

The Algonquin Association

Board of Directors Meeting

Algonquin Room

7320 Glenroie Avenue

Norfolk, VA 23505

February 28, 2023

4:00pm

AGENDA

- I. Call to Order**
- II. Adoption of Agenda**
- III. Norfolk Police Department Community Resource Officer –
Officer Steven Toths**
- IV. Homeowners Forum (Limited to 15 minutes)**
- V. Approval of January 24, 2023 Minutes**
- VI. Treasurer’s Report**
- VII. Committee Reports**
 - A. Building Committee**
 - B. Communications Committee**
 - C. Covenants Committee**
 - D. Finance Committee**
 - E. Fire Safety Committee**
 - F. Grounds Committee**
 - G. Guest Rooms Committee**

- H. Library Committee**
- I. Pool Committee**
- J. Social Committee**

VIII. Maintenance Report

IX. Manager's Report

X. Old Business

- A. Damuth Trane - Status Report on Dual Temp Controls**
- B. Proposal to Install Crawlspace Sump Pumps**
- C. Repair of Storm Drain Leak in South Parking Lot**
- D. Proposal for Dryer Vent Cleaning**
- E. Live Oak CD #5348 Update**

XI. New Business

- A. Unanimous Consent – Insurance Repairs to 1B and 1C**
- B. Unanimous Consent – Leak Repairs in 2J and 3J**
- C. Tesla Pools 2023-2024 Pool Contract Proposal**
- D. Damuth Proposal to Replace Cooling Tower Valves**
- E. Damuth Proposal to Install Cooling Tower Sump Pump**
- F. Carter Cat Proposal to Install Annunciator Panel**
- G. Carter Cat Proposal to Replace Generator Governor**
- H. Convergent Technologies 2023 Contract Proposal**
- I. Painting of Pool House**
- J. Painting of Building Entry**
- K. Power Outage Procedures**

XII. Announcements

XIII. Homeowners Forum

XIV. Executive Session

XV. Adjourn

The next Board of Directors' meeting will be held on Tuesday, March 28th at 4:00pm in the Algonquin Room.

January 24th Minutes

Minutes were not available as of publication and will be distributed as soon as possible.

February 2023 Maintenance Report

Report as of February 20th, 2023

We have completed 37 house work orders with 6 open house orders.

We have completed 28 unit work orders with 4 open unit orders.

PM checks are progressing, currently we are working on 8th floor units.

The Algonquin Association

Manager's Report

February 2023

Financials:

The January financial reports were not available as of this writing and will be distributed as soon as possible.

Management holds a debit card associated with a petty cash account which is separate from other association funds.

The December Replacement Reserve and Operating Reserve contributions were made in the amounts of \$37,175.25 and \$1,500 respectively.

Maintenance:

Air Handler Rupture

On December 24th, the air handlers in the north and south hallways ruptured and flooded the surrounding spaces, including units 1B and 1C. The condominium is responsible for some of the repairs to these units and these repairs started the week of February 20th.

Dual Temperature System

An update on the Damuth Trane projects was received by email and is included in your packet for review. As noted in the email update, weekly updates are expected to resume.

Management has requested a proposal for the chiller overhaul on several occasions and has not received it. Damuth reports that they are researching parts and costs.

The Cooling Tower has two valves that require replacement. Please see the full explanation and proposal in your packet.

There is a knocking sound coming from a check valve on one of the Dual Temperature circulating pumps. Damuth is aware of the issue and reports this repair is covered under warranty. This work has not been scheduled yet.

Landscaping

Ritter Grounds is servicing the grounds every 7-10 days and installed mulch on March 22nd.

Management has requested the semi-annual meeting with Ritter Grounds as required by contract and this meeting is expected within the next 2 weeks.

Pool

Tesla Pools services the pool weekly to maintain cleanliness and chemicals.

During a recent meeting with Tesla Pools, Management was informed that there is a slow leak from the pool. Initially, the leak was thought to be at the light on the south end of the pool, but diagnostics did not reveal any leaks. After further conversations, Management and Tesla Pools agreed to allow the water level to drop until the leak stopped in order to help determine the location of the leak. The leak will not prevent the pool from opening in May.

Management has requested quotes to paint the pool house, but given the cost, will attempt to complete this project in-house. Management advises that this will require several half days of Tony and Jeffrey's time and this may impact other projects.

Lobby

The water feature in the lobby has been cleaned, but due to the fragility of the structure, it could not be easily polished. In addition to cleaning the structure, the lights have been replaced with LED lights.

Management is working with Maintenance to schedule floor buffing, which will likely take place in the early morning hours of a Friday.

Management was asked to obtain a quote to paint the exterior metalwork at the front entry. Please see the proposal included in this packet.

Preventive Maintenance

Preventative Maintenance in the units is progressing well with 35 units having been completed. However, Maintenance has not received return calls from approximately 12 units on floors 9-12. Maintenance will attempt to contact the resident twice and if there is no response, Management will deliver a letter to the door requesting access to the unit for the service. Since these services are not required to be completed by the condominium, Management will not force the service upon the resident, but will note the lack of access and will inform the resident of potential issues maintenance is not completed.

As Management and Maintenance have refined the Preventative Maintenance forms and the noting of discrepancies, the hardcopies of the forms are being returned to the residents starting with the 8th floor. If residents on floors 9-12 would like a copy of their PM form, they are encouraged to contact the front desk for a copy.

Dual Temperature System Leaks

In early February, a leak appeared in the Boiler Room ceiling on the west wall. Maintenance determined that the leak was coming from the Dual Temperature System, but the exact location of the leak could not be located. Management and Maintenance decided to secure that leg of the system and the leak stopped. After consulting with Unique Plumbing, the system was restored to normal operation, but the leak did not reappear until February 20th.

With additional efforts, the source of the leak was located in the leak in the Dual Temperature System in the wall between units 3G and 3H. The leg was secured and Unique Plumbing was contracted to replace the section of pipe and reinsulate it. Tandom Handyman and Remodeling Services was onsite for repairs to 1B, 1C, 2J and 3J, and was contracted to make the wall repairs.

There is a leak in the southwest corner of the building that appeared in unit 1C. A hole was cut in the ceiling to aid in locating the leak and a plastic access cover was temporarily installed. Efforts are still being made to locate the source of the leak.

Fire Main Piping

VSC Fire and Security were onsite February 14th to perform a repair to the fire department hose connection on the first floor of the south stairwell. The crew was able to complete the pipe installation, but still has some minor work to complete, such as installing the correct FDC plate on the exterior of the building. Management has been in contact with VSC to confirm this work has not been overlooked and will be completed before the invoice is paid.

Contracts:

The Algonquin House has several contracts renewing in the next few months. As Management has limited experience with most of the Algonquin contractors, Management encourages the Board to review the performance of each contractor as their contracts approach renewal.

With the exception of Cox Communications, which Management has contacted to set a meeting, Management is not aware of any discrepancies that would warrant bidding contracts that automatically renew in February, March or April.

Note – Management is still working to complete entries for the last 3 contracts in the list and will have these updated before the March Board meeting.

Contractor	Contract Start Date	Next Contract Renewal Date	Renewal Clause	Effective Renewal Date
Plant Factory (Indoor Plant Maintenance)	3/29/2018	3/29/2023	30 Days	2/28/2023
Ritter Grounds (Snow Removal)	11/1/2022	Non-Renewal	30 Days	N/A
ChemTreat (Dual Temp System Chemical Treatments)	4/1/2005	4/1/2023	30 Days	3/1/2023
Johns Brothers (Fire Alarm Monitoring)	4/7/2020	4/7/2023	30 Days	3/7/2023
Select Group Association Management)	7/1/2022	7/1/2023	90 Days	4/1/2023
Cox Communications (Bulk Cable TV)	7/1/2018	7/1/2023	90 Days	4/1/2023
Ritter Grounds (Landscape Maintenance)	8/1/2021	7/31/2023	30-60 Days	5/31/2023

Dominion Electric	9/3/2020	9/30/2023	90 Days	6/30/2023
S.L Nusbaum (Flood Insurance)	10/15/2022	10/15/2023	N/A	10/15/2023
Beskin-Divers (Liability Insurance)	10/15/2022	10/15/2023	N/A	10/15/2023
Beskin-Divers (Directors and Officers Insurance)	10/15/2022	10/15/2023	N/A	10/15/2023
Beskin-Divers (Workers Compensation)	10/15/2022	10/15/2023	N/A	10/15/2023
Beskin-Divers (Property Insurance)	10/15/2022	10/15/2023	N/A	10/15/2023
Beskin-Divers (Crime/Dishonesty Insurance)	10/15/2022	10/15/2023	N/A	10/15/2023
Carter Cat (Generator Maintenance)	12/1/2022	12/1/2023	N/A	12/1/2023
FHA (Federal Housing Administration Certification)	8/17/2021	8/17/2024	N/A	N/A
John Hitch and Associates (Antenna Management)	6/8/2015	6/8/2025	60 Days	3/8/2025
TK Elevators (Elevator Maintenance Service)	7/15/2022	7/15/2025	90-120 Days	4/15/2025
Waste Management (Dumpster Service)	9/1/2022	9/1/2025	90 Days	6/1/2025
CSC (Laundry)	4/26/2019	4/26/2026	30 Days	3/26/2026
Damuth	9/1/2022	12/31/2027	30 Days	11/31/2027
Tesla Pools (Summer Service)	Expired	Expired	Expired	Expired
Tesla Pools (Winter Service)	10/1/2022 - 4/1/2023	Non-renewing	N/A	N/A
Guardian Pest Control	1/15/2017	Month to Month	30 Days	N/A
Intentionally left blank				
Desroaches (Audit and Taxes)	Ends with audit of 2023 financials	Non-Renewing	N/A	N/A
Sharp Copier				
Tmobile	2/2017	2/2027	1 year	2/2026

VSC (Fire Main Testing)				
----------------------------	--	--	--	--

Respectfully submitted,

**Patrick Gasser
Association Manager
The Algonquin Association, Inc.**



Invoice

Atomic Plumbing & Drain Cleaning Corporation

1377 London Bridge Road
Virginia Beach VA 23453
757-464-2934 FAX: 757-363-8403
Fed ID#: 54-0838172

Invoice # A435043
Date: 2/11/2023
Page # 1 of 2

Account # 187334

Email: cbell@theselectgroup.us;pgasser@theselectgroup.us

Algonquin House c/o Select Group Attn: Patrick Gasser 2224 Va Beach Blvd #201 Va Beach VA 23454	Service At: The Algonquin House 7320 Glenroie Ave #3J Norfolk VA 23505
--	--

Service Date 2/11/2023 PO # Job # 346247 Contract # Claim #

Reason for Service Call: Break in the drain pipe 2" copper pipe going into 4" cast iron pipe for Unit 3J...

Technician cut open the drywall behind the kitchen for better access of the piping.
 Once the wall was cut open, technician cut out a section of the 2 inch copper.
 Tech tried to unthread the 2 inch male adapter but with no success.
 The fitting is seized in the cast iron tee.
 Tech kept trying but broke the tee.
 We cut open the wall in unit 2J to access the stack, and cut it.
 Once that was cut, tech went back upstairs and cut the stack above the tee.
 Cutting the stack in unit 3J was too easy.
 The condition of the stack might not be in the best shape.
 Tech pre fabricated a 3 inch PVC tee, and tied on to the existing cast iron stack with no issue.
 Once we had our tee in place, technician piped in the kitchen drain arm, and tied on to the existing copper piping with a proper transition band.
 Once everything was tied together, tech tested the drain, and found no leaks.
 Everything is draining as it should.
 No warranty on the work performed.
 Atomic does not patch drywall.

Recommendations

Once on site technician went on the 3rd floor unit 3j.

Please see attached Invoice for your records & review.

Terms: Due 3/11/2023

Atomic Plumbing

Please pay from this Invoice

Please Detach and Return with Remittance

Check Enclosed []	Method of Payment
Master Card []	Visa [] AmExp [] Discover []
Acct # _____	Exp Date _____
Name on Card _____	
Signature _____	

Invoice # A435043

Date : 2/11/2023

Account # 187334

Algonquin House c/o Select Group

Remit To:

Atomic Plumbing & Drain Cleaning Corporation
1377 London Bridge Road
Virginia Beach, VA 23453

Amount Due **\$2,293.55**

Amount Paid



Invoice

Atomic Plumbing & Drain Cleaning Corporation

1377 London Bridge Road
Virginia Beach VA 23453
757-464-2934 FAX: 757-363-8403
Fed ID#: 54-0838172

Invoice # A435043
Date: 2/11/2023
Page # 2 of 2

Account # 187334

I cut open the wall underneath the kitchen sink to locate the leak.
The leak comes from the 2 inch copper male adapter that ties in to cast iron.
Tech will quote a price to make the repair in pvc.

