



*West Neck  
Community Association*

**August 11, 2022**

**To:** West Neck Board of Directors

**From:** Brett Campbell, <sup>CMCA, AMS, PCAM</sup>

**Re:** August Board of Directors Meeting

The Board of Directors of the West Neck Community Association will hold a meeting at 6:00 P.M. on Wednesday, August 17, 2022 at the West Neck Village Hall. If you are unable to attend the meeting, please e-mail me at [bcampbell@communitygroup.com](mailto:bcampbell@communitygroup.com).

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1. Call to Order 6:00 P.M.
2. Pledge of Allegiance
3. Homeowners Forum
4. Voting Member Report(s)
5. Approval of Minutes
6. Financial Report
7. Committee Report(s)
8. Management Report
  - A. Review Annual Plan (2022)
9. General Manager Report (VH&P)
  - A. RFP's For Website Vendors
10. New Business
  - A. Discussion on Renderings provided by Woolpert Inc. for Three Parcels of Land
  - B. Discussion on Monument Proposals
  - C. Discussion on Fountain Proposals
  - D. Discussion on Request for Proposals for 2023 Landscape Maintenance
11. Adjournment 8:00 P.M.

# MINUTES

**West Neck Community Association  
Minutes of the Regular Meeting of the Board of Directors  
July 13, 2022**

**Board Meeting:**

Meeting was called to order at 6:00 pm at the West Neck Village Hall  
Meeting opened with a pledge of allegiance to the flag.

**Attendees:**

Chandler Calvert, Vice President & Secretary  
Bobby Ross, Treasurer  
Tom Luckman, Director  
Chuck McKinney, Director  
Nancy Hinton, Director  
Bill Rosenow, Director  
Brett Campbell, Community Association Manager  
Jeff Hunn, Association Attorney

The meeting was an open meeting and approximately 60  
homeowners were present.

**Homeowners Forum:**

The floor was opened for homeowner's questions and comments.  
7 homeowners addressed the Board.  
It was announced to all attendees that the meeting was being  
recorded.

**Voting Member Reports:**

Blue Lake Voting Member Thelma Shelton gave a report.

### **Approval of Minutes:**

- Chuck McKinney made a motion to accept the minutes from the May 18, 2022 Board Meeting. Motion carried. Unanimous

### **Reports:**

- Financial report was given by Bobby Ross.
- Landscaping report was given by Chuck McKinney.
- Management Report was given by Brett Campbell.
- ARC report was given by Chair Gale Perryman.
- General Manager Report was given by George Davis.

### **Old Business:**

- **A.** Appointment of Member-at-Large Due to Resignation of Hugh Stephens.

Tom Luckman made a motion to appoint Sue Mays to fill the position. Motion carried. Unanimous.

- **B.** Scheduling and Conduct of a 3 on 3 Meeting with IRP Board Concerning Unified Golf Course Zoning Position.

No Board Action taken

- C. Request Legal Opinion from Association Attorney on Drawing Water and Installing Well Pumps from Golf Course Lakes/Property.

Moved to Executive Session to consult with counsel.

- D. Discussion on Drainage/Grading Quotes for Old Deford Property.

No Board Action taken.

#### **New Business:**

- A. Discussion of Whether the Board wants to Communicate directly with the owner of the Golf Course Property.

Discussion tabled until more information is received.

- B. Discussion Concerning Association Desires with Respect to Landscape Contractor Maintenance of Space Between sidewalk and streets abutting their property.

No Board Action taken

- C. Discussion of POAA section 55.1-1823.1 "Electric Vehicle Charging Stations Permitted".

Discussion tabled until more information is received.

- **D.** Discussion on Estimate # 180 for Plant Removal/ Replacement within Village Hall and Pool Area.

Chuck McKinney moved to accept the quote from Steadman Outdoor Services to remove the dead plants At a cost of \$1,655. Motion carried. Unanimous.

- **E.** Discussion of Remaining Board Meeting Schedule.

No Board action taken.

### **7:30 EXECUTIVE SESSION:**

- Sue Mays made a motion to adjourn the business meeting and move to executive session to consult with legal council and review Association complaint forms. Motion carried. Unanimous.

### **8:05 Business Meeting**

- Executive session was adjourned. Nothing was discussed other than matters related to the stated purpose. Regular Business meeting resumed.
- John Shumate May 17, 2022 Complaint

Mr. Shumate filed a complaint dated May 17, 2022 with the Board, complaining the Board was violating the Virginia Property Owners Association Act by holding private meetings not open to members.

Bill Rosenow made a motion to deny the May 17,2022 Complaint filed by John Shumate because the Board did not Violate Section 55.1-1816 of the Virginia Code.

Motion Carried. Unanimous.

- John Shumate May 25, 2022 Complaint

Mr. Shumate filed a complaint dated May 25, 2022 with the Board, complaining the Board was violating the Virginia Property Owners Association Act by not releasing certain Violation letters issued to WC Capital.

Bill Rosenow made a motion to deny the May 25, 2022 Complaint because the Board did not violate Section 55.1-1815 of the Virginia Code. Regardless, because he has now complied with the Code we will release the violation letters to Mr. Shumate.

Motion carried. Unanimous.

- John Shumate June 1, 2022 Complaint

Mr. Shumate filed a complaint dated June 1, 2022 with the Board, requesting the Board take action with respect to to the purchase of insurance for voting members.

Bill Rosenow made a motion to deny the June 1, 2022 filed by John Shumate because the Complaint does not allege or involve a violation of common interest community laws or regulations.

Motion carried. Unanimous

- John Shumate June 8, 2022 Complaint

Mr. Shumate filed a complaint dated June 8, 2022 with the Board, complaining the Board was violating the Virginia Property Owners Association Act regarding the multi-directional distribution of information by and among

the members.

Bill Rosenow made a motion to deny the June 8, 2022 Complaint filed by John Shumate because the Board did not violate Section 55.1-1817 of the Virginia Code.

Motion carried. Unanimous.

- Tom Luckman made a motion that we approve the CorRisk Solutions Insurance coverage for Voting Members at premium amount of \$11,299 with policy fee, carrier fee, tax and maintenance fee for a total of \$12,067.43.  
Motion carried, Unanimous.
- Sue Mays made a motion due to the resignation of President Hugh Stephens that the Board reorganize with Chandler Calvert President, Tom Luckman Vice-President, Bill Rosenow Secretary and Bobby Ross Treasurer.  
Motion carried, Unanimous.
- Bobby Ross made a motion to adjourn the meeting.  
Motion carried. Unanimous.

**7:54 PM**

**Meeting Adjourned**

Respectively submitted,  
Chandler Calvert, Secretary



# **GENERAL MANAGER REPORT (VH&P)**

Website Redesign Committee of the Marketing Committee  
The Villages at West Neck

July 7, 2022

Chandler Calvert  
Acting Board President  
The Villages at West Neck

Dear Chandler:

Please find attached two RFPs for the redesign of the West Neck Villages website, followed by the proposals from our first and second choice vendors.

In the fall of last year, it came to our attention that the design, organization and content of our current website had become outdated and as part of our responsibilities as the Marketing Committee we began a search for a new website design format and company.

A presentation was made this past spring to Board members Hugh Stephens and Nancy Hinton regarding our proposed refresh of the website. At this meeting we received approval to proceed with our search.

Please see the RFPs for a more detailed description of our rationale and findings.

Thank you for your attention to this matter.

Sincerely,

Janet Blohm and Suzy Feldman  
Marketing Committee Members

Request for Proposal  
Website Redesign & Development



The Villages at West Neck  
2580 Signature Drive  
Virginia Beach, VA. 23456  
757.689.4189

**REQUEST FOR PROPOSAL**

Website Redesign & Development

This RFP is for design and development services for a new website for The Villages at West Neck.

**Timeline**

Send proposal and any questions on the RFP to:

George Davis III  
General Manager  
The Villages at West Neck  
gcdavis3@cox.net

Finalist Agencies Selected & Contacted:

Web Development Technology Partners, Inc. (wdtp.com)  
Richard D. Tisdale  
06/08/22

Visionefx  
Rick Vidallon  
5/27/22

Chosen Agency Selected & Contacted:

Visionefx  
Rick Vidallon  
6/24/22

Project Kickoff: 09/01/22

New Website Launch Target Date: 11/01/22

### **Community Overview**

We are a 55+ private residential community comprised of eight villages which are incorporated into one vibrant, award winning, active adult community.

### **New Website Objectives**

- Update community's primary marketing tool
- Increase resident accessibility/use
- Update veracity of information
- Project vibrant community image
- Increase community morale and pride
- Foster ease of maintenance

### **Current Website**

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

Launch: 2005

Integrations: Wedding Wire ([www.weddingwire.com](http://www.weddingwire.com))

Wordsworth Village ([www.wordsworthvillagecondo.com](http://www.wordsworthvillagecondo.com))

Host: HOA Sites

### **Current Pain Points**

- Lack of a marketing landing page from an internet search
- Images, writing and design aesthetic project an outdated look
- Information architecture and navigation are not laid out in a logical manner resulting in low resident use
- Inaccurate information
- Nonexistent interpersonal maintenance assistance
- Difficult process for updating/reorganizing data

### **Project Scope and Functionality Requirements**

I Non-Resident

II West Neck Resident

I Non-Resident

About

The Villages at West Neck

The Master Plan – The Villages

Testimonials

Experience

Amenities

Gallery

Maps

Wonders of the Area  
Virginia Beach  
Hampton Roads

II West Neck Resident  
Announcements  
West Neck  
Virginia Beach and Beyond  
eNews  
eNews Archive  
Survey Portal  
Contacts  
Resident Directory  
Board of Directors  
Associa Community Group  
Public Service  
Contact us  
Gatherings  
Village Hall  
Pool  
Calendar  
Groups/Classes/Clubs/Committees  
Documents  
Governing  
Minutes  
Financials  
Rules – ARC  
Forms

**Proposal Requirements**

- Overview of your company
- Overview of how you will meet our objectives
- Scope of your work (research, design, development, post-launch errors corrections, etc.)
- Explanation of your proposed platform/CMS
- Outline of your website design & development strategy
- Proposed website timeline from kickoff to launch
- Recent design & development examples
- Pricing with optional elements line-itemed

Thank you for the requested information. We look forward to your proposal!

First Choice Company Chosen

VISIONEFX

Ricardo Vidallon

[www.visionefx.net](http://www.visionefx.net)

757 619 6456

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# VISIONEFX

A Virginia based web design company

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Web Hosting  
Web Design Development  
Database Programming  
Search Engine Marketing  
E-Commerce

**Website Design Development for  
The Villages at West Neck  
presented to  
Janet Blohm**

Prepared by Ricardo Vidallon

June 14, 2022

<https://www.visionefx.net>



Hello Janet,

We can design your new business website to stand out from the clutter and noise on the World Wide Web. We will help you to establish a powerful presence to compete in today's online market space.

That's what the web allows us to do, and that's what VISIONEFX does best.

Your website will be built fully search engine optimized for optimal ranking in the major search engines; Google, Yahoo, Bing, and other major directories.

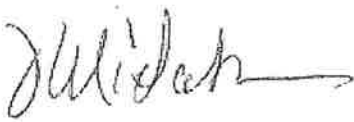
VISIONEFX provides a wide range of Internet development services for business clientele to include;

SENTARA, Cox Business Services, VICOM Corporation, Old Point National Bank, WHLR Real Estate Investment Trust, Virginia Federal District Courts, Charlottesville Transit Authority, and many others.

VISIONEFX is the proud recipient of the prestigious UpCity Top SEO, Top Web Designers award and listed as one of the top-rated web companies in Virginia in Google My Business pages with nearly 100 five-star reviews.

Our company success is built on solid and enduring client relationships. We specialize in providing a powerful brand presence for our clients and helping to leverage their position on the World Wide Web. VISIONEFX adheres to the best practices in advanced design, user interface, and usability strategies.

VISIONEFX provides practical application in (SEO) search engine optimization and agency-level art direction with exceptional design skills in web design development.



Sincerely,  
Rick Vidallon

[rick@visionefx.net](mailto:rick@visionefx.net)  
<http://visionefx.design>  
757.619.6456  
757.963.1787

Table of Contents

1. Key Strengths, Experiences	Page 3
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## **I. Key Strengths, Experience**

VISIONEFX Founder Ricardo Vidallon is a seasoned professional in the creative business of advertising, broadcast, animation, and web design development. His design work and animation have been featured on the Christian Broadcasting Network, Inc., Fox News, and NBC Entertainment.

