

FAIRLINGTON GLEN COUNCIL OF CO-OWNERS

April 12, 2022 Board Minutes

Online via Zoom

ATTENDEES: Charlie Robbins (President), Jeremy Wiedemann (Vice President), Maynard Dixon (Treasurer), Susan Hunchar (Secretary), TJ Doyle (At-Large Member), Candace Lewis (Cardinal Management), Amy Steliga (On-Site Manager).

CALL TO ORDER: The meeting was called to order at 6:30 p.m. by the President via Zoom. He noted that there will be special discussion under New Business about the requirement for age limits of children at the pool area and in the pool. Comments and questions about Electric Vehicles (EV) charging stations will be during the EV Committee report later in the meeting.

RESIDENTS' FORUM: Mary Ellen McDermott (Ct. 14 Rep), Lori Derkay (Ct. 12 Rep and Pool Committee Co-Chair), Monica Wiedemann (Ct. 6 and Pool Committee), Carol Goodloe (Ct. 10 Rep, Pool Committee Co-Chair and Committee Co-Chair), Mary Stephens (Ct. 12 and Landscape Committee Co-Chair); Joy Bickelhaupt (Ct. 10 and EV Committee Chair), Sandy Thurston (Ct. 7 and Pool Committee), Maureen McMorrow (Ct. 9); Jay Yianilos, Editor, [The Glen Echo](#). There were no questions or discussions for the Forum.

BOARD MEETING MINUTES: 04.12.2022.01 MOTION. Moved to approve the minutes of the March 8, 2022 Board meeting. Motion passed unanimously.

BOARD MEMBERS' REPORTS:

President: The President reported that the Glen has been proceeding well through the year with all the challenges. He thanked the Treasurer for his work keeping the budget in line and the On-Site Manager and the Management Agent for keeping things running smoothly in the Glen. He thanked residents for being nice and helpful to neighbors and other residents during these difficult times. In relation to the pool topic being discussed at the meeting, he noted that he has noticed acrimonious tones to some email discussions and asked that people respect opinions and persons involved.

Vice President: The Vice President reported that Spring brings many projects and noted that mowing has begun and soft-washing in Courts 5-8 was very successful. He reported that the Pro Wash staff appreciated the co-operation of the residents concerning closed windows and touch-ups of the soft-

wash. He noted that two large trees in Court 4 inside our fence along Quaker Lane fell during the weekend after heavy rains. The On-Site Manager was able to get the landscape crew here in a few days to cut down and remove these trees. He was pleased that residents reported the trees and he noted that with reports of things such as these two trees not being a safety issue, it is easier and less expensive to have crews come during the week.

Treasurer: 04.12.2022.02 MOTION. Moved to approve the Culbertson Company of Virginia for the brickwork bid for \$187,603 to complete the work in the same year plus \$704.00 for the choice of 3 mortar colors. Motion passed unanimously. The On-Site Manager will select the appropriate mortar colors as needed. The Treasurer asked to have proposal attached to the minutes.

04.12.2022.03 MOTION. Moved to govern the \$52,800 received from Comcast for renewal of the Glen's cable installation agreement with that company:

- (1) Management has coordinated with Morgan Stanley (M-S) for M-S to invest \$52,800, drawn from the Glen's operating account, in the type of investments that the Glen has declared to be appropriate for its reserve funds.
- (2) The investment referenced in (1), above, is to be an inter-asset transfer only, with no change in the auditor-approved way of accounting for the \$52,800 in the liability and net worth accounts.
- (3) The interest on this investment will be credited annually to Account 30270 Interest.
- (4) The yearly amortizations to Account 30260 Miscellaneous Income will be credited to Account 25500 Reserves/Replacement.

Motion passed unanimously.