Description Of Service	Quantity	Unit Price	Extended Price	Tax
Drain Line Repair - That is Accessible - Replace 2" PVC drain line up to 3 feet	1	\$2,293.55	\$2,293.55	

Total \$2,293.55


 Work Authorized


 Payment



INVOICE

First Atlantic Restoration Inc.
414 S. Parliament Drive
Virginia Beach, VA 23462
(757) 499-1915

Date: 01/24/23

Invoice #: SI-23874

Ship to:
The Select Group - The Algonquin House
7320 Glenroie Avenue
Norfolk, VA 23505

Loss Address:
The Select Group - The Algonquin House
7320 Glenroie Avenue
Norfolk, VA 23505

Account Representative	Job #	File/Claim #	Terms
Jason Noble	VB-22-1686-MIT		Due Upon Receipt
Description			Total

Emergency Services - Supply Line Break In Breakroom Kitchen
12/12/22 - 12/14/22

\$3,243.34

Balance Due: \$3,243.34

**PLEASE MAKE ALL CHECKS PAYABLE TO FIRST ATLANTIC RESTORATION. TO PAY BY CREDIT OR ECHECK,
PLEASE CONTACT ACCOUNTS RECEIVABLE AT 757-499-1915.**



INVOICE

First Atlantic Restoration Inc.
414 S. Parliament Drive
Virginia Beach, VA 23462
(757) 499-1915

Date: 01/24/23

Invoice #: SI-23875

Ship to:
The Select Group - The Algonquin House
7320 Glenroie Avenue
Norfolk, VA 23505

Loss Address:
The Select Group - The Algonquin House
7320 Glenroie Avenue
Norfolk, VA 23505

Account Representative	Job #	File/Claim #	Terms
Jason Noble	VB-22-1800-MIT		Due Upon Receipt
Description			Total

Emergency Services - Plumbing Leak
12/26/22 - 1/5/23

\$11,157.05

Balance Due: \$11,157.05

**PLEASE MAKE ALL CHECKS PAYABLE TO FIRST ATLANTIC RESTORATION. TO PAY BY CREDIT OR ECHECK,
PLEASE CONTACT ACCOUNTS RECEIVABLE AT 757-499-1915.**

Restoration Services, Inc
 2633 Production Rd
 Virginia Beach, VA 23454 US
 +1 7574311400
 anna@spofvb.com
 www.servprovirginiabeach.com

Invoice



BILL TO
Algonquin House 7320 Glenroie Avenue Norfolk, VA 23505

INVOICE #	DATE	TOTAL DUE	TERMS	ENCLOSED
8007201	11/30/2022	\$8,257.62	Due upon receipt	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Water Remed	Water Restoration AB/KB	1	8,257.62	8,257.62

BALANCE DUE

\$8,257.62

Carter



Carter Machinery Company, Inc.

Carter Machinery
PO Box 3096
Salem VA 24153

Remit payment to: Carter Machinery Company, Inc.
P.O.Box 751053
Charlotte, NC 28275-1053

INVOICE
1299767

Please reference this number on remittance

Inquiries: Chesapeake (Power Systems Division)
800.276.0059

SOLD TO:

1038 1 AB 0.507 E0162X I0240 D10253079583 S2 P9510129 0001:0002

SHIP TO:



THE ALGONQUIN ASSOCIATION
7320 GLENROIE AVE
NORFOLK VA 23505-3060

7320 GLENROIE AVENUE
NORFOLK, VA

DOC TYPE	INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		STORE	DIV	SALESMAN	TERMS	PAGE
SIN2	1299767	02-02-23	000336		SERVICE CALL		21	E	366	2	1 of 2
PSO/WO NUMBER			PC	LC	MC	SHIP VIA			INV SEQ NO.		
CP26456			10	10	10				3982923		
MAKE	MODEL	PIN / SERIAL NUMBER			EQUIPMENT NUMBER		METER READING		MACH ID NO		
GE	CG080	2017717					1448.0		I64421800		
QUANTITY	ITEM	N/R	DESCRIPTION				UNIT PRICE		EXTENSION		

* * * INVOICE SUMMARY * * *

TRAVEL TO/FROM PACKAGE GENERATOR SET
TROUBLESHOOT PACKAGE GENERATOR SET

LABOR INVOICE TOTAL	473.20	T
MISC CHARGES INVOICE TOTAL	549.81	T
ENVIRONMENT CHG.	25.37	T
VIRGINIA SALES TAX	34.51	T

TRAVEL TO/FROM PACKAGE GENERATOR SET

SRVC TRK ZONE 3	535.00	
TOTAL MISC CHGS	535.00	*
SEGMENT 00 TOTAL	535.00	T

TROUBLESHOOT PACKAGE GENERATOR SET

COMPLAINT: E-STOP WILL NOT CLEAR.
CAUSE: BAD E-STOP.
COMPLICATION: LOCATION. GOVERNOR FAILING.
CORRECTION: 01/30/2023-TRAVELED TO SITE. CALLED CUSTOMER. GAINED ACCESS TO THE UNIT. FOUND E-STOP WOULD NOT CLEAR. REPLACED E-STOP. CHECKED OIL AND COOLANT LEVELS. RAN UNIT. AFTER ABOUT 2 MINUTES THE CONTROL PANEL HAD AN ALARM FOR OVER FREQUENCY. ADJUSTED SPEED. FOUND GOVERNOR CONTROLLER LEAKING SEALANT. GOT THE UNIT ADJUSTED TO 60 HZ. VERIFIED

Carter makes no warranty, express or implied, as to any matter except as provided in its separate statement of "Warranties and Disclaimers" reprinted on the reverse side hereof or available online at

<https://www.cartermachinery.com/wp-content/uploads/2019/08/Carters-Standard-Warranties-And-Disclaimers.pdf>

MACHINE AND RENTAL INVOICES ARE DUE UPON RECEIPT, UNLESS OTHERWISE STATED. PARTS AND SERVICE INVOICES ARE DUE ON OR BEFORE 10th OF MONTH FOLLOWING DATE OF PURCHASE. ANY ACCOUNT NOT PAID BY 30th OF MONTH FOLLOWING PURCHASE WILL BE PAST DUE AND A FINANCE CHARGE WILL BE COMPUTED BY A SINGLE PERIODIC RATE OF 2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 24%.

PAY THIS AMOUNT	1082.89
AMOUNT CREDITED	

To View and Pay Online Go To:	cartermachinery.billtrust.com
Use This Enrollment Token:	17 of 77

Carter



Carter Machinery Company, Inc.

Carter Machinery
PO Box 3096
Salem VA 24153

Remit payment to: Carter Machinery Company, Inc.
P.O.Box 751053
Charlotte, NC 28275-1053

INVOICE
1299767

Please reference this number on remittance

Inquiries: Chesapeake (Power Systems Division)
800.276.0059

SOLD TO:

THE ALGONQUIN ASSOCIATION
7320 GLENROIE AVE
NORFOLK VA 23505-3060

SHIP TO:

7320 GLENROIE AVENUE
NORFOLK, VA

DOC TYPE	INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	STORE	DIV	SALESMAN	TERMS	PAGE
SIN2	1299767	02-02-23	000336	SERVICE CALL	21	E	366	2	2 of 2
PSO/WO NUMBER			PC	LC	MC	SHIP VIA			INV SEQ NO.
CP26456			10	10	10				3982923
MAKE	MODEL	PIN / SERIAL NUMBER		EQUIPMENT NUMBER	METER READING		MACH ID NO		
GE	CG080	2017717			1448.0		I64421800		
QUANTITY	ITEM	N/R	DESCRIPTION		UNIT PRICE		EXTENSION		

* * * INVOICE SUMMARY * * *

PROPER OPERATION.

TOTAL LABOR	SEG. 02	473.20	*
REPAIR SUPPLIES		14.81	
TOTAL MISC CHGS	SEG. 02	14.81	*
SEGMENT 02 TOTAL		488.01	T

ENVIRONMENT CHG.		25.37	T
VIRGINIA SALES TAX		34.51	T
SUMMARY INVOICE WAS PRINTED FOR TOTAL OF -		1082.89	*

Carter makes no warranty, express or implied, as to any matter except as provided in its separate statement of "Warranties and Disclaimers" reprinted on the reverse side hereof or available online at

<https://www.cartermachinery.com/wp-content/uploads/2019/08/Carters-Standard-Warranties-And-Disclaimers.pdf>

MACHINE AND RENTAL INVOICES ARE DUE UPON RECEIPT, UNLESS OTHERWISE STATED. PARTS AND SERVICE INVOICES ARE DUE ON OR BEFORE 10th OF MONTH FOLLOWING DATE OF PURCHASE. ANY ACCOUNT NOT PAID BY 30th OF MONTH FOLLOWING PURCHASE WILL BE PAST DUE AND A FINANCE CHARGE WILL BE COMPUTED BY A SINGLE PERIODIC RATE OF 2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 24%.

PAY THIS AMOUNT

1082.89

AMOUNT CREDITED

To View and Pay Online Go To:	cartermachinery.billtrust.com
Use This Enrollment Token:	18 0SP7VXV BSL

January 19, 2023

To The Board of Directors:

It has been brought to my attention by quite a few elderly and physically challenged individuals (myself included) that we need to incorporate some kind of easier access to the swimming pool. The steps at the head of the pool (because of the steep rise between steps) are not user friendly us challenged residents. I have been assured that more residents would use the pool if we could somehow accommodate our needs.

I understand there may be a local company that can fabricate a set of fiberglass steps that we could incorporate into the shallowest end of the pool. I respectfully request that the board investigate this option to see if it is feasible to our situation.

Thank you for your time and attention.


Bob Place, 2H

To the Board of The Algonquin House

Subject: swimming pool

I have spoken with several people who find it difficult to get in and out of the pool due to disabilities.

I understand the pool will be emptied for repairs. Could the pool company have suggestions as to how we could make our pool handicap friendly?

One suggestion I have is to have a set of plastic steps made with normal riser and railings on both sides. This would then be attached to the side of the pool.

Thank you for your consideration of this matter.

"Mac" Dudley (Elizabeth)

1-18-23

Please consider making
the pool handicap accessible

Thanks !!

January 19, 2023

Suggestion to The Algonquin House Board of Directors

In the past several years, I have called attention to the appearance of the entrance/ portico of The Algonquin House. The columns and black edging around the windows/doors is in serious need of a touch up paint job.

I was told that it would be attended to , but not until the flooring of the outside and inside was taken care of; which is going to be quite an expensive project. I totally understand that the overall project is costly and time consuming but surely, we can afford a "bucket of paint" to touch up the entrance.

It really is shabby looking and could use a good paint job. This is our entrance and that of visitors...

The lobby is lovely but the outdoor entrance appearance is not.

Thank you for your considerations in this matter.

Grace Albano Orsini



Unit 7L

Algonquin House Board:

Feb. 28, 2023

I would like to raise an issue which no one else might view as a concern, and if so, please excuse me.

It has recently come to my attention that delivery people are able to deliver orders to residents' units. I discovered this when I myself had food delivered for the first time and opted to have my order delivered to me in the lobby.

I can appreciate the fact that is more convenient for us to have goods delivered to our doors, but it has caused me to wonder how secure this practice may be. I understand that many deliverers do not sign in. Since there are no cameras in the residents' hallways, there would seem to be no means of tracking who might be at large in the building (though I'm sure that the vast majority of delivery people are honest). In addition, the fact is that some residents are not in the habit of locking their doors. It almost begs the question: Why do we go to the expense to have security measures in place if anyone at all familiar with the AH can come into the building and gain access to any floor?

I wonder whether there might be a feasible, manageable solution. It might be an overstatement to term this "open door" policy a breach of security, and it is not my intention to alarm anyone. I simply wanted to raise the question in the hope that it might generate a discussion.

It could well be that our very conscientious and able Board has already explored this issue and feels that the current policy is sufficient; and if that is the case, then you have my sincere thanks, and I will be content to let the matter drop.

Respectfully,
Frances Benson

Before Covid there was a large
Christmas/Holiday tree in our
lobby during the holidays. Is
there any hope we will have
another this year?

Joan Hammer
3K

Patrick Gasser

From: Gerrit Benson <Gerrit.Benson@damuth.com>
Sent: Thursday, February 16, 2023 6:58 PM
To: Patrick Gasser
Cc: Bryan Whitehorne; Brandin Alley
Subject: RE: Algonquin House - Dual Temp Controls Upgrade - Status Report - 1/9/23

Patrick –

Bryan and I huddled and have combined our responses below. Additionally, we have just received the repair costs (2/16/23) for the pipe leak that was found on the elbow above the chiller. We will be covering this repair under the upgrade project to keep the ball rolling towards completion. Please reach out to us with any questions or concerns on any responses below. Our responses are in red below.

I haven't received a project update in several weeks, would you please send me the latest?

We have been in a bit of a holding pattern on the cooling tower insulation and tower fill/basin heater testing due to the damaged domestic water supply valve issue. Additionally, the leak was encountered on the elbow above the chiller. This leak will be addressed ASAP under this project. I have submitted a PO for our subcontractor and he believes they will be able to fix the pipe by next week. I wanted to make sure that we had a solution in place prior to providing an update. You can expect to see weekly updates moving forward.

Previous updates say that we're on track, but what is the expected completion date? Assuming the project is broken into sections, what are the estimated completion dates for the various parts?

Here are the list of tasks that remain on the project with estimated completion dates (with dependencies):

- Replace damaged pipe – 2/22-2/24
- Complete installation of differential pressure sensors and temp sensors – 2/24-2/28
- Finish controller programming – 2/24-3/3
- Complete the insulation and aluminum wrapping at the cooling tower 3/6-3/10 – dependent on fixing the domestic water valve leak. Preferably we would install the sump pump at the same time as the fix for the domestic water valve leak.
- Fill cooling tower – 3/13
- Point-to-point checkout on boiler and chiller – 3/14-3/17 – this is dependent on getting the insulation and aluminum wrapping completed at the cooling tower. Once that is complete, the tower can be filled, and we can test the points on the chiller.

What items are left to be completed? Have all valves, pumps and hardware in the plant that were planned for replacement been replaced? I know we have several sensors hanging in the overhead, how many sensors still need to be installed and connected to the controller? What is the estimated completion date for the upgrades?

- The remaining equipment to be installed are the temp sensors and the differential pressure sensors; they are dependent on the pipe fix that is happening next week.

What are the remaining costs associated with the project? How much should the condo budget in the coming year? I know there is a change order to install a sump pump at the cooling tower and I expect the Board to approve that work at their next meeting, but are there any other change orders that need to be addressed?

