

SPRINGFIELD STATION HOMEOWNERS' ASSOCIATION
 BOARD OF DIRECTOR'S QUARTERLY MEETING
 23 JANUARY 2020
 MINUTES OF MEETING ** APPROVED **

CALL TO ORDER

This quarterly meeting of the Springfield Station Homeowners Association (SSHOA) Board of Directors (BoD) meeting was called to order at 7:10 pm in the Hunt Valley Elementary School (HVES) meeting room 121.

ATTENDANCE

SSHOA Board Members present: Stephen Buckner, President; Dan Germain, Secretary; and at-large members: John Giuliani, Vicky Johnson, and Jon Carlo Trujillo

The following Board Members were not in attendance:

Geoff Ballou, Treasure; Manny Pablo

The following Board Member was not physically in attendance but whenever the SSHOA meets her spirit will be there, Donna McCraith, Vice President. Donna passed away on December 25, 2019.

BOARD OF DIRECTORS DIRECTORY	2020 Milestones and Key Dates
Ballou, Geoffrey - geoffreyballou@gmail.com Buckner, Stephen stephen.l.buckner@gmail.com Carlo, Jon - joncarlo.t@gmail.com John Giuliani - jngiuliani@cox.net Germain, Dan – djgermain@gmail.com Johnson, Vicky - mcinjohn@cox.net Pablo, Manny - FredPablo@cox.net board@springfieldstationhoa.org Sends to the entire board.	Q1 Board Meeting: 8 January 20120 Q2 Board Meeting: 14 April 2020 Q3 Board Meeting: 8 July 2020 Q4 Board Meeting: 14 October 2020 (tbc)* Annual General Membership Meeting: 24 September 2020 (tbc)* Annual Dues letter mailed to homeowners: 30 April 2020 - 7 May 2020 Spring Cleanup: Saturday 16 May 2020: 8:00 am – 11:00 am Deadline for payment of annual dues: 31 May 2020

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APPROVAL OF MINUTES

Minutes of the 9 October 2019 were sent via email for correct and approval.

SPECIAL BUSINESS

Vice Presidency Vacancy

Donna McCraith, Vice President passed away on December 25, 2019.

The Board has approved and directed our president to send a message of sympathy and gratitude to the McCraith family.

Motion: Moved by Stephen Buckner and seconded by Dan Germain, "Board grants of expenditure in an amount no more than \$200 to be spent on a gift basket, as Stephen sees fit." The motion carried with all in favor.

Vice President- John Giuliani has stepped forward and will serve as Vice President the remainder of the term. The election was approved by all board members.

Other Duties and Responsibilities

The following duties and responsibilities have been redistributed accordingly. As part of this transition each individual is responsible for documenting all information and procedures for continuity. (**Owner: Secretary, Dan Germain**)

- 1) Membership Records (Owner: Dan Germain)
 - a) Create electronic document of members names. **Owner: Dan Germain**
- 2) Annual Dues Process (Owner: Dan Germain)
 - a) Letters - Generating letters and mailing in May
 - b) Provide checklist to Stephen and Geoff for the tracking of dues received.
 - c) Follow letters to be sent to delinquent members.
Owner: Dan Germain, with Vicki's help stuffing envelopes and mailing.
- 3) Disclosure Packet (Owner: Dan Germain)
- 4) Welcome Letter to New Homeowners (Owner: Dan Germain)

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- 5) SSHOA Insurance (Vicky Johnson)
Nationwide Mutual Insurance Co. (Harvey Insurance Agency)
Cost: \$1400 annual
Policy Period: May 15, 2019 - May 15, 2020

- 6) State Registration
 - a) SSHOA is an LLC and as such:
 - i) Registered agent - change to Dan Germain, Secretary
 - ii) Annual Fees
 - iii) Filing of annual report with the state

- 7) Premium Lawn (Owner: Geoff Ballou)

- 8) Meeting Logistics (Owner: Vicky Johnson)
Scheduling with Fairfax County School for meeting space at Hunt Valley.

REGULAR BUSINESS

1) Gazebo - repairs

Motion: Moved by Stephen Buckner and seconded by John Guiliani, "Approve the proposal Sohn Home Improvement, email dated Sep 24, 2019, for repairs to the Gazebo at the neighborhood entrance on the corner of Arley and Sydenstricker at a cost of \$2,800. " The motion carried with all in favor.