Explanation: The auditor has determined that the \$52,000 must be recorded in our accounts as a liability that will be amortized as a yearly addition to Account 30260 Miscellaneous income over the life of the Glen's contract with Comcast, rather than classified immediately as an addition to reserves. The Glen may, however, according to the auditor, invest the payment in reserve-type instruments even though the payment cannot be immediately classified as an addition to reserves. Parts (1) and (2) of this motion would direct the Glen to do this. Without this motion, the payment would remain in our operating account, earning virtually no interest, rather than be invested in the higher-return instruments that are appropriate for our reserve funds. The auditor has also approved the directions in parts (3) and (4) of this motion.

04.12.2022.04 MOTION. Moved to approve the Professional Grounds bid for sump pump drainage extension at 4323 36th St S (Ct 10) to the storm drain basin for \$ \$1,535.54. Motion passed unanimously. The Treasurer asked to have proposal attached to the minutes.

04.12.2002.05 MOTION. Moved to table action on Court 12 drainage work in order to study it closely again. Motion passed unanimously. The Vice-President asked if there were any residents affected by

the delay. The Treasurer reported that one unit (3562) is directly affected by a delay of about two weeks.

04.12.2002.06 MOTION. Moved to table the painting contract bids from Ploutis Contracting and Kolas Painting Inc. Ploutis submitted the low bid of \$7000 less than Kolas. The On-Sight Manager will discuss the price difference with Kolas. The Treasurer asked the On-Sight Manager to thank both companies for bidding. He noted that neither proposal included our specifications; the Management Agent noted that our specifications are not included because they are in our contract that is sent to the bidders.

Secretary: 04.12.2022.07 MOTION. Moved to ratify the earlier email vote that unanimously approved the variance request of Trista Nealon for a kitchen remodeling including removal of the wall between the kitchen and dining room at 4315 S. 36th St. Ct. 10. Motion passed unanimously.

04.12.2022.08 MOTION. Moved to ratify the earlier email vote that unanimously approved the landscape variance request of Robert Sumner and J.D. Moore at 3542 S. Stafford St. Ct.13. Motion passed unanimously.

At-Large Member: Nothing to report and was looking forward to the discussion on the pool age requirements later in the meeting.

COMMITTEE REPORTS:

Pool Committee: The Chair noted that the Committee had met on March 30 and completed a large agenda. The items included:

1. **04.12.2022.9 MOTION.** Moved to approve The FINS request to use the Glen pool the last week of July. Motion was approved unanimously.
2. **04.12.2022.10 MOTION.** Moved to have opening and closing pool parties if there are no new health restrictions. Residents will bring their own food and the Committee may suggest a food truck or an ice cream truck for use and convenience of residents. A margarita machine is desired. The Management Agent noted that the insurance company will cover alcohol at one party. The motion was approved 4-1.
3. **04.12.2022.11 Motion.** Moved to allow residents (age 16+) to have 4 guests. Our capacity of people at the pool is 79 people. Motion was approved unanimously.
4. **04.12.2022.12 MOTION.** Moved to reinstate the use of foosball and ping-pong tables, noodles and kick-boards. Multi-person floats will not be allowed because of safety issues. Motion approved unanimously

5. **04.12.2022.13 MOTION.** Moved to allow private parties during pool hours and reduce from 25 to 15 people to take pool capacity and seating into consideration; limit one party per day; \$25 rental fee; party duration 2 hours; 30 mins setup and after-party cleanup. Motion approved unanimously.
6. **04.12.2022.14 MOTION.** Moved to approve the Committee recommendation of not offering after-hours pool parties because of extra strain on lifeguards and noise complaints. This does not restrict the Glen from sponsoring community parties. Motion passed unanimously.
7. The Committee suggested 1) private swim lessons only on weekdays and limited to 10am-3 pm and only one instructor at a time and 2) rewriting the form for the insurance and indemnification requirements and have form reviewed by Cardinal Management. The President suggested having the form drawn up and then presented to the Board. The Vice President noted that the private lessons are not being used as a commercial entity.