No remaining costs are seen currently unless there are unforeseen future issues found with piping, existing valves, etc. On past projects there have been areas where we had to address along the way with change orders due to piping/building conditions.

- The valve on the domestic water supply at the cooling tower will need to be addressed, as well as the sump pump change order in the same area.

[Click here-tell us how we're doing!](#)



Gerrit Benson | BAS Project Manager
(757) 558-0200 (main)
1100 Cavalier Blvd., Chesapeake, VA, 23323
<http://www.damuth.com>



The information contained in this message is privileged and intended only for the recipients named. If the reader is not a representative of the intended recipient, any review, dissemination or copying of this message or the information it contains is prohibited. If you have received this message in error, please immediately notify the sender, and delete the original message and attachments.

From: Patrick Gasser <pgasser@theselectgroup.us>
Sent: Thursday, February 16, 2023 4:25 PM
To: Gerrit Benson <Gerrit.Benson@damuth.com>
Cc: Bryan Whitehorne <Bryan.Whitehorne@damuth.com>
Subject: FW: Algonquin House - Dual Temp Controls Upgrade - Status Report - 1/9/23

CAUTION External Email: This email originated from outside of the Damuth network. Do not click any links or open any attachments unless you trust the sender and know the content is safe..

Good afternoon Garrit,
I haven't received a project update in several weeks, would you please send me the latest?

As I become more familiar with the property, systems, and financials, I'm trying to wrap my arms around this project and I have a few questions:

Previous updates say that we're on track, but what is the expected completion date? Assuming the project is broken into sections, what are the estimated completion dates for the various parts?

What items are left to be completed? Have all valves, pumps and hardware in the plant that were planned for replacement been replaced? I know we have several sensors hanging in the overhead, how many sensors still need to be installed and connected to the controller? What is the estimated completion date for the upgrades?

What are the remaining costs associated with the project? How much should the condo budget in the coming year? I know there is a change order to install a sump pump at the cooling tower and I expect the Board to approve that work at their next meeting, but are there any other change orders that need to be addressed?

Thanks and I appreciate your help,

Patrick Gasser
Association Manager
The Algonquin Association, Inc.
Office: (757) 423-5151
Email: pgasser@theselectgroup.us
<http://www.thealgonquinhouse.com/>

Pool Drain Repair in South Parking Lot

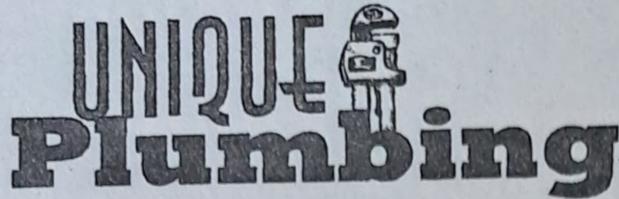
The pool pump room drains to the storm drain in the south parking lot and during a recent backflushing of the pool, a leak was discovered when sand was observed being pushed up through a crack in the parking lot asphalt.



Since this situation has the potential to undermine the asphalt and create a sinkhole, Management requested an opinion and a quote from Unique Plumbing, who agreed it needed to be replaced and provided a proposal of \$3,800 to replace the existing pipe from the pool house to the previous repair and to install new asphalt.

For comparison, American Mechanical proposed \$4500 to make the same pipe replacement, but this did not include installing new asphalt. Parking Lot Maintenance provided a quote of \$2,200 to install the new asphalt.

Proposal



3419 Virginia Beach Boulevard
Box 229
Virginia Beach, VA 23452
Office: (757) 472-6527

PROPOSAL SUBMITTED TO <i>Algon Quin House</i>	PHONE	DATE <i>1/6/2023</i>
STREET <i>7320 Glenroie Ave</i>	JOB NAME	
CITY, STATE AND ZIP CODE <i>Norfolk Va</i>	JOB LOCATION	

We hereby submit specifications and estimates for:

Saw cut parking lot from pool room wall to previous cut in parking lot. Replace old pipe. Tie into new pipe at storm drain. Install new asphalt and remark parking space.

- \$3800⁰⁰ -

Saw cut parking lot at broken pipe.

Replace section of pipe and install asphalt

- \$1800⁰⁰ -

18% INTEREST PER MONTH WILL BE CHARGED ON ALL ACCOUNTS 30 DAYS PAST DUE

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

_____ dollars \$ _____

Payment to be made as follows:

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

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within _____ days.

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 above.

Signature _____

Date of Acceptance _____

Signature _____

Parking Lot Maintenance, Inc.

Va. Beach - Newport News - Richmond

Sealcoating - Striping - Asphalt - Concrete

Office 757.876.2520 Fax 757.833.0350

PROPOSAL

CUSTOMER

Name	Algonquin Condominium
Attn	Patrick Gasser
Address	2224 Virginia Beach Blvd., Unit 201
City	Virginia Beach, VA 23454
Phone	757-423-5151 Mobile 757-955-0340
Email	pgasser@theselectgroup.com

Date	1/17/2023
Proposal	1018-23
Job Name	Algonquin Condos
Location	7320 Glenroie Ave., Norfolk VA, 23505

Qty	Description	Unit Price	TOTAL
	Provide all labor, equipment, and material to install the following:		
1	Asphalt Replacement ~Sawcut edges straight as needed after plumb; remove contaminated backfill and compact sub base; place and compact up to six inches (6") of SM-9.5A asphalt, where removed then compact. Area will be approx. 3'x25'. Re-paint stall lines as existing.	\$ 2,200.00	\$ 2,200.00
		Sub Total	\$ 2,200.00
		Shipping & Handling	
		TOTAL	\$ 2,200.00

Acceptance	
Signature	_____
Name & Title	_____
Date	_____

Office Use Only

Special Conditions are stipulated on Page 2 of this proposal and are a part hereof. In accepting this proposal it is agreed that the prices, specifications and conditions are satisfactory, we are authorized to perform the work, and that payment will be made as outlined on Page 2.

Terms & Conditions

1. Payment Terms: Net 30 days upon completion with no retention.
2. A late charge of 5% per month will be applied to any past due balances.
3. This proposal is valid for 30 days
4. All material is warranted for 1 year as specified. All work to be performed in a workmanlike manner in accordance with generally accepted standard practices. No guarantee is made that existing conditions or modifications to existing conditions meet current ADA requirements.
5. All alterations or deviations involving additional costs will only be made upon written authorization.
6. Completion of work is contingent upon unforeseen delays.
7. Customer shall maintain property insurance and any other necessary insurance.
8. Suitable access to work area must be made available during normal business hours, **Monday through Friday, 7:00am to 5:00pm** unless otherwise noted. This includes moving any vehicles, dumpsters, etc. prior to Parking Lot Maintenance, Inc. (PLM) mobilizing. Should work on any agreed upon scheduled work day be canceled by Customer, with less than 48 hr notice, for any reason other than weather, an \$875.00 mobilization fee will be assessed. Any work not able to be completed due to obstructions, etc., that require PLM to remobilize on a separate work day will be treated as a new project with all applicable minimum charges.
9. This proposal does not include permits, fees, handling or disposal of contaminated materials, responsibility for failures caused by poor subgrade or anything not specifically listed on page 1 of this proposal.
10. Customer will be responsible for protecting new work from damage of any kind.
11. If the person who signed this proposal is not authorized to do so by the Customer and the Customer does not make payment in full, the person who signed this proposal agrees by doing so that they will pay any unpaid balances including late charges.
12. Sealer may not adhere properly or have the same useful life if the surface aggregate in the asphalt is polished/exposed.
13. Unless otherwise specified on page 1, cracksealing is only performed on mainline cracks 1/4" wide or wider. Mainline cracks are generally defined as pavement seam separations, shrinkage and reflection cracks. Spidering, alligating, and oxidation cracks are specifically excluded.
14. Due to the high elasticity of crack sealer material, low elasticity materials like sealcoat sealer and striping paint may crack, chip or peel off after application. Consequently, stall line markings made over sealed cracks may wear away quickly after application.
15. Customer is responsible for maintaining work barriers for duration of work.
16. All pavement markings are specified as one coat of latex traffic marking paint recommended for high traffic areas unless otherwise noted page 1. Due to the nature of chemical reactions during the hydration process, traffic marking paint may not properly adhere to concrete poured less than 30 days prior to completion and therefore cannot be guaranteed. Flaking or peeling paint on concrete shall not be removed prior to repainting unless otherwise noted on page 1.
17. Customer shall provide on-site access to water, electricity and disposal if not otherwise noted on page 1.
18. Miss Utility will be notified to mark utilities in public easements/right of ways prior to commencement of project. PLM cannot be responsible for damage to private utilities not marked by Miss Utility. Examples include but are not necessarily limited to: water service lines, site lighting and irrigation.
Customer must hire a private utility marking vendor to determine if any of these types of infrastructure are present in the project area prior to commencement of project.



American Mechanical Incorporated
 633 10th Street, Ste 202, Virginia Beach VA 23451
 VA Contractor License #2705 18 1489

BILL TO

The Select Group/Patrick Gasser-Association Mgr
 2224 Virginia Beach Boulevard #201
 Virginia Beach, VA 23454 USA

ESTIMATE 137790750	ESTIMATE DATE Jan 31, 2023
------------------------------	--------------------------------------

JOB ADDRESS

The Select Group/Patrick Gasser-Association Mgr
 7320 Glenroie Ave #The Algonquin House
 Norfolk, VA 23505 USA

Job: 264171

TASK	DESCRIPTION	QTY
-------------	--------------------	------------

P SALE	We hereby propose to furnish the materials and perform the labor necessary for:	1.00
--------	---	------

American Mechanical will saw cut and jack hammer asphalt in parking lot behind pool house from curb to previous repair. (approx 25 feet)
 American Mechanical may need to dig past curb for tie in on pool discharge line.
 American Mechanical will replace 4" pool drain line with new pvc piping. Pump drain in pool house is 3".

American Mechanical will replace previous repair of 4" pvc piping in the event that repair is also causing an issue. This price will be in addition to above price and be treated as an add on. \$1500.

American Mechanical will not be responsible for replacement of asphalt or steel plate rental that may be needed if add on repair is needed.

Payment Terms:

1/2 due to schedule.
 1/2 upon completion.

Final payment due at completion of installation or service, customer is allowed to withhold \$200 until final inspections are completed (if applicable.)

Extra cost may be incurred due to any unforeseen conditions that result in additional repairs. No warranty on any materials or fixtures not provided by American Mechanical, Incorporated. American Mechanical, Incorporated will not be responsible for any landscaping, irrigation or any unmarked/ private utilities. All material is guaranteed to be specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work

and completed in a substantial workmanlike manner.

SUB-TOTAL	\$4,500.00
TAX	\$0.00
TOTAL	\$4,500.00

Quality Workmanship from Professionals you can Trust. Plumbing, Electrical, Heating, Cooling and Generator Service Professionals. WE CAN FIX THAT!

Log in to our customer portal to view your service records here: <https://americanmechanical757.myservicetitan.com/login>

CUSTOMER AUTHORIZATION

The person signing below represents: that (he is) (she is) (they are) the (owner) (owners) or have authority to act on behalf of the owner(s) of the property described in this contract. It is understood that the entire contract is contained in this agreement and that no other agreement or understanding verbal or written, shall be binding on the company, unless a change order is requested and signed by both parties and payment terms met before proceeding.

I am aware of extra costs that may be incurred due to any unforeseen conditions that may result in additional repairs. I am aware no warranty will be given on any materials or fixtures not provided by American Mechanical, Inc., (unless otherwise specified under the manufacturer warranty, or as otherwise indicated in writing).

In the event of a necessary repair or service due to emergency circumstances, I waive my right to rescission so work can be done immediately.

I understand my right of rescission - That I, the buyer may cancel this transaction any time prior to midnight of the third business day after the date of this transaction. If the buyer cancels this contract after the third business day from the date of this transaction or at any time after signing a waiver of buyer's rights of rescission of said contract, buyer agrees the company shall be entitled to receive as liquidated damages a sum equivalent to (25%) twenty five percent of the entire contract price, See Terms and Conditions for explanation of this right.

I agree to the Terms and Conditions as set forth by American Mechanical, Inc., I acknowledge that I have been quoted the contract price of \$4,500.00 by Raymond Hedin and hereby authorize said company to proceed with services and installation of the products and services listed above.

Notice: Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods and services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

Sign here

Date

American Mechanical Incorporated Terms and Conditions

Waiver of Rescission: In the event of an emergency, and due to emergency repair, I waive my right of rescission so work can be performed immediately to mitigate any damages to my home. I understand my right of rescission as stated below (Buyers Right to Cancel);

Buyers Right to Cancel: You the buyer may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. If the buyer cancels this contract after the third business day from the date of this transaction or at any time after signing a waiver of buyer's rights of rescission of said contract, buyer agrees to pay the company as liquidated damages a sum equivalent to 25% of the entire contract price. If you decide to cancel this transaction, you may do so by notifying us in writing by email or by personal delivery.

Responsibility of Buyer: You, the buyer, agree that any information or measurements given to American Mechanical Inc. are correct and complete. Any special work deemed the responsibility of the buyer and described in this proposal is agreed to be completed in a timely manner. American Mechanical Inc. ('Company') warrants the scope of work agreed upon above will be completed in compliance with all local requirements for building permits, inspections, and zoning. You, the buyer, warrant that except as described in the request for service, all electrical, plumbing, HVAC, gas, and generator services located on the property are in good repair and condition and agrees to indemnify the Company for any defective conditions that exist prior or that occur after performance of the Services through no fault of the Company. You, the buyer, are responsible for protecting the components for which Company provides from future damage and shall follow all instructions provided in maintaining and protecting such components. You, the buyer, are responsible for removal or protection of personal property, inside and outside of the residence and/or structures, including but not limited to carpets, rugs, shrubs and plants, and Company shall not be responsible for said items unless otherwise specified in this Contract. You, the buyer, are responsible for protecting the components for which Company provides from future damage and shall follow all instructions provided in maintaining and protecting such components. Company shall not be held responsible for natural consequences of Company's work which may cause damage to improvements to real property and appurtenances to the residence. Buyer agrees to abide by the payment terms, and Company shall retain title to any equipment or materials furnished until Company receives final and complete payment. If the settlement is not made as agreed, Company shall have the right to remove same and the Company will not hold responsibility for any damages resulting from the removal thereof.

