

Memorandum

To: Oak Creek Club Homeowners Association Board of Directors

From: Tamika Davis, On-Site Community Manager - CAMP

Date: Sunday, January 28, 2024

Re: Approval of Committee Volunteer Form(s)

Suggested Motion: "I move to appoint Patricia Downtin to the Communications Committee, and Sidney Nelson III, Jennifer Phillips, and Letia Ballard to the Social Committee."

Please see the attached forms for committee appointments for the members below.

- Patricia Downtin- Communications Committee
- Sidney Nelson III-Social Committee
- Jennifer Phillips-Social Committee
- Letia Ballard- Social Committee

Management has verified that the members requesting to be volunteers are in good standing with the association.

Management recommends the approval of all requests above.

Committee Volunteer Form Request for Appointment



Name: Jennifer Phillips

Address: _____

Contact Information

Phone/E-Mail: _____

Committee of Interest: Social

Personal or professional information you would like to share which might assist the Board in the appointment process such as length of residence in Oak Creek, related experience or training, service on other committees, etc.

Hello! I've lived in Oak Creek (Sangerville Circle in the Player's View Section) since August '17.

I work for an Association in Membership/Marketing during the day and in my free time I

enjoy planning fun parties and holiday activities for my 2 young daughters. I am organized,

creative and truly a lover of event planning and celebrating holidays. I have a few event

management courses under my belt but mainly bring passion for events and this community to

this volunteer role. Thank you for considering me!

Thank you for volunteering!

✓

Committee Volunteer Form Request for Appointment

Name: Patricia A Downtin

Address: _____

Contact Information

Phone/E-Mail: _____

Committee of Interest: Communications Committee

Personal or professional information you would like to share which might assist the Board in the appointment process such as length of residence in Oak Creek, related experience or training, service on other committees, etc.

Have resided in Oak Creek Club (OCC) for 17 years and received an award for being one of the first ten homebuyers.

As a member of the OCC HOA, I am happy to report that I have been in good standing all 17 years.

My experience and training as the President of the Prince Georges Association of Realtors, Secretary of the

University of MD Capital Region Health Foundation BOD and Lake Arbor HOA Secretary provides me with skills,

knowledge and ability to serve on the Communication Committee. I am well equipped to work on all Charter matters.

I will actively participate in meetings, contribute to all discussions, brainstorming and the sharing of ideas on

Homeowner Communications, Community Newsletter, Community Outreach - Realtors, Community Website

and New Owner Welcome Package as reflected in the Administrative Resolution for the

Communications Committee Charter. Will assist with annual Committee report, goal setting.

and other duties as assigned.

Thank you for volunteering!

Tamika Davis

From: PAT DOWTIN <Pat.Dowtin@Longandfoster.com>
Sent: Wednesday, December 27, 2023 5:24 PM
To: Tamika Davis; Tamika Davis; Alexis Stevenson
Subject: Fw: Communication Committee Volunteer Form
Attachments: 20231227160752248.pdf

Happy Holidays Amazing Management Team,

Hope your holidays season is filled lots of family, love and laughter.

Attached is my Communication Committee Volunteer Form.

Kindly acknowledge receipt of my email.

Warm regards,



Pat Dowtin, GRI, CRS
[\(c\)240-463-3033](tel:240-463-3033), [\(o\) 703-313-6500](tel:703-313-6500) & [\(o\) 301-249-1600](tel:301-249-1600)
Licensed in VA, DC & MD
REALTOR OF THE YEAR PGCAR 2017
PGCAR Hall of Fame Realtor
Long and Foster Realtors
25+ Years of Professional Service
Residential & Commercial Sales

PS. The best compliment is a referral. If you know of someone who desires to buy or sell a home, please give them my number and offer my assistance. - Thank you for your trust.

From: ds-1910 <ds-1910@LongandFoster.com>
Sent: Wednesday, December 27, 2023 4:07 PM
To: PAT DOWTIN <Pat.Dowtin@Longandfoster.com>
Subject: Communication Committee Volunteer Form

This E-mail was sent from "P1910-MFP02" (MP 4054).