The President asked the status of the pool lift and the Co-Chair reported that it has been ordered; however, Atlantic Pools does not yet have delivery and installation dates.

Joy Bickelhaupt suggested that the private lessons should be permitted on weekend mornings since that's a likely time for residents and families to be at home and 10am-noon on a Sunday is a good option. The President said that the Committee and the Board will take that under consideration.

LANDSCAPE COMMITTEE – The Secretary introduced Mary Stephens of Ct.12 as a Co-Chairperson (Shirin Wertime is the other new Co-Chairperson but was not at the meeting). The Co-Chair reported that the Committee has inspected all the courts for landscape problems and will begin landscape analysis. Joy Bickelhaupt noted that she has credentials and can do planting and trimming with her tools. The President noted that the Glen is having a dialog with the Arlington County arborist concerning the Quaker Lane Photinia border and challenges it has presented. The County has also been in touch with the County Extension Agent about improving our King St. border and we are looking forward to getting data from them. The President reported that the Landscape Committee will be involved in both projects.

Court Representatives Committee - The Chairperson was not in attendance. The Vice President reported that the Chairperson had agreed with the Secretary to have the Court Reps count the number and locations of red reflectors in plant beds. The Vice President said that had been a good activity for the Court Reps to re-engage.

Electric Vehicle Committee - Joy Bickelhaupt is the new committee Chairperson and met with two members of the committee and talked about possible test location for an initial installation. They will contact Dominion Energy for a discussion and possibly get a list of preferred contractors. They will also engage County Board members to be involved. The President agreed that having our test near the community center. The Vice President noted his experience with County office that is responsible for electric vehicle implementation. Tentatively considering using parking spaces in Court 11 for a test.

Fence Committee - The On-Site Manager and onsite staff have completed an inspection of all the fences. The gates are the most in need of replacement; but, it is time to start discussing when to start deciding what is needed, critical, and/or costs, full replacement or partial. The Treasurer noted that he has records from the last replacement that will assist in avoiding similar problems. Two options should be considered: complete or phased replacement.

MANAGEMENT REPORT

The On-Site Manager reported that her issues had been covered during the meeting. The Treasurer asked how close we are getting for reimbursement for pipe damage that was done by Verizon. The Management Agent is attempting to get to the bottom of the situation.

UNFINISHED BUSINESS - None

NEW BUSINESS – Pool Unaccompanied Age Limit Discussion

The President presented his structure for the discussion. The choice of age being chosen is 10 years or 12 years. **04.12.2022.15 MOTION.** Moved to allow unaccompanied children 10 years old at the pool. Motion was approved 4-1. The Management Agent will report to Atlantic Pools that unaccompanied 10 year old children will be allowed in the pool.

MISCELLANEOUS - None

EXECUTIVE SESSION

04.12.2022.16 MOTION. Moved to go into Executive Session at 8:22 pm. Motion passed unanimously.

The Board reconvened in regular session at 9:20 p.m. The Board was briefed on the Cardinal Management [FrontSteps](#) software package.

ADJOURNMENT The meeting was adjourned at 9:22 p.m. by the President.

Respectfully submitted,

Susan Hunchar, Secretary

The next scheduled meeting of the board is May 10, 2022 at 6:30 p.m. and will be held virtually again via Zoom.

**ATTACHMENTS : Culbertson Company of Virginia, LLC. Stoop Restoration and Masonry Repairs
Professional Grounds, Inc. Drainage 4323 36th St S**

BID DOCUMENTS

from

**CULBERTSON COMPANY OF VIRGINIA,
LLC.**

STOOP RESTORATION & MASONRY REPAIRS – PHASE III

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: Culbertson Company of VA, LLC
- B. Project Name: Fairlington Glen - Stoop Restoration & Masonry Repairs – Phase III.
- C. Project Location: Arlington, VA.
- D. Owner: Fairlington Glen Condominium.
- E. Engineer: Restoration Engineering, Inc.
- F. Engineer Project Number: 602.494.