Ricardo Vidallon has designed and implemented web development and content delivery platforms for Honda Motorcycle dealerships, Penske Corporation, Brunswick Boating Brands, and US Marine during a professional web design and development career. Other web credits include; Web design consultant for Auto Mark, Inc., CMGI Solutions, Reynolds and Reynolds, Boat Ventures, and Channel Blade Technologies.

## **II. Client References**

As a retired Army Colonel and former Brigade Commander, I knew we needed to find the best in the field to design the website for our defense industry-based company. Rick and VISIONEFX are tremendous and took our concept from vision to reality in a short period of time. Easy to collaborate with by email or phone, VISIONEFX is also responsive - an excellent quality. I could not be happier with his capabilities and the website he developed.

**Col. Bob Crowley, U.S Army Retired**  
**Executive Vice-President - Halcyon Group International - Woodbridge VA**

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These guys are phenomenal. Rick and his team are so easy to work with. They do whatever it takes to get the job done, and all with a smile. Smart, cool, calm, and cost-effective. They helped guide us in terms of web architecture, functionality, and even design. I highly recommend VISIONEFX to any creative agency.

**Roy Weiss, Creative Services Manager, STARFISH brand experience design NY NY**

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Exceptional design team! Our ongoing partnership over the last eight years has been a wonderful experience. VISIONEFX really listens to our needs. Their creativity and optimization methods dramatically help our presence on the internet. We could not ask for anything more.

**BJ Hughes, President, Vlcom Corporation - Virginia Beach VA**

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The world is full of Webmasters, but there are few Web Yodas. Rick Vidallon is a Web Yoda. I partnered with Rick and his company VISIONEFX in 2004 when I started my public relations agency. My agency is still going strong, and I owe a lot of that to Rick.

The value he provides to my clients through polished, professional, and easy-to-navigate websites are unmatched. No website company in Virginia or the U.S. provides Rick's talent, weight, and customer service talent. It also helps my clients that Rick doesn't charge an arm and a leg for his work. Other companies are demanding much more and delivering fewer results.

**David Rourk, President, Rourk Public Relations - Virginia Beach VA**

## **Project Summary**

### **A. Summary of Website**

Client desires to have newly designed HOA website that is modern and easy to navigate. Above all the new website should capture the interest of non-residents and serve the needs of existing member residents.

There will be **three levels of visual access Administrative, Non-Resident and Resident**. Each resident will have their own username and password.

Furthermore, the administrator may archive newsletters and documents as needed for resident access.

### **B. Our Recommendation and Creative Solutions**

We recommend a sleek new modern look, with strong call-to-actions for inquiries and visual defined service areas. Moreover, we suggest an enhanced \*Responsive website design to allow for maximized viewing experience over mobile, tablets and desktop systems. See: <http://www.visionefx.net/mobile-responsive/>

### **C. Our Plan: Responsive CMS Word Press Website Design**

VISIONEFX will prepare 2 web design concepts of homepage + variations, 2 revisions of the final design. The website will be mobile, desktop and tablet friendly for optimal display.

### **D. Creative/Technical Tasks**

1. Install and configure Word Press on client's web Linux hosting server provided by client.
2. Word Press Setup and Configuration of latest build version avail. and WP Plug-in/ Extension Integration
3. Word Press Contact Us form module integration, WP Security Settings & Implementation
4. Project Testing and Cross Browser compatibility for MS Edge over Win10, - Fire Fox (Latest at the time of development) and Chrome (Latest at the time of development) and Safari over Mac.

### **E. Tasks, Assumptions, Terms & Condition**

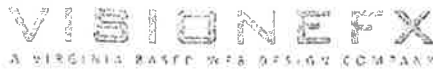
1. The new website will not have any integration with any \*3rd party application unless mentioned here.  
\*Links and 3<sup>rd</sup> party scripts such as Constant Contact are included in this proposal.
2. VISIONEFX to perform the following tasks:
  - a. The Villages at West Neck master website and up to 40 interior pages. Additional pages are \$55 per pg.
  - b. Client will provide logo, photos and written content for the website.
  - c. VISIONEFX will install the new website on the clients' website hosting plan. If you do not have a web hosting plan we recommend, Go Daddy Managed Word Press hosting Ultimate level offering SSL, Backups and Security all in one package: <https://www.godaddy.com/hosting/wordpress-hosting>
  - d. TRAINING – We do not charge for training. If you require online assistance or need some quick help, we got your back!
  - e. TIME LINE: Depending on requested design revisions or functionality enhancements. Typical website production timelines are 6 to 8 weeks, depending on client change requests. If a sooner delivery date is required, VISIONEFX will consult with the Client to determine cost and feasibility.

*Depending on requested design revisions or functionality enhancements. Typical website production timelines are 4 to 6 weeks, depending on client change requests. If a sooner delivery date is required, VISIONEFX will consult with the Client to determine cost and feasibility.*

## **G. Design Process**

In preparation and the production process, VISIONEFX will maintain communication via email, phone, live website visuals, and online discussions, for example, ZOOM, GO TO Meeting, and MS TEAMS during client approval stages for the following;

1. Concepts - Share, brainstorm, discuss views and ideas with Client to firm up the user interface and creative the direction of the website (s).
2. Keywords and Search Phrases - Share and review common keywords and search phrases. Perform research on Google to measure and identify other relevant keywords and phrases for the Client.
3. Wireframes - Provide diagrams or wireframes to establish user interface, navigation architecture, and layout design to establish a creative roadmap in developing the initial website framework.
4. Comprehensives - Provide website comprehensives to establish the look, feel, and style of the website. Comprehensive are graphic representations demonstrating the authentic look of a page posted on the web.
5. HTML build - After approval of comprehensives, the HTML build begins online with a unique URL where work may be viewed in progress.



1673 Castlefield Rd, Virginia Beach, VA 23456 / Office: 757-619-6456 Fax: 757-963-1787  
Visit: <http://visionefx.net> E-Mail: [rick@visionefx.net](mailto:rick@visionefx.net)

**Invoice/Proposal #430057**

**June 24, 2022**

**SUBJECT: For The Villages at West Neck**

**INVOICE:**

Description – See page 2		
<b>F.1. HOA Word Press Website for The Villages at West Neck</b> Cost: \$6400 / Terms – \$3200/ 50% deposit to start – \$3200/ 50% upon delivery or prepay \$5760 and receive a 10% discount. Save \$640		
	Amt.	

**INVOICE:**

Client / Company: The Villages at West Neck/ Janet Blohm  
 Billing Address: \_\_\_\_\_

City: Virginia Beach State: VA Zip: \_\_\_\_\_

Ph.: 516-987-8642 Fax: \_\_\_\_\_

[idotoomuch@aol.com](mailto:idotoomuch@aol.com)

Start Upon  
 Date: receipt

To pay online by major credit card go here: <http://www.visionefx.net/paypal/>

- 1) Click buy now then enter payment amount
- 2) Click the "lower grey button" that says "Pay with Debit or Credit Card".  
This will allow you to pay with any major Credit Card.



# VISIONEFX

WEB DESIGN, DEVELOPMENT, SEO, ECOMMERCE, DATABASE

CLIENTELE    BRANDING    MOBILE RESPONSIVE    ECOMMERCE    SEO  
PROGRAMMING    MAINTENANCE    ACTION INSIGHTS



VISIONEFX is a web design company headquartered in Virginia provides top-notch web design, SEO, and eCommerce web design services.

Moreover, we know you want a website that generates sales and leads. We get that. Furthermore, you want a beautiful design that speaks to your brand and takes your business website to the next level. And we understand that too.

Therefore work with a top-level professional website design company providing eCommerce web design, search engine optimization, and custom database programming services.

SEE OUR WORK

MORE ABOUT VISIONEFX A PREMIER VIRGINIA WEB DESIGN COMPANY [+]







## Second Choice Company Chosen

wdtp.com

Richard Tisdale

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

757 258 9387

June 10, 2022

Janet Blohm  
The Villages at West Neck

Janet:

Based on our discussion earlier this week, Web Development Technology Partners, inc. will develop a fully responsive (multiple device friendly) web site for The Villages at West Neck that will consist of the following components:

- Eleven (11) sections
  1. Home/Overview
  2. About
  3. Experience
  4. Wonders of the Area
  5. Residents Only (West Neck plus 8 Villages)
  6. - Announcements (categorized Posts for West Neck plus 8 Villages)
  7. - Contacts (categorized Posts for West Neck plus 8 Villages)
  8. - Gatherings (categorized Posts for West Neck plus 8 Villages)
  9. - Documents (categorized Posts for West Neck plus 8 Villages)
  10. - Villages (8 Villages)
  11. Contact Us

NOTE: Page copy to be supplied by The Villages at West Neck

**Costs are as follows:**

<b>Creative Brief</b> (The creative brief is a summary of overall visual and conceptual goals for the design of the web site and serves to ensure the project is kept on target.)	<b>\$100.00</b>
<b>Site Architecture</b> (This stage is a visual representation of the structure of your site in Adobe Acrobat (PDF) format.)	<b>\$200.00</b>
<b>Site Skeleton</b> (This stage is a bare bones, clickable model of your site using actual content with simulated functionality.)	<b>\$0.00</b>
<b>WordPress Theme Selection and Customization</b> (includes Theme purchase, logo placement, and changing color scheme – additional customization may increase cost)	<b>\$600.00</b>
<b>WordPress Theme installation and setup for 11 sections</b>	<b>\$3,850.00</b>
<b>Content management system via WordPress Admin</b>	<b>\$0.00</b>
<b>Ultimate Member Plugin installation and setup</b>	<b>\$300.00</b>



Web Hosting (includes email and year-round support and consultation)	\$330.00/year
Google Analytics Traffic Reporting & Analysis	\$0.00/month

We believe that the outline offered above should be considered a starting point. Additional pages not listed in the above outline may be mutually agreed upon between us for inclusion in the site. Similarly, in the design phase, we may determine that some pages can be combined to achieve improved navigation or clearer communication. However, for purposes of pricing this proposal, we are estimating that the site will consist of eleven sections in order to convey the outlined content.

**Cost Not To Exceed: \$5,380.00** (valid for 90 days from the above date)

*The above cost is a maximum amount based on a liberal estimate of hours needed to perform the outlined work. The actual cost of the project may be less than that listed above based on actual hours spent.*

We look forward to working with you on this project, and if we can answer any questions please call 757.258.WDTP (9387).

Sincerely,

A handwritten signature in cursive script that reads 'Richard D. Tisdale'.

Richard D. Tisdale

# **NEW BUSINESS**

August 3, 2022

Mr. Chandler Calvert  
West Neck Community Association  
Virginia Beach, VA. 23456

Dear WNCA Board President Calvert,

Thank you for accepting Woolpert, Inc on May 18, 2022 to proceed with creating renderings for West Neck's three parcels of land. With the survey results always in mind, the Recreation Committee met with Woolpert's architects three times, discussed preliminary layouts and now have the final renderings to share with you.

I have asked General Manager George Davis, also a member of the Recreation Committee, to explain the renderings to you at the board meeting. Earl Harper, also a member of the committee, will be present to answer additional questions. I will be sending paper copies of the renderings for you to peruse before the board meeting..

In conclusion, the Recreation Committee wants to move forward with developing the steps ultimately leading to outdoor recreational activities in West Neck. It is the hope of the Committee for West Neck to continue to grow as an attractive active-adult community.

Respectfully yours,  
Frances D. Rayburn  
Recreation Committee Chair

**WEST NECK  
RECREATION COMMITTEE  
REPORT**

West Neck Community Association  
Home Owners Association Board Meeting

Wednesday, August 17, 2022

Frances D. Rayburn, Committee Chair

## **CONTENTS**

1. Update for Outdoor Recreation in West Neck
2. Renderings in Packet
  - A. Overall
  - B. Area 1
  - C. Area 2
  - D. Area 3
2. Presentation of the Renderings - George Davis
3. Additional Information - Earl Harper

**UPDATE of the WEST NECK RECREATION COMMITTEE**  
**WNCA BOARD MEETING**  
**August 17, 2022**

Thank you for accepting Woolpert, Inc on May 18, 2022 to proceed with creating renderings for West Neck's three parcels of land. With the survey results always in mind, the Recreation Committee met with Woolpert's architects three times, discussed preliminary layouts and now have the final renderings to share with you.

I have asked General Manager George Davis, also a member of the Recreation Committee, to explain the renderings to you this evening. Earl Harper, also a member of the committee, will be present to answer additional questions.

In conclusion, the Recreation Committee wants to move forward with developing the steps ultimately leading to outdoor recreational activities in West Neck. The Committee feels orienting the community and prioritizing the project are its next steps. It is the hope of the Committee for West Neck to continue to grow as an attractive, active-adult community.