The full proposal (an all alternative proposals received and reviewed, are included in *Appendix A: Gazebo*.

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2) Basketball & Tennis Court Common Grounds

DEMARR Engineering made a site visit and presented the following proposal:

Rough Grading Plan Proposal
Proposal #: 19073.01
Map # 0893 06 A
Tennis Courts in front of 8733 Arley Drive
Springfield, VA 22153

The proposal (attached to these minutes) was sent to the board in October, 2019. The board has reviewed and discussed.

Motion: Moved by Stephen Buckner and seconded by Dan Germain, "Approve the DeMarr "Rough Grading Plan Proposal" dated Tuesday, October 15, 2019, with a total cost of \$10,690. Authorize the payment of 25% (\$ 2,672.50) retainer/deposit as required upon contract signature." The motion carried with all in favor.

The full proposal is included with these minutes in *Appendix B:Basketball & Tennis Court Common Grounds: Rough Grading Plan Proposal*

→ For reference the membership passed the following motion at the Annual General Membership Meeting on September 26, 2019:

"The board is authorized to spend \$75,000 -\$90,000 (including necessary fees, permits) on Plan A. If the costs exceed \$90,000 a special general membership meeting will be convened to discuss the project and a special assessment or increase in dues."

NEW BUSINESS

1. Board will consider a more permanent remembrance of Donna, maybe rose garden of remembrance sign at the tennis courts, at a later date.
2. Playground - Memorial plaque is in bad condition. Plan to address at neighborhood cleanup in May.

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ADJOURNMENT

It was moved that the meeting be adjourned, and this was agreed upon at 8:46 pm.

Respectfully submitted,

Dan Germain

Secretary

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Appendix: A

Gazebo

SELECTED PROPOSAL

PROPOSAL A: SOHN HOME IMPROVEMENT

Email from Stephen buckner <stephen.l.buckner@gmail.com> Tue, Sep 24, 2019, 5:31 PM:

Below is a \$2,800 es. mate by Sohn Home Improvement for replacing the gazebo roof at the front entrance of the neighborhood. Sohn has done window and roof replacements in the neighborhood and in the community for the last 30 years. The board should look at the 4 estimates on the table and discuss moving forward with the repairs at the meeting in October.

----- Forwarded message -----

From: Jung Sohn <sohnhomeimp@gmail.com>
Date: Mon, Sep 23, 2019 at 5:37 PM
Subject: octagon
To: <Stephen.l.buckner@gmail.com>

- @ cedar shake shingles 2.800
- @ Used Starter all around
- @ Ice shield eave
- @ removed one lay shakes
- @ used 2300 Caulking
- @ cover bush
- @ Clean the job sites with magnet
- @ 7 years warranty for workmanship
- @ used Diamond deck special underlayment (lifetime)

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Appendix: A (continued)

Gazebo

ALTERNATIVE PROPOSALS CONSIDERED

Proposal B - PSG General Contractors



Dan Germain <djgermain@gmail.com>

Fwd: Proposal for Gazebo Work

1 message

dmccraith dmccraith <dmccraith@cox.net>
Reply-To: dmccraith dmccraith <dmccraith@cox.net>
To: board@springfieldstationhoa.org

Tue, Oct 15, 2019 at 12:15 PM

----- Original Message -----

From: dmccraith dmccraith <dmccraith@cox.net>
To: stephen.l.buckner@gmail.com
Date: October 15, 2019 at 8:02 AM
Subject: Fwd: Proposal for Gazebo Work

----- Original Message -----

From: Patrick Mazie <patrick.mazie1@gmail.com>
To: "Buckner, Stephen" <slbuckner@verizon.net>, "Carlo, Jon" <joncarlo.t@gmail.com>, Mazzei Patrick <p.mazzei@cardinalmanagementgroup.com>, "McCraith, Donna" <dmccraith@cox.net>, gt ballou <geoffreyballou@gmail.com>, "John.Giuliani@nrl.navy.mil" <john.giuliani@nrl.navy.mil>
Date: May 12, 2019 at 5:00 PM
Subject: Fwd: Proposal for Gazebo Work

I met with my Senior VP at the Gazebo and we shared some thoughts and ideas. His opinion is that the roof slope is too shallow for asphalt shingles and that a tin roof (color of choice) would be a better option. The tin would last 30-40 years and would need no maintenance. He did present a price for the roof replacement both ways.

