included in the pricing above.
5. At the site visit on 9/20/22, there was a communications fault on the fire alarm panel and the accelerator on the dry pipe sprinkler system was out of service. Guardian Fire is not responsible for pre-existing conditions of problems related to the original installations.
6. Estimate based on performing the 5 year hydrant tests on 25 of 75 total hydrants each year over the next three years. The fourth and fifth years will then have no 5 year tests. Year six will start the process over again, based on a renewal agreement being in place.
7. *Based on the Fire Marshal's office approving this method of testing the fire hydrants. If the annual flush tests are required, as outlined in NFPA 25, a subsequent proposal will be provided.

Customer Initials: _____



Scope of Inspection

Hydrant Inspection

While there are slight variations in procedures involving multi-valve, single valve, and single outlet hydrants, the general process is basically the same.

- Attach a pressure gauge to one outlet and take a reading.
- Turn on the valve to the gauge and record the reading.
- Attach a pressure gauge to an adjacent hydrant or nearby hose bib.
- Turn on the second hydrant or hose bib and record the reading. Note: We are taking the pressure reading not flowing the second hydrant.
- Completely open the outlet to which the pitot is being used.
- Take and record a pitot reading by inserting the pitot gauge into the center of the column of water. The inlet for the gauge should be placed a distance from the opening equal to the diameter of the opening.
- Take and record the residual pressure on the hydrant cap gauge.
- Take and record the residual pressure at the secondary location.
- Close the hydrant slowly being careful not to cause a "water hammer" and spike the pressure on the cap gauge above the normal static pressure.
- Verify that all valves closed properly, are not seeping or leaking, and that the hydrant is ready for service.
- Inspect caps, paint, street markings, and other aspects of the hydrant, recording items which need attention so that follow-up service can be scheduled.

VSC FIRE & SECURITY, INC.

Proposal For Inspection

AGREEMENT made this day, **March 20, 2023** between **VSC Fire & Security, ("Company")**
and **Cameron Station Community Association** ("Subscriber")
located at **200 Cameron Station Blvd. Alexandria, VA. 22304**

Witnesseth, that:

Subscriber owns and/or occupies and/or represents premises located at **Cameron Station (Clubhouse)**
200 Cameron Station
in the County of **Alexandria**, state of **Virginia** zip code: _____
Wherein, there is now installed certain fire protection systems, to wit:

Proposal Note:

(75) Private Community Fire Hydrants (25 per year) over 3 Years • Sales tax additional if applicable
As per City of Alex. FM Requirement

Annual Fire Hydrant Flow Test
\$2,750.00 per Year

Attic Included: YES ☐ NO ☒

Scope of Work: COMPANY shall inspect and/or test the fire protection equipment described above. This is not a maintenance or service agreement. All work will be performed in accordance with the applicable NFPA standards subject to all terms and conditions of this Agreement. This is not a design survey or engineering analysis agreement. **The work to be performed is expressly subject to and shall include the terms and conditions herein.**

Number of Inspections: The Company shall inspect and/or test said equipment _One(1)_time/s per year.

Frequency: The frequency of inspection and testing is limited to the frequency outlined above. Any additional inspection and testing frequencies are hereby excluded unless contained in a separate, written authorization subject to all terms and conditions of the Agreement.

Term: The term of this Agreement is one (3) year from date hereof and shall be automatically renewed each year thereafter until terminated by either party on at least thirty (30) days written notice being given to the other party prior to the renewal date. Company's then current charges shall apply for each renewal period.

Cost of Inspections and Payment: The SUBSCRIBER shall pay to Company, within thirty (30) days after inspection has been made, the sum of **Two Thousand Seven Hundred Fifty Dollars(\$ 2,750.00)** dollars per each inspection. If sales tax is applicable to the jobsite jurisdiction, it will be added to this price upon invoicing.

If the SUBSCRIBER fails to pay the full amount due, Company may, at its option, terminate this Agreement, and, in any event, will not be obligated to perform any additional work until payment past due has been received by COMPANY.

Reports: The inspection and/or test shall be completed on COMPANY's then current report form which shall be distributed to SUBSCRIBER, with copies forwarded as per code. A report form in which defects or deficiencies have been noted is advisory in nature, and is intended to assist SUBSCRIBER in reducing the risk of loss to life or property by indicating obvious defects or impairments noted in the system. It neither implies that no other hazards or defects exist in the system, nor that all other elements of the system and components are free of defect or deficiency at the time of the inspection. The final responsibility for the condition and operation of the system, components, and equipment rests entirely with the SUBSCRIBER.

Inspection Notification: Prior to Company performing any tests, SUBSCRIBER shall notify any alarm monitoring company, the local fire department, and all occupants and tenants. • All Inspections to be coordinated and scheduled by owner / owner rep. It is not the responsibility of VSC to contact customer to schedule inspections.

VSC FIRE & SECURITY, INC.