Respectfully yours,

Frances D. Rayburn

Recreation Committee Chair





PRELIMINARY NOT FOR CONSTRUCTION

WEST NECK VILLAGE - AREA 01

2580 SIGNATURE DR,  
VIRGINIA BEACH VA 23456







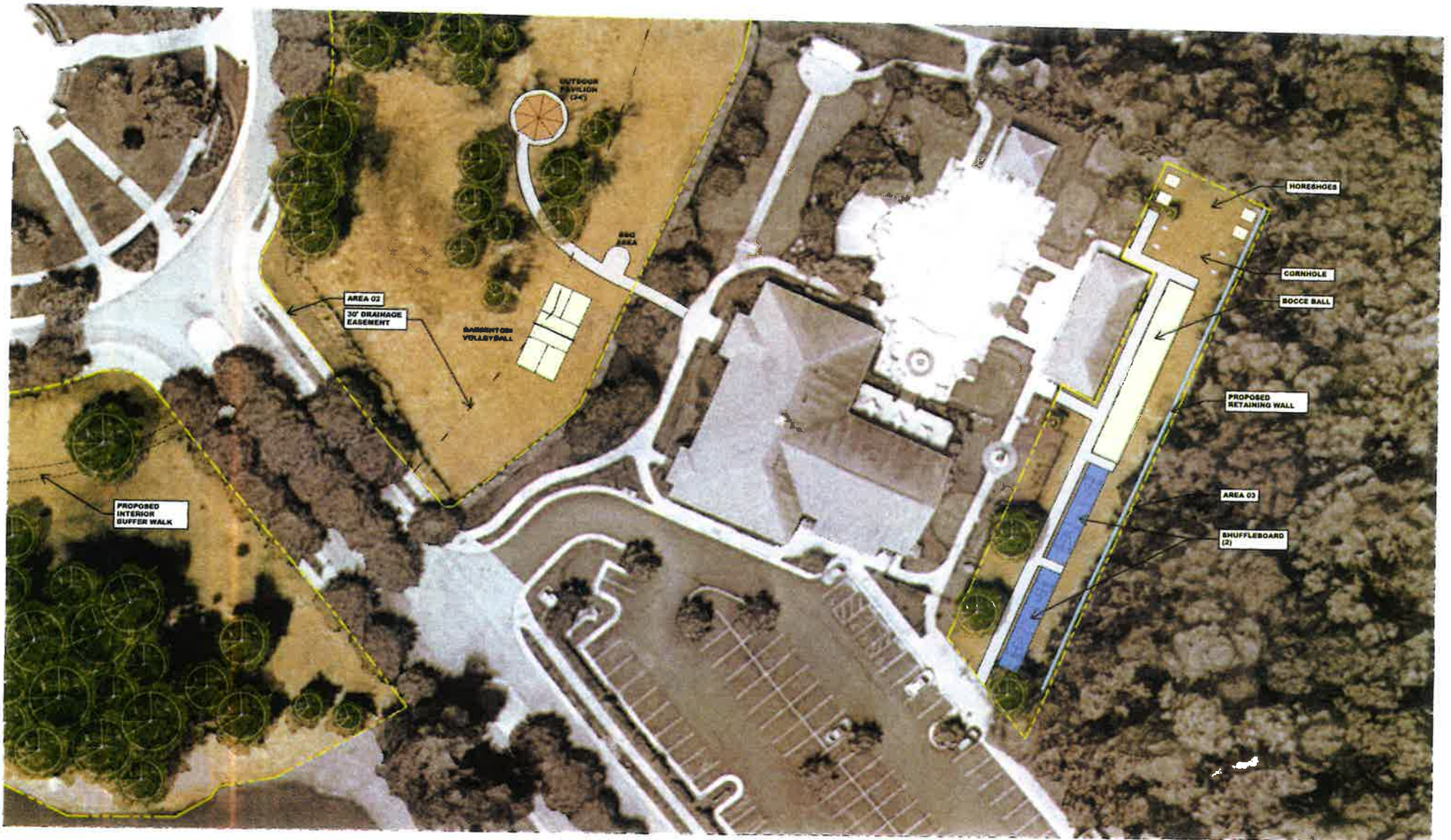
PRELIMINARY NOT FOR CONSTRUCTION

WEST NECK VILLAGE - AREA 02

2580 SIGNATURE DR,  
VIRGINIA BEACH VA 23456







PRELIMINARY NOT FOR CONSTRUCTION

WEST NECK VILLAGE - AREA 03

2580 SIGNATURE DR,  
VIRGINIA BEACH VA 23456



## Brett Campbell

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**From:** Connie Milne <cicimilne@yahoo.com>  
**Sent:** Friday, July 22, 2022 3:18 PM  
**To:** Brett Campbell  
**Cc:** Chuck McKinney; Connie Milne  
**Subject:** Board Mtg: Monument Landscape Proposal  
**Attachments:** Proposal\_Monument\_JR\_Arthur Park.pdf; Proposal\_Monument\_JR\_Blue Lake.pdf; Proposal\_Monument\_JR\_Carrollton.pdf; Proposal\_Monument\_JR\_Emerson Spring.pdf; Proposal\_Monument\_JR\_Grove.pdf; Proposal\_Monument\_JR\_Main Wing.pdf; Proposal\_Monument\_JR\_Rear Entry.pdf; Proposal\_monument\_JR\_Rosecrest.pdf; Proposal\_Monument\_JR\_VH.pdf; Proposal\_Monuments\_USL.pdf

**Caution:** [EXTERNAL EMAIL] This email originated from outside the company.

Brett,

Attached are two sets of proposals from US Lawns and James River for landscape redesign of all of our monument areas to include all village entry monuments (including the large Rosecrest monument), the Village Hall, the Community Rear Entrance, and the two wing walls at the main entrance.

US Lawns submitted one proposal that encompasses all of these areas. James River broke down each area into separate proposals.

The Landscape Committee unanimously voted to recommend James River's proposals to the Board. Please add the Monument Landscape Redesign to the August Board Agenda. Each of these areas has empty beds and/or dead or diseased shrubs that require removal and replacement. The Committee's goal is to extend the landscape redesign to the traffic circle and main entrance once this first, more critical, phase is completed.

Please contact me if you should have questions.

Thank you,

Connie Milne  
703-728-8757





**JAMES RIVER**  
GROUNDS MANAGEMENT

516 S. Military Hwy | Virginia Beach, VA 23464  
Office

PROPOSAL

# 180138

DATE

7/7/2022

Customer

Location

Villages at West Neck  
2805 Energy Drive  
Virginia Beach, VA 23456

Description

Villages at West Neck

Arthur Park

6-28-2022

Scope of Work: Landscape around Sign

James River will provide the equipment, materials and labor to provide this landscape bed installation. We will remove old plants. **(EXCEPT ANNUALS SINCE THAT IS UNDER CONTRACT BY ANOTHER COMPANY)**. We will amend soil as needed with compost/topsoil mix. Install plants, grade and mulch bed where were worked. All debris created from installation will be loaded and hauled away for disposal.

**THIS DOES NOT INCLUDE IRRIGATION INSTALLATION OR REPAIRS THAT MAY OCCUR WHILE INSTALLING THIS PROJECT.**

MATERIALS:

Dwarf Yaupon #3 Can

Dwarf Paniculata Hydrangea #3 Can

Top Soil/Compost

Mulch



**JAMES RIVER**  
LANDSCAPE MANAGEMENT

516 S. Military Hwy | Virginia Beach, VA 23464  
Office

PROPOSAL

# 180138

DATE

7/7/2022







**JAMES RIVER**  
LANDSCAPES MANAGEMENT

516 S. Military Hwy | Virginia Beach, VA 23464  
Office

PROPOSAL

# 176956

DATE

6/3/2022

Customer

Location

Villages at West Neck  
2805 Energy Drive  
Virginia Beach, VA 23456

Description

Villages at West Neck

Carrollton Sign Bed

6-2-2022

Scope of Work: Landscape around Sign

James River will provide the equipment, materials and labor to provide this landscape bed installation. We will remove old plants. **(EXCEPT ANNUALS SINCE THAT IS UNDER CONTRACT BY ANOTHER COMPANY)**. We will amend soil as needed with compost/topsoil mix. Install plants, grade and mulch bed where were worked. All debris created from installation will be loaded and hauled away for disposal.

**THIS DOES NOT INCLUDE IRRIGATION INSTALLATION OR REPAIRS THAT MAY OCCUR WHILE INSTALLING THIS PROJECT.**

MATERIALS:

Dwarf Yaupon #3 Can

Dwarf Paniculata Hydrangea #3 Can

Top Soil/Compost

Mulch





**JAMES RIVER**  
GROUNDS MANAGEMENT

516 S. Military Hwy | Virginia Beach, VA 23464  
Office

PROPOSAL  
# 176956

DATE  
6/3/2022

GROVE is Displayed to show Layout.



Item

Total Price



516 S. Military Hwy I Virginia Beach, VA 23464  
Office

PROPOSAL

# 176956

DATE

6/3/2022

All Labor and Materials to complete the scope above. \$836.47

Subtotal \$836.47

Tax \$0.00

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Total \$836.47

Customer	Date	Contractor	Date
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**Terms and Conditions**

**Proposal Valid:** This proposal price is valid for 30 days. We reserve the right to adjust price after that time to reflected changes incost to perform the services.

**Payment Terms:** Payment due 30 days from completion. A late charge of one-and-a-half (1.5%) will be charged on all past due amounts.

**Concealed Conditions:** Concealed conditions, such as underground utilities, invisible fence, rock, debris, poor drainage situations, etc., not readily apparent at the time of providing the estimated Agreement Price quoted in this Agreement may cause us to incur additional costs, including without limitation additional materials and labor, which will be an extra charge (fixed price amount to be negotiated or on a time-and-material basis at our rates then in effect) over the Agreement Price.

**Special Provisions:**



516 S. Military Hwy | Virginia Beach, VA 23464  
Office

PROPOSAL  
# 176958  
DATE  
6/3/2022

Customer	Location
	Villages at West Neck 2805 Energy Drive Virginia Beach, VA 23456
Description	

Villages at West Neck  
Blue Lake Sign Bed  
6-2-2022

Scope of Work: Landscape around Sign

James River will provide the equipment, materials and labor to provide this landscape bed installation. We will remove old plants. (EXCEPT ANNUALS SINCE THAT IS UNDER CONTRACT BY ANOTHER COMPANY). We will amend soil as needed with compost/topsoil mix. Install plants, grade and mulch bed where were worked. All debris created from installation will be loaded and hauled away for disposal.

**THIS DOES NOT INCLUDE IRRIGATION INSTALLATION OR REPAIRS THAT MAY OCCUR WHILE INSTALLING THIS PROJECT.**

**MATERIALS:**

- Dwarf Yaupon #3 Can
- Dwarf Paniculata Hydrangea #3 Can
- Top Soil/Compost
- Mulch





**JAMES RIVER**  
LANDSCAPE MANAGEMENT

516 S. Military Hwy | Virginia Beach, VA 23464  
Office

PROPOSAL

# 176958

DATE

6/3/2022



Item

Total Price



516 S. Military Hwy | Virginia Beach, VA 23464  
Office

PROPOSAL  
# 176958  
DATE  
6/3/2022

All Labor and Materials to complete the scope above.	\$3,434.83
	Subtotal \$3,434.83
	Tax \$0.00
	Total \$3,434.83

Customer	Date	Contractor	Date
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**Terms and Conditions**

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**Payment Terms:** Payment due 30 days from completion. A late charge of one-and-a-half (1.5%) will be charged on all past due amounts.

**Concealed Conditions:** Concealed conditions, such as underground utilities, invisible fence, rock, debris, poor drainage situations, etc., not readily apparent at the time of providing the estimated Agreement Price quoted in this Agreement may cause us to incur additional costs, including without limitation additional materials and labor, which will be an extra charge (fixed price amount to be negotiated or on a time-and-material basis at our rates then in effect) over the Agreement Price.

**Special Provisions:**



516 S. Military Hwy | Virginia Beach, VA 23464  
Office

PROPOSAL

# 176962

DATE

6/3/2022

Customer

Location

Villages at West Neck  
2805 Energy Drive  
Virginia Beach, VA 23456

Description

Villages at West Neck

Grove Sign Bed

6-2-2022

Scope of Work: Landscape around Sign

James River will provide the equipment, materials and labor to provide this landscape bed installation. We will remove old plants. **(EXCEPT ANNUALS SINCE THAT IS UNDER CONTRACT BY ANOTHER COMPANY)**. We will amend soil as needed with compost/topsoil mix. Install plants, grade and mulch bed where were worked. All debris created from installation will be loaded and hauled away for disposal.