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid (**Two Parts**), Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Restoration Engineering, Inc., having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the **two-part** construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

- 1. Base Bid Part I: One hundred seven thousand, eight hundred and thirty seven Dollars (\$ 107,837.00).
- 2. Base Bid Part II: Eighty nine thousand, seven hundred and sixty six Dollars (\$ 89,766.00).
- 3. The above amounts may be modified by amounts indicated by the Bidder on the attached Document 01 22 00 "Unit Prices" and Document 00 43 23 "Alternates Form."

- B. Alternate Number I (**One Part**), Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Restoration Engineering, Inc., having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete all construction of the above-named project together within one project cycle, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

- 1. Alternate No. I: One hundred eighty seven thousand and six hundred and three Dollars (\$ 187,603.00).
- 2. The above amount may be modified by amounts indicated by the Bidder on the attached Document 01 22 00 "Unit Prices" and Document 00 43 23 "Alternates Form."

STOOP RESTORATION & MASONRY REPAIRS – PHASE III

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:
1. N/A Dollars (\$ N/A).
- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 SUBCONTRACTORS AND SUPPLIERS

- A. The following companies shall execute subcontracts for the portions of the Work indicated:
1. Concrete Work: Mayorga Construction
 2. Masonry Work: In House

1.5 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Engineer, and shall achieve Substantial Completion of Part I within 55 calendar days. Additionally, all Work indicated in Part I must be completed within 60 calendar days from the Notice to Proceed.
- B. The undersigned Bidder proposes and agrees hereby to commence Part II of the Work on a date specified in a written Notice to Proceed to be issued by Engineer, and shall achieve Substantial Completion of Part II within 55 calendar days. Notice to Proceed shall be issued no later than March 15, 2023. Additionally, all work indicated in Part II must be completed within 60 calendar days from the Notice to Proceed for Part II.
- C. If Owner elects to proceed with Alternate Number I, which combines Parts I and II, the undersigned Bidder proposes and agrees hereby to commence the Work identified in both Parts I and II on a date specified in a written Notice to Proceed to be issued by Engineer, and shall achieve Substantial Completion within 75 calendar days. Additionally, all Work indicated in both Parts I and II must be completed within 90 calendar days from the Notice to Proceed.
- D. If Work is not substantially complete within the duration(s) indicated for each Part of the Work, a \$200.00 per calendar day liquidated damages fee will be assessed until the project is substantially complete. Also, if all work is not complete within the final duration(s) indicated for each Part of the Work, a \$200.00 per calendar day liquidated damages fee will be assessed until the project is fully complete. Liquidated damages shall not exceed \$200.00 per calendar day.

STOOP RESTORATION & MASONRY REPAIRS – PHASE III

1.6 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

- 1. Addendum No. 1, dated _____.
- 2. Addendum No. 2, dated _____.
- 3. Addendum No. 3, dated _____.
- 4. Addendum No. 4, dated _____.

1.7 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.

- 1. Bid Form Supplement - Alternates.
- 2. Bid Form Supplement – Schedule of Unit Prices and Allowances.
- 3. Bid Form Supplement - Bid Bond Form (AIA Document A310).

1.8 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Arlington, VA, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.9 SUBMISSION OF BID