PAYMENT TERMS: This Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard to its conflicts of law principles. The exclusive venue for all legal action based on, or arising out of, under or in connection with this Agreement shall be in the State and Federal Courts for the City of Virginia Beach. I, the buyer, agree to pay the total balance due and am aware if this invoice is not paid within 30 days of due date, I agree to pay 1.5% (18% annual rate) or the maximum allowed in the state of residence on the unpaid balance. If this invoice is placed for collection, I agree to pay Company's collection costs, attorney fees and court costs. Each party acknowledges and agrees that any controversy that may arise under this Agreement is likely to involve complicated and difficult issues, and therefore the parties knowingly, voluntarily and intentionally waive any right which any party may have to trial by jury in respect of any proceeding, litigation or counterclaim based on, or arising out of, under or in connection with this Agreement or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party. Under no circumstances shall Company be liable for special, incidental or consequential damages (including but not limited to, loss of the use of the subject property, damage to any property not furnished by Company, or attorney's and/or expert fees and costs) regardless of the form of action or legal theory under which any claim is asserted. In the event company prevails in litigation, company shall be entitled to recover all attorney's fees, expert fees and costs of litigation.

ESTIMATE AND PROPOSAL: American Mechanical Inc. offers to furnish and arrange for its delivery and installation as specified on the contract and/or attached sketches and specification sheets for the total cash price shown. The installation department must approve this offer. If this is a credit sale or a payment on completion sale, it must be approved by the Credit Department. If this proposal is not approved or the installation cannot be made in accordance with the laws of this offer, this offer will be withdrawn, and all payments previously made by Buyer will be refunded within 10 days. Any materials left over after the installation has been completed are American Mechanical Inc.'s property and will be removed by American Mechanical Inc. Any changes to proposal must be made in writing, signed by both parties, and any deposits collected before the work can be performed. Proposals maybe subject to be withdrawn by the Company if not accepted within 30 days.

INSTALLATION: I understand that American Mechanical Inc. will install equipment and/or materials. American Mechanical Inc. is not responsible for any materials, equipment, and/or installation previously performed by another company, or any pre- existing conditions that are not being addressed at the time of repair or installation. Any time estimate for completion of the job is only an

estimate and may be impacted by weather, permit delays, inspection delays, availability of material, etc. Delays caused by the above events do not constitute abandonment and are not included in calculating time frames for payment or performance.

AUTHORIZATION: I authorized American Mechanical Inc. to (1) arrange to make the installation of materials, (2) issue a work order for this installation, (3) inspect the installation and (4) pay American Mechanical Inc. when the installation is complete. This Agreement is not assignable without the written consent of both parties. This is the entire agreement, which includes the accepted proposal and any invoices. The parties are not bound by any oral expression or representation. This Agreement binds jointly and severally all signing as Buyer, their heirs, representatives, and successors. Any modifications to the Contract, change orders or estimated completion date, must be in writing signed by both parties.

DELAYS IN INSTALLATION: I agree that American Mechanical Inc. is not responsible for delays in delivery or installation due to fire, weather, strikes, war, government regulations or any other causes beyond American Mechanical Inc.'s control. Any time estimate for completion of the job is only an estimate and may be impacted by weather, permit delays, inspection delays, etc. Delays caused by the above events do not constitute abandonment and are not included in calculating periods for payment or performance.

ORAL AGREEMENTS OR CHANGES IN PROPOSAL: You, the buyer, understand there are no oral agreements. Scope of work to complete repair/replacement from American Mechanical Inc. has been included on this proposal. Nothing can be changed in this proposal unless it is in writing on a separate form signed and accepted by buyer and American Mechanical Inc. The parties are not bound by any oral expression or representation. This Agreement binds jointly and severally all signing as Buyer, their heirs, representatives, and successors. Any modifications to the Contract, change orders or estimated completion date, must be in writing signed by both parties.

WARRANTY INFORMATION: American Mechanical will give appropriate documents to buyer. Company warrants its services, from the date of performance of the services as follows with respect to the components replaced, repaired and/or serviced by Company. Company shall deliver to Client all warranty information in its possession. Client is responsible for compliance with any notice and claim procedure set forth. Company does not adopt and is not bound by any such product warranty.

AMERICAN MECHANICAL INC., INSTALLATION (LABOR) WARRANTY: In addition to any warranty extended to buyer on the American Mechanical Inc. merchandise involved, which warranty becomes effective the date merchandise is installed. Should the workmanship of any American Mechanical installation prove faulty, American Mechanical Inc. will address such faults to be corrected at no additional cost for the following services: HVAC labor warranty on system installations for two (2) years, Generator Installation labor warranty (1) one year, and service warranty on HVAC, Plumbing, Electrical and Generator repair work within (30) thirty days of repair being performed. The foregoing warranties are with respect to the Services provided only, and do not extend to the actual components. In the event of a failure of the components, (that is not a result of the Services), buyer shall be responsible for all necessary repairs subject to additional costs. If a defect in materials or workmanship covered by this warranty occurs, Company will with reasonable promptness during normal business hours remedy the problem. Company cannot and does not warranty any product provided by buyer or offer any warranty on products longer than the manufacturer's warranty. Company will not provide an itemized breakdown of material and labor for a flat rate job; however, Company will provide an itemized list of all materials used to perform the necessary repair upon request. Company is not responsible for work performed by or materials installed by anyone other than Company.

Virginia Contractor Transaction Recovery Fund: Consumer is hereby notified of the existence of the Virginia Contractor Transaction Recovery Fund. The Virginia Contractor Transaction Recovery Fund provides relief to eligible consumers who have incurred losses through the improper and dishonest conduct of a licensed contractor. To contact the Virginia Board for Contractors to discuss whether you are eligible to file a claim You may visit the Board's website at <https://www.dpor.virginia.gov/boards/contractors/> or you may reach the board by email at contractors@dpor.virginia.gov or by telephone at (804) 367-2785. Information may also be obtained from the Recovery Fund Office of the Department of Professional and Occupational Regulation at:

Recovery Fund Office DPOR
9960 Mayland Drive, Suite 400
Richmond VA 23233

Dryer Vent Cleaning

Dryer vents were last cleaned in March 2021 and Management understands that it is the Boards intention to have these cleaned every two years. Dryer Vent Wizards, the same company that provided the service in 2021, has provided a quote of \$1560, which is a \$72 increase from the 2021 service.

For comparison, The Fire Safety Guys have provided a quote of \$2,400.

Please note that although the CSC Serviceworks contract provides for semi-annual vent cleaning, this is only for the flexible ducts from the dryer to the wall and does not include the ducts from the wall to the exterior.



PROPOSAL FOR CLEANING OF DRYER VENTS FOR THE ALGONQUIN HOUSE CONDOS

DRYER VENT WIZARD of Southeastern VA

2600 Admiral Drive

Virginia Beach, VA 23451

T: 757-287-7439

Location of Project and Brief Description

The Algonquin House

7320 Glenroie Ave

Norfolk, VA 23505

Attn: Patrick Gasser, Association Manager

757-955-0340



Date: January 10, 2023

Prepared by: Nancy Cunningham,
Owner

Scope of Work

Dryer Vent Wizard of Southeastern VA will clean the dryer vents in The Algonquin House Condos laundry rooms (24 total dryer vents). It has been identified that the dryer vents run from behind the dryer to the exterior through a grated vent. There are 2 dryers per floor for 12 floors. Upon the Association Manager's approval, we will clean the dryer vents, using the interior cleaning method.

Method of Cleaning

Interior Cleaning Using a HEPA vacuum

We will clean the vents from the interior by removing the vents from the grates and the transition pieces and using a HEPA vacuum to clean all of the grates, pipe and transition venting.



Dryer Vent Wizard's Service Process

- We will work with the Association Manager to schedule the work.
- We arrive on time and in uniform.
- We clean up all of the lint from the cleaning of the vents to the best of our ability.
- Before we consider the job completed, we report any venting system problems (broken or non-working vents) to the Association Manager as well as recommend solutions for the problems.

Cost of Services

Dryer Vent Cleaning for each dryer \$65.00 per vent

Payment for the services:

Payment for cleaning is \$1,560.00 due upon completion of the job. (Any necessary additional work will be agreed to prior to any work being done and will be billed separately.)

Scheduling the Work

Once we are given approval to begin the work, we will contact the Association Manager to schedule the service.

Thank you for allowing us to provide services and safety to your community.
Please visit our website for further information about dryer vent safety.

Nancy Cunningham, Owner
Dryer Vent Wizard of Southeastern VA
757-287-7439
www.dryerventwizard.com

Accepted: _____
Title: _____

Date: _____

Accepted: _____
Dryer Vent Wizard of Southeastern VA

Date: _____

Quote is based on information provided and is valid for 60 days from date listed above. To expedite the completion of your project, please contact Dryer Vent Wizard upon approval of this quote.

Payment Terms
Client will be responsible for prompt payment - not any other third party. Late charges and interest are calculated at 1.5% per month on balances over 30 days. Client will be responsible for paying any interest or late fees associated with a past due invoice. An account will be considered delinquent if any receivable of DVW ages greater than 30 days. DVW reserves the right to cease services if an account becomes delinquent. Client will be responsible for any and all fees related to the collection of a bad debt including but not limited to professional fees from debt collectors, attorney's fees, and court costs.

Patrick Gasser

From: The Fire Safety Guys <firesafetyguysva@gmail.com>
Sent: Wednesday, February 15, 2023 8:41 PM
To: Patrick Gasser
Subject: Re: Algonquin - Request for Dryer Vent Cleaning Quote

Patrick

Glen went out this afternoon and inspected your property to give you an accurate quote for doing the dryer vent cleaning.

Our proposal is \$100 per dryer vent duct. Total cost of \$2400

12 floors 2 dryer vent units per floor

We will inspect and clean each dryer vent duct from the interior of the building making sure there is positive airflow and no blockages.

The dryer vent cleaning will be warrantied for 1 year from date of service.

Please let us know if you have any further questions

Best Regards,

Joe Soniak
owner/partner
7575601769



757-773-FIRE (3473)

www.firesafetyguysva.com

On Fri, Feb 10, 2023 at 1:55 PM Patrick Gasser <pgasser@theselectgroup.us> wrote:

Good afternoon,

Next week is fine. Let me know when.

Patrick Gasser

Unanimous Consent

Board of Directors
The Algonquin Association, Inc.

Algonquin Association Bylaws (December 2005) -
3.8.13

WHEREAS, the undersigned are the duly elected members of the Board of Directors of the Algonquin Association, Inc., and;

WHEREAS, after the Board Meeting of January 24, 2023, a recommendation was made to complete the repairs of damage in units 1B and 1C caused by the December 24, 2022 air handler rupture: this work includes the replacement of all damaged baseboards and repairs to drywall damage caused by the baseboard removals in Unit 1B, as well as installing a coaxial cable junction box to prevent drilling holes through the new baseboard. In addition, the work in 1C will include the repair and painting of all areas damaged during the December 24, 2022 event (replacement all baseboard and shoe molding that was removed during the flood, make minor repairs to drywall from baseboard removals, and paint the baseboards and a single wall where drywall damage extends above the baseboard line). The Board has determined that action is needed before the next scheduled Board meeting, and;

WHEREAS, the Board members reviewed, and approve by unanimous consent, the repairs listed listed above for a total of \$7,380, and;

NOW THEREFORE, BY THIS UNANIMOUS WRITTEN CONSENT, the Directors signify approval:

Sarah McPhillips, President

Date

William P. Ballard, Vice-President

Date

Barbara Klear, Treasurer

Date

Mark McElhaney, Secretary

Date

Judy McReynolds, At-Large

Date

Unanimous Consent

Board of Directors
The Algonquin Association, Inc.

Algonquin Association Bylaws (December 2005) -
3.8.13

WHEREAS, the undersigned are the duly elected members of the Board of Directors of the Algonquin Association, Inc., and;

WHEREAS, after the Board Meeting of January 24, 2023, a recommendation was made to complete the repairs to the drywall in units 2J and 3J that resulted from repairs to a drain line leak on February 11, 2023: this work includes the repair and painting of drywall in units 2J and 3J. The Board has determined that action is needed before the next scheduled Board meeting, and;

WHEREAS, the Board members reviewed, and approve by unanimous consent, the repairs listed above for a total of \$1,180, and;

NOW THEREFORE, BY THIS UNANIMOUS WRITTEN CONSENT, the Directors signify approval:

Sarah McPhillips, President

Date

William P. Ballard, Vice-President

Date

Mark McElhaney, Secretary

Date

Barbara Klear, Treasurer

Date

Judy McReynolds, At-Large

Date

Tesla Pools Contract Proposal

In the past, Tesla Pools has offered an “In Season” and an “Off Season” contract for pool maintenance and the Algonquin is currently operating under the 2022/2023 Off Season contract through April 30th.

For the pool season starting May 1, 2023 and ending April 30, 2024, Management has requested that these contracts be combined into a single contract. The proposed contract price is \$11,145 and it is included in your packet for consideration.

For comparison, the 2022 In Season and 2022/2023 Off Season contracts costs were:

2022 In Season - \$7,560

2022/2023 Off Season - \$2,400

Management has requested that the city permit fee and filing of the permit be included in the contract, which is an increased service compared to previous years.