Additional Inspection: Emergency or additional inspections requested by SUBSCRIBER will be furnished at an additional charge and will be performed pursuant to a written authorization subject to all terms and conditions of this Agreement.

Emergency Service: Emergency service requested by SUBSCRIBER will be furnished at an extra charge pursuant to a separate written Service Agreement.

Additional Equipment: In the event additional equipment is installed after the date of this Agreement, such equipment shall be inspected pursuant to a separate, written authorization subject to all terms and conditions of this Agreement at the Company's then-current charges for inspection of that type of equipment.

Water Supply: Testing and treatment of the water supply, and any costs associated therewith, are not covered by this Agreement and are the sole responsibility of SUBSCRIBER. Equipment is available that is designed to monitor for conditions that can contribute to internal corrosion inside water based fire protection systems. Such testing and equipment can be provided pursuant to a separate written agreement.

Backflow Prevention Devices: A forward flow test equaling system demand, if hydraulic data is available, will be conducted where proper test header connections of proper size exist. Where no such connections or means exist, the forward flow of the backflow device is excluded from this Agreement.

Duct Detectors: If testing of Duct Detectors is included in this Agreement, the Duct Detectors will be tested using aerosol smoke or other approved smoke devices that ensure smoke entry into the chamber of the Duct Detector head. Testing of the air flow across the sampling tube is not included as part of this test or Agreement.

Special Conditions: Inspections requiring specialized training, drug testing, background checks and certifications will be subject to additional charges.

Fees: Permits, licensing or other approvals necessary for performance of the inspections are SUBSCRIBER's responsibility. If supplied by Company, fees for those items will be invoiced as an additional cost under the Agreement.

General Conditions

Scope of Inspection: The inspection and testing provided under this agreement does not include any maintenance, repairs, alterations, or replacement of parts or any other field adjustments. The inspections and testing provided under this Agreement are NOT a system survey or engineering analysis of the system and/or its design.

Any suggested improvements itemized on any inspection and/or testing report do not constitute an engineering review of the fire protection/suppression system installed in your facility. To the extent such are itemized, they were noticed while conducting an inspection and test of your fire protection system in accordance with applicable NFPA Inspection and Testing Guidelines; however, such items are not part of the NFPA required inspection and test. COMPANY makes no guarantee or assurance that all defects or deficiencies in the systems have been itemized.

The scope of work under this Agreement is limited to the provision of inspection and testing services. COMPANY is not required to move personal property, equipment, walls, and ceilings or like materials which may impede access or limit visibility. Areas that are concealed are excluded from the inspection.

COMPANY does not warrant that the equipment or systems inspected/tested will meet or comply with the requirements of any fire or life safety code, or regulation of any state, municipality or other jurisdiction of Customer's particular location.

Inspection may include review of acceptance tests, prior inspection reports, manufacturer's operation manuals, and building drawings if provided by the SUBSCRIBER or the SUBSCRIBER's representative.

When applicable, SUBSCRIBER shall be responsible for coordinating with proper companies/personnel to ensure that the elevator recall and elevator shut down systems can be tested during the inspection.

SUBSCRIBER is responsible for locating and/or identifying all devices that are not marked, such as duct detectors, damper controls, drum drips low point drains and other devices.

VSC FIRE & SECURITY, INC.

Work of Others: COMPANY makes no warranty, express or implied, as to the quality of work performed by others or the functionality and design of the originally installed/modified system(s). COMPANY makes no warranty, express or implied, regarding the adequacy, performance or condition of any inspected fire protection equipment. COMPANY cannot and does not guarantee that loss or damage will not occur.

Inspector Not An Insurer: COMPANY is not an insurer against loss or damage. Sufficient insurance covering the Premises and any property therein shall be obtained by and is the sole responsibility of SUBSCRIBER.

Limitation of Liability – Liquidated Damages - Amount: The parties hereto agree that it is impractical and extremely difficult to fix the actual damages, if any, that may proximately result from failure on the part of COMPANY to perform any of its obligations hereunder. SUBSCRIBER does not desire that this contract provide for full liability of COMPANY and agrees that COMPANY shall be exempt from liability for loss or damage due directly or indirectly to occurrences, or consequences there from, which the inspection and/or testing is designed to detect or avert. If COMPANY shall be found liable for loss or damages due to a failure of inspection and/or testing in any respect, COMPANY's liability shall be limited to the lesser of a sum equal to one-half (1/2) of the current annual inspection charge paid (or to be paid) by SUBSCRIBER or \$1,000.00 as liquidated damages and not as a penalty. The amounts payable to the COMPANY hereunder are based upon the value of the services and the scope of liability as herein set forth and are unrelated to the value of SUBSCRIBER's property or the property of others located in SUBSCRIBER's Premises. **IN NO EVENT WILL CONTRACTOR BE LIABLE TO SUBSCRIBER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.** If more than one location is subject to this Agreement, the liquidated damages amount will be calculated using the contractual cost for the premises or location giving rise to the claim. This provision shall not apply in the case of gross negligence by the company that proximately causes damage or injury.