**THIS DOES NOT INCLUDE IRRIGATION INSTALLATION OR REPAIRS THAT MAY OCCUR WHILE INSTALLING THIS PROJECT.**

MATERIALS:

Dwarf Yaupon #3 Can

Dwarf Paniculata Hydrangea #3 Can

Top Soil/Compost

Mulch





**JAMES RIVER**  
GROUNDS MANAGEMENT

516 S. Military Hwy | Virginia Beach, VA 23464

Office

PROPOSAL

# 176962

DATE

6/3/2022



Item

Total Price



516 S. Military Hwy | Virginia Beach, VA 23464  
Office

PROPOSAL

# 176962

DATE

6/3/2022

All Labor and Materials to complete the scope above.		\$1,383.79
	Subtotal	\$1,383.79
	Tax	\$0.00
	Total	\$1,383.79

Customer	Date	Contractor	Date
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**Terms and Conditions**

**Proposal Valid:** This proposal price is valid for 30 days. We reserve the right to adjust price after that time to reflected changes incost to perform the services.

**Payment Terms:** Payment due 30 days from completion. A late charge of one-and-a-half (1.5%) will be charged on all past due amounts.

**Concealed Conditions:** Concealed conditions, such as underground utilities, invisible fence, rock, debris, poor drainage situations, etc., not readily apparent at the time of providing the estimated Agreement Price quoted in this Agreement may cause us to incur additional costs, including without limitation additional materials and labor, which will be an extra charge (fixed price amount to be negotiated or on a time-and-material basis at our rates then in effect) over the Agreement Price.

**Special Provisions:**





**JAMES RIVER**  
LANDSCAPE MANAGEMENT

516 S. Military Hwy | Virginia Beach, VA 23464  
Office

PROPOSAL

# 176964

DATE

6/2/2022

Customer

Location

Villages at West Neck  
2805 Energy Drive  
Virginia Beach, VA 23456

Description

Villages at West Neck

Emerson Spring Sign Bed

6-2-2022

Scope of Work: Landscape around Sign

James River will provide the equipment, materials and labor to provide this landscape bed installation. We will remove old plants. **(EXCEPT ANNUALS SINCE THAT IS UNDER CONTRACT BY ANOTHER COMPANY)**. We will amend soil as needed with compost/topsoil mix. Install plants, grade and mulch bed where were worked. All debris created from installation will be loaded and hauled away for disposal. This bed has a lot of tree roots, so planting will take longer.

**THIS DOES NOT INCLUDE IRRIGATION INSTALLATION OR REPAIRS THAT MAY OCCUR WHILE INSTALLING THIS PROJECT.**

MATERIALS:

Dwarf Yaupon #3 Can

Dwarf Paniculata Hydrangea #3 Can

Camellia Sasanqua Spreading Variety #3 Can



**JAMES RIVER**  
GROUNDS MANAGEMENT

516 S. Military Hwy | Virginia Beach, VA 23464

Office:

PROPOSAL

# 176964

DATE

6/2/2022

Top Soil/Compost

Mulch





516 S. Military Hwy | Virginia Beach, VA 23464  
Office

PROPOSAL

# 176964

DATE

6/2/2022

Item	Total Price
All Labor and Materials to complete the scope above.	\$3,734.45
	Subtotal
	\$3,734.45
	Tax
	\$0.00
	Total
	\$3,734.45

Customer	Date	Contractor	Date
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**Terms and Conditions**

**Proposal Valid:** This proposal price is valid for 30 days. We reserve the right to adjust price after that time to reflected changes incost to perform the services.

**Payment Terms:** Payment due 30 days from completion. A late charge of one-and-a-half (1.5%) will be charged on all past due amounts.

**Concealed Conditions:** Concealed conditions, such as underground utilities, invisible fence, rock, debris, poor drainage situations, etc., not readily apparent at the time of providing the estimated Agreement Price quoted in this Agreement may cause us to incur additional costs, including without limitation additional materials and labor, which will be an extra charge (fixed price amount to be negotiated or on a time-and-material basis at our rates then in effect) over the Agreement Price.

**Special Provisions:**



516 S. Military Hwy | Virginia Beach, VA 23464  
Office

PROPOSAL

# 180135

DATE

7/7/2022

Customer

Location

Villages at West Neck  
2805 Energy Drive  
Virginia Beach, VA 23456

Description

Villages at West Neck

Rosecrest Sign Bed

6-28-2022

Scope of Work: Landscape Rosecrest Sign Landscape Bed.

James River will provide the equipment, materials and labor to provide this landscape bed installation. We will reduce the size of the bed and convert those areas to sod.

We will remove old plants. We will amend soil as needed with compost/topsoil mix. Install plants, grade and mulch bed where were worked. All debris created from installation will be loaded and hauled away for disposal.

**THIS DOES NOT INCLUDE IRRIGATION INSTALLATION OR REPAIRS THAT MAY OCCUR WHILE INSTALLING THIS PROJECT.**

MATERIALS:

Camellia japonica #7 Can

Bowwood Wintergreen #3 Can

Dwarf Yaupon #3 Can





**JAMES RIVER**  
GROUNDS MANAGEMENT

516 S. Military Hwy | Virginia Beach, VA 23464  
Office

PROPOSAL

# 180135

DATE

7/7/2022

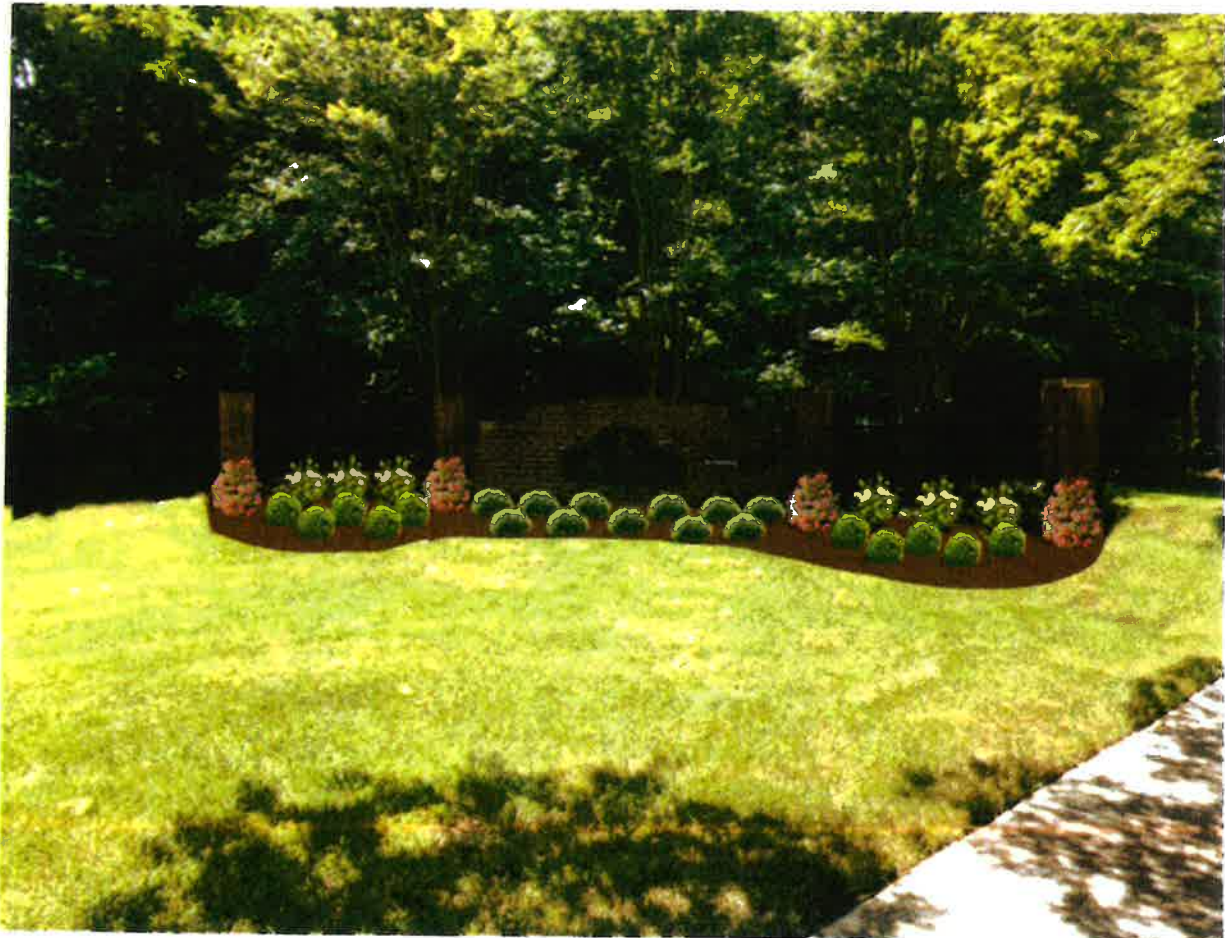
Oakleaf Hydrangea or Dwarf Paniculata Hydrangea #3 Can

Top Soil/Compost

Mulch

Fescue Sod

Bed will be reduced in size and depth, sod will be laid and new plants installed.





516 S. Military Hwy | Virginia Beach, VA 23464  
Office

PROPOSAL

# 180135

DATE

7/7/2022

Item	Total Price
All Labor and Materials to complete the scope above.	\$3,989.78
	Subtotal
	\$3,989.78
	Tax
	\$0.00
	Total
	\$3,989.78

Customer	Date	Contractor	Date

**Terms and Conditions**

**Proposal Valid:** This proposal price is valid for 30 days. We reserve the right to adjust price after that time to reflected changes incost to perform the services.

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**Special Provisions:**



**JAMES RIVER**  
 GROUNDS MANAGEMENT

516 S. Military Hwy | Virginia Beach, VA 23464  
 Office

PROPOSAL

# 180123

DATE

7/7/2022

Customer Location

Villages at West Neck  
 2805 Energy Drive  
 Virginia Beach, VA 23456

Description

Villages at West Neck

FRONT ENTRANCE WALL BED BOTH SIDE

REVISED 6-28-2022

6-28-2022

Scope of Work: Landscape ALONG Brick wall both side of Entrance.

James River will provide the equipment, materials and labor to provide this landscape bed installation. We will remove old plants. We will amend soil as needed with compost/topsoil mix. Install plants, grade and mulch bed where were worked. All debris created from installation will be loaded and hauled away for disposal.

**THIS DOES NOT INCLUDE IRRIGATION INSTALLATION OR REPAIRS THAT MAY OCCUR WHILE INSTALLING THIS PROJECT.**

MATERIALS:

Camellia japonica #7 Can

Bowwood Wintergreen #3 Can

Dwarf Yaupon #3 Can

Oakleaf Hydrangea or Dwarf Paniculata Hydrangea #3 Can





516 S. Military Hwy | Virginia Beach, VA 23464  
Office

PROPOSAL

# 180123

DATE

7/7/2022

Top Soil/Compost

Mulch

WE will plant both side the same.







**JAMES RIVER**  
GROUNDS MANAGEMENT

516 S. Military Hwy | Virginia Beach, VA 23464  
Office

PROPOSAL

# 180123

DATE

7/7/2022

Item	Total Price
All Labor and Materials to complete the scope above.	\$4,909.25
	Subtotal \$4,909.25
	Tax \$0.00
	Total \$4,909.25

Customer	Date	Contractor	Date
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**Terms and Conditions**

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**Payment Terms:** Payment due 30 days from completion. A late charge of one-and-a-half (1.5%) will be charged on all past due amounts.

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**Special Provisions:**



516 S. Military Hwy | Virginia Beach, VA 23464  
Office

PROPOSAL  
# 180130  
DATE  
7/7/2022

Customer	Location
	Villages at West Neck 2805 Energy Drive Virginia Beach, VA 23456
Description	

Villages at West Neck  
West Neck Rear Entrance Sign Bed  
Revision 6-29-2022  
6-28-2022

Scope of Work: Landscape around Sign

James River will provide the equipment, materials and labor to provide this landscape bed installation. We will remove old plants. We will amend soil as needed with compost/topsoil mix. Install plants, grade and mulch bed where were worked. All debris created from installation will be loaded and hauled away for disposal.

**THIS DOES NOT INCLUDE IRRIGATION INSTALLATION OR REPAIRS THAT MAY OCCUR WHILE INSTALLING THIS PROJECT.**

- MATERIALS:
- Camellia japonica #7 Can
  - Boxwood Wintergreen #3 Can
  - Liriope #1 Can



516 S. Military Hwy | Virginia Beach, VA 23464  
Office

PROPOSAL

# 180130

DATE

7/7/2022

Top Soil/Compost

Mulch





516 S. Military Hwy I Virginia Beach, VA 23464  
Office

PROPOSAL

# 180130

DATE

7/7/2022

Item	Total Price
All Labor and Materials to complete the scope above.	\$2,225.40
	Subtotal \$2,225.40
	Tax \$0.00
	Total \$2,225.40

Customer \_\_\_\_\_ Date \_\_\_\_\_ Contractor \_\_\_\_\_ Date \_\_\_\_\_

**Terms and Conditions**

**Proposal Valid:** This proposal price is valid for 30 days. We reserve the right to adjust price after that time to reflected changes incost to perform the services.