The difference between the 2022/2023 contract totals and the 2023/2024 contract price is \$1,185 (Tesla Pool’s original contract proposal was for \$11,525 and when Management challenged the \$1,565 increase, Tesla Pools returned with a contract price of \$11,145).



Swimming Pool Management and Services

3917 Whooping Crane Circle,
Virginia Beach, VA 23455

Phone no.: 757.589.0979

Cell no.: 757.450.7183

Email: info@teslapools.us

CLIENT INFORMATION:

The Algonquin House
The Select Group

Address: 7320 Glenroie Ave,
Norfolk, Virginia 23505

February 23, 2023

Swimming Pool Maintenance

We are pleased to submit our Swimming Pool proposal and would like to thank you for considering Tesla Pools, LLC services.

2023 ON-SEASON POOL MAINTANACE

May 27th, 2023 to September 30th, 2023.

- **1 (one) visit daily** from May 27th, 2023 to September 30th, 2023 to maintain the swimming pool. **Total: 127 visits X \$ 65.00 per visit.**
- Each visit includes labor up to one (1) hour and basic pool chemicals.
- Scope of work per visit include: Balance chemicals, skim water surface, clean skimmer baskets, brush and vacuum pool, backwash filter system & clean strainer basket, provide written report.
- **City Pool permit application with permit fee is included in the agreement price.**

On-season Pool Maintenance price: \$ 8,255.00

2023/2024 OFF-SEASON POOL MAINTENANCE:

May 1st, 2023 to May 26th, 2023.

October 1st, 2023 to April 30th, 2024.

- **1 (one) visit per week** to maintain the swimming pool. **Total: 34 visits X \$ 85.00 per visit.**
- Each visit includes labor up to one (1) hour and basic pool chemicals.
- Scope of work per visit include: Balance chemicals, skim water surface, clean skimmer baskets, brush and vacuum pool, backwash filter system & clean strainer basket, provide written report.

Off-season Pool Maintenance price: \$ 2,890.00

We hereby propose to furnish material and labor to complete the work as per the above specifications for a sum of **\$ 11,145.00**

Terms of payments:	May 1 st , 2023 - \$ 665.00	June 1 st , 2023 - \$ 1,950.00	July 1 st , 2023- \$ 2,015.00
	August 1 st , 2023 - \$ 2,015.00	September 1 st , 2023 - \$ 1,950.00	
	October 1 st , 2022 - \$ 1,275.00	February 1 st , 2023 - \$ 1,275.00	

ACCEPTANCE: Acceptance of this Agreement by Client and Company through signatures below will constitute an agreement entered in accordance with the specifications, terms, and conditions (page 1 to 2).

Print name: _____ Signature: _____ Date: _____
The Algonquin House, The Select Group, Authorized Signatory

Print name: _____ Signature: _____ Date: _____
Tesla Pools LLC, Authorized Signatory

Terms and conditions to follow

Tesla Pools, LLC will provide the services as described in this agreement. Each visit includes up to one-hour labor and basic pool chemicals. Additional visits and emergency calls are available upon request and are free of charge. All work will be done in a professional manner.

Tesla Pools LLC will begin performing regular off maintenance on May 1st, 2023.

Client shall grant Tesla Pools LLC access to the swimming pool and its surroundings during regular business hours and other mutually agreeable times. Client shall furnish: all locks and keys; all cleaning equipment: hoses, mops, brushes, brooms, buckets, etc.

CHEMICALS: Tesla Pools LLC will supply all necessary chemicals to maintain pool: Chlorine, Muriatic Acid, Soda Ash, Sodium Bicarbonate, Cyanuric Acid, Calcium Harness and Clarifier, at NO additional charge.

SPRING OPENING: Service is not part of this agreement.

PERMITS: Tesla Pools LLC shall apply for and obtain Swimming Pool Operation Permits from City Health Department, and responsible for:

- Completing the Operating Health Department Permit Application and return it to the Health Department with Permit Fee.
- Clean and chemically balance pool to health department standards.
- Schedule pre-season health department inspection and meet the health department inspector at Client's pool to walk through the inspection with the health department inspector.

REPAIRS: Tesla Pools, LLC will credit Client with any minor repairs and parts up to \$100.00 and it will be included like a part of the regular maintenance services. Client shall pay Tesla Pools, LLC for any additional repairs or parts expensive than \$100.00 that may become necessary to the normal operation of the swimming pool. At the Client's request, Tesla Pools, LLC shall arrange any necessary work to be done and bill Client separately. Tesla Pools, LLC will advise Client with regards to any necessary major repairs.

WINTERIZATION: Service is not part of this agreement. Tesla Pools LLC assumes no responsibility for any freeze damage. Tesla Pools LLC recommends a certified plumber winterize all backflow preventers and inspect plumbing before water cut-off.

PAYMENTS: Client shall pay Tesla Pools, LLC monthly installment on the first day of month for off-season maintenance services to be performed during the rest of that month. The Invoices are due 15 days upon receipt. All past due invoices are subject to a late fee.

INSURANCE: Tesla Pools, LLC will provide Certificate of Insurance policy on request, indicating coverage amounts for General liability, Auto Liability Insurance, Umbrella Insurance and Workers Compensation.

DISCLAIMER: Tesla Pools LLC will not be responsible for any loss, injury or damage to any person or property sustained as result of use of the swimming pool, and due to acts of nature, fire, vandalism, misuse, or abuse. Tesla Pools LLC is not responsible for the performance of any chemicals it does not sell. Client should be aware of normal deterioration of equipment that occurs over time due to exposure to Service is available at the request of Client for an additional charge, chemicals and sunlight, and in some cases, other corrosive materials (i.e. Salt). Tesla Pools LLC is not responsible for any damages or deterioration caused by failure of Client to properly maintain pool and equipment between visits. If you have any complaints or concerns regarding frequency or completeness of service, please call Tesla Pools LLC as soon as possible after the service occurred or was scheduled to have occurred.

TERMINATION: Either party may terminate this agreement at will with a written 30 days' notice. Any payment for services rendered owed by Client shall be due and payable at the time this agreement is terminated. If Client terminates contract based on Tesla Pools, LLC's non-performance of duties, Client shall be entitled to a refund for money paid in advance or shall be responsible for a balance owed to Tesla Pools, LLC. Refund or balance owed shall be paid within five (5) business days after termination.

GOVERNING LAW: This Agreement shall be interpreted and governed by the laws of the Commonwealth of Virginia.

INDEMNIFICATION, LIMITATION OF LIABILITY: Client agrees that Tesla Pools, LLC shall have no liability for any claims, losses, bodily injuries, deaths, property and any damages or any legal or financial responsibility arising out of this Agreement. Client releases Tesla Pools, LLC and its personnel from any and all claims, losses, injuries, bodily injuries, deaths, property damages or any legal or financial responsibility arising out of this agreement, or for any reason other than the negligence or willful misconduct of Tesla Pools, LLC's personnel. Client shall indemnify and hold harmless Tesla Pools, LLC and its personnel from any and all claims, losses, damages, and expenses, including reasonable attorney's fees and costs, arising from and or related to any act, failure to act, or negligence on the part of Client or arising out of the use of pool premises for special events and activities or arising from mechanical failure of equipment, faulty or defective maintenance or construction of the pool premises. In no event, shall the indemnification and limitation of liability provision release either Client or Tesla Pools, LLC's insurers from those insurers' obligations to defend and to indemnify or any of their duties under the terms of policies of insurance or any policy.

Cooling Tower

Valve Replacement and Sump Pump

The following proposal from Damuth Trane is for two projects:

1) Valve Replacement

There is a valve in the ground just outside the cooling tower enclosure that isolates city water from the cooling tower, and it leaks by, allowing water into a normally winterized system. As a result, when the weather froze the piping in December, the water in the normally dry piping froze, and the first valve past the leaking valve burst. With this burst valve, the tower can operate, but the wasted water would greatly increase costs. Both of these valves need to be replaced and Damuth has provided a proposal of \$3,910.

2) Sump Pump Installation

There is a concrete vault in the ground in the cooling tower enclosure and several pipes pass through this below ground area. Normally, this is not a concern, but with the pipes now being insulated, any water that collects in the concrete vault will damage the insulation. Damuth Trane has provided a proposal to install a sump pump in the vault to prevent the collection of water and to protect the new insulation.

Management was reviewing this proposal and looking for alternatives and asked Damuth if drilling a few holes in the concrete vault would allow any collected water to percolate into the ground. Their response was that it was worth trying and the holes could be easily plugged if they were ineffective.



PROPOSAL

1100 Cavalier Blvd.
Chesapeake, VA. 23323
(757) 558-0200 Main
(757) 558-9715 Fax
(800) 768-4257 Toll Free
www.damuth.com

Client
Algonquin House
7320 Glenroie Avenue
Norfolk, VA 23505

Numbers QR23-10496 *Date* January 31, 2023

Job Name
Algonquin House
Cooling Tower Fill Valve Replacement

Attention: Patrick Gasser
PHONE: (757) 955-0340
EMAIL: pgasser@theselectgroup.us

Intent

It was noticed that an isolation valve in the pit near the cooling tower that provides fill water to the cooling tower has frozen and pushed apart. It was also noticed at the time that the pit was filling with water and there was no drain in the pit to prevent water from filling up and soaking the new insulation that is being installed. To return the cooling tower to proper fill valve operation and to prevent from future failures it is required to replace the fill valve at a minimum. Also proposed is a recommended option to install a sump pump in the pit to remove any water that may build up as a result of rain runoff.

Scope: Replace Failed Ball Valve in Pit

- Isolate water supply to cooling tower make up valve
- Remove mud and debris from make up water valve pit and isolation valve pit
- Replace make up water valve with new ball valve
- Provide and install one new isolation valve ahead of make up water valve
- Turn cooling tower make up water valve on and check for leaks

Damuth Trane's price for Option 1 is\$3,910.00

Add Option: Install Sump Pump to Preserve New Piping Insulation and Heat Trace

- Provide necessary electrical work to supply power to sump pump
- Provide and install one sump pump in pit at cooling tower
- Provide and install piping from new sump pump to existing cooling tower drain
- Provide and install power wiring to new sump pump in accordance with NEC

Damuth Trane's ADD price is\$5,577.00

Damuth Trane's TOTAL Price for ALL options is\$9,487.00

Notes:

1. Work to be performed during normal working times Monday – Friday 8:00 AM to 4:30 PM

Prices quoted are FIRM.
If estimates, Damuth Trane reserves the right to revise this quote as the work progresses and we acquire knowledge not available at the time of quote. Customer will be advised at that time of any change and before work progresses.

Authorized
Signature

Bryan Whitehorne
Account Manager



ACCEPTANCE OF PROPOSAL – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date of Acceptance _____

Signature _____

P.O. # _____

Price includes all taxes. See attached for terms and conditions of sale upon which this proposal is based.

General Terms and Conditions

1. **Acceptance and Prices.** This proposal is valid for thirty (30) days from the submittal date. If this proposal is not accepted within thirty (30) days from submission, the proposal is subject to revision or withdrawal.
2. **Payment.** The account is due and payable thirty (30) days from date of invoice. Finance charges of 1½% per month are assessed on account balances after thirty (30) days. In the event the account must be referred to an outside agency for collection, the buyer agrees to pay all fees incurred in the collection of the amounts due and otherwise enforcing these terms and conditions, including reasonable attorney's fees.
3. **Performance.** Damuth Trane will complete all work in a workmanlike manner according to standard trade practices and will guarantee our technical services for 90 days from completion, subject to the exclusions and conditions listed below.
 - a. All parts and equipment supplied by Damuth Trane carry the manufacturer's warranty. Damuth Trane does not separately warrant parts and equipment.
 - b. Provided further, no warranty on parts or labor is made unless the A/C system has been properly "cleaned up" and checked out before start-up in accordance with Damuth Trane recommendations and instructions and/or unless the compressor is rebuilt according to the manufacturer's instructions and specifications.
 - c. The owner/operator has the responsibility and obligation to supply proper and adequate power to the equipment covered by this warranty and to operate it properly according to the manufacturer's instructions. This parts and labor warranty does not apply if failure is caused by power deficiency, lightning, single phasing, phase reversal, negligent operation or maintenance, or circumstances beyond the control of Damuth Trane, such as vandalism, fire, or acts of God.
 - d. Damuth Trane shall have no liability whatsoever until the products or services that have been provided by Damuth Trane are paid in full. Notwithstanding any other provisions of this document, Damuth Trane's total liability shall be limited to the purchase price received for the goods and/or services provided by Damuth Trane.
 - e. THIS WARRANTY AND LIABILITY SET FORTH IN THE PRIOR PARAGRAPHS ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES EXPRESSED OR IMPLIED IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
4. **Access.** Damuth Trane and its subcontractors shall be provided access to the work site during regular business hours, or such other hours as may be requested by Damuth Trane and acceptable to the work site owner or tenant for the performance of the work, including sufficient areas for staging, mobilization, and storage. Damuth Trane's access to correct any emergency condition shall not be restricted.
5. **Indemnification.** Damuth Trane agrees to indemnify and hold harmless the Customer from any and all claims and liability for personal injury or property damage resulting from the acts of negligence or other misconduct by Damuth's employees or any party working under Damuth's direction. Customer likewise agrees to indemnify Damuth from any and all claims and liability for personal injury or property damage resulting from negligence or other misconduct by Customer's employees or any party working under Customer's direction. If the parties are both at fault, then this obligation to indemnify shall be proportionate to the relative fault of each party. The duty to indemnify will continue in full force and effect for two (2) years after Damuth Trane's work is completed, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS) OR PUNITIVE DAMAGES. EACH PARTY'S LIABILITY TO THE OTHER UNDER THIS SECTION SHALL BE LIMITED TO THE PURCHASE PRICE PAID OR RECEIVED FOR THE PRODUCTS AND/OR SERVICES PROVIDED HEREUNDER. IN NO EVENT SHALL DAMUTH TRANE BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.
6. **Environmental Hazards and Dangerous Substances.** This proposal expressly excludes any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environmental hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of this agreement elsewhere contained which may authorize or empower the purchaser to change, modify, or alter the scope of work or services to be performed by Damuth Trane shall not operate to compel Damuth Trane to perform any work related to hazards without Damuth Trane's express written consent.
7. This Agreement and all related contract documents shall be governed by the laws of the Commonwealth of Virginia, without giving effect to its conflict of law principles. Both Customer and Damuth Trane agree that any disputes between them arising out of this Agreement and all related contract documents must be decided by litigation. The parties agree that the exclusive forums for litigating any such disputes will be either the Circuit Court for the City of Chesapeake, Virginia, or the United States District Court for the Eastern District of Virginia, Norfolk Division. The parties agree that they will waive trial by jury and try all matters before a judge in the exclusive forums set forth in the preceding sentence.
8. **Entire Agreement.** This instrument includes the entire agreement between the parties. Any modifications or amendments must be in writing and signed by both parties.