A. Respectfully submitted this 8 day of April, 2022.

B. Submitted By: Culbertson Company of VA, LLC (Name of bidding firm or corporation).

C. Authorized Signature: *Henry Alfaro* (Handwritten signature).

D. Signed By: Henry Alfaro (Type or print name).

E. Title: Owner/Partner (Owner/Partner/President/Vice President).

F. Witness By: *Jowan Borja* (Handwritten signature).

G. Attest: *Henry Alfaro* (Handwritten signature).

H. By: Jowan Borja (Type or print name).

I. Title: Administrative Assistant (Corporate Secretary or Assistant Secretary).

J. Street Address: 7000 Tech Circle.

K. City, State, Zip: Manassas, VA 20109.

Fairlington Glen Condominium

March 24, 2022

STOOP RESTORATION & MASONRY REPAIRS – PHASE III

L. Phone: 703-631-0502

M. License No.: 2705076263

N. Federal ID No.: 14-1873375 (Affix Corporate Seal Here).

END OF DOCUMENT 004113

DOCUMENT 004313 - BID SECURITY FORMS

1.1 BID FORM SUPPLEMENT

- A. A completed bid bond form is required to be attached to the Bid Form.

1.2 BID BOND FORM

- A. AIA Document A310, "Bid Bond," is the recommended form for a bid bond. A bid bond acceptable to Owner, or other bid security as described in the Instructions to Bidders, is required to be attached to the Bid Form as a supplement.
- B. Copies of AIA standard forms may be obtained from The American Institute of Architects; www.aia.org/contractdocs/purchase/index.htm; email: docspurchases@aia.org; (800) 942-7732.

END OF DOCUMENT 004313

DOCUMENT 004323 - ALTERNATES FORM

1.1 BID INFORMATION

- A. Bidder: Culbertson Company of VA, LLC
- B. Project Name: Fairlington Glen - Stoop Restoration & Masonry Repairs – Phase III.
- C. Project Location: Arlington, VA.
- D. Owner: Fairlington Glen Condominium.
- E. Engineer: Restoration Engineering, Inc.
- F. Engineer Project Number: 602.494.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.

1.3 DESCRIPTION

- A. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related coordination, modification, or adjustment.
 - 1. Cost-Plus-Fee Contract: Alternate price given below includes adjustment to Contractor's Fee.
- B. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."
- C. If the alternate does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."
- D. The Bidder shall be responsible for determining from the Contract Documents the affects of each alternate on the Contract Time and the Contract Sum.
- E. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.
- F. Acceptance or non-acceptance of any alternates by the Owner shall have no affect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

STOOP RESTORATION & MASONRY REPAIRS – PHASE III

1.4 SCHEDULE OF ALTERNATES

A. Alternate No. I: Combine Parts I and II into a Single Project:

1. ADD DEDUCT NO CHANGE NOT APPLICABLE .
2. Provide stipulated sum dollar amount at Alternate No. I in Section 00 41 13 "Bid Form – Stipulated Sum (Single-Prime Contract)."

B. Alternate No. II: Provide Three Mortar Colors:

1. ADD DEDUCT NO CHANGE NOT APPLICABLE .
2. Seven hundred and four Dollars (\$ 704.00).

1.5 SUBMISSION OF BID SUPPLEMENT

A. Respectfully submitted this 8 day of April, 2022.

B. Submitted By: Culbertson Company of VA, LLC (Insert name of bidding firm or corporation).

C. Authorized Signature:  (Handwritten signature).

D. Signed By: Henry Alfaro (Type or print name).

E. Title: Owner/Partner (Owner/Partner/President/Vice President).

END OF DOCUMENT 004323

Fairlington Glen Condominium

March 24, 2022

STOOP RESTORATION & MASONRY REPAIRS – PHASE III

SCHEDULE OF UNIT PRICES AND ALLOWANCES

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BID INFORMATION

Bidder: Culbertson Company of VA, LLC

Project Name: Fairlington Glen – Stoop Restoration & Masonry Repairs – Phase III.

Project Location: Arlington, VA.

Owner: Fairlington Glen Condominium.

Engineer: Restoration Engineering, Inc.

Engineer Project Number: 602.494.

BID FORM SUPPLEMENT

This form is required to be attached to the Bid Form.

The undersigned Bidder proposes the amounts below be added to or deducted from the Contract Sum on performance and measurement of the individual items of Work and for adjustment of the quantity given in the Unit-Price Allowance for the actual measurement of individual items of the Work. The cost of the specified allowances shall be incorporated within the Base Bid Sum, however they do **NOT** represent all work included within the Base Bid. Refer to Project Drawings and all Sections of the Project Specification, for complete scope of Base Bid Work.