**Payment Terms:** Payment due 30 days from completion. A late charge of one-and-a-half (1.5%) will be charged on all past due amounts.

**Concealed Conditions:** Concealed conditions, such as underground utilities, invisible fence, rock, debris, poor drainage situations, etc., not readily apparent at the time of providing the estimated Agreement Price quoted in this Agreement may cause us to incur additional costs, including without limitation additional materials and labor, which will be an extra charge (fixed price amount to be negotiated or on a time-and-material basis at our rates then in effect) over the Agreement Price.

**Special Provisions:**



516 S. Military Hwy | Virginia Beach, VA 23464  
Office

PROPOSAL

# 176951

DATE

6/2/2022

Customer

Location

Villages at West Neck  
2805 Energy Drive  
Virginia Beach, VA 23456

Description

Villages at West Neck

Village Hall Sign Bed

6-2-2022

Scope of Work: Landscape around Sign

James River will provide the equipment, materials and labor to provide this landscape bed installation. We will amend soil as needed with compost/topsoil mix. Install plants, grade and mulch bed where were worked. All debris created from installation will be loaded and hauled away for disposal.

**THIS DOES NOT INCLUDE IRRIGATION INSTALLATION OR REPAIRS THAT MAY OCCUR WHILE INSTALLING THIS PROJECT.**

MATERIALS:

Dwarf Yaupon #3 Can

Catmint #1 Can

Top Soil/Compost

Mulch





**JAMES RIVER**  
GROUNDS MANAGEMENT

516 S. Military Hwy | Virginia Beach, VA 23464  
Office:

PROPOSAL

# 176951

DATE

6/2/2022



Item	Total Price
All Labor and Materials to complete the scope above.	\$928.74
	Subtotal \$928.74
	Tax \$0.00
	<b>Total \$928.74</b>

Customer \_\_\_\_\_

Date \_\_\_\_\_

Contractor \_\_\_\_\_

Date \_\_\_\_\_

**Terms and Conditions**



516 S. Military Hwy | Virginia Beach, VA 23464

Office

PROPOSAL

# 176951

DATE

6/2/2022

**Proposal Valid:** This proposal price is valid for 30 days. We reserve the right to adjust price after that time to reflected changes incost to perform the services.

**Payment Terms:** Payment due 30 days from completion. A late charge of one-and-a-half (1.5%) will be charged on all past due amounts.

**Concealed Conditions:** Concealed conditions, such as underground utilities, invisible fence, rock, debris, poor drainage situations, etc., not readily apparent at the time of providing the estimated Agreement Price quoted in this Agreement may cause us to incur additional costs, including without limitation additional materials and labor, which will be an extra charge (fixed price amount to be negotiated or on a time-and-material basis at our rates then in effect) over the Agreement Price.

**Special Provisions:**





## Brett Campbell

---

**From:** Connie Milne <cicimilne@yahoo.com>  
**Sent:** Friday, July 15, 2022 3:17 PM  
**To:** Brett Campbell  
**Cc:** Chuck McKinney; Connie Milne  
**Subject:** Fountain Proposals\_August Board Agenda  
**Attachments:** Proposal\_Fountain\_Aquatic\_Left.xlsx; Proposal\_Fountain\_Aquatic\_Right.xlsx; Proposal\_Fountain\_Aquatic\_Rosecrest.xlsx; Proposal\_Fountain\_Solitude\_Bundled.pdf; Proposal\_Fountain\_Solitude\_Pond 1 Right.pdf; Proposal\_Fountain\_Solitude\_Pond 2 Left.pdf; Proposal\_Fountain\_Solitude\_Pond 3 Rosecrest.pdf; Fountain Proposals Analysis\_V2.pdf

[EXTERNAL EMAIL] This email originated from outside of Associa.

Brett,

The Landscape Committee would like to add an agenda item for the August Board Meeting. The topic is the purchase and installation of three pond fountains. The fountains would be located in the three ponds that we own and manage, two at the main entrance of the community (right and left of entrance) and at the back of the property behind Rosecrest. All three would be lit with white LED lighting.

We received proposals from Aquatic and Solitude with very similar pricing. The Committee has met with both vendors, has thoroughly reviewed features, and has voted unanimously to select Solitude for the installations.

Attached are the proposals from both vendors. Please note that Solitude has a separate bundled proposal for the 3 fountains which would be the recommended option for the Board's review and vote. Also attached is our feature/cost analysis for both vendors should the Board find it helpful.

Thank you for adding this to the August agenda. Please let us know if you have questions.

Thank you,

Connie Milne  
703-728-8757

# Aquatic Resource Management, Inc.

P O Box 8426 • Virginia Beach, VA 23450  
(800) 761-1715 Fax: (757) 340-6520

## *Fountain Quote*

**West Neck HOA**

*To install at Left Entry Pond off West Neck Road  
Va. Beach*

Attn: Connie Milne

**Date** 6/14/2022  
**Terms** 50/50

**Quote #** WN-LE1-0622

Location	Description	Tax	\$ Each	Qty.	\$ Extended
<b><u>1hp Biscayne - Left Entry Pond</u></b>					
AMBIS	1hp Biscayne, 230/1/60	T	\$6,392.00	1	\$6,392.00
CBL	Pump Cable, SOW124100	T	\$650.00	1	\$650.00
ANC	New Anchor Set	T	\$250.00	1	\$250.00
TRCH	Trench / Conduit: PCC to Shoreline	NT	\$300.00	1	\$300.00
PED	Control Panel Pedestal	T	\$300.00	1	\$300.00
SVC	Service Cable: from MB to Pedestal	T	\$1,200.00	1	\$1,200.00
<i><b>LED Light Set is Stainless Steel &amp; <u>Brilliant White Light</u></b></i>					
LED	4 Light, ACILED, 36 Watt, 18*2	T	\$2,200.00	1	\$2,200.00
CBL	Light Cable SJO143100	T	\$360.00	1	\$360.00
<b>NOTES:</b> * Conduit exists from Main Breaker to Pedestal Location. * Conduit must be uncovered to pass under road.					
<i>Fountain Unit comes with a Manufacturers Parts Warranty of <u>5 Years</u> Light Set Fixtures carry a Factory Parts Warranty of 3 Year Pricing is valid for 45 days TAX has been included in pricing</i>			<b>Sub Total</b>	\$11,652.00	
			<b>Install</b>	\$1,900.00	
			<b>Frft</b>	\$350.00	
			<b>ARM Loyalty Discount</b>	(\$450.00)	
			<b>TOTAL</b>	<b>\$13,452.00</b>	

**By:** Steve Weekly  
Lake Management Division

Inquiries ( 757 ) 375-9086

# Aquatic Resource Management, Inc.

P O Box 8426 • Virginia Beach, VA 23450  
(800) 761-1715 Fax: (757) 340-6520

## Fountain Quote

**West Neck HOA**  
*To install at Right Entry Pond off West Neck Road  
Va. Beach*

Attn: Connie Milne

**Date** 6/14/2022  
**Terms** 50/50

**Quote #** WN-RE3-0622

Location	Description	Tax	\$ Each	Qty.	\$ Extended
<b><u>3hp Crystal Geyser - Right Entry Pond</u></b>					
AMCG	3.5hp Crystal Geyser, 230/1/60	T	\$7,900.00	1	\$7,900.00
CBL	Pump Cable, SOW104125	T	\$995.00	1	\$995.00
ANC	New Anchor Set	T	\$250.00	1	\$250.00
TRCH	Trench / Conduit: pedestal to shoreline	NT	\$300.00	1	\$300.00
<i>LED Light Set is Stainless Steel &amp; <u>brilliant White</u> in color.</i>					
LED	4 Light, ACILED, 36 Watt, 18*2	T	\$2,200.00	1	\$2,200.00
Cable	Light Cable SJO143125	T	\$450.00	1	\$450.00
 <b>NOTES:</b>					
* Owner has supplied site electricity to power fountains & Irrigation.					
* Nozzle spray height is 19 feet.					
* Trench line is from Existing Fountain Pedestal to Pond Shoreline					

<p style="text-align: center;"><i>Fountain Unit comes with a Manufacturers Parts Warranty of <u>5 Years</u></i> <i>Light Set Fixtures carry a Factory Parts Warranty of 3 Year</i> <i>Pricing is valid for 45 days</i> <b>TAX has been included in pricing</b></p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: right;"><b>Sub Total</b></td> <td style="text-align: right;">\$12,095.00</td> </tr> <tr> <td style="text-align: right;"><b>Install</b></td> <td style="text-align: right;">\$800.00</td> </tr> <tr> <td style="text-align: right;"><b>Frt</b></td> <td style="text-align: right;">\$350.00</td> </tr> <tr> <td style="text-align: right;"><b>ARM Loyalty Discount</b></td> <td style="text-align: right;">(\$450.00)</td> </tr> <tr> <td style="text-align: right;"><b>TOTAL</b></td> <td style="text-align: right;"><b>\$12,795.00</b></td> </tr> </table>	<b>Sub Total</b>	\$12,095.00	<b>Install</b>	\$800.00	<b>Frt</b>	\$350.00	<b>ARM Loyalty Discount</b>	(\$450.00)	<b>TOTAL</b>	<b>\$12,795.00</b>
<b>Sub Total</b>	\$12,095.00										
<b>Install</b>	\$800.00										
<b>Frt</b>	\$350.00										
<b>ARM Loyalty Discount</b>	(\$450.00)										
<b>TOTAL</b>	<b>\$12,795.00</b>										

**By:** Steve Weekly  
Lake Management Division

Inquiries ( 757 ) 375-9086

# Aquatic Resource Management, Inc.

P O Box 8426 • Virginia Beach, VA 23450  
(800) 761-1715 Fax: (757) 340-6520

## *Fountain Quote*

**West Neck HOA**

*To install at pond near 3028 Cadence Way  
Va. Beach*

Attn: Chuck McKinney & Brett Campbell

**Date** 6/14/2022  
**Terms** 50/50

**Quote #** WN-CW-0622

Location	Description	Tax	\$ Each	Qty.	\$ Extended
<b><u>2hp Crystal Geyser - Cadence Way</u></b>					
AMCG	2hp Crystal Geyser, 230/1/60	T	\$6,875.00	1	\$6,875.00
CBL	Pump Cable, SOW124175	T	\$1,050.00	1	\$1,050.00
TRC	Trench from Meter Base to Shoreline	T	\$750.00	1	\$750.00
ANC	New Anchor Set	T	\$250.00	1	\$250.00
<i>LED Light Set is Stainless Steel &amp; <u>brilliant White</u> in color.</i>					
LED	2 Light ACILED, 36 Watt, 18*2	T	\$1,200.00	1	\$1,200.00
Cable	Light Cable SJO143175	T	\$525.00	1	\$525.00
<b>NOTES:</b>					
* Owner has supplied site electricity to power a fountain.					
* Nozzle spray hight is 17 feet.					
* Controller mounted on Pedestal at Meter Base					
* Pedestal is ~ 55 feet from the shoreline.					
* Fountain Cable shall be in conduit from panel to shoreline.					
<b>Fountain Unit comes with a Manufacturers Parts Warranty of 5 Years</b> <b>Light Set Fixtures carry a Factory Parts Warranty of 1 Year</b> <i>Pricing is valid for 45 days</i> <b>TAX has been included in pricing</b>					<b>Sub Total</b> \$10,650.00 <b>Labor</b> \$800.00 <b>Frnt</b> \$330.00 <b>ARM Loyalty Discount</b> (\$450.00) <b>TOTAL</b> \$11,330.00

**By:** Steve Weekly  
Lake Management Division

Inquiries (757) 375-9086

## **SERVICES CONTRACT**

CUSTOMER NAME: The Villages of West Neck

SUBMITTED TO: Brett Campbell/Chuck McKinney

CONTRACT DATE: July 6, 2022

SUBMITTED BY: Kimberly Niesel

SERVICES: Fountain Installation for Ponds #1 (Right Entry), #2 (Left Entry), and #3 (Rosecrest) and required electrical service on Pond #1 and Pond #2.

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The fee for the Services is **\$29,232.00**. The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services.

The fee for the **OPTIONAL** Lighting Installation is **\$6,200.00**. The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services.