Carter Cat Proposals

Annunciator Panel:

Maintenance Staff recently found the generator annunciator panel in a box in storage. Management is unsure why this was not installed and requested a proposal from Carter Cat, who claims that it was not part of the generator installation. In addition to the Carter Cat proposal of \$1,378 to hang and hook up the panel, an electrician would be required to install conduit and cable from the generator to the panel location because Carter Cat does not perform this work.

Management recognizes that the Algonquin has operated without an annunciator panel and having one is not required. Management has not pursued a quote from an electrician, pending interest from the Board.

Replace Governor Actuator:

Carter Cat was onsite to replace the Emergency Stop button on the generator and during testing, noticed the generator was not maintaining 60Hz, even when unloaded, and the technician had to make manual adjustments. While investigating why the generator was not maintaining 60Hz, they found the electronic governor was oozing insulation and they recommend replacing it as this problem will get worse.

Please note that Carter Cat charges a \$535 travel fee for each of these projects and when Management asked if the two charges could be combined if both projects were approved, Carter Cat declined.



LET'S GET TO WORK

Estimate Number :Q2117662-01
Prepared By :VICTORIA ROBERTS

Estimate Date :2023-02-17
Valid Until :2023-05-18

We are providing the following repair estimate for the services identified below

PREPARED FOR

Customer Name :THE ALGONQUIN ASSOCIATION
Address :
7320 GLENROIE AVE
NORFOLK 23505

Make Model Serial Number Unit Number
GENERAC CG080 2017717

WORK TO BE PERFORMED

Table with 4 columns: Segment, Description, Type, Amount. Contains two rows of work items with detailed descriptions.

Summary table with 2 columns: Description, Amount. Includes totals for Firm Price Items, Estimated Items, Repair Supplies, Environment Chg, Pre-Tax SubTotal, Virginia Sales Tax, and Total (including tax).

This Estimate does not include freight, taxes, or environmental charges unless otherwise stated. The above estimate covers only the work described herein. Any additional work will be performed only after customer authorization.

This Estimate does not obligate Customer or Carter in any way. Should Customer later request Carter to perform the work, and if Carter agrees to do so, the work will be done in accordance with Carter's Customary Terms and Conditions as contained in its standard forms, and the cost will be based on the work actually performed and on prices in effect at the time.

Did you know that Carter Machinery can finance your repair? Please contact your Carter Machinery Parts and Service sales rep or local Carter Machinery branch store.



LET'S GET
TO WORK.

Carter Machinery
Service Repair Estimate
Q2117662-01

Your dealer contact:
VICTORIA ROBERTS
EPG SERVICE ADVISOR
Phone: 757-995-7556
E-mail: VICTORIA_ROBERTS@CARTERMACHINERY.COM

Customer Signature: _____ Date: _____

Customer Email: _____ Purchase Order: _____

SUBJECT TO CARTER'S STANDARD TERMS AND CONDITIONS



CAT

EMERGENCY STOP	OVERCRANK	HIGH COOLANT TEMPERATURE	LOW COOLANT TEMPERATURE	LOW OIL PRESSURE	OVERSPEED	LOW COOLANT LEVEL	LOW FUEL LEVEL	CONTROL SWITCH NOT IN AUTO	HIGH BATTERY VOLTAGE	LOW BATTERY VOLTAGE	LOW CRANKING VOLTAGE	BATT CHARGER AC FAILURE	EPS SUPPLYING LOAD	ENGINE RUNNING	ENGINE EMISSIONS SYSTEM FAILURE	MODULE NETWORK STATUS

356-0635 3





LET'S GET TO WORK.

Estimate Number:Q2117661-01
Prepared By:VICTORIA ROBERTS

Estimate Date . . . :2023-02-17
Valid Until:2023-05-18

We are providing the following repair estimate for the services identified below

PREPARED FOR

Customer Name :THE ALGONQUIN ASSOCIATION
Address :
7320 GLENROIE AVE
NORFOLK 23505

Make Model Serial Number Unit Number
GENERAC CG080 2017717

WORK TO BE PERFORMED

Table with 4 columns: Segment, Description, Type, Amount. Rows include TRAVEL TO/FROM PACKAGE GENERATOR SET, REPLACE GOVERNOR ACTUATOR, and summary rows for Total of Firm Price Items, Total of Estimated Items, REPAIR SUPPLIES, ENVIRONMENT CHG., Pre-Tax SubTotal, VIRGINIA SALES TAX, and Total (including tax).

This Estimate does not include freight, taxes, or environmental charges unless otherwise stated. The above estimate covers only the work described herein. Any additional work will be performed only after customer authorization.

This Estimate does not obligate Customer or Carter in any way. Should Customer later request Carter to perform the work, and if Carter agrees to do so, the work will be done in accordance with Carter's Customary Terms and Conditions as contained in its standard forms, and the cost will be based on the work actually performed and on prices in effect at the time.

Did you know that Carter Machinery can finance your repair? Please contact your Carter Machinery Parts and Service sales rep or local Carter Machinery branch store.

Your dealer contact:



LET'S GET
TO WORK.

Carter Machinery
Service Repair Estimate
Q2117661-01

VICTORIA ROBERTS
EPG SERVICE ADVISOR
Phone: 757-995-7556
E-mail: VICTORIA_ROBERTS@CARTERMACHINERY.COM

Customer Signature: _____ Date: _____

Customer Email: _____ Purchase Order: _____

SUBJECT TO CARTER'S STANDARD TERMS AND CONDITIONS

Convergent Technologies Contract Proposal

Convergent Technologies is responsible for the annual testing of the fire alarm panel and with the exception of (slightly) preferred pricing in the event of a needed repair, no other services are provided in the contract.

The contract requires that the contract price be paid in full within one month of the contract signing, regardless of when the testing is due. When Management challenged this requirement, Convergent declined to make any changes.

The 2022 fire alarm panel testing was due in June but was not completed, and Convergent was not aware of this until Management requested test reports. As a result, the testing scheduled for February 24, 2023 is being paid for by the 2022 contract and the next fire alarm panel test is not required until February 2024.

Since the 2023 testing is already paid for, and the annual contract price is due at contract signing, Management recommends not signing the 2023 Convergent contract and waiting until January 2024 to sign a service agreement. This would put the panel testing and contract payment in the same month, making it less likely that the testing will be missed.



Algonquin House Condo
CUSTOMER SUPPORT
PROGRAM

CUSTOMER SERVICE PLAN PROPOSAL

Date: 2/7/2023

Quotation #: SM17531334CSP

To: Algonquin House Condo
7320 Glenroie Road

Attn: Algonquin House Condo

We are pleased to provide this proposal for your consideration. This quotation is valid for THIRTY (30) days.

CSP OVERVIEW AND INTRODUCTION

Thank you for considering Convergent as your service provider of choice. The intent of this Customer Support Program (CSP) is to assist you in maintaining your system(s), minimizing malfunctions and associated downtime. Our goal is to work with you to maintain the integrity of the system and to assist you in providing a safe and secure environment for your occupants.

CSP agreements provide the following additional value.

- A properly planned Customer Support Program (CSP) will optimize the performance and integrity of your systems and extend the life of the systems without compromise to occupant safety and compliance.
- Perform comprehensive testing of systems and equipment to ensure and validate system integrity and functionality.
- Identify and list system deficiencies or facility modifications at the time of test and inspection that may impact equipment and system performance.
- Retain the expertise and experience of trained and/ or factory-certified technicians for the ongoing service of your systems.
- Provide testing and service documentation to demonstrate compliance with requirements as needed.
- Avoid false alarms, tenant interruption, and business downtime.

STANDARD SERVICES

- **MULTI-YEAR PROGRAM COMMITMENT**
Convergint is committed to establishing long-term agreements at mutually agreed pricing. When a customer agrees to purchase a multi-year support program from Convergint (3 years and above), the annual cost will be remained fixed at the first-year price.
- **PREFERRED PRICING**
Predictable costs by means of pre-established labor rates and material costs in accordance with Convergint's published rates and associated discounts.
- **SERVICE DOCUMENTATION**
Each system-testing and service call will be documented utilizing an inspection report and/or work order completed by our assigned Customer Support Specialist. The Specialist's job will not be complete until their testing and/or service call is formally documented and presented to a designated customer representative.
- **PREFERRED PRIORITY SERVICE RESPONSE**
As a Convergint CSP customer, you will be given priority for emergency service calls. Specific response times are identified under the Customer Support Program Implementation section of this proposal.
- **TRAINED AND QUALIFIED RESOURCES**
A professional team of certified and qualified personnel deliver services performed by Convergint. Field technical personnel are also equipped with the proper tools and information necessary to perform their jobs.
- **TELEPHONE SUPPORT AND CONSULTATION**
Telephone diagnostic support is available for all CSP customers. Our on-call technicians will provide diagnostic and troubleshooting support to help reduce your costs by trying to resolve issues prior to our arrival.

OPTIONAL SERVICES

Monitoring Service **Included (Ref Separate Proposal for Cost and T's & C's)** **Excluded**

Provides customers with monitoring services providing customers with 24/7 facility alarm protection. Utilizing a third-party monitoring service, Convergent provides customers with fully redundant monitoring services resulting in an extraordinarily reliable monitoring network. Customers have access to monthly reports and have the ability to administer account information from a secured internet connection. This means that Convergent, or customers themselves, can change emergency contact names and associated numbers directly from any internet connection.

Preventative Maintenance **Included**

Excluded

On a scheduled basis, Convergent will provide systems preventive services for components listed within the equipment list contained herein. All preventive maintenance testing will be performed in accordance with manufacturer's recommendations and will address areas that can adversely affect system performance. Preventive maintenance will include a visual inspection and functional test of system components.

Program Discretionary Fund **Included** **Excluded**

We understand the difficulty that customers face securing capital expense dollars to upgrade older technology or replace failed components. Our customers now decide how much money to include in the Program Discretionary Fund. The fund is intended to be used for repairs and/ or upgrades to the system. Throughout the year, as parts are replaced or upgrades are implemented, the amount required to pay for these services will be deducted from the funding included in the Customer Support Program. This will be tracked throughout the year so that both the customer and Convergent know exactly what the latest balance is for this fund. This Program Discretionary Fund will be required to be spent during each annual agreement period.

Comprehensive Labor Coverage **Included** **Excluded**

For these customers seeking to manage their financial risk associated with service and repair labor, this option is intended to provide comprehensive labor coverage upfront for:

1. Service Calls
2. System Troubleshooting & Diagnostics
3. Component Repair Labor

Comprehensive Equipment Coverage **Included** **Excluded**

Comprehensive equipment coverage includes the replacement of failed system components noted in the bill of material at no additional cost. This allows customers to fix their potential financial risk that can be associated with unexpected repairs and/ or failed components. Please note that failed or damaged equipment is based on the conditions noted in the terms and conditions of this proposal and excludes such items as natural causes or intentional damage.

Note: Components will be replaced with same or similar technology available at the time of such replacement. Technology upgrades or system enhancements are not included as part of this coverage option. The Program Discretionary Fund may be used for these types of upgrades, of selected by customer in this agreement.

Remote Online Diagnostics **Included** **Excluded**

Utilization of industry standard authentication technology to remotely access your system and resolve technical issues in real time resulting in a savings of both time and system downtime. A Convergent Support Specialist, with the support of a screen sharing session, will work directly with your personnel for initial call support and troubleshooting. If the issue cannot be resolved online, a more refined service response will result including the dispatching of a service representative.

Embedded Specialist **Included** **Excluded**

The Embedded System Specialist will report directly to Convergent, with day-to-day accountability to our customer. Specific goals will be established and progress against these goals will be measured quarterly during a formal goal review meeting. The Embedded System Specialist shall manage and administer standard, operational procedures, and assist personnel in day-to-day system operations, this option provides customers with a dedicated resource ensuring system integrity, standardization, and continuity. This is accomplished through program management, technical skills, and innovative communication tools.

Priority Emergency Service Response **Included** **Excluded**

We realize that many customers require a more immediate response to service calls deemed to be priority one. By selecting this Priority On- Site Response option, Convergent will commit to responding to these service calls in (4) hours instead of the standard (8).