If the unit price does not affect the Work of this Contract, the Bidder shall indicate "NOT APPLICABLE."

PLEASE NOTE

The actual quantities for repair items and other work are unknown, so unit prices are required to compensate Contractors for the actual quantity of work performed. The estimated costs will either increase or decrease based on the actual quantities of repairs. This Unit Price Schedule indicates estimated quantities for bidding purposes.

Unit prices shall include the costs of all supervision, labor, equipment, materials, overhead, profit applicable taxes, and increases for insurance. These prices are based on work being completed during the period of the contract.

Notify the Owner immediately if work will exceed the estimated quantities listed below.

STOOP RESTORATION & MASONRY REPAIRS – PHASE III

SCHEDULE OF UNIT PRICES AND ALLOWANCES

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Item	Description	Quantity	Unit Price	Item Bid
		Allowance		
G1MR	General M & R - Part I	15 MH x	\$78.00 /MH	= \$1,170
	General M & R - Part II	15 MH x	\$78.00 /MH	= \$1,170
X1STP	Replace Small Stoop - Part I	1 EA x	\$5,132 /EA	= \$5,132
	Replace Small Stoop - Part II	1 EA x	\$5,132 /EA	= \$5,132
X2STP	Replace Large Stoop - Part I	3 EA x	\$8,596 /EA	= \$25,788
	Replace Large Stoop - Part II	2 EA x	\$8,596 /EA	= \$17,192
R1STP	Repoint Stoop Mortar - Part I	1330 LF x	\$12.00 /LF	= \$15,960
	Repoint Stoop Mortar - Part II	2490 LF x	\$12.01 /LF	= \$29,905
R2STP	Replace Stoop Brick - Part I	40 EA x	\$29.25 /EA	= \$1,170
	Replace Stoop Brick - Part II	75 EA x	\$29.25 /EA	= \$2,194
X1M	Replace Wall Brick - Part I	580 EA x	\$29.25 /EA	= \$16,965
	Replace Wall Brick - Part II	550 EA x	\$29.25 /EA	= \$16,088
X2M	Replace Lintel/Flashing - Part I	13 EA x	\$900 /EA	= \$11,700
	Replace Lintel/Flashing - Part II	N/A		
X3M	Wall Control Joint - Part I	14 EA x	\$585 /EA	= \$8,190
	Wall Control Joint - Part II	N/A		
R1M	Repoint Wall Mortar - Part I	920 LF x	\$12.08 /LF	= \$11,114
	Repoint Wall Mortar - Part II	1120 LF x	\$12.01 /LF	= \$13,451
TOTAL OF ALL UNIT PRICE WORK – Part I				= \$97,189
(Include this total in Base Bid Lump Sum Price for Part I)				
TOTAL OF ALL UNIT PRICE WORK – Part II				= \$85,182
(Include this total in Base Bid Lump Sum Price for Part II)				



Date: Property Name/ Address:

Attn: Amy

4/8/2022 Fairlington Glen

Job #: 49461

4323 36th Street South

Arlington, VA

Re: Estimator: Jon

Zalewski

Professional Grounds, Inc. Proposes to Furnish and Install the following: Drainage

QTY. Size/ Unit

1	Labor-Cut and Repair sidewalk
	Drainage- 4" Triple Wall Pipe- Smooth- Buried
	35 LF Drainage- NDS 12" Square catch Basin Kit- Metal Grate
	1 Ea. Concrete Mix- 80LB 3 Ea.