He also suggested that the exterior be wrapped with white PVC board to illuminate all future maintenance. This would include ALL the exposed wood with the exception of the underside of the roof (supporting truss).

See their proposal attached. As i said at the meeting, i will recuse myself from any vote as it would present a conflict of interest.

For your consideration...

I will be out of town on business travel beginning tomorrow for the week. If you have any questions, shoot me an email. Thanks

Patrick

----- Forwarded message -----

From: **Patrick Mazzei** <p.mazzei@cardinalmanagementgroup.com>
Date: Sun, May 12, 2019 at 4:49 PM
Subject: Fwd: Proposal for Gazebo Work
To: patrick.mazie1@gmail.com <patrick.mazie1@gmail.com>

Forward to the Board.

Best Regards,
Patrick
Sent from my iPad
Please ignore typos and grammar errors

Begin forwarded message:

From: Aileen <Aileen@psgva.com>
Date: May 9, 2019 at 12:06:35 PM EDT
To: Patrick Mazzei <p.mazzei@cardinalmanagementgroup.com>
Cc: Jason Cabbage <jasoncabbage@psgva.com>
Subject: Proposal for Gazebo Work

Good Afternoon Patrick,

Attached, please find the proposal you requested for the gazebo work. I have attached a picture of the roof panel.

Regards,

Aileen Plotnicki

Operations Administrator

Property **Service** Group, Inc.(PSG)

5900 Prince James Drive

Springfield, VA 22152

Office: (703) 644-7744

Fax: (703) 992-0274

aileen@psgva.com

www.psgva.com

4 attachments

 **Mazzei, Patrick, Gazebo Work.docx**
44K

 **Gazebo Roof Panel.pdf**
45K

 **ATT00002.htm**
1K



January 23, 2020

Proposal

To: Patrick Mazzei
Cardinal Management Group, Inc.
4330 Prince William Parkway, Suite 201
Woodbridge, VA 22192

Re: **Gazebo Work, Applecross Lane, Springfield, VA 22153:**

Project Identification:

PSG will provide services and labor required to perform the work outlined in the Project Specifications.

Project Specifications:

This proposal is estimated in accordance with the specifications provided and our inspection of the subject property at Applecross Lane, Springfield, VA 22153.

Option 1:

3 tab shingles (not recommended because roof pitch is too flat): **\$1,500.00**

Option 2:

Metal roofing (picture included) – color to be determined: **\$2,250.00**

Trim out all exposed wood fascia posts and sill plates with maintenance free PVC (White) to prevent further decay of existing wood, and limit any maintenance for years to come: **\$2,500.00**

Note: Roof truss and bottom side of roof plywood will remain burgundy color that is currently there unless directed otherwise.

General Specifications:

- Project Manager will coordinate a start date and work schedule acceptable with Client and PSG.
- This proposal is valid for 30 days.

Payment Schedule:

50% deposit is required to schedule this project. Payment is due Net 30 days of invoice. If payments are not made accordingly the customer will be responsible for a \$25 late penalty and any legal fees or other costs that may be incurred by PSG in its effort to make collection. **ALL** work is priced to be performed during normal working hours (Monday through Friday, 8:00 am- 4:00 pm) unless otherwise noted. In the event that PSG encounters on the job site lead-based paint or any - other hazardous materials and about which PSG has not been notified in writing prior to entering into the Agreement with the Owner, PSG shall immediately stop work and shall not be responsible for the testing, removal, disposal, or rendering harmless of such material. The Owner agrees to hold PSG harmless as to any liability resulting from such material in the event that PSG has not been notified as aforesaid. Additional costs including overhead and profit incurred by these conditions shall be reimbursed to PSG.

Thank you for this opportunity and please call if you have any questions.

Jason Cabbage
Vice President of Operations
Property Service Group

Customer Signature / Date

5900 Prince James Drive • Springfield, VA 22152 • Phone (703) 644-7744 • Fax (703) 992-0274

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Appendix: A (continued)

Gazebo

ALTERNATIVE PROPOSALS CONSIDERED

Proposal C - AHS

Subject: Fwd: Gazebo



dmccraith dmccraith <dmccraith@cox.net>
to stephen.l.buckner

Tue, Oct 15, 2019, 8

You are viewing an attached message. Gmail can't verify the authenticity of attached messages.