Scan Date: 12.27.2023 16:07:51 (-0500)
Queries to: ds-1910@longandfoster.com

Sidney Nelson, III

13814 Hebron Lane

13814 Hebron Lane

Committee of Interest: Social Committee

Hello,

My family moved to Oak Creek in July 2020. One of the things we were so excited about when moving here was to meet more individuals in the community with whom we had shared interests. I am a physician who is very community centered and I embrace newly forged relationships as they are a catalyst for promoting health which strengthens our community and in turn our positions in society. I am an active member on a community development corporation board and responsible for coordinating numerous activities including fundraisers, health fairs, and other community service events. In my medical practice I have used social media and social events to help promote the importance of health awareness. I most certainly can use these talents and join with the committee to put together coordinated opportunities to get our beautiful community together in fellowship and joyous merriment.

Happy New Year!

Sidney

Sidney Nelson



Committee Volunteer Form Request for Appointment

Name: Letia Ballard

Address: 795

Contact Information

Phone/E-Mail: ...

Committee of Interest: Social Committee

Personal or professional information you would like to share which might assist the Board in the appointment process such as length of residence in Oak Creek, related experience or training, service on other committees, etc.

Dear Social Committee Members,

I'm Letia Ballard, and my experience with the Oak Creek community's social committee has been thoroughly enjoyable.

Having been a part of this community for nearly three years, I've had the opportunity to participate in various social events,

including Oak Creek Day, the Holiday Party, and line dancing, to name a few. My role as a volunteer Bingo caller for the

community has been particularly rewarding. The committee members have been incredibly kind and hospitable.

Moving forward, I am both willing and hopeful to become an official member of the committee, furthering my commitment to

volunteer involvement.

Thank you for volunteering!

Memorandum

To: Oak Creek Club Board of Directors

From: Tamika Davis, On-Site Community Manager - CAMP

Date: Monday, January 22, 2024

Re: Approval of cancellation of Sheriff's Sale for File #70229.254.

Suggested Motion: "I move to cancel the the Sheriff's Sale for File #70229.254, initially approved 10/15/2023 as recommended by the collections attorney on 1/18/2024."

Please see the support attached for the Sheriff's sale cancellation for file #70229.254, which was initially approved on October 15, 2023.

Memorandum

To: Oak Creek Club Homeowners Association Board of Directors

From: Tamika Davis, On-Site Community Manager- Community Association Management Professionals (CAMP)

Date: Sunday, January 21, 2024

Re: 2024 Pool Management Contract

Suggested Motion: I move to approve the 2024 Pool Management Proposal from Paradise Pools in the amount of \$62,270 to be expensed from Pool Operating Expenses.”

Paradise Pools has been the pool management service provider at Oak Creek Club since 2022. The proposals attached are from Paradise Pools for the 2024 pool season, with the options discussed by the Facilities Committee to open the pool seven days or continue with the pool closing on Monday.

Option A: Closed on Monday; Three lifeguards Tuesday-Sunday 11:00 A.M. - 8:00 P.M.; \$62,270 annually.

Option B: Open seven days a week; Three lifeguards Monday-Friday 11:00 A.M. - 8:00 P.M.; \$69,920 annually.

The approved budget amount for pool operations in 2024 is \$62,270.

Facilities Committee Recommendation: At the request of the Facilities Committee, the management team obtained proposals from Paradise Pools for pool opening six days a week and seven days a week. On January 25, 2024, the Facilities Committee requested that the management team solicit additional proposals from other pool management contract companies. The management team reached out to three other pool management companies. We have not received any additional proposals or requests for site visits, as most pool management companies have already confirmed their priority pool management contracts for the year.

Management Recommendation: Management recommends Option A with Paradise Pools for the 2024 pool management contract. Mondays are used for scheduled pool maintenance and cleaning in preparation for the upcoming week. This cleaning also includes the clubhouse, as traffic increases tremendously during the pool season. Monday closure helps prevent unscheduled closures during the pool week when repairs are needed.