For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.





3. TERM AND EXPIRATION. This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own

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direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

13. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

VILLAGES OF WEST NECK

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Initial to approve **Optional** Lighting Installation: \_\_\_\_\_

**Please Remit All Payments to:**

**1320 Brookwood Drive Suite H  
Little Rock AR 72202**

**Customer's Address for Notice Purposes:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please Mail All Contracts to:**

**2844 Crusader Circle, Suite 450  
Virginia Beach, VA 23453**

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**SCHEDULE A - SERVICES**

Fountain Installation:

1. Company will install the following floating surface aerators:

**Pond #1: 1 AquaMaster Masters Series 3.5 HP (240V/1PH)\*\***

Includes: Crystal Geyser Nozzle  
Standard Stainless Steel Intake Debris Screen  
**150 ft.** of underwater power cable  
Underwater Oil Cooled motor w/ Thermal Protection  
Control Panel (UL Listed / NEMA Rated)  
GFCI Protection Breaker  
Control Breaker  
Motor Starter / Contactor  
Motor Overload Protection Assembly  
Digital Timer\*  
Control Fuse Protection  
Motor Start & Run Capacitors  
All labor and parts necessary for proper installation\*\*\*

**Pond #2: 1 AquaMaster Masters Series 1 HP (240V/1PH)\*\***

Includes: Lakewood Nozzle  
Standard Stainless Steel Intake Debris Screen  
**125 ft.** of underwater power cable  
Underwater Oil Cooled motor w/ Thermal Protection  
Control Panel (UL Listed / NEMA Rated)  
GFCI Protection Breaker  
Control Breaker  
Motor Starter / Contactor  
Motor Overload Protection Assembly  
Digital Timer\*  
Control Fuse Protection  
Motor Start & Run Capacitors  
All labor and parts necessary for proper installation\*\*\*

**Pond #3: 1 AquaMaster Masters Series 2 HP (240V/1PH)\*\***

Includes: Valhalla Nozzle  
Standard Stainless Steel Intake Debris Screen  
**175 ft.** of underwater power cable  
Underwater Oil Cooled motor w/ Thermal Protection

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Control Panel (UL Listed / NEMA Rated)  
GFCI Protection Breaker  
Control Breaker  
Motor Starter / Contactor  
Motor Overload Protection Assembly  
Digital Timer\*  
Control Fuse Protection  
Motor Start & Run Capacitors  
All labor and parts necessary for proper installation\*\*\*

*\*Digital timer includes battery backup, etc. so as to eliminate the need for service calls and adjustments that occur as a result of power outages, sunrise and sunset time changes, daylight savings time, and more.*

*LED power indicator  
LCD screen display  
Lithium battery for memory backup  
Three-way operation manual  
Digital Electronics time switch  
One touch, multi-functional keys*

*\*\*Customer must provide a properly sized power source for the amp load and voltage requirement of the units specified above, and a suitable structure adjacent to the power source to which the control panel will be mounted. Single-phase 120V units will require a 1-pole breaker for fountain control panel electrical connection and must be configured with 2 wire (1 hot + 1 neutral) and 1 ground wire. Single-phase 208/240V units will require a 2-pole breaker for fountain control panel electrical connection and must be configured with 3 wire (2 hots + 1 neutral) and 1 ground wire for fountain control panel connection. SOLitude Lake Management® is not responsible for electrical permits or inspections that might be required if new electrical service is ordered. Permits and inspections are the sole responsibility of the customer and the customer's electrician who is responsible for providing the necessary electrical service as described above.*

*\*\*\*The cost for installation is based on the assumption that power is available within 20 feet of the pond, and that no obstacles exist between the power source and the pond (i.e., concrete/asphalt walkways, retaining walls, utilities, landscaped areas, trees).*

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Electrical Service: (required for installation)

1. Contractor will install new wire approximately 300' from Pond #1 (Right Entry) to pond #2 (Left Entry) utilizing existing conduit. Contractor assumes the existing conduit is unobstructed and a new wire can be installed in the conduit. If any conduit has to be replaced, additional fees will be required. Contractor also assumes that power at Pond #1 is sufficient for power requirements at Pond #2. No provisions are included in this proposal for any voltage drops. If a booster is required, there will be additional fees.
2. Contractor will install new pipe and wire to complete the distance to the pond where existing conduit stops. This will not exceed 25'. If additional pipe and wire is required, additional fees will be required.
3. Contractor will install a new backboard for fountain equipment.
4. Contractor assumes that all power is in working condition.
5. Disturbance to grass and other landscaping is required to accomplish the requested scope of work. Every effort will be made to minimize damage; however, final restoration of grass and landscaping will be the responsibility of the Association. Additionally, repair of any future settling that may occur as a result of digging is the responsibility of the Association.
6. Utility locating is required to accomplish the requested scope of work. Contractor will coordinate with "Miss Utility" to mark all public utilities. The Association will be responsible for marking all private utilities. Repair of any damage done to unmarked or poorly marked utilities is the responsibility of the Association.

**OPTIONAL:** Lighting Installation:

1. Floating Fountains will include an Underwater **LED** Lighting Package:

**Pond #1:** Includes: **4** Underwater **LED** Lights (35 Watt) - Warm White  
Lighting Controls mounted in the Fountain Control Panel  
GFCI Protection Breaker  
Control Breaker  
Automatic Digital Timer\*  
Control Fuse Protection  
**150 ft.** of underwater power cable  
All labor and parts necessary for proper installation

**Pond #2:** Includes: **2** Underwater **LED** Lights (35 Watt)- Warm White  
Lighting Controls mounted in the Fountain Control Panel  
GFCI Protection Breaker  
Control Breaker  
Automatic Digital Timer\*

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Control Fuse Protection  
**125 ft.** of underwater power cable  
All labor and parts necessary for proper installation

**Pond #3:** Includes: **2 Underwater LED Lights (35 Watt) - Warm White**  
Lighting Controls mounted in the Fountain Control Panel  
GFCI Protection Breaker  
Control Breaker  
Automatic Digital Timer\*  
Control Fuse Protection  
**175 ft.** of underwater power cable  
All labor and parts necessary for proper installation

Warranty:

1. Company warrants that all installation work will be done in a safe and professional manner.
2. Manufacturer warrants ½ HP fountains for three (3) years, with upgraded panel five (5) years, 1-5 HP fountains for five (5) years, and 7-25 HP fountains for four (4) years from the date of installation against any defects in materials and workmanship.
3. Manufacturer warrants light sets for three (3) years from the date of installation against any defects in materials and workmanship.
4. Manufacturer warrants all other components for three (3) years from the date of installation against any defects in materials and workmanship.
5. Company warrants all labor and parts necessary for installation of the fountain aeration system for a period of one (1) year from the date of installation.
6. The manufacturer's warranty and the SÖLitude Lake Management® warranty will be voided if:
  - a. Any person not specifically authorized by the manufacturer and by SÖLitude Lake Management® performs any service, repair, or other work to the fountain aeration system.
  - b. The fountain aeration system is used in any manner inconsistent with its intended use or in any manner that is not in accordance with the manufacturer's instructions.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.

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2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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## SERVICES CONTRACT

CUSTOMER NAME: The Villages of West Neck  
SUBMITTED TO: Brett Campbell/Chuck McKinney  
CONTRACT DATE: July 6, 2022  
SUBMITTED BY: Kimberly Niesel  
SERVICES: Fountain Installation for Pond #1 (Right Entry)

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. PAYMENT TERMS. The fee for the Services is **\$9,324.00**. The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services.

The fee for the **OPTIONAL** Lighting Installation is **\$2,906.00**. The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services.

For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

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3. TERM AND EXPIRATION. This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

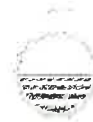
Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own

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direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

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8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

13. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

VILLAGES OF WEST NECK

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Initial to approve **Optional** Lighting Installation: \_\_\_\_\_

**Please Remit All Payments to:**

**Customer's Address for Notice Purposes:**

**1320 Brookwood Drive Suite H  
Little Rock AR 72202**

\_\_\_\_\_

**Please Mail All Contracts to:**

\_\_\_\_\_

**2844 Crusader Circle, Suite 450  
Virginia Beach, VA 23453**

\_\_\_\_\_

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## **SCHEDULE A - SERVICES**

### Fountain Installation:

1. Company will install the following floating surface aerator:
  - 1 AquaMaster Masters Series 3.5 HP (240V/1PH)\*\***
    - Includes: Crystal Geyser Nozzle
    - Standard Stainless Steel Intake Debris Screen
    - 150 ft.** of underwater power cable
    - Underwater Oil Cooled motor w/ Thermal Protection
    - Control Panel (UL Listed / NEMA Rated)
      - GFCI Protection Breaker
      - Control Breaker
      - Motor Starter / Contactor
      - Motor Overload Protection Assembly
      - Digital Timer\*
      - Control Fuse Protection
      - Motor Start & Run Capacitors
    - All labor and parts necessary for proper installation\*\*\*

*\*Digital timer includes battery backup, etc. so as to eliminate the need for service calls and adjustments that occur as a result of power outages, sunrise and sunset time changes, daylight savings time, and more.*

*LED power indicator  
LCD screen display  
Lithium battery for memory backup  
Three-way operation manual  
Digital Electronics time switch  
One touch, multi-functional keys*

*\*\*Customer must provide a properly sized power source for the amp load and voltage requirement of the units specified above, and a suitable structure adjacent to the power source to which the control panel will be mounted. Single-phase 120V units will require a 1-pole breaker for fountain control panel electrical connection and must be configured with 2 wire (1 hot + 1 neutral) and 1 ground wire. Single-phase 208/240V units will require a 2-pole breaker for fountain control panel electrical connection and must be configured with 3 wire (2 hots + 1 neutral) and 1 ground wire for fountain control panel connection. SOLitude Lake Management® is not responsible for electrical permits or inspections that might be required if new*

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*electrical service is ordered. Permits and inspections are the sole responsibility of the customer and the customer's electrician who is responsible for providing the necessary electrical service as described above.*

*\*\*\*The cost for installation is based on the assumption that power is available within 20 feet of the pond, and that no obstacles exist between the power source and the pond (i.e., concrete/asphalt walkways, retaining walls, utilities, landscaped areas, trees).*

**OPTIONAL:** Lighting Installation:

1. Floating Fountain will include an Underwater **LED** Lighting Package  
Includes:
  - 4** Underwater **LED** Lights (35 Watt) - Warm White
  - Lighting Controls mounted in the Fountain Control Panel
  - GFCI Protection Breaker
  - Control Breaker
  - Automatic Digital Timer\*
  - Control Fuse Protection
  - 150 ft.** of underwater power cableAll labor and parts necessary for proper installation

Warranty:

1. Company warrants that all installation work will be done in a safe and professional manner.
2. Manufacturer warrants ½ HP fountains for three (3) years, with upgraded panel five (5) years, 1-5 HP fountains for five (5) years, and 7-25 HP fountains for four (4) years from the date of installation against any defects in materials and workmanship.
3. Manufacturer warrants light sets for three (3) years from the date of installation against any defects in materials and workmanship.
4. Manufacturer warrants all other components for three (3) years from the date of installation against any defects in materials and workmanship.
5. Company warrants all labor and parts necessary for installation of the fountain aeration system for a period of one (1) year from the date of installation.
6. The manufacturer's warranty and the SÖLitude Lake Management® warranty will be voided if:
  - a. Any person not specifically authorized by the manufacturer and by SÖLitude Lake Management® performs any service, repair, or other work to the fountain aeration system.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SÖLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SÖLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



- b. The fountain aeration system is used in any manner inconsistent with its intended use or in any manner that is not in accordance with the manufacturer's instructions.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



## **SERVICES CONTRACT**

CUSTOMER NAME: The Villages of West Neck

SUBMITTED TO: Brett Campbell/Chuck McKinney

CONTRACT DATE: July 6, 2022

SUBMITTED BY: Kimberly Niesel

SERVICES: Fountain Installation for Pond #2 (Left Entry) and electrical work required.

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The fee for the Services is **\$13,434.00**. The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services.

The fee for the **OPTIONAL** Lighting Installation is **\$1,598.00**. The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services.