----- Original Message -----

From: Patrick Mazie <patrick.mazie1@gmail.com>

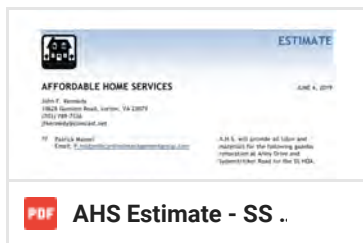
To: slbuckner@verizon.net, dmccraith@cox.net, geoffreyballou@gmail.com, joncarlo.t@gmail.com, john.giuliani@nrl.navy.mil

Date: June 4, 2019 at 4:34 PM

Subject: Gazebo

Here is another estimate from a contractor I have no affiliation with.

Patrick





AFFORDABLE HOME SERVICES

JUNE 4, 2019

John F. Kennedy
10628 Gunston Road, Lorton, VA 22079
(703) 789-7326
jfkennedy@comcast.net

TO Patrick Mazzei
Email: P.mazzei@cardinalmanagementgroup.com

A.H.S. will provide all labor and materials for the following gazebo renovation at Arley Drive and Sydenstricker Road for the SS HOA.

-
- 1.) Remove existing cedar shake roofing and inspect all plywood roofing panels.
 - 2.) Install new asphalt shingles to be approved by the HOA.
 - 3.) Remove and replace any damaged fascia and trim boards.
 - 4.) Prep all exposed columns and framing for two (2) coats of premium exterior paint.

NOTE: All paint colors will be determined by the SS HOA.

- 5.) Apply two (2) coats of premium exterior paint.

A.H.S. will be responsible for the removal of all construction debris.

TOTAL COST OF ESTIMATE: **\$3,250.00**

Quotation prepared by: _____

This is a quotation on the goods named, subject to the conditions noted below: Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

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Appendix: A (continued)

Gazebo

ALTERNATIVE PROPOSALS CONSIDERED

Proposal D - Williamson Home Repairs, Inc.

Subject: Fwd: McCraith HOA Estimate



dmccraith dmccraith <dmccraith@cox.net>
to stephen.l.buckner

Tue, Oct 15, 2019, 7

You are viewing an attached message. Gmail can't verify the authenticity of attached messages.

----- Original Message -----

From: Williamson Home Repairs <williamsonhomerepairs@gmail.com>
To: dmccraith dmccraith <dmccraith@cox.net>
Date: April 8, 2019 at 3:32 PM
Subject: McCraith HOA Estimate

Thank you for the opportunity to bid on your job. Attached, please find a copy of the proposal for the work you need done. I have also attached a copy of our license and insurance information. If I can answer any questions for you, please feel free to call me.

If you wish to accept this proposal, please sign and return one copy of the proposal and I will call you to discuss scheduling.

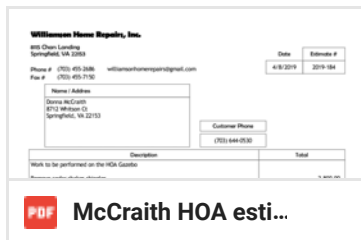
I look forward to working with you in the future.

Sincerely,

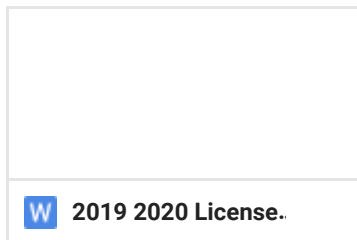
John Williamson

(703) 455-2686

2 Attachments



McCraith HOA esti...



2019 2020 License.

Williamson Home Repairs, Inc.

8115 Chars Landing
Springfield, VA 22153

Phone # (703) 455-2686 williamsonhomerepairs@gmail.com
Fax # (703) 455-7150

Date	Estimate #
4/8/2019	2019-184

Name / Address
Donna McCraith 8712 Whitson Ct Springfield, VA 22153

Customer Phone
(703) 644-0530

Description	Total
Work to be performed on the HOA Gazebo	
Remove cedar shakes shingles Install new asphalt shingles architectural style 3D to give it that shake look	2,800.00
The bottom plate of pressure treated wood is rotted. Remove and replace. Re anchor so roof stays attached	1,475.00
Cap bottom plate with PVC type materials	850.00
Paint gazebo structure including ceiling with (1) coat of latex paint. All loose and scaling paint will be scraped. Any bare wood will be primed before applying paint.	975.00

Terms	Full payment upon completion
--------------	------------------------------

Total

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate. Owner to carry fire and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

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

This proposal may be withdrawn by us if not accepted within 90 days.