Paradise Pool Service, LLC

SECTION I. GENERAL SPECIFICATIONS

CONTRACTOR: Paradise Pool Service, LLC 3131 Draper Drive Suite A Fairfax, VA 22031	Pool Name & Address: Oak Creek Club HOA 600 Bowieville Manor Ln Upper Marlboro, MD 20774	OWNER/AGENT: Oak Creek Club HOA Community Association Management Professional (CAMP) 4114 Legato Rd, Suite 200 Fairfax, VA 22033								
Pool Open Date: Saturday May 25, 2024 Pool Close Date: Monday September 2, 2024 Holidays: 05/27/24, 06/20/24, 07/04/24 & 09/05/24 School Hours: N/A Total Operation Hours per Week: 54 Total Operation Hours while school in session: 54	Pool Hours: Sunday 11:00 AM – 8:00 PM Monday CLOSED Tuesday 11:00 AM – 8:00 PM Wednesday 11:00 AM – 8:00 PM Thursday 11:00 AM – 8:00 PM Friday 11:00 AM – 8:00 PM Saturday 11:00 AM – 8:00 PM Holidays 11:00 AM – 8:00 PM									
<u>Personnel</u> Number of Lifeguards on Weekdays: Three (3) lifeguards on duty at all times Number of Lifeguards on Weekends: Three (3) lifeguards on duty at all times Number of Lifeguards on Holidays: Three (3) lifeguards on duty at all times. Total Staff Hours per Week/No School: 171 total staff hours per week Price for Additional Lifeguard Coverage: \$35 per hour per lifeguard *Zero percent increase in price if 2024 swimming pool management agreement signed and submitted to Paradise Pool Service management office by September 1, 2023.*										
<u>Compensation to Contractor</u> Total Contract Price: \$62,270 <table style="float: right; margin-left: 20px;"> <tr><td>\$3,113.50 Due January 1, 2024</td></tr> <tr><td>\$3,113.50 Due February 1, 2024</td></tr> <tr><td>\$6,227 Due March 1, 2024</td></tr> <tr><td>\$6,227 Due April 1, 2024</td></tr> <tr><td>\$12,454 Due May 1, 2024</td></tr> <tr><td>\$12,454 Due June 1, 2024</td></tr> <tr><td>\$12,454 Due July 1, 2024</td></tr> <tr><td>\$6,227 Due August 1, 2024</td></tr> </table> <p style="text-align: right;">\$62,270 Total Contract Price</p>			\$3,113.50 Due January 1, 2024	\$3,113.50 Due February 1, 2024	\$6,227 Due March 1, 2024	\$6,227 Due April 1, 2024	\$12,454 Due May 1, 2024	\$12,454 Due June 1, 2024	\$12,454 Due July 1, 2024	\$6,227 Due August 1, 2024
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Paradise Pool Service, LLC

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Paradise Pool Service, LLC

This agreement made and entered into this **July 2, 2023** between **Paradise Pool Service, LLC** hereinafter referred to as CONTRACTOR and the OWNER'S or OWNERS' AGENT, hereinafter referred to as OWNER, is **Community Association Management Professionals** for **Oak Creek Club HOA** whose address is **600 Bowieville Manor Lane, Upper Marlboro, MD 20774** hereinafter referred to as the OWNER, or as OWNER'S Agent to provide for the operation and management of the swimming pool facility by the CONTRACTOR.

SECTION I. GENERAL SPECIFICATIONS (SEE ATTACHED DOCUMENT)

Section I is included and made part of this swimming pool management agreement.

SECTION II. OPENING POOL

The CONTRACTOR will render the swimming pool operational by completing the following services:

- A. Conduct and submit to the owner a written inspection report of the pool condition and items needed to render the swimming pool and filter system operational. Owner is responsible for needed repairs and the costs thereof. The report if approved in part or in its entirety must be returned to the contractor immediately with an authorized signature.
- B. Drain and clean the pool if necessary. The contractor is not responsible for faulty hydrostatic valve and/or any damages which may be directly or indirectly related thereto.
- C. Start pool fill. Owners are responsible for turning off the pool when the pool is completely full and to the top of the waterline tile.
- D. Install diving boards, ladders, handrails, lifeguard chairs, skimmer lids, and safety rope.
- E. Place filtration and chlorination system in operation and check for proper operation. The owner is responsible for any needed repair.
- F. Clean bathhouse and pool area.
- G. Schedule and be present at any local or state health department pre-opening inspections that may be required.
- H. Remove pool cover(s) and store at owner's facility. Any additional equipment or vehicle required to maneuver pool cover(s) will be charged back to the owner.
- I. Contractor will apply and pay for applicable county health operating permit, electrical permit, and/or hazmat permit on the owner's behalf. Associated fees and repairs required to bring the swimming pool up to compliance will be billed back to the owner separately.

SECTION III. OWNERS RESPONSIBILITY

If the owner elects to ready pool by supplying any and/or all required equipment or performing needed repairs, said repairs must be completed and equipment must be provided by May 1.