Scope of Work:

- 1. Install at 12" drainbox under the sump pump outlet at 4323. You should never directly connect. Drainbox will be connected to 4" Triple Wall Pipe which will run underground and daylight near the storm sewer inlet. Sidewalk will be cut and repaired using concrete.**
- 2. Total Contract Amount: \$ 1,535.54**

ACCEPTANCE:

The terms and conditions on this page, previous pages and subsequent pages of this CONTRACT are acceptable and are hereby agreed. You are authorized to perform the work. Payment to be made as follows:

Proposal # 49461

Due on completion.

Accepted by: _____ **Date:** _____

Professional Grounds, Inc. is a Virginia Class A Contractor Please sign both copies, retain one copy for your records, and License # 27050103537 Exp: 11/30/20 Classifications HIC LSC return one copy by FAX or U.S. Mail along with any required deposit to us at the address above.

TERMS: Deposits, if required, are due at the time of signing the contract. Balance due on completion, 1.5% per month (18% per annum) will be charged on the balance due and owing until paid; and the purchaser further agrees to pay attorney's fees of 33-1/3 % in the event that this account is placed in the hands of an attorney for collections. Progress payments for work completed shall be made once every 30 days for work extending over 30 days. NO RETENTIONS. *Failure to meet all terms and conditions of sale, including payment will automatically void all warranties without notice.*

CANCELLATION: In the event of the refusal of the customer to accept delivery, or the cancellation of this contract by the customer prior to completion, the customer by acceptance of this contract agrees that he will pay the seller for sellers costs incurred up to the point of cancellation, provided that any deposit paid by the customer to the seller shall be credited against said costs. Balance of deposit due will be refunded to customer, less costs incurred.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation involving extra costs will be executed only on written orders and will become an extra charge over and above this proposal. We are not responsible for delays due to events beyond our control. Owner shall carry fire, tornado, and all other necessary insurance. Our workers are fully covered by Workers Compensation and General Liability insurance.

ATTORNEYS FEES: In the event that any suit or action is instituted under or in relation to this Agreement, including without limitation to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals. Page 2 of 3

Conditions of Sale:

MATERIALS: All trees and shrubs to be nursery grown, free of harmful disease and pests and conforming to A.N.A. standards. All other products will conform to accepted industry standards, and carry the manufacturer's warranty, if any.

CHANGES: Alterations, additions, changes will be charged to the client at our prevailing prices.

UTILITIES: The owner is responsible for MISS UTILITY locating and marking public underground utilities however, as a service to you; Professional Grounds will call MISS UTILITY and arrange this service for you. Privately owned or installed utilities such as septic systems, electric lines to a variety of outdoor lighting, gas lines to grills, and irrigation lines among many other situations are not staked by MISS UTILITY and we have no responsibility for damage to these lines unknown to us. In certain situations there could be private lines in place unknown to you. Professional Grounds, Inc. cannot accept responsibility for damage to any private utilities.

PERMITS: Permits are the responsibility of the owner as such the costs to obtain permits are not included in this contract unless specifically stated otherwise. Professional Grounds will *at additional cost*, file necessary documents and drawings and obtain the required permits, if any, at your request.

HOMEOWNERS/CONDO ASSOCIATIONS: Customer is responsible for securing any necessary approval from your HOA or Condo association prior to acceptance of this contract.

UNDERGROUND CLAUSE: There will be an additional charge for hidden underground obstructions (tree stumps, boulders, pipe, cable, invisible fence, concrete, wire, etc.) that require additional tools, time and labor to remove in order to complete the project.

PHOTOGRAPHY: Customer agrees that Professional Grounds may photograph the property including by use of a professional photographer and that photos or digital images may be published by Professional Grounds, Inc., in any manner it may see fit and customer unconditionally releases all rights or claims to these photographs to Professional Grounds, Inc. Upon written request, a copy of the images will be furnished to the Customer.

DESIGN IMAGING/ DRAWINGS/ PLANS: Are at additional cost and not included in this contract and may not represent the spirit of your contract. Digital images, photographs, renderings, drawings, and alteration of photographs of your property thru the use of computerized design imaging programs or hand drawings are for informational purposes only and are not intended to project an image of expectations upon completion of your contract. You may expect the final result to be significantly different from the images or drawings presented.