For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



3. TERM AND EXPIRATION. This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own

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direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

13. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

VILLAGES OF WEST NECK

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Initial to approve **Optional** Lighting Installation: \_\_\_\_\_

**Please Remit All Payments to:**

**Customer's Address for Notice Purposes:**

**1320 Brookwood Drive Suite H  
Little Rock AR 72202**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please Mail All Contracts to:**

**2844 Crusader Circle, Suite 450  
Virginia Beach, VA 23453**

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



## **SCHEDULE A - SERVICES**

### Fountain Installation:

1. Company will install the following floating surface aerator:

- 1 AquaMaster Masters Series 1 HP (240V/1PH)\*\***

Includes: Lakewood Nozzle  
Standard Stainless Steel Intake Debris Screen  
**125 ft.** of underwater power cable  
Underwater Oil Cooled motor w/ Thermal Protection  
Control Panel (UL Listed / NEMA Rated)  
GFCI Protection Breaker  
Control Breaker  
Motor Starter / Contactor  
Motor Overload Protection Assembly  
Digital Timer\*  
Control Fuse Protection  
Motor Start & Run Capacitors  
All labor and parts necessary for proper installation\*\*\*

*\*Digital timer includes battery backup, etc. so as to eliminate the need for service calls and adjustments that occur as a result of power outages, sunrise and sunset time changes, daylight savings time, and more.*

*LED power indicator  
LCD screen display  
Lithium battery for memory backup  
Three-way operation manual  
Digital Electronics time switch  
One touch, multi-functional keys*

*\*\*Customer must provide a properly sized power source for the amp load and voltage requirement of the units specified above, and a suitable structure adjacent to the power source to which the control panel will be mounted. Single-phase 120V units will require a 1-pole breaker for fountain control panel electrical connection and must be configured with 2 wire (1 hot + 1 neutral) and 1 ground wire. Single-phase 208/240V units will require a 2-pole breaker for fountain control panel electrical connection and must be configured with 3 wire (2 hots + 1 neutral) and 1 ground wire for fountain control panel connection. SOLitude Lake Management® is not responsible for electrical permits or inspections that might be required if new electrical service is ordered. Permits and inspections are the sole responsibility of the*

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*customer and the customer's electrician who is responsible for providing the necessary electrical service as described above.*

*\*\*\*The cost for installation is based on the assumption that power is available within 20 feet of the pond, and that no obstacles exist between the power source and the pond (i.e., concrete/asphalt walkways, retaining walls, utilities, landscaped areas, trees).*

**Electrical Service:** (required for installation)

1. Contractor will install new wire approximately 300' from Pond #1 (Right Entry) to pond #2 (Left Entry) utilizing existing conduit. Contractor assumes the existing conduit is unobstructed and a new wire can be installed in the conduit. If any conduit has to be replaced, additional fees will be required. Contractor also assumes that power at Pond #1 is sufficient for power requirements at Pond #2. No provisions are included in this proposal for any voltage drops. If a booster is required, there will be additional fees.
2. Contractor will install new pipe and wire to complete the distance to the pond where existing conduit stops. This will not exceed 25'. If additional pipe and wire is required, additional fees will be required.
3. Contractor will install a new backboard for fountain equipment.
4. Contractor assumes that all power is in working condition.
5. Disturbance to grass and other landscaping is required to accomplish the requested scope of work. Every effort will be made to minimize damage; however, final restoration of grass and landscaping will be the responsibility of the Association. Additionally, repair of any future settling that may occur as a result of digging is the responsibility of the Association.
6. Utility locating is required to accomplish the requested scope of work. Contractor will coordinate with "Miss Utility" to mark all public utilities. The Association will be responsible for marking all private utilities. Repair of any damage done to unmarked or poorly marked utilities is the responsibility of the Association.

**OPTIONAL: Lighting Installation:**

1. Floating Fountain will include an Underwater **LED** Lighting Package  
Includes:           **2** Underwater **LED** Lights (35 Watt) - Warm White  
                          Lighting Controls mounted in the Fountain Control Panel  
                          GFCI Protection Breaker/Control Breaker  
                          Automatic Digital Timer\*  
                          Control Fuse Protection  
                          **125 ft.** of underwater power cable  
                          All labor and parts necessary for proper installation

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Warranty:

1. Company warrants that all installation work will be done in a safe and professional manner.
2. Manufacturer warrants ½ HP fountains for three (3) years, with upgraded panel five (5) years, 1-5 HP fountains for five (5) years, and 7-25 HP fountains for four (4) years from the date of installation against any defects in materials and workmanship.
3. Manufacturer warrants light sets for three (3) years from the date of installation against any defects in materials and workmanship.
4. Manufacturer warrants all other components for three (3) years from the date of installation against any defects in materials and workmanship.
5. Company warrants all labor and parts necessary for installation of the fountain aeration system for a period of one (1) year from the date of installation.
6. The manufacturer's warranty and the SÖLitude Lake Management® warranty will be voided if:
  - a. Any person not specifically authorized by the manufacturer and by SÖLitude Lake Management® performs any service, repair, or other work to the fountain aeration system.
  - b. The fountain aeration system is used in any manner inconsistent with its intended use or in any manner that is not in accordance with the manufacturer's instructions.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.

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5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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## SERVICES CONTRACT

CUSTOMER NAME: The Villages of West Neck  
SUBMITTED TO: Brett Campbell/Chuck McKinney  
CONTRACT DATE: July 6, 2022  
SUBMITTED BY: Kimberly Niesel  
SERVICES: Fountain Installation for Pond #3 (Rosecrest)

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. PAYMENT TERMS. The fee for the Services is **\$8,804.00**. The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services.

The fee for the **OPTIONAL** Lighting Installation is **\$1,696.00**. The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services.

For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

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3. TERM AND EXPIRATION. This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own

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direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

13. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

VILLAGES OF WEST NECK

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Initial to approve **Optional** Lighting Installation: \_\_\_\_\_

**Please Remit All Payments to:**

**1320 Brookwood Drive Suite H  
Little Rock AR 72202**

**Customer's Address for Notice Purposes:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please Mail All Contracts to:**

**2844 Crusader Circle, Suite 450  
Virginia Beach, VA 23453**

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



**SCHEDULE A - SERVICES**

Fountain Installation:

1. Company will install the following floating surface aerator:

**1 AquaMaster Masters Series 2 HP (240V/1PH)\*\***

Includes: Valhalla Nozzle  
Standard Stainless Steel Intake Debris Screen  
**175 ft.** of underwater power cable  
Underwater Oil Cooled motor w/ Thermal Protection  
Control Panel (UL Listed / NEMA Rated)  
GFCI Protection Breaker  
Control Breaker  
Motor Starter / Contactor  
Motor Overload Protection Assembly  
Digital Timer\*  
Control Fuse Protection  
Motor Start & Run Capacitors  
All labor and parts necessary for proper installation\*\*\*

*\*Digital timer includes battery backup, etc. so as to eliminate the need for service calls and adjustments that occur as a result of power outages, sunrise and sunset time changes, daylight savings time, and more.*

*LED power indicator  
LCD screen display  
Lithium battery for memory backup  
Three-way operation manual  
Digital Electronics time switch  
One touch, multi-functional keys*

*\*\*Customer must provide a properly sized power source for the amp load and voltage requirement of the units specified above, and a suitable structure adjacent to the power source to which the control panel will be mounted. Single-phase 120V units will require a 1-pole breaker for fountain control panel electrical connection and must be configured with 2 wire (1 hot + 1 neutral) and 1 ground wire. Single-phase 208/240V units will require a 2-pole breaker for fountain control panel electrical connection and must be configured with 3 wire (2 hots + 1 neutral) and 1 ground wire for fountain control panel connection. SOLitude Lake Management® is not responsible for electrical permits or inspections that might be required if new electrical service is ordered. Permits and inspections are the sole responsibility of the*

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*customer and the customer's electrician who is responsible for providing the necessary electrical service as described above.*

*\*\*\*The cost for installation is based on the assumption that power is available within 20 feet of the pond, and that no obstacles exist between the power source and the pond (i.e., concrete/asphalt walkways, retaining walls, utilities, landscaped areas, trees).*

**OPTIONAL: Lighting Installation:**

1. Floating Fountain will include an Underwater **LED** Lighting Package  
Includes:           **2** Underwater **LED** Lights (35 Watt) - Warm White  
                          Lighting Controls mounted in the Fountain Control Panel  
                          GFCI Protection Breaker  
                          Control Breaker  
                          Automatic Digital Timer\*  
                          Control Fuse Protection  
                          **175 ft.** of underwater power cable  
                          All labor and parts necessary for proper installation

Warranty:

1. Company warrants that all installation work will be done in a safe and professional manner.
2. Manufacturer warrants ½ HP fountains for three (3) years, with upgraded panel five (5) years, 1-5 HP fountains for five (5) years, and 7-25 HP fountains for four (4) years from the date of installation against any defects in materials and workmanship.
3. Manufacturer warrants light sets for three (3) years from the date of installation against any defects in materials and workmanship.
4. Manufacturer warrants all other components for three (3) years from the date of installation against any defects in materials and workmanship.
5. Company warrants all labor and parts necessary for installation of the fountain aeration system for a period of one (1) year from the date of installation.
6. The manufacturer's warranty and the SŌLitude Lake Management® warranty will be voided if:
  - a. Any person not specifically authorized by the manufacturer and by SŌLitude Lake Management® performs any service, repair, or other work to the fountain aeration system.
  - b. The fountain aeration system is used in any manner inconsistent with its intended use or in any manner that is not in accordance with the manufacturer's instructions.

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General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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## Brett Campbell

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**From:** Connie Milne <cicimilne@yahoo.com>  
**Sent:** Friday, July 15, 2022 3:33 PM  
**To:** Brett Campbell  
**Cc:** Chuck McKinney; Connie Milne  
**Subject:** RFP for 2023 Landscape Maintenance  
**Attachments:** RFP\_Landscape Maintenance 2023.docx

[EXTERNAL EMAIL] This email originated from outside of Associa.

Brett,

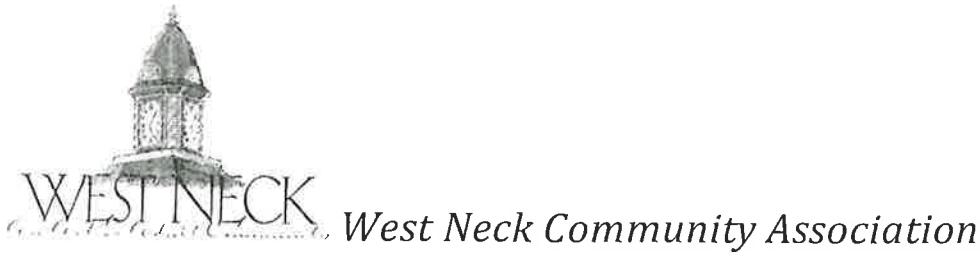
Attached is an updated RFP to be distributed to landscape contractors for the contract period beginning January 1, 2023. The Committee requests that the RFP be distributed in late August and that all proposals are due no later than October 1, 2022.

Further, the Committee requests that the RFP be issue to US Lawns, James River Landscaping, and Nansemond Lawn and Landscape. Additional recipients are at your discretion (BrightView, Basnight, etc.).

Please let us know if you have questions.

Thank you,

Connie Milne  
703-728-8757



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Requested proposal for landscape maintenance services from West Neck Community Association, known as the Villages at West Neck.

### **LOCATION**

West Neck is an age restricted planned community consisting of eight Villages featuring a mix of single-family dwellings and two separate condominium Villages. The condominiums operate independently under their own guidelines but are vested in common areas owned by West Neck Community Association, Inc. The Villages at West Neck community is located off West Neck Road approximately one mile East of North Landing Road in the City of Virginia Beach. The rear entrance is located at the end of West Neck Parkway.

West Neck Community Association, Inc., hereafter known as the Association, is managed by Community Group, Inc., located at 4534 Bonney Road, Virginia Beach, VA 23462. Brett Campbell is the Account Manager. All proposals should be submitted to Mr. Campbell. The Landscaping Liaison to the Board of Directors (Chuck McKinney) 757-291-1214 will be available to tour the site and answer any questions prior to submission of your proposal.

### **SCOPE**

Proposals shall include all labor, materials, equipment, supplies, and services necessary to provide complete and continuous maintenance of all shrubs, ground covers, lawns, common areas and all other work as specified below under Scope of Work. The contractor will provide all tasks in a timely manner as specified in the contract, in a professional and skillful manner.

## **1.0 RESPONSIBILITY SPECIFICATIONS**

### **1.1 PERFORMANCE STANDARDS**

The following performance standards shall apply:

The landscaping liaison to the Associations Board of Directors is the primary point of contact for all matters. Residents do not have authority to direct landscaping crews.

- All service shall take place between 7:00 A.M. and 7:00 P.M. Monday through Friday except in case of inclement weather or storm cleanup. If necessary, work may be performed on Saturday between 8:00 A.M. and 5:00 P.M.