Staff Training **Included** **Excluded**

Provides scheduled system training service for your staff. Convergent will provide annual training designed to improve the knowledge and efficiency of your client personnel. Training will be customized to your specific facility and system(s) and will typically include the following topics: system architecture, overall system operation, alarm response procedures, troubleshooting techniques, management report generation, etc. the benefit of this training is that your staff will become more familiar and comfortable with the system(s) and be able to respond effectively and efficiently to alarm situations.

iCare Executive **Included** **Excluded**

This value- added online service tool includes all the features of iCare Manager plus: real-time status, metric and custom report, access to "My Document Library" (i.e., document sharing platform), administrative privileges, and customized email notification.

Annual Software Support Included Excluded

Provides customers with a software support plan that allows them to keep pace with software revisions and advancements as made available by manufacturers. Such revisions will keep systems operating with the latest technology. With the proliferation of technology, software support is invaluable to those customers desirous of keeping their systems current. Covered software is identified in the equipment list of this proposal.

With the increase of cyber-attacks, manufacturers typically require some level of software support as they constantly address threats that arise as a result of having a system on the network. Please work with your Account Executive to discuss the levels of software support available.

Annual Software Upgrade Included Excluded

***This description should note the difference between software support licenses and the actual upgrade of the software which may be very different.

System Administration and Data Redundancy Services Included Excluded

Convergent will supplement your internal system administration support by providing valued front- end database management services. This valued service is intended to minimize system downtime and to ensure the system database is fully backed- up in the event of losing your valuable information. Services may include:

1. System programming changes
2. Standard & custom report set- up and report generation
3. On- site or web- based system database back- up
4. General front- end system diagnostics

Battery Testing Included Excluded

Over time, the batteries lose their ability to provide standby power required by the system in the event of primary power failure. For this reason, batteries should be replaced at specified intervals from date of manufacture or in accordance with manufacturer requirements. The only way to be assured the batteries will work is through proper load testing. This testing will be performed as required during a scheduled Test and Inspection visit. Replacement of batteries is excluded from this proposal.

Customer Asset Reporting Included Excluded

Customer asset reporting includes the process of applying registered barcodes to system devices and loading their relevant information into a web- based database. Within 24 hours following the inspection, an on- line database and associated report of the system test will be made available for viewing, downloading, printing, or emailing. This maintenance information can be retrieved anywhere using a standard internet browser. Convergent's web-based reporting system provides immediate documentation to building owners and managers that their systems are being tested and inspected according to manufacturer's requirements and in a timely manner.

Storage Analysis **Included** **Excluded**

Systems are installed based on calculations provided during the design of the original project. Over time, several variables can impact the storage of your system records (e.g., scene complexity, amount of motion, light levels, etc.). This option includes an analysis of the recording to verify you receive the storage you require. In the event that the storage is lower than desired, Convergent will discuss the available options. Upgrade of the system storage may require additional pricing.

Cybersecurity **Included** **Excluded**

Convergent will utilize a Privileged Access Management (PAM) application to manage and audit device passwords used to secure system installed in customer facilities. During the initial first- time use password and additionally, once a year, passwords will be created to meet or exceed industry best practices in accordance with NIST Cybersecurity Framework. Convergent's PAM functions as a stand-alone, AES-256-bit encryption cloud- based database accessed only through two factor authentication and role- based access. There is no integration or direct connection between Convergent's database of passwords and systems on premise. Twice a year, Convergent specialists will install the latest security system updates and patches to correct security and functionality problems in software and firmware; significantly reducing the opportunity for exploitation.

Edwards System Technology (EST) 5-year warranty **Included** **Excluded**

Convergent has provided a 5-year product warranty on all newly installed EST material in accordance with the EST warranty policy. This extends the standard 1- year product warranty to 5 years. Convergent's ability to honor this warranty is contingent upon Convergent being the contracted inspection and maintenance provider. Labor to replace material covered under this warranty program shall be provided on a time and material basis in accordance with that rates specified in this proposal. Vandalism, "Act of God", Dirty Smoke & Duct detectors are not covered under warranty.

CLARIFICATIONS, QUALIFICATIONS, AND EXCLUSIONS

Please reference the clarifications, qualifications, and exclusions noted below.

1. Convergent shall be provided unobstructed access to all devices in the building during the system test and inspection.
2. Convergent reserves the right to propose an annual adjustment to the CSP program cost if additional devices or appliances are added to the system during the term of the agreement.
3. Testing of the system does not include troubleshooting of pre-existing system conditions (ground faults, etc.).
4. Printouts of the existing system databases shall be made available to Convergent for validation of point count and device type.
5. Waterflow and sprinkler supervisory testing are dynamic tests assuming inspector's test points are available, and drains are installed. Otherwise, simulated tests shall be performed at the monitoring device.
6. The device quantities listed are approximate counts that were estimated during the site walk. All currently installed devices will be included in the inspection.
7. This proposal pricing is based on a 2 Years Customer Support Program package deal. Rates are subject to change if services are individualized.
8. For comprehensive coverages on Fire Alarm Panels, not installed by Convergent Technologies, parts and/or labor will not take effect until the system has been fully inspected by Convergent Technologies and all deficiencies have been corrected.

Convergent's Responsibilities

- a. Company will, once annually, inspect, adjust, clean, lubricate as required, and test the operation of the Equipment.
- b. Company will provide the necessary corrective maintenance (the "Corrective Maintenance") upon Customer request to correct a malfunction and will place the Equipment in operating condition, subject to the Exclusions contained in Section 3. Unless the Corrective Maintenance service call is covered by this Agreement, Customer will be billed separately pursuant to the customary billing rates of Company in effect at that time.
- c. Company will replace parts and/or assemblies in order to return the Equipment to its operating condition, subject to the Exclusions in Section 3. The parts replaced will relate only to the Equipment covered by this Agreement.
- d. Company will provide on-site service for the Equipment during the normal following hours, excluding Federal Holidays.

Customer Responsibilities

- a. Customer agrees to cooperate in the care of the Equipment and to promptly notify Company in the event of any malfunction in the operation of the Equipment. Requests for service are accepted by phone or online at iCare.convergint.com
- b. Customer agrees to give Company employees and representatives full and free access to the Equipment for the purpose of performing the required service hereunder. It is the responsibility of Customer to provide a safe working environment and safe access to Equipment for technicians. The final determination of a safe working environment will reside with the technician.
- c. Customer agrees that when service must be provided when cash, negotiable securities, and other valuables are readily accessible, Company employees and representatives shall always be accompanied by Customer's employee or representative.
- d. Customer agrees that additional equipment of like nature may be added to this Agreement at the same pricing rates as included herein and prorated to match the applicable coverage dates. Equipment coming out of warranty will automatically be added to your contract to prevent lapse of coverage.
- e. Payment is acceptance of terms of this agreement.
- f. Customer agrees to obtain and pay for all permits and licenses, and to discharge any fines, imposed by any governmental body or agency relating to the Equipment, its operation or malfunction.
- g. Customer acknowledges that it is its sole responsibility to determine the nature and extent of alarms and other security devices and measures necessary to protect its Equipment and other property, which is not in the possession of Company. Company shall not be liable for losses made possible or arising out of Customer's or any of its contractor's failure to provide, maintain, use or properly monitor and respond to alarms and other security devices necessary to protect Customer's Equipment and other property.
- h. Customer will indemnify and defend Company, its officers, employees, representatives and agents against and hold them harmless from, without limitation, any and all liabilities, losses, costs, damages, claims, expenses, attorneys' fees, expenses of litigation, judgments and encumbrances brought, suffered or incurred by Company or third parties attributable to the acts or omissions of Customer, its employees, officers, agents, representatives or agents, while engaged in the performance of their duties under this Agreement.

Exclusions

- a. In the event of a failure of the Equipment to function due to: burglary, storm, power surge, power failure, fire, flood, war, riot, civil commotion, other acts of God, rodent/insect issues, settling of walls or foundation, abuse or usage of Equipment for purposes other than designed and/or intended or work performed by other than Company employees or representatives, Company shall have no obligation to perform any services whatsoever. Necessary repairs created by these conditions shall be billable to the Customer in full pursuant to the customary billing rates of Company then in effect.
- b. Problems related to network issues, communication issues, source voltage problems and other issues not directly related to Equipment components, circuitry or software are not covered under the terms of this Agreement.
- c. Consumable items are not included under this Agreement, such as carriers, print heads, batteries and other items consumed during normal use of the Equipment.
- d. When in Company's evaluation, the Equipment or any major sub-system or major component thereof as so classified by Company 1) becomes worn out due to normal wear and tear or, 2) becomes obsolete or outdated due to advances in technology, Company will submit to the Customer a cost estimate for its replacement. If the Customer does not authorize such replacement (the cost of which is outside of this Agreement,) Company may terminate the portion of this Agreement which covers the affected Equipment.
- e. Company will not be responsible for failure or delay, or the consequences thereof, in rendering service occasioned by any circumstances beyond its reasonable control.
- f. The Annual Agreement Fee does not include costs for parts or labor incurred by Company for relocating equipment, changing set-up, changing original features or functions, modifications, or any major overhaul of the Equipment. If any Equipment is relocated, altered, or serviced by persons other than Company representatives during the term of this Agreement, then Company shall have the right to inspect the Equipment for any damage which may have occurred, and Company shall have the right to charge customer for parts and labor required to repair such Equipment at its prices and rates then in effect. If Customer refuses such inspection or repair, then Company has the option to delete such Equipment for coverage hereunder.
- g. This Agreement covers only the services detailed herein that Company is expressly agreeing to undertake. Any service not expressly provided by Company herein is specifically not covered under this Agreement. If Company is requested to provide emergency service outside the times set forth above, which service Company shall have the right to elect or not elect to undertake in its sole discretion, Customer agrees to pay Company overtime rates for hours worked or traveled during such times.

BILL OF MATERIAL

The following bill of materials is intended to establish the baseline for this proposal. This bill of material is not intended to be a comprehensive list of all system parts.

Line	Qty	Annual Freq	Description
1	2	1	Control Panels (main/ remote)

Software Support Agreement (SSA/SUSP)

The following bill of material is intended to establish the baseline for this proposal. This bill of material is not intended to be a comprehensive list of all system parts.

SERVICE RATES			
Current labour rates	Business Hours (8:00am to 5:00pm)	After hours (Monday- Saturday)	Sunday & Holiday
Standard Rates	\$145.00	\$217.50	\$217.50
CSP Rates	\$135.00	\$202.50	\$202.50

- Emergency service and T&M work will be subject to a two- hour minimum.
- Same day emergency requests are subject to afterhours rates.
- Rates are subject to change without notice and application at the time of service.

BILLING CONTACT

AGREEMENT DETAILS					
CSP Start Date	2/7/2023				
CSP Duration	2 Years				
	Year 1	Year 2	Year 3	Year 4	Year 5
Total Annual Cost	\$ 1381.84	\$ 1381.84			
Sales Tax	Price excludes applicable sales tax				
Payment Schedule	The CSP will be invoiced annually in the first month of the agreement period unless mutually agreed otherwise.				

Please provide all applicable billing information and point of contact for coordination and questions.

Customer Name	_____	Attn	_____
Address	_____	Work Phone	_____
Suite (If Applicable)	_____	Cell Phone	_____
City, State & Zip	_____	Email	_____

This pricing is valid for 30 calendar days from the date of this proposal. To accept this proposal, please sign and date below and return to Convergent.

By signing below, I accept this proposal and agree to the Convergent CSP Terms and Conditions Version 1.09 dated October 2021 contained herein.

Customer Name Date

Authorized Signature Printed Name and Title

1. Throughout this CSP Proposal, the term, "Convergent" refers to the Convergent Technologies' affiliate operating in the state/province in which the work is being performed, specifically, "Convergent Technologies LLC" or "Convergent Technologies LTD".
2. This CSP Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the services set forth in the attached scope of work ("Services"). The signed CSP Proposal represents the entire agreement between Convergent and Customer (the "Agreement") and may only be amended by a written document signed by both Convergent and Customer. The term of this Agreement will begin on the Services commencement date as specified in the attached scope of work ("Start Date") and continue for the period of time as specified in the attached scope of work ("Duration"). At the end of the Duration of this Agreement, the Agreement will renew automatically from year to year until terminated by either party with written notice to the other party thirty (30) days prior to the renewal date. Convergent reserves the right to modify the annual CSP Program Cost with notice to Customer prior to the end of any term of this Agreement. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.
3. This Agreement assumes the systems covered are in maintainable condition. If repairs are found necessary upon initial inspection by Convergent, a separate proposal for repair will be submitted for approval. Should this separate proposal be declined, all non-maintainable items will be removed from this Agreement and the CSP Program Cost adjusted accordingly.
4. Customer agrees at no cost to Convergent:
 - a. To provide access to all areas of the facility for the equipment identified in and/or relating to the List of Covered Equipment (as specified in the attached scope of work);
 - b. To supply electrical service as required by Convergent; and
 - c. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.
5. It is understood that repair, replacement and emergency service provisions apply only to the systems and equipment covered by this Agreement and identified in the List of Covered Equipment. Repair or replacement of non-maintainable parts of the systems such as, but not limited to, unit cabinets, insulating materials, electrical wiring, structural supports and other non-moving parts, is not included in this Agreement.
6. If UL Listed Monitoring is purchased, Customer shall be required to provide the account setup information contained in the Convergent Technologies Monitoring Service Agreement. Customer will also be required to execute the Convergent Technologies Monitoring Service Agreement prior to the implementation of monitoring service.
7. In the event that the systems, equipment or components included in the List of Covered Equipment are modified, repaired, have a peripheral device attached to them, or are adjusted (hardware or software) by someone other than a Convergent representative after the Start Date of this Agreement (hereinafter "Modification Event"), Convergent shall have the right to exercise any or all of the following options in response to this Modification Event:
 - a. Require that the Covered Equipment impacted by the Modification Event be subject to reacceptance testing by Convergent;
 - b. Require removal of the Covered Equipment impacted by the Modification Event from the List of Covered Equipment, so that the Services hereunder will not apply to such equipment;
 - c. Require termination of this Agreement upon thirty (30) days notice to Customer, at Convergent's option.
8. In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where such Services are to be performed, Convergent is entitled to stop providing its Services at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent, in its sole discretion, shall determine when it is "safe" to return to providing its Services at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.
9. Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure event. A Force Majeure event shall include, but not be limited to accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to a Force Majeure event, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.
10. This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Services are being performed. Customer acknowledges that applicable law or regulation may limit Customer's rights and impose obligations with respect to information or data obtained using software capable of obtaining what may in certain circumstances be characterized as biometric information (individually and collectively, the "Software") and agrees that Customer is solely responsible to ensure its own compliance with such laws or regulations. Customer shall completely indemnify, defend (including pay attorneys' fees and disbursements), and hold harmless Convergent, its affiliates, and any employees, agents, contractors or representatives of any of the foregoing from and against any and all losses, liability, damages, penalties, expenses, claims, demands, actions, or causes of action, judgments (finally awarded) or settlements (individually and collectively, "Liabilities") arising from or related to any intentional or negligent acts or omissions of Customer or any of its agents, affiliates, employees, or representatives arising from or related to the Software, any hardware, software, or other services associated with the Software, or the use of any of the foregoing by or on behalf of Customer, including but not limited to those arising from or related to Customer's failure to comply with applicable laws or regulations related to its use of the