Limitation of Liability – Liquidated Damages – Property Damage: As the exclusive remedy, the provisions of the preceding paragraph, "Limitation of Liability – Liquidated Damages – Amount," shall apply if loss or damage to any real property or tangible personal property results, directly or indirectly and regardless of cause or origin, from any act and/or omission and/or performance and/or nonperformance of any obligations imposed by this contract or from the negligence, active or otherwise, of COMPANY, its agents, or employees. This provision shall not apply in the case of gross negligence by the company that proximately causes damage or injury.

Limitation of Liability – Liquidated Damages – Personal Injury: As the exclusive remedy, the provisions of the preceding paragraph, "Limitation of Liability – Liquidated Damages - Amount," shall apply if death or personal injury results, directly or indirectly and regardless of cause or origin, from any act and/or omission and/or performance and/or nonperformance of any obligations imposed by this contract or from the negligence, active or otherwise, of COMPANY, its agents, or employees. This provision shall not apply in the case of gross negligence by the company that proximately causes damage or injury.

Limitation of Liability – NO EXPRESS OR IMPLIED WARRANTIES: ***SUBSCRIBER UNDERSTANDS AND AGREES THAT THE COMPANY HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND OR TYPE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. THE SUBSCRIBER FURTHER UNDERSTANDS AND AGREES THAT THE COMPANY MAKES NO EXPRESS WARRANTIES AS TO THE SERVICES RENDERED, AND THAT NO REPRESENTATIVE OF THE COMPANY HAS ANY AUTHORITY TO MAKE ANY WARRANTIES OR OTHERWISE VARY THE TERMS OF THIS AGREEMENT.***

Waiver of Subrogation: SUBSCRIBER does hereby, for itself and all others claiming by or through it under this Agreement, release and discharge COMPANY and waives all rights against COMPANY for all damages caused by fire, water discharge or any other cause of loss to the extent covered by SUBSCRIBER's property insurance, it being expressly agreed and understood that no insurance company, insurer or other entity/individual will have any right of subrogation against COMPANY.

Indemnification: To the fullest extent permitted by law, SUBSCRIBER shall indemnify and hold harmless COMPANY and its employees/agents from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from services provided by COMPANY regardless of whether such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

Acceptance of Terms: No changes or modifications can be made to this Agreement without the express written consent of COMPANY. COMPANY is not bound by any provisions printed or otherwise at variance with this Agreement that may appear on any acknowledgement or other form used by SUBSCRIBER, such provisions being hereby expressly rejected.

VSC FIRE & SECURITY, INC.

Attics: Attics are excluded from this agreement unless after COMPANY's investigation the attic and its entry are deemed safe and accessible. Only those attics having a floor-level entry door with stairs, pull down stairs, and/or a permanently mounted access ladder will be considered for inclusion in the agreement. Further only those attics having appropriate, permanently attached flooring and appropriate lighting will be considered for inclusion in the agreement. Assessment of the suitability of access, flooring and lighting is solely within the discretion of COMPANY. Any attic deemed safe and accessible must be specifically listed in the Agreement to qualify for inclusion in the Agreement. To the extent that any attic is included in the Agreement, only such equipment as is safely visible and accessible from the floored area of the attic will be subject to the Agreement.

Assignment: SUBSCRIBER may not assign any of its rights or obligations under this Agreement to any other person without the express, written authorization of COMPANY. This Agreement inures to the benefit of COMPANY, any affiliated companies or subsidiaries of COMPANY and COMPANY may assign its obligations and rights to any other entity licensed or certified to perform the services provided for herein.

Entry: COMPANY may enter SUBSCRIBER'S premises at all reasonable times to perform the inspections and/or tests required by this Agreement. This Agreement and its pricing are based upon COMPANY being able to perform the inspection and/or testing during normal working hours on Monday – Friday from 7a.m. – 5p.m.

Severability: If any provisions of this contract shall be invalid or unenforceable under the laws of the jurisdiction applicable to the Agreement, such invalidity or unenforceability shall be severed from the Agreement and shall not invalidate or render unenforceable the entire Agreement. Rather, the Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of COMPANY and the SUBSCRIBER shall be construed and enforced accordingly.

Entire Agreement: This Agreement contains the entire understanding and final expression of Agreement between the parties and supersedes and replaces any previous agreements between the parties. This Agreement may be amended only in writing signed by both parties.

Authorization: The person executing this Agreement on behalf of SUBSCRIBER, expressly warrants and covenants that he/she is the authorized representative of the Owner of the premises or Owner's designee and is authorized to enter into this Agreement for and on behalf of SUBSCRIBER, Owner or Owner's designee.