- All employees shall be attired in designated company uniforms readily identifiable to residents (during all seasons).
- No music equipment without earphones will be permitted during service.
- Employees will show courtesy and respect for the residents and their property.
- A monthly report of services rendered and any notes, observations or recommendations shall be provided in writing to the landscaping liaison no later than the fifth day of the following month.
- **Work shall be completed within the timeframes noted within the proposed contract with the exception of severe weather events and or other natural disasters.** If scheduled work remains incomplete the Association will provide written notification to the vendor. Subsequently, **if work remains incomplete the Association may withhold a portion of the monthly contractual obligation until complete.**

## 1.2 LABOR & MATERIALS

- The Contractor agrees to furnish all labor, machinery, fertilizer, seed, etc., which are necessary to perform the ground maintenance and support in accordance with these specifications.
- All machines will be of such type as to cause no hazard or danger reasonably foreseeable.
- All materials will be of such type and quality as to do the prescribed job without damage to existing desirable vegetation.
- All personnel will be properly trained and licensed, if required, and conduct work in a professional manner with minimal disturbance to the contracting party.
- If any of the Contractor's personnel fail to carry out the prescribed work in a courteous and professional manner in the judgment of the Association, the Contractor will remove any such personnel and replace them with satisfactory personnel.

## 1.3 GENERAL CONDITIONS

- The Contractor shall provide to the Association proof of Workers Compensation Insurance and Liability in the amount of \$1,000,000. The Association and the Property Management will be named as additional insured parties.
- The Association or its representative will have the right at all times to examine the supplies, materials and equipment used by the Contractor to do any act or task that is governed by the contract.
- The contractor will make every effort to ensure all activities, services, and personnel are conducted in a safe manner. OSHA rules and requirements as well as state and local safety laws pertaining to this contract and operations of maintenance will be in effect and enforced.
- All equipment, as well as products will be operated and used in accordance with the manufacturers recommendations.
- All permits required by the city of Virginia Beach to conduct landscaping installation and maintenance are the responsibility of the contractor.
- If any chemicals are to be used they will be applied in strict accordance with the applicable Virginia state requirements.
- Appropriate signage must be visible to residents regarding use of chemicals.

- Submission of a bid on this contract implies the Contractor is familiar with the site. No extra charges will be allowed for failure to examine the site.
- Appropriate licensing documents will be submitted with the proposal.
- Landscaping services will not be sub-contracted without prior consent of the Association.
- Payment will be made in twelve equal monthly installments, after receipt of invoice.

#### **1.4 PERIOD OF CONTRACT**

This contract will be a two-year contract, commencing on January 1, 2023 with automatic renewal unless either party submits in writing intent to terminate the contract. Written intent shall be submitted sixty- days prior to the anniversary date of this contract. The Contractor shall notify the Association not later than the last day of August annually of the projected contract price adjustment, if any due to inflation.

#### **1.5 CONTRACT OVERSIGHT**

- A Crew Leader will be onsite with work crews during all work periods.
- A weekly service report will be provide detailing completed work and contractual tasks to be completed during the next visit.
- A Supervisor will be onsite weekly to evaluate the condition of the property. Exceptions, issues, and recommendations for improvement will be reported to the designated Association contacts(s).
- The Supervisor shall provide the Association a projected list of work or projects to be completed in a particular month by the end of the preceding month.
- Account Management will meet with the Association representatives on a monthly basis to review open issues, requests and status of upcoming contracted work over the next calendar month.

### **2.0 SCOPE OF WORK**

#### **2.1 DEFINITION OF AREA TO BE MAINTAINED**

The Common Areas of the Association to be maintained consist of:

- The area immediately in front of and to the North of the Gatehouse
- The land and flowerbeds adjacent to both sides of the entrance to West Neck off West Neck Road.
- The area immediately behind the walls of the entrance to the East and West of Signature Drive up to the natural tree line to the South.
- The median strip dividing the lanes of Signature Drive. The turf area on either side of Signature Drive between the street and sidewalk, where present, up to the natural tree line. This includes the grass and flower beds immediately in front and to the North of the wall located in the median just South of the Gatehouse in front of The Signature sign



- The wooded area to the South of the collection pond and to the North including the Village Hall and it's surrounding property and from Signature Drive to the property line to the West.
- The entire area known as The Village Commons (inside the traffic circle).
- The area between the street and sidewalks on all sides of the Village Commons.
- The land on either side of Wilderness Trail, from the street to the sidewalk, to the entrance of Indian River Plantation.
- The land between the street and sidewalk on either side of Legendary Drive.
- Association land on Wilderness Trail and Signature Drive from the sidewalk to the end of community property.
- The land between the street and sidewalk on the South side of Cadence Way up to the end of the Crepe Myrtles past the entrance to Rosecrest to the West, and to the East to the North side of the cart path between holes 11 and 12 of The Signature golf course.
- The land between the street and sidewalk on the North and East side of Cadence Way to the entrance of Rosecrest to the West and to the North edge of the cart path between holes 11 and 12 to the East. The South side of the cart path between holes 11 and 12 marks the entrance to Wordsworth.
- The area around the Monuments marking the entrance to Arthur Parke, Blue Lake, Carrollton, Emerson Spring, The Grove and Rosecrest.
- The lawn and bed area around the stormwater retention pond in Rosecrest off Cadence Way all the way around and up to the street and property lines.
- The median and right of way of both sides of West Neck Parkway from the entrance of Court House Estates on the north to the intersection of Cadence Way on the south.
- The area on both sides of Signature Drive to the Village Hall on the north and to the area connecting to the south of Nestlebrook Drive.
- The lot between the Village Hall and Legendary Drive and Browning Drive.
- The Village Hall property including the areas surrounding the gated pool area.

### 3.0 BASIC MAINTENANCE SPECIFICATIONS

**Note: Four community pet waste cans will be emptied once a week. Contractor will provide the trash bags.**

#### 3.1 MOWING

- **Obstacles to mowing such as litter and debris (branches, trash, pinecones, etc.) will be collected and removed prior to mowing. Trash that is inadvertently shredded by mowers will be raked and removed. All litter will be secured in plastic bags and removed from the site for proper disposal.**
- Mowing will occur Weekly beginning March 1 until November 30, except as noted below.
- Mowing will occur monthly or when requested beginning December 1 until March 1, maintaining a neat, clean appearance.
- All grass will be maintained at 3" in height from October 31 to June 30. From July 1 to September 30 the grass shall be maintained at 3 1/2". Mower heights will be measured on a flat, paved surface. Mower blades must be sharp.
- All grassy areas will be mowed up to the boundaries outlined above. The storm water

holding pond in Rosecrest off Cadence shall be mowed down to the no mow buffer zone and up to the natural boundaries on the North, East and West. (Buffer zone to be maintained at a 6-10 inch height and 1 foot from water's edge of the pond.

- Care will be taken to prevent contact with the base of any trees planted in the areas to be maintained. The contractor will be responsible for any damage incurred during mowing.

### 3.2 TRIMMING AND EDGING

- A vertical edge trimmer that produces a vertical cut will be used.
- All sidewalks and curbs shall be edged at each mowing. A distinct edge will be produced around the mulched areas surrounding all trees or other shrubbery planted in the areas outlined above. An area 2 inches will separate the grass from the mulch.
- Line trim around all obstacles where turf areas are too tight for mowers.
- The contractor is responsible for damage incurred by the Contractor to tree trunks, sidewalks, curbing or any utility amenity. A report of damage will be submitted to the landscaping liaison in writing promptly upon the discovery of any damage.
- All knock out roses planted along the entrance walls and in the median or around the Monuments marking the entrances to the Villages will be pruned in January and after the first bloom in June. Roses planted around Village monuments shall be no higher than 36" to ensure they do not block driver visibility entering or leaving any Village.
- All ornamental plantings in Association Common Areas will be neatly cut back prior to new growth each year. This shall be done between January 15 and March 15 each year.
- Shrubs will be shaped and trimmed from March through October during weekly service as needed to maintain a well kept appearance
- Wax Myrtles on Village Hall property line between Signature Drive and Browning Drive shall be pruned to maintain a fence type appearance.
- All debris from edging will be blown off all sidewalks and curbs, properly contained and removed from the property immediately.

### 3.3 PLANTINGS

- Those flower beds containing annuals will be renewed twice yearly at the end of the summer growing period, approximately October 31 and the beginning of the summer growing period approximately May 1.
- Annual plantings will be located at the main entrance, rear entrance, Town Center traffic circle, Village Hall monument, and at the entrance to each Village. At the main entrance annual plantings will extend to the end of the landscaped area.
- Proposals should include quantity of plantings and planting schedule.
- **Dead or dying trees, shrubbery or plantings will be removed immediately upon observation of the problem. Contact the Landscape Liaison for approval prior to purchase of replacement materials.**
- All Association plant beds will be kept free of weeds.

### 3.4 LEAF AND DEBRIS COLLECTION

- Between October and March leaves will be collected, contained properly and removed

from the Common Areas as frequently as needed to maintain the Common Areas in a neat and clean condition.

- Leaves will be collected and removed from all medians, grassy areas that are mowed, flower beds and around trees. Leaves will be properly contained and disposed of immediately.
- All sidewalks or curb areas where debris has collected from leaf removal shall be blown off as part of the collection process.
- **All plant debris, fallen limbs, pinecones and litter will be properly contained and removed from all Community property at the time of each service.**
- During the Winter months, from November 1 through March 1, debris will be picked up on all streets and sidewalks. Sidewalks will be cleared of all debris to allow for safe usage.
- **Debris falling in the Common Areas of the Association, sidewalks, or streets, as a result of normal or severe thunderstorm activity or high wind event shall be promptly cleared by the contractor when it is safe to do so. This service will be included in the proposal.**

### 3.5 MULCHING

- Dyed-walnut hardwood mulch will be applied annually to all flower beds along the entrance walls, the flower bed immediately South of the Gate House, all flower beds in the "Village Hall and Village Commons", all plantings in the median areas of the Village Monuments at the entrance to each Village, and around all trees and shrubs planted in the Association and Village Hall common areas.
- An area extending five feet from the turf line into all natural areas that are outlined above in the Definition of Area to be Maintained will be mulched. For Example, along the forested area at the main entrance. Pine straw is authorized for this requirement.

### 3.6 WEED CONTROL

- All Community property identified in the Scope will be kept weed free.
- A schedule of treatments will be included in proposals.
- A pre-emergence treatment to control crab grass will be applied to all grassy Common Areas within the Association during the second or third week of March annually.
- Broadleaf weeds will be treated on a case-by-case basis with the appropriate herbicide throughout the growing season and prior to the initial fertilization of all grass.

### 3.7 FERTILIZATION, AERATION AND SEEDING

- Proposals shall include a fertilization and aeration/seeding schedule.
- Standard aeration and seeding procedures shall apply. Seed shall be a tall fescue.
- Contractor will examine all turf areas on a continuous basis. Turf damage and/or weeds shall be addressed promptly.
- Use of chemicals within the community will be visible to residents at the time of application through appropriate signage.

- Completed and upcoming chemical treatments shall be included in the weekly service report and monthly management review.

### 3.8 PESTICIDE AND DISEASE CONTROL

Throughout the growing season the Contractor shall inspect periodically, no less than once per month, for the presence of infestations of turf pests or fungus. If discovered, The Contractor will apply the appropriate disease control.

### 3.9 WEATHER/CATASTROPIC DAMAGE

- In the event of weather-related damage to landscaping or trees in the Common Areas, the Contractor shall promptly clear all areas of debris such as fallen trees or limbs. In the case of catastrophic damage such as a hurricane or tornado, clean up will commence as soon as it is safe to do so. Particular attention shall be paid to opening transportation corridor's as soon as possible to allow emergency vehicles access to the Community.
- Debris falling in the Common Areas of the Association, or on curbs or streets, as a result of normal or severe thunderstorm activity or high wind event shall be promptly cleared by the contractor when it is safe to do so. This service will be included in the proposal.

### 4.0 LIABILITY

The Contractor shall provide evidence of the appropriate bonding of employees to protect against theft or damage of personal property of the residents of West Neck Association, Inc., or damage of the Common Areas of the Association. The Association shall be held harmless for any liability, damage, injury or death caused by negligence on the part of any employee of the Contractor.

This document constitutes the complete Request for Proposal to provide landscaping and turf management services to the West Neck Community Association, Inc. Completed proposal shall be submitted to Mr. Brett Campbell, Community Property Manager, Community Group, Inc. 4534 Bonney Road, Virginia Beach, VA 23462. Questions may be addressed to Mr. Campbell at (757) 499- 2200 extension 211. **All proposals shall be submitted no later than October 1, 2022. Please submit, with your proposal, references of homeowner associations' officers you are currently, or have recently, done business with.**

**Any changes to the scope and/or requirements will require a change order, in writing, authorized by both parties.**