Customer Signature

Date of Acceptance:

--

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Appendix: B

Rough Grading Plan Proposal (DeMarr)

Field Report on **Basketball & Tennis Court Common Grounds** - John
Giuliani

Attached are 4 files from DeMarr Engineering concerning the proposal for paperwork to be done to satisfy the County requirements to perform work on the courts.

1) Rough Grading Plan Proposal dated October 16, 2019

Proposal #: 19073.01

Map # 0893 06 A

Tennis Courts in front of 8733 Arley Drive

Springfield, VA 22153

2) request for SSHOA taxpayer identification (is this needed to bill SSHOA?);

3) Certificate of Professional Liability Insurance

4) Certificate of General Liability Insurance

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Appendix: C

Field Report on **Basketball & Tennis Court Common Grounds** - John
Giuliani

Attached are 4 files from DeMarr Engineering concerning the proposal for paperwork to be done to satisfy the County requirements to perform work on the courts.

The attached files are:

- 1) request for SSHOA taxpayer identification (is this needed to bill SSHOA?);
- 2) the proposal, amounting to a total of \$10,690. Details of the paperwork that DeMarr will accomplish are listed. I do not see any estimates for the construction itself, which is different from what GeoEnv provided.
- 3) Certificate of Professional Liability Insurance
- 4) Certificate of General Liability Insurance

Tuesday, October 15, 2019

Attn: John Giuliani
Springfield Station Homeowner's Association, Inc.
8841 Applecross Lane
Springfield, VA 22153
inigiuliani@cox.net

Re: Rough Grading Plan Proposal
Proposal #: 19073.01
Map # 0893 06 A
Tennis Courts in front of 8733 Arley Drive
Springfield, VA 22153

Dear Mr. Giuliani,

Thank you for contacting DEMARR Engineering, PLLC to provide an estimate for your project. With the background knowledge of proven contracting experience from DEMARR Construction, LLC, we are confident that we will be an invaluable asset/consultant on your project team.

The enclosed proposal outlines our scope of work, fees, and terms of agreement. Due to market fluctuations, this estimate/proposal is valid only for a period of 30 calendar days from today's date. In the event you are unable to accept our proposal within this timeframe, please contact us again when you are ready, and we will be happy to provide you with an updated proposal for your review.

Thank you again for the opportunity to provide pricing for your project. As always, if you have any questions or concerns, please feel free to contact me at (703) 214-0975 or blake@demarr-engr.com.

Sincerely,



Blake D. DeMarr, P.E.
Managing Member

Enclosure: Proposal

PROJECT GOAL:

The client seeks to obtain approval from Fairfax County to remove the approximate 51-ft x 86-ft basketball court and resurface the existing 110-ft x 123-ft asphalt Tennis Courts. A RPA exemption request will be filed to remove the existing basketball and resurface the Tennis Courts in the RPA. The client also seeks to participate in the Virginia Conservation Assistance Program (VCAP) to receive funding from the program at a reimbursement rate of \$2.50 per Sq. Ft. of impervious area removed.

PROJECT SCOPE:

As outlined below, DEMARR Engineering PLLC shall perform the design/consulting work involved in producing and submitting one (1) set of Rough Grading Plans to Fairfax County, (1) RPA Exemption Request, and (1) VCAP Participation Request.

PROJECT PRICING & SCOPE OF WORK:

See below for detailed scope of work and task pricing:

A.) ROUGH GRADING PLAN PACKAGE

DEMARR will prepare a Rough Grading Plan package for removal of the existing basketball court and resurfacing of the existing tennis court. This package includes:

- ✓ Boundary & Existing Conditions to be obtained from available records.
 - Does not include field survey.
- ✓ Soil identification/map from available records.
- ✓ Erosion & Sediment Control Plan (Narrative, Limits of Clearing & Grading, Silt Fence, Construction Entrance).
- ✓ Proposed grading contours (two-foot intervals) with spot elevations, as needed.
- ✓ Outfall narrative and certification (certify reduction in stormwater runoff from the reduced impervious area).
- ✓ Outfall analysis and predevelopment conditions narrative.