THIS AGREEMENT IS SUBJECT TO ALL TERMS AND CONDITIONS ATTACHED HERETO

VSC Fire & Security, Inc		Accepted By:	
		SUBSCRIBER:	
By:	Joe Colleton	By:	
Signed:		Signed:	
Title:	Inspections Department Manager 703-584-2272 7708 Fullerton Rd. Springfield, VA 22153	Title:	

	Date:	
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Cameron Station Community Association, Inc.
Board Decision Request
March 28, 2023

TOPIC: Swimming Pool – 2023 Contract Addendum (Option A,B,C)
Motion 2023-0310

Motion:

“I move to **APPROVE Option A** of the American Pool 2023 Contract Addendum in the amount of **\$9,160.00** for the Soft Opening and Extension of the Pool Season beyond Labor Day weekend to be expensed from Operating.”

Motion: _____

2nd: _____

Summary:

The American Pool 2023 contract addendum provides specifics of the time and dates for when the pool will be early opened and late closed during the pool season.

Option A – Total amount \$9,160.00

- Soft opening of the pool on 5/20 – 5/21/23 from 10:30 AM – 8:30 PM with 3 guards on duty.
- Extending the pool season beyond Labor Day weekend – (on weekends only) 9/9 – 9/25/23 from 10:30 AM – 8:30 PM with 3 guards on duty.

2023 Pool Contract Addendum Comparison Matrix			
FY21 Budget	FY22 Budget	FY23	FY23 Recommended Update
\$76,590 budgeted / \$70,034 spent	\$76,590 budgeted / \$4,579.51 over budget	\$92,905.00 budgeted / \$58,695.00 committed YTD	\$31,161.25 additions / \$3,048.75 under budget

CAMP Recommendation:

Management recommends approving the addendum options A, B, and C to be paid out of Operating.

Budget Considerations:

Swimming Pool – 2023 Contract Addendum to be expensed from Operating – Pool Management.



**Cameron Station Community Association, Inc.
Board Decision Request
March 28, 2023**

**TOPIC: Swimming Pool – 2023 Contract Addendum (Option A,B,C)
Motion 2023-0310**

Motion:

“I move to **APPROVE Option B** of the American Pool 2023 Contract Addendum in the amount of **\$18,343.62** to adjust the daily pool hours to 10:30 AM – 8:30 PM from May 27th through September 4th to be expensed from Operating.”

Motion: _____

2nd: _____

Summary:

The American Pool 2023 contract addendum provides specifics of the time and dates for when the pool will be opened and closed during the pool season.

Option B – Total amount \$18,343.62

- Daily pool hours through the season starting May 27th through September 4th will be 10:30 AM – 8:30 PM.

2023 Pool Contract Addendum Comparison Matrix			
FY21 Budget	FY22 Budget	FY23	FY23 Recommended Update
\$76,590 budgeted / \$70,034 spent	\$76,590 budgeted / \$4,579.51 over budget	\$92,905.00 budgeted / \$58,695.00 committed YTD	\$31,161.25 additions / \$3,048.75 under budget

CAMP Recommendation:

Management recommends approving the addendum options A, B, and C to be paid out of Operating.

Budget Considerations:

Swimming Pool – 2023 Contract Addendum to be expensed from Operating – Pool Management.



Cameron Station Community Association, Inc.
Board Decision Request
March 28, 2023

TOPIC: Swimming Pool – 2023 Contract Addendum (Option A,B,C)
Motion 2023-0310

Motion:

“I move to **APPROVE Option C** of the American Pool 2023 Contract Addendum in the amount of **\$3,657.63** to include Lap Swimming and Aqua Aerobic pool sessions to be expensed from Operating.”

Motion: _____

2nd: _____

Summary:

The American Pool 2023 contract addendum provides specifics of the time and dates for lap swimming and aqua-aerobic pool sessions during the pool season.

Option C – Total amount \$3,657.63

- Lap Swimming sessions will be on weekdays from 6:00 AM – 8:00 AM from May 27th through September 4th with one (1) guard on duty.
- Aqua Aerobic sessions will be on Saturdays from 9:00 AM – 10:00 AM from May 20th through September 23rd with one (1) guard on duty.

2023 Pool Contract Addendum Comparison Matrix

FY21 Budget	FY22 Budget	FY23	FY23 Recommended Update
\$76,590 budgeted / \$70,034 spent	\$76,590 budgeted / \$4,579.51 over budget	\$92,905.00 budgeted / \$58,695.00 committed YTD	\$31,161.25 additions / \$3,048.75 under budget

CAMP Recommendation:

Management recommends approving the addendum options A, B, and C to be paid out of Operating.

Budget Considerations:

Swimming Pool – 2023 Contract Addendum to be expensed from Operating – Pool Management.



Base \$58,695.00

Cameron Station
2023 Contract Addendum

Option A:

- American Pool will add open the pool on 5/20/23 and 5/21/23 from 10:30am-8:30pm (3 guards on duty).
- American Pool will extend the pool season beyond Labor Day on weekends only; 9/9/23-9/24/23 (3 guards on duty 10:30am-8:30pm).