Warranty and Guarantee:

Exceptions to our guarantee include any product with a manufacturer's warranty. Products such as lighting controllers, pond pumps, motors, irrigation controllers, pressure treated lumber and certain brick products are examples of such items. Such products are guaranteed by the manufacturer and not by Professional Grounds. We will act on your behalf to obtain a warranty replacement for you, but are not responsible for the manufacturer's warranty. A service charge applies to the installation and replacement of all manufacturer warranted products.

CLAIMS: To serve you better, any claims or complaints must be made in writing, as telephone calls cannot be acknowledged. We will do our best to monitor your new plantings during the first year of growth.

PLANT MATERIAL: All plant installations will conform to local LCA specifications. All plants installed will be properly watered by contractor upon completion. Subsequent watering and proper maintenance is the responsibility of the customer. Providing the account has been paid in full according to all terms of sale, any plant (or tree) furnished and installed by us that fails to live for one full year from date of installation will be replaced free with a plant of the same size and variety as specified on the original contract one time only. Replacement plants are not guaranteed. It is understood and agreed that Professional Grounds, Inc. has sole discretion on timing of all replacements. However, typically, plants that fail to survive initial planting within 10 days from installation will be promptly replaced. Plants that fail to survive for the duration of the year will be replaced once only during the next planting season.

WE DO NOT GUARANTEE: perennials, annuals, groundcovers, seeds, bulbs, turf seed, sod, ornamental grasses, indoor plants, plants installed in boxes or planters, plants furnished by others but planted by us, transplanted plants, plants where the roots have been cut during the normal progress of our work, or plants under overhangs. We will not be responsible for plants which die due to conditions beyond our control, such as floods, insufficient or excessive water, hail, sleet, wind, frost, drought, disease or damage caused by insects, children, animals, accidents, or acts of Nature. As most plant losses may be attributable to improper watering we do not guarantee plants that have died as a result of improper maintenance, especially under or over watering. Professional Grounds will provide watering at additional cost to you upon request.

PROFESSIONAL GROUNDS will not be responsible for annual growth that may be lost due to replacement as provided. Should we not be able to obtain replacement of the exact size and variety as originally planted, with your approval we will provide an acceptable substitution. REFUNDS ARE NOT PERMITTED FOR ANY REASON.

HARDSCAPES: We guarantee our work to be free of defects, to be of sound workmanship and in compliance with local government codes. If found to be otherwise, providing the account has been paid in full according to all the terms of sale we will correct such deficiencies for a period of **three years** from date of installation. Minor settling of dry laid brick and flagstone is considered normal. As stone is a natural product, variances of color, blemishes, and/or the appearance of efflorescence on brick or flagstone is not considered a defect in product or workmanship and cannot be considered for replacement under warranty. Certain lumber products tend to split and bow with natural drying and are not considered to be defective and cannot be considered for replacement under warranty. We cannot be responsible for settling due to conditions beyond our control, such as excessive rainfall, subsurface water, poor drainage conditions, settling of land, or erosion of materials.

DRAINAGE SYSTEMS: Due to the nature of the work, performance of drainage systems is not guaranteed as sufficient, especially during periods of heavy or extended rainfall. It may be expected that additional work may be necessary to resolve previously undetected issues. This extra work would be billed for under separate contract and under no circumstances should be considered warranty work.

OPTIONAL LIMITED LIFETIME PLANT WARRANTY: After installation of plant material Customer will have the option to sign up for an annual Plant Healthcare Program. Contractor will guarantee all installed plant material as long as the Customer continuously participates in the program. Warranty is non-transferrable and any replacements made under the warranty will be of the same size and variety as specified in the original contract. Warranty will not be honored for any plant that dies as a result of improper watering.