FEE ESTIMATE: \$ 6,750

B.) PERMIT PROCESSING

DEMARR will prepare and submit the following documents for the Land Disturbance Permit.

- ✓ Hand deliver plans to Fairfax County and pickup approved plans to walkthrough Land Disturbance permit.
- ✓ Complete & File Land Disturbance application
 - Client to provide Responsible Land Disturber (RLD) Certification from the site contractor they select.
- ✓ Review and File Conservation Agreement for client.
 - Client to Sign & Notarize agreement and provide escrow check payable to Fairfax County.

FEE ESTIMATE: \$ 990

C.) RESOURCE PROTECTION AREA (RPA) EXEMPTION REQUEST

DEMARR will prepare and submit the following documents to obtain approval from Fairfax County to work in the RPA.

- ✓ Complete & File Chesapeake Bay Preservation Ordinance RPA Exemption/Exception Request Form
- ✓ Complete Water Quality Impact Assessment (WQIA) on plan.
- ✓ Create Letter of Justification

FEE ESTIMATE: \$ 1,550

D.) VIRGINIA CONSERVATION ASSISTANCE PROGRAM (VCAP) REQUEST

DEMARR will prepare and submit the following documents to request to participate in the VCAP.

- ✓ Complete & File application to participate in VCAP.
- ✓ Provide supporting documentation to quantify reduction in impervious area from removal of basketball court.

FEE ESTIMATE: \$ 950

E.) LIMITS OF DISTURBANCE (LOD) STAKEOUT/FLAGGING

DEMARR will mark/delineate the LOD in the field with wood stakes and white flagging in preparation for the preconstruction meeting with Fairfax County.

- ✓ Mark LOD in the field with wood stakes and white flagging.
- ✓ Attend Preconstruction meeting with Client, Contractor, and Fairfax County Site Inspector.

FEE ESTIMATE: \$450

TOTAL PROJECT FEE ESTIMATE: \$ 10,690.00

(Ten Thousand Six Hundred Ninety and 00/100 Dollars)

NOTE: A 25% (\$ 2,672.50) retainer/deposit is required upon contract signature.

ADDITIONAL SERVICES (IF REQUESTED)

A. ADDITIONAL MEETINGS AND CONTINGENCIES (IF REQUESTED)

- ✓ DEMARR will attend miscellaneous meetings, as requested by Client and/or District of Columbia agencies.
- ✓ DEMARR will complete miscellaneous paperwork as requested by Client and/or required by Fairfax County agencies.

FEE ESTIMATE: HOURLY, NOT TO EXCEED \$ 1,000

EXCLUSIONS / EXTRAS:

- Existing Conditions Field Survey
- Formal Boundary Survey
- Conservation Escrow to be paid by Developer/Client.
 - Amount to be confirmed by Fairfax County upon approval of RGP and paid prior to permit issuance. DEMARR will request check from client payable to Fairfax County during the permitting process.
- Pro Rata Share to be paid by Developer/Client.
 - Amount to be confirmed by Fairfax County upon approval of RGP and paid prior to permit issuance. DEMARR will request check from client payable to Fairfax County during the permitting process.
- Application & Permit Fees to be paid by client.
 - 1st Submission Fee Check payable to “Fairfax County” = \$903.00
 - 2nd Submission Fee Check Payable to “Fairfax County” = \$496.65
 - Signature Set Review Cycle (Generally no fee)
- Printing fees for multiple copies of plans required for submission.
 - 9 Sets required per submission (each set generally contains around 6 sheets). We charge \$3.00 per 24x36 sheet; therefore printing typically costs between \$150-200 per submission.
- Geotechnical Engineering Fees and Soil Testing (Already prepared by others).
- Stormwater Management (SWM)/Best Management Practice (BMP) Design (Assuming to be exempt due to decrease in impervious).