Total Amount Due: \$9,160.00

Initial: _____

Option B:

- American Pool will adjust the daily pool hours to 10:30am-8:30pm; 5/27/23-9/4/23.

Total Amount Due: \$18,343.62

Initial: _____

Option C:

- American Pool will add lap swimming on weekdays from 6am-8am; 5/27/23-9/4/23 (1 guard will be on duty)
- American Pool will add Aqua Aerobics on Saturdays from 9am-10am; 5/20/23-9/23/23 (1 guard will be on duty)

Total Amount Due: \$3,657.63

Initial: _____

Note: Additional staff can be added at the rate of \$21.30 per man hour.

Please initial above and sign below to accept the addendum.

Phil Carter, Vice President

Date: March 13, 2023

Owner/Agent

Date: _____

American Pool | 9305 Gerwig Lane, Ste E Columbia, MD 21046 | 410.363.6800 | F: 410.363.9959 | www.americanpool.com

2023
TOTAL: \$89,856.25 + 3,048.75 available
Budget \$92,905.00



**Cameron Station Community Association, Inc.
Board Decision Request
March 28, 2023**

**TOPIC: Access System Printer Proposal
Motion 2023-0311**

Motion:

"I move to **APPROVE** the **Force Security Solutions** proposal for the amount of **\$3,200.00** for a Level 2 – Card Printer to be expensed from Reserves Funds."

Motion: _____

2nd: _____

Summary:

The access system requires a printer for information to be printed in the resident's ID. We learned that in order for residents to use their access cards in the shuttle bus there is information that needs to be printed on their cards that allows them to enter the shuttle.

CAMP Recommendation:

Management requests the Board to approve the proposal so that we can begin registering residents.

Budget Considerations:

To be expensed from Reserves Funds.

FORCE

SECURITY SOLUTIONS, LLC.



Access Card Printer Bundle Proposal & Agreement

For

Steve Philbin & Angel Robles
Cameron Station Community Association
Community Association Management Professionals (CAMP)
200 Cameron Station Blvd
Alexandria, VA 22304

Security Consultant

Kenneth E. Kocher

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**Force Security Solutions, LLC.
8508 Virginia Meadows Drive
Manassas, VA 20109**

This proposal and agreement is based on the interpretation of the customer's requirements. It is our belief that all equipment quoted herein is in compliance with the project parameters as presented to Force Security Solutions, LLC. If additional products or services are requested a separate quote will be provided. This information is proprietary and confidential to Force Security Solutions, LLC and is only for the use of the individual or entity to which it was delivered. This quote shall remain valid for **30** days from the date of quote. No part of this document may be distributed, reproduced or utilized in any form, or by any means, electronic or mechanical, including photocopying, without written permission from Force Security Solutions, LLC. This document is to be returned to Force Security Solutions, LLC upon request.

Licensed & Insured

Statement of Work


Force Security Solutions is responding to your request for a proposal and agreement to provide the Cameron Station Community Association with a new Access ID Card Printer and Encoder Bundle with Web Camera and AsureID Solo Software. This request for a proposal and agreement includes the System Components listed below as well as professional services to set up and program the system as well as end-user training. It is understood that after completion, you will own the system, and we will professionally support these systems for added Security, safety, and stability of the system and site location.

Card Identification Printer

This card printer and encoder is the fastest printer in its class, allowing you to produce 50% more visually rich, full-color credentials in the same amount of time. Its small, compact footprint makes it easy to use in a variety of environments enabling you to produce secure, personalized membership and loyalty photo and access control ID cards in one single, seamless step. Using the included easy to use badging software, you can design custom ID access control cards on the spot, and the workbench diagnostic utility software can help you easily maintain your card printer over time.



SCHEDULE OF SYSTEM COMPONENTS

Type	Level 2 - Card Printer	Qty.	Unit Net	Total
Access Card Printer 	Direct to Card (DTC) ID Card Printer and Encoder Bundle with AsureID Solo Software and Web Camera. Includes Shipping and Professional Services to set up and program the system as well as end-user training.	1	\$3,200.00	\$3,200.00
			Total:	\$3,200.00



ACCEPTANCE OF AGREEMENT

Customer acknowledges receiving a fully executed copy of this agreement and all schedule of system equipment, components and services at the time of execution. The above prices, specifications, and conditions are satisfactory and are hereby accepted. Force Security Solutions is authorized to provide the system components and to do the work as specified. Upon full payment being received by us. You acknowledge that you have received a copy of this fully executed agreement and any and all its attachments and have read and understood them, intending to be legally bound, we both agree to all the terms and conditions of this agreement and any attachments or addenda from the master agreement dated 10/03/2022 are hereby incorporated into this agreement.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties hereto have executed this agreement:

Customer: _____ **Company:** **FORCE SECURITY SOLUTIONS, LLC**

By: _____ **Date:** _____ **By:**  **Date:** **11/14/2022**

2023 Action Item List

Date	Committee or mgmt	Item	Assigned To	Status	Comments
1.1.23	CAC	Waple/Tull/John Ticer	mgmt	proposal approved 1/31/23	2022 concern and due to budget constraints it has been pushed over to this year 2023. The concern was brought to the CAC members at their September meeting and unanimously voted to revisit this item the following year. Erosion control project to direct water into the drain behind unit 5007 John Ticer Dr, Tull, and Waple. 2.2.23 - Next steps are to reach out to the Owners nearby to work on a plan to address their run off.
1.1.23	CCFC	Replace weight balls	mgmt	completed	CCFC is requesting the replacement of the weight balls
1.1.23	CCFC	Replace cushion seat of stationary cycle machine	mgmt	completed	CCFC is requesting the replacement of the worn-out stationary cycle machine seat. 1.4.23 ProFIT ordered the seat and is waiting for the parts to arrive.
1.4.23	CCFC	Rogue AB-3	mgmt	done	Rogue AB-3 machine ordered and in transit. This was approved by the CCFC at their 2022 December meeting.
1.4.23	CCFC	Digital clocks	mgmt	done	(4) Digital clocks ordred and in transit. This was approved by the CCFC at their 2022 December meeting.
1.10.23	CAC	Woodland Hall Mulch	mgmt	Woodland Hall refused signing	435-500 CSB. Item tied to sub-association agreement. 3/10 Woodland Hall refused to sign the sub-association agreement.
1.10.23	CAC	Martin Ln Park	AGM	restore 1/3 of the park - proposal 31703 recommended for approval to the Board	The Martin Ln Pocket Park is currently facing heavy foot traffic causing areas to lose their green turning into mud. On 2.13.23 Landscape Lancaster proposal #31654 was presented to CAC members for their review and approval. The members hold off from approving the proposal but first survey the residents close to the park living in Martin and Barrett. Management is working with CAC members on collecting the data in order to move to approve the proposal. 3/14 - during the 3.13.23 CAC meeting, proposal 31703 was recommended for approval to the Board to restore the turf in 1/3 of the pocket park.
1.10.23	CAC	Condos at CSB (6 trees vandalized)	mgmt	completed	Follow up with Gita (Condos at Cameron Station Blvd 200-300) 6 trees vandalized
1.10.23	CAC	Erosion Issue	mgmt	to be revisited closer to Spring and walkthroughs	168 CSB erosion issue in the common area brought by Adrienne Zaleski. 2/3/23 - Lancaster recommends we wait to start walkthroughs around May to inspect the area and come up with a definitive solution. A temporary solution will be to seed the area during spring at no cost.
1.19.23	CCFC	Hand grip for biceps	mgmt	delivered	CCFC is requesting the replacement of the hand grip for the biceps. A set of (3) three grips was ordered and is currently in transit for delivery.
1.19.23	CCFC	wall mount broken	Maintenance	completed	Side of the weight ball rack is broken and requires reinforcement. Mark used super glue to reinforce and will install a pipe clamp to secure to the wall.
1.20.23	CCFC	Install frames with locker instructions	Maintenance	completed	new frames installed in both men's and women's locker rooms with locker instructions
2.1.23	CCFC	Install mirrors	Maintenance	completed	new full body mirrors to be installed in the women's locker rooms