- Software or any hardware, software, or other services associated with the Software, including but not limited to the Customer's failure to obtain any necessary consents from affected individuals or provide any necessary disclosures or protections with respect to the information of such individuals under any applicable privacy or data security law, but excluding matters for which Convergent has agreed to indemnify Customer from and against third party claims for copyright and trade secret infringement under the terms of the End User License Agreement for the Software between Convergent and Customer. Notwithstanding the foregoing, Customer and Convergent agree that Liabilities suffered by a third party (other than an affiliate of Convergent) which are an element of loss subject to indemnification under this paragraph shall be deemed direct damages.
11. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If Customer is overdue in its payment to Convergent, Convergent has the right to suspend performing the Services hereunder and charge an interest rate of 1and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer. Title to the Work, including any materials comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site. If materials are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, title with respect to such materials shall pass to Customer upon delivery to Customer site.
12. Any equipment or products installed by Convergent in the course of providing the Services hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request by Customer, Convergent will use all reasonable efforts to assist Customer in enforcing any such third-party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.
13. Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.
 IN NO EVENT SHALL EITHER CONVERGENT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CONVERGENT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT.
 It is understood and agreed by the parties hereto that Convergent is or may be providing monitoring and or intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. As required by the monitoring and intrusion industry and the manufacturers thereof, Convergent's indemnification obligation pursuant to Section 13 herein, does not apply to the extent the loss indemnified against is caused by any monitoring or intrusion product or software provided by but not manufactured by Convergent. Convergent shall have no liability to Customer for any losses to the extent such losses are caused by the monitoring or intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such monitoring or intrusion product or software provided by but not manufactured by Convergent.
14. Convergent shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence /aggregate
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$4,000,000 per occurrence/aggregate

 Commercial General Liability, Automobile Liability, and Excess/Umbrella Liability policies shall name the Customer as "additional insured" on a primary/noncontributory basis, with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy.
15. In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.
16. Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by Convergent.
17. Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown. All notices shall be effective upon receipt by the party to whom the notice was sent.
18. A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.
19. Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.



AKK Painting

6306 Orkney Court | Suffolk, Virginia 23435
757-309-6444 | info@akkpaintingllc.com | www.akkpaintingllc.com

RECIPIENT:

The Algonquin House

The Select Group
VA

SERVICE ADDRESS:

7320 Glenroie Avenue
Norfolk, Virginia 23505

Estimate #678	
Sent on	Feb 03, 2023
Total	\$8,250.00

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Front entrance	Sand all metal surfaces and make minor repairs as necessary. Apply two coats of an exterior DTM (direct to metal) semigloss paint to all metal surfaces. Surfaces to be painted are square posts, sliding doors with frames, window framing, 2"flashing above both sides of the canopies, and round posts opposite from doors.	1	\$2,850.00	\$2,850.00
Pumphouse	1. Pressure wash all exterior walls and surfaces of pumphouse 2. Front of pumphouse- Scrape all loose paint from walls and shower area. Apply an extreme bonding primer to all previously painted surfaces. Apply two coats of an exterior latex semigloss paint to walls. Shower portion will be an epoxy paint. Door and doorframe will be DTM 3. Rest of exterior walls-Apply two coats of an exterior masonry paint to all exterior surfaces of CMU walls and foundation. Including inside the gated storage area 4. Bathrooms-Apply two coats of an exterior masonry paint to walls in both female and male bathrooms. Floors will be an epoxy paint. Doors and doorframes will be DTM.	1	\$5,400.00	\$5,400.00

Total **\$8,250.00**

Price above includes all labor and materials.
Anything not being painted will be covered at all times.
Approximate duration of project is 4 to 5 days.
Project can begin in the spring or earlier.
Payment is required upon completion of the project.

This quote is valid for the next 30 days, after which values may be subject to change.



McKown Pressure Wash, Painting & Contracting
 3211 Lafayette Blvd
 Norfolk, VA 23509

Estimate

Date	Estimate #
1/4/2023	1016627

Contracting Office-757-578-2924
 Residential Office-757-631-2127
 Commercial Office-757-224-0879

www.mckownpressurewash.com
 Class A Contractors: # 2705149366

Financing is available for residential customers. Call today for a free estimate on your next project with us!

Customer

Algonquin House
 7320 Glenroie Ave
 Norfolk, VA 23505

Description	Qty	Rate	Amount
Scope of Work: Pool House Wash & Paint			
Pressure heated wash to remove dirt, mold, mildew., algae, oxidation & loose/peeling paint to prep surfaces for paint -exterior painted cinder block siding -men's & women's bathroom floor & baseboard areas Note: Clean up of paint chips included.	1	380.00	380.00
Cinder Block Siding: - Cover & protect all surrounding pool deck pavers - Apply up to (2) coats Sherwin Williams Loxon XP White to painted cinder block (3) Doors & Frames: - Sand down areas to remove rust as much as possible - Wipe down clean to prep for paint - Apply up to (2) coats Sherwin Williams ProIndustrial Waterbased Alkyd Urethane White *Note: Due to heavy rust on mechanical door, current condition of door & frame is not eligible for warranty.	1	3,460.00	3,460.00
Men's & Women's Bathroom & Outdoor Shower Floor Prep & apply (2) coats Sherwin Williams Armor Seal Tread Plex, color specifications to be provided to McKown			
Soffit Repair: Remove and replace 4 ft. of 3/8" plywood soffit	1	450.00	450.00
Created by Sharon McKeehan; Inspected by Andy Holland		0.00	0.00

By signing this estimate in approval of stated work this acts as a legally binding contract between McKown and client.
 Signature: _____

Total



McKown Pressure Wash, Painting & Contracting
 3211 Lafayette Blvd
 Norfolk, VA 23509

Estimate

Date	Estimate #
1/4/2023	1016627

Contracting Office-757-578-2924
 Residential Office-757-631-2127
 Commercial Office-757-224-0879

www.mckownpressurewash.com
 Class A Contractors: # 2705149366

Financing is available for residential customers. Call today for a free estimate on your next project with us!

Customer

Algonquin House
 7320 Glenroie Ave
 Norfolk, VA 23505

Description	Qty	Rate	Amount
<p>1 Year Workmanship/Labor Warranty * This Limited Warranty does not apply to any structural defects or failure of a previous paint application. Please contact our office for specific product warranty information.</p> <p>1 Year Workmanship/Labor Warranty Limited Lifetime Product Warranty * This Limited Warranty is valid on product applied by McKown if the coating peels or blisters during the lifetime of the Warranty. This Limited Warranty does not apply to any defect or damage resulting from structural defects, failure of previous paint or improper application.</p> <p>Terms & Conditions: 1. Notices for units will be provided by McKown to management prior to work being done but not distributed by McKown. McKown will distribute notices if given advanced notice & for a minimum fee of \$150.00. If notices are not distributed by management in due time & rescheduling of the work is required, there will be a \$500.00 charge to the Association. 2. Under state law, all discovered deteriorated building members must be removed and replaced and may place a halt on painting work. All due diligence will be done to get prior approval prior to executing change orders. Change orders will be completed on a time and material basis and complimented with photo documentation. 3. This estimate is based solely on a visual inspection. The extent of wood rot is not always visible until work begins. Should any additional repairs be needed, McKown will need to re-evaluate the original scope of work. Upon discovery of additional repairs, McKown will notify you as soon as possible. However, McKown will not ignore nor cover up any safety concerns involved with these repairs. This estimate is based on current material prices and may fluctuate based on demand at the time of job approval; additional fees may apply. This estimate is an approximation and is not guaranteed. This estimate is based on the information from the client regarding the project requirements during the inspection. Actual cost may change once all project elements are negotiated or finalized. Before any price changes, McKown will notify the client.</p> <p>Exclusions: A. Any work outside the above proposed scope of work B. Overtime working hours C. Furnishment of on-site electric and water D. Interior repairs other than noted E. Removal or replacement of deteriorated framing or sheathing other than noted.</p> <p>Payment Terms: All work to be performed by McKown totaling \$10,000.00 or more will require a 25% (twenty five percent) down payment prior to the commencement of work unless approved otherwise. Final payment is due upon completion of work. A 3% fee will be applied when using a credit card. Estimates totaling \$10,000.00 or more must be signed and returned to McKown.</p>		0.00	0.00

By signing this estimate in approval of stated work this acts as a legally binding contract between McKown and client.
 Signature: _____

Total	\$4,290.00
--------------	------------



McKown Pressure Wash, Painting & Contracting
 3211 Lafayette Blvd
 Norfolk, VA 23509

Estimate

Date	Estimate #
1/4/2023	1016625

Contracting Office-757-578-2924
 Residential Office-757-631-2127
 Commercial Office-757-224-0879

www.mckownpressurewash.com
 Class A Contractors: # 2705149366

Financing is available for residential customers. Call today for a free estimate on your next project with us!

Customer

Algonquin House
 7320 Glenroie Ave
 Norfolk, VA 23505

Description	Qty	Rate	Amount
Scope of Work: Pool House Wash & Paint - Unpainted Raw Brick			
Pressure heated wash to the unpainted raw brick on pool house remove dirt, mold, mildew & algae	1	155.00	155.00
Cinder Block Siding: - Cover & protect all surrounding surfaces - Apply up to (2) coats Sherwin Williams Loxon XP White to all unpainted decorative block around pool house	1	1,980.00	1,980.00
Note: Area will be need to be cleared prior to service			
Created by Sharon McKeehan; Inspected by Andy Holland		0.00	0.00

By signing this estimate in approval of stated work this acts as a legally binding contract between McKown and client.
 Signature: _____

Total



McKown Pressure Wash, Painting & Contracting
 3211 Lafayette Blvd
 Norfolk, VA 23509

Estimate

Financing is available for residential customers. Call today for a free estimate on your next project with us!

Date	Estimate #
1/4/2023	1016625

Contracting Office-757-578-2924
 Residential Office-757-631-2127
 Commercial Office-757-224-0879

www.mckownpressurewash.com
 Class A Contractors: # 2705149366

Customer

Algonquin House
 7320 Glenroie Ave
 Norfolk, VA 23505

Description	Qty	Rate	Amount
<p>1 Year Workmanship/Labor Warranty * This Limited Warranty does not apply to any structural defects or failure of a previous paint application. Please contact our office for specific product warranty information.</p> <p>1 Year Workmanship/Labor Warranty Limited Lifetime Product Warranty * This Limited Warranty is valid on product applied by McKown if the coating peels or blisters during the lifetime of the Warranty. This Limited Warranty does not apply to any defect or damage resulting from structural defects, failure of previous paint or improper application.</p> <p>Terms & Conditions: 1. Notices for units will be provided by McKown to management prior to work being done but not distributed by McKown. McKown will distribute notices if given advanced notice & for a minimum fee of \$150.00. If notices are not distributed by management in due time & rescheduling of the work is required, there will be a \$500.00 charge to the Association. 2. Under state law, all discovered deteriorated building members must be removed and replaced and may place a halt on painting work. All due diligence will be done to get prior approval prior to executing change orders. Change orders will be completed on a time and material basis and complimented with photo documentation. 3. This estimate is based solely on a visual inspection. The extent of wood rot is not always visible until work begins. Should any additional repairs be needed, McKown will need to re-evaluate the original scope of work. Upon discovery of additional repairs, McKown will notify you as soon as possible. However, McKown will not ignore nor cover up any safety concerns involved with these repairs. This estimate is based on current material prices and may fluctuate based on demand at the time of job approval; additional fees may apply. This estimate is an approximation and is not guaranteed. This estimate is based on the information from the client regarding the project requirements during the inspection. Actual cost may change once all project elements are negotiated or finalized. Before any price changes, McKown will notify the client.</p> <p>Exclusions: A. Any work outside the above proposed scope of work B. Overtime working hours C. Furnishment of on-site electric and water D. Interior repairs other than noted E. Removal or replacement of deteriorated framing or sheathing other than noted.</p> <p>Payment Terms: All work to be performed by McKown totaling \$10,000.00 or more will require a 25% (twenty five percent) down payment prior to the commencement of work unless approved otherwise. Final payment is due upon completion of work. A 3% fee will be applied when using a credit card. Estimates totaling \$10,000.00 or more must be signed and returned to McKown.</p>		0.00	0.00

By signing this estimate in approval of stated work this acts as a legally binding contract between McKown and client.
 Signature: _____

Total	\$2,135.00
--------------	------------