TERMS AND CONDITIONS:

ARTICLE 1 DEMARR'S RESPONSIBILITIES

DEMARR Engineering, PLLC shall provide engineering services for the Project as described in this Agreement. DEMARR Engineering, PLLC shall perform its services consistent with the professional skill and care ordinarily provided by engineers practicing in the same or similar locality under the same or similar circumstances. DEMARR Engineering, PLLC shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. DEMARR Engineering, PLLC shall assist the Client in determining consulting services required for the Project. DEMARR Engineering, PLLC's services include the following consulting services:

During the Design Phase, DEMARR Engineering, PLLC shall review the Client's scope of work, budget and schedule and reach an understanding with the Client of the Project requirements. Based on the approved Project requirements, DEMARR Engineering, PLLC shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Client's approval of the design, DEMARR Engineering, PLLC shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Client provides. DEMARR Engineering, PLLC shall assist the Client in filing documents required for the plan approval of governmental authorities. Unless specified in the Scope of Work, Permits are to be obtained by the Client or Contractor(s) performing the work.

ARTICLE 2 CLIENT'S RESPONSIBILITIES

The Client shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Client shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. DEMARR Engineering, PLLC shall be entitled to rely on the accuracy and completeness of the Client's information. The Client shall furnish consulting services not provided by DEMARR Engineering, PLLC, but required for the Project, such as Architectural Design, wetlands information; geotechnical engineering; and environmental testing services. The Client shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by DEMARR Engineering, PLLC are DEMARR Engineering, PLLC's Instruments of Service, and are for the Client's use solely with respect to constructing the Project. DEMARR Engineering, PLLC shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Client substantially performs its obligations under this Agreement, DEMARR Engineering, PLLC grants to the Client a license to use the DEMARR Engineering, PLLC's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Client agrees to indemnify DEMARR Engineering, PLLC from all costs and expenses related to claims arising from the Client's use of the Instruments of Service without retaining DEMARR Engineering, PLLC. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Client, DEMARR Engineering, PLLC shall be compensated for services performed. The Client's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for DEMARR Engineering, PLLC to suspend or terminate services. Either DEMARR Engineering, PLLC or the Client may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 30 days, or if the other party substantially fails to perform in accordance with

the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or DEMARR Engineering, PLLC.

DEMARR Engineering, PLLC shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO DEMARR

DEMARR Engineering, PLLC's Compensation shall be:

The Client shall pay DEMARR Engineering, PLLC an initial payment of twenty-five percent (25%) as a minimum retainer under this Agreement. The initial payment shall be applied to 25% of each task. The remaining balance of each task will be invoiced upon completion of each task.

The Client shall reimburse DEMARR Engineering, PLLC for expenses incurred in the interest of the Project, plus fifteen percent (15%).

Payments are due and payable upon receipt of DEMARR Engineering, PLLC's monthly invoice. Amounts unpaid fifteen (15) days after the invoice date shall bear interest from the date payment is due at the rate of five percent (5%), or in the absence thereof, at the legal rate prevailing at the principal place of business of DEMARR.

At the request of the Client, DEMARR Engineering, PLLC shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Client-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of DEMARR Engineering, PLLC's Article 1 services beyond three (3) months of the date of this Agreement through no fault of DEMARR Engineering, PLLC.

ARTICLE 7 OTHER PROVISIONS

This proposal is valid for 30 calendar days from the date of this proposal. Proposal must be signed by both parties and deposit/retainer paid to schedule work.

In executing this Agreement, Client and DEMARR each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary private and/or corporate approvals to execute this Agreement, and perform the services described herein.

CLIENT:

Springfield Station Homeowner's Assn Inc.
(Name of Client)

(Signature)

(Printed Name)

(Title)

Date: _____

CONSULTANT:

DEMARR Engineering, PLLC
(Name of Consultant)

Blake DeMarr
(Signature)

Blake D. DeMarr, P.E.
(Printed Name)

Managing Member
(Title)

Date: Tuesday, October 15, 2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/19/2019

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

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

PRODUCER NBS Insurance Agency, Inc. PO Box 182500 Columbus, OH 43218	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: _____		
INSURER B: LLOYDS OF LONDON		
INSURER C: _____		
INSURER D: _____		
INSURER E: _____		
INSURER F: _____		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	PROFESSIONAL LIABILITY			ANE2285652	07/03/2019	07/03/2020	EACH CLAIM LIMIT: \$1,000,000 AGGREGATE: \$1,000,000 RETENTION: \$2,500

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

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