2.17.23	mgmt	follow up with City DTOP when Cameron Station Blvd is scheduled to be paved and the other 3 city streets.	mgmt	Follow Up	2/17/23 - Update from the City - Staff inspected Cameron Station Boulevard and performed a pothole operation today. Next, Crews will shift over to Ben Brenman Park Drive next week to perform additional patching. We are proposing to mill and resurface Cameron Station Boulevard in the city's fiscal year 2024 plan (July 1, 2023 – June 30, 2024), which will be published in July. We appreciate your patience and support concerning this matter. As we plan, we will continue to keep our constituents updated through the city's webpage below. 3/3 - I located Mayor Wilson's newsletter indicating all of the City of Alexandria streets that are scheduled to be paved through FY2026. Cameron Station Blvd is on the list for FY2024. The remaining three City streets are not on the lists through FY2026. I am working with the Dept of Transportation (Mary Winston) to try to add Somerville Street and Brenman Park Dr because these streets are utilized by Brenman Park fields and the farmers' market traffic is in rough condition.
2.17.23	mgmt	Pool Contract vs. Swimming Lessons	mgmt	completed	American Pool informed us that their contract does not require them to provide swimming lessons. Todd confirmed that it does not. High Sierra has offered us swimming lessons even if American Pool is the pool management company. Todd indicated that we could use High Sierra for swimming lessons and there is no conflict of interest. There is nothing in the contract that addresses this matter and American Pool does not offer swimming lesson services.
2.17.23	CCFC	Swimming Lesson Backup Plan	mgmt	completed	CCFC is assessing the swimming lessons backup plan (Temporary Swimming Lesson Agreement – August 2022) that includes the application for a private swimming instructor.
2.17.23	CCFC	Revision of the P.R. Operating Rules and Procedures language on the times relating to swimming lessons	mgmt	Board approved	CCFC will assess the swimming lesson permitted times in their March meeting. 2/28 - Board approved language on swimming lessons.
2.17.23	mgmt	Shuttle Bus Survey	mgmt	closed	Survey sent out regarding the current shuttle bus schedule & customer service – requested a response by Sunday, February 26 th . 2/28 - there have been 85 responses for the shuttle bus survey.
2.17.23	mgmt	Access System rules and regulations policy	mgmt	approved and adopted	Sent Cameron Club Operating Rules and Procedures and the Access to Rec Facilities to Board to review redlined recommendations before the February Board meeting. 2/28 policy resolution approved and adopted at the February Board meeting.
2.17.23	mgmt	Trash along fence line	mgmt	monitoring event every Friday	City of Alexandria inspected the West End Village as did management on Friday, February 10 th . Management sent multiple pictures of trash along the common area fence behind Woodland Hall and the side of Home Depot. The City spoke to Home Depot and Home Depot indicated they would assess the trash along the property line daily. The City also indicated that they would initiate fines for future trash issues. We will closely monitor this to keep the property line clear of the trash. 2/28 Inspected the CSCA property fence line for trash today. Home Depot area is clean but areas behind business address 378-386 continue to have trash along the fence line.
2.17.23	mgmt	Ad Hoc Paving Committee meeting	mgmt	scheduled	Ad Hoc Paving Committee meeting with Gardener Engineering – the first meeting is scheduled for Thursday, March 2 nd at 6:30 pm.
2.17.23	mgmt	Trash Increase	mgmt	as of 3/17 waiting on Bates response	While we did receive some suggested “floor to ceiling” language for the trash cost increase, we are now setting up communications with Bates Trucking. Our preference, as we have with Fleet Transportation, is a flat amount until the price of gas goes below \$4.00/gallon. In assessing the current amount on the Bates invoices, management believes that the recommended amount of increased costs should be at least half of what they are currently charging. We are not attempting to commit the Association to anything but to determine a reasonable amount to protect the Association from future increases.
2.17.23	mgmt	Sub Association Agreement	mgmt	waiting on Woodland Hall signed agreement	Received Main Street Condominium signature page this week. We are only waiting on the Woodland Hall Condominium signature page at this time. Steve Richter, the management representative for Woodland Hall Condominium, is unavailable to speak until next Tuesday. 3/10 Woodland Hall refused to sign the sub-association agreement.
2.22.23	mgmt	Access System Training	mgmt	on-going	Mgmt met with Force to start training the staff on the new access system (access card / mobile credential registration). Future training sessions to occur. Working on punch list items.
2.27.23	CCFC	Order bike seat	mgmt	delivered and installed	Delivery date March 2nd. Order #982744.

2.27.23	CCFC	Peloton bike inquiry	mgmt	waiting on a 30 day period	follow up with CCFC regarding the Peloton bike. We have a resident (jmencow@gmail.com) interested in the Peloton bike. 3/10 - the CCFC members will hold for a period of 30 days until they make a recommendation on getting rid of the Peloton bike.
2.28.23	ARC	Weekly summary (2/20-24)	Covenants	Summary	1.Violations issued this week: 1 ARC. 2.Violations issued 2023 YTD (ARC): 10 (per document archive in CIRA) 3.ARC applications processed this week: 5. 4.Follow-up inspections completed this week: B&B reports – 16 vehicles ticketed (within the week) for management to follow up. 5.Comprehensive inspections this week: n/a 6.Comprehensives next week: n/a 7.Brandon ticketed 8 cars this week with CSCA resident decals parked in visitor spaces this week.
2.28.23	Ad HoC Committee Asphalt	Engineer Assessment Section #2	mgmt	Follow up	During Section #2 paving assessment, Engineer located a sinkhole on Donovan Drive (by the fountain) in the middle of the street. Reached out to the City of Alexandria for assistance to see if they will assess the underground pipe with a camera. This needs to be resolved before we pave in June. 3/3 - Section #2 Paving issues: We are working with the City of Alexandria on a sinking pipe on Donovan Dr (by the fountain). We also reported three (3) small water shut-off leaks (2 on Donovan Drive near the fountain and 1 on Yarrow Lane) to Virginia American Water. The Yarrow Lane leak was reported last fall and when they assessed it, determined it was not an emergency. We stressed the need to fix these leaks based on the upcoming paving project. The engineer is coming out next Tuesday to finalize the curb and gutter, the necessary aprons to be replaced, and the ponding areas. The RFP will then be sent out to a minimum of four (4) companies. He does NOT believe the project will be completed by June 30, 2023. 3/10 mgmt reviewed all areas of section #2 with the engineer to determine all ponding, curb and gutter, and aprons to be replaced. RFP forthcoming.
2.28.23	mgmt	Map of fire hydrants, park benches, and mailboxes	mgmt	completed	Mapped fire hydrants, park benches, and mailboxes for the entire community.
2.28.23	CCFC	Bidding painting of the clubhouse	mgmt	To be approved at the March Board meeting	Bidding out the painting of Cameron Club which is part of the reserve project for 2023. We would like the complete the project by May (the start of pool season). This will go to CCFC for review and contractor recommendation in March. 3/9 - at the CCFC march meeting the committee members unanimously voted CertaPro as their recommendation to the Board. Final approval will take place during the March Board meeting.
2.28.23	CCFC	Elevator certificate inspection renewal	mgmt	inspection scheduled	Inspection is scheduled for 3/1/23 at 10 AM. 3/1 - first half of the inspection completed, waiting on second half.
3.6.23	CAC	Common Area behind 5233 Tancreti	mgmt	proposal tabled	Concern brought by Mindy to CAC, Lancaster, and mgmt. 3/8 Management received Lancaster proposal 31706 to extend the downspout from the rear side of 5233 Bessley and Tancreti. 3/13 during the March CAC meeting the committee tabled on the proposal.
3.6.23	CCFC	Pool swimming lessons update	mgmt	in progress	Received info from a pool mgmt company with potential swimming lesson options for CSCA. Calling condos and apartments locally to determine their swimming lesson hours. 3/17 the CCFC members will hold a special meeting on 3/22 to further discuss the swimming lessons schedule. CCFC will make their recommendation to the Board at their April meeting.
3.6.23	ARC	Weekly summary (2/27-3/3)	Covenants	Summary	1.Violations issued this week: 0 ARC. 2.Violations issued 2023 YTD (ARC): 10 (per document archive in CIRA) 3.ARC applications processed this week: 2. 4.Follow-up inspections completed this week: B&B reports – 7 vehicles ticketed (within the week) for management to follow up. 5.Comprehensive inspections this week: n/a 6.Comprehensives next week: n/a 7.Brandon ticketed 8 cars this week with CSCA resident decals parked in visitor spaces this week. NOTE: Two (2) cars were towed this week; B&B and Henry's Wrecker have a list of nine (9) vehicles to tow if found to be located in the visitor parking on CSCA community streets. These cars all have a minimum of three (3) parking violations.
3.6.23	CAC	Fire Hydrant Update	mgmt	Follow Up	Met with Inspector Welch from the Alexandria Fire Department. There are 75 CSCA community fire hydrants (not including City fire hydrants) that require a flow test every five years. The last time the test was done was back in 2016. The City previously brought equipment to inspect our community hydrants, at no cost, with the Cameron Station Maintenance Technician. They no longer have the staffing to do this so it is a requirement for CSCA to complete the inspections with a sprinkler inspection company. He did say we could complete 25 per year (not complete all 75 at one time) as long as we fill out the proper inspection forms and send them to his office. The only mistake to date is the community fire hydrants we painted (Qty: 26 should have a yellow top. The City fire hydrants must have a white top.
3.9.23	CAC	Storm drain at 239 Somerville St reported to 311	mgmt	ticket submitted	storm drain in front of 239 Somerville St needs to be reset. Mgmt submitted a ticket through the 311 City of Alexandria #23-00006138.

3.10.23	CCFC	add signs to locker rooms leading to the pool	mgmt	order placed	have signs made for each of the locker room doors that lead onto the pool deck stating something like: "Security Cameras in Operation On Pool Deck". 3/17 Management is in communication with Signs by Tomorrow to order (6) signs. 3/17 sample sign under CCFC review. 3/21 Signs By Tomorrow quote A46289 signed; order placed.
3.16.23	CAC	Received quote from Eastern Supply #9020116	mgmt	pending	quote #9020116 to add galvanized inlet protection grate to add through the community received and saved on the srver under Projects folder. 3/16 pending on E&G Services to provide a proposal to supply materials and install grates over storm drains.
3.16.23	CAC	Fire Hydrants maintenance service	mgmt	proposals in Board package	E&G to provide proposal to maintenance fire hydrants
3.17.23	CCFC	Cameron Club street clock repair	mgmt	completed	Proposal received from Lumicrhron Commercial Clocks to restore the Victorian Street Clock (Cameron Club street clock). Proposal saved on the server under Projects folder.
3.17.23	CAC	Monument Sign Damage	mgmt	completed	The \$25K check from Liberty Mutual arrived and has been deposited.
3.17.23	CCFC	Access System	mgmt	completed	Setting up a meeting with Force Security to discuss the punch list
3.24.23	CAC	4 new grates to be installed	mgmt	pending	working on installing 4 drainage grates