Paradise Pool Service, LLC

The owner will be responsible for the following items by May 1, unless otherwise noted, to prepare and stage the swimming pool facility for opening:

- A. Provide contractor with a copy of any health department violations.
- B. Remove trash from the pool area after cleaning is completed.
- C. Provide contractor with three (3) set of keys to the pool facilities. Keys cut by contractor will be billed back to the owner.
- D. Prepare bathhouse for use:
 - i. Complete all building repairs such as broken windows or doors, toilet partitions, damaged tile or dry wall, etc. Provide soap, towel, and toilet tissue dispensers at all fixtures as needed.
 - ii. Complete any needed plumbing repairs. Hot water heaters must be operational to pass opening inspection.
 - iii. Paint interior and exterior of bathhouse if required.
 - iv. Inspect electrical system and repair as required. Supply and install light bulbs as required.
 - v. Provide working locks on all doors, gates, and windows; and provide contractor with keys.
 - vi. Ensure all fencing meets local codes and prevents unauthorized entry into the pool area. Repair and maintain as necessary.
- E. The owner shall provide in good working condition all necessary equipment for the safe operation of the facility, including but not limited to filtration equipment, pool ladders, rescue tubes, backboard with straps, head immobilizer, deep water dividing ropes, elevated guard station(s), first aid kit, and a lifeguard umbrella for each guard station.
- F. Complete any required repairs inside pool area such as concrete deck, caulking, area lights, drinking fountain, etc.
- G. In the event owners' repairs are not completed at the time of the scheduled health inspection and pool does not pass because of uncompleted owner repairs, the owner will then be responsible in re-scheduling the inspection and be present for any additional inspections and any related costs or fees.
- H. Supply free, adequate parking for pool personnel.
- I. Provide all members with a pool pass or adequate method of entry.
- J. Provide the contractor with a copy of its premise liability insurance policy providing coverage for the subject premises, including the pool area. The owners' liability insurance coverage shall be primary as between owner and contractor.
- K. Provide contractor with First Aid equipment including minimum requirements in accordance with the local health department requirements. First Aid supplies not provided and required shall be obtained by the contractor and billed back to the owners.



Paradise Pool Service, LLC

- L. Contractor cannot guarantee opening if this swimming pool management agreement is not signed by March 31.
- M. The owner will provide and pay for an operational telephone that must be available for the pool personnel to contact 911 in the event of an emergency.
- N. The owner will provide water, electricity, and gas (if required) for the operation of the swimming pool and facility.
- O. The owner will procure and provide expendable janitorial supplies such as toilet tissue, paper towels, hand soap, disinfectants, floor cleaner, sponges, mops, brooms, dustpans, glass cleaner, trash bags, cleaning brushes, body wash, shower curtains, and shower hooks.
- P. The owner will provide pool patron and guest sign in sheets.

SECTION IV. Lifeguard Personnel

Contractor represents and warrants that it has sufficient lifeguard staff to provide the services that OWNER has described are required for the 2024 season. All lifeguard and pool management personnel providing service under this agreement will be employed solely by contractor. Contractor will be responsible for paying all wages, employment taxes, workmen's compensation premiums and all other taxes associated with the employment of these personnel. Contractor will have the sole discretion as to the selection and working schedules of their employees.

Lifeguards are certified in accordance with industry standard lifeguarding guidelines. Contractor will ensure compliance with local and state regulatory requirements regarding personnel managing the pool. All staff will be trained by contractor regarding health department requirements, facilities and equipment operation, maintenance, and facility rules. All staff will be required by contractor to wear uniform swim attire with lifeguard identification.

When appropriate staff is available, contractor will conduct swimming lessons at the owner's request and prior approval. The instruction will be provided privately or in minimum groups of four students and will not interfere with normal pool operations. Additionally, where there is demand and adequate personnel, contractor will conduct approved lifeguarding courses.

When appropriate staff is available, contractor will provide proposals for personnel to work pool parties at the request of the owner. Such services will be billed separate to the owner at a preauthorized agreed price.

If requested by the owner, and staff is available, contractor will operate the pool for additional weeks or weekends outside the specified season under a separate agreement at a preauthorized agreed price.



Paradise Pool Service, LLC

SECTION V. SUPERVISION

Contractor agrees to conduct a minimum of three (3) pool inspections per week. Contractor will make any recommendations to owner that are deemed relevant and appropriate for a safer and more efficient or beneficial operation of the swimming pool.

SECTION VI. DAILY MAINTENANCE AND OPERATION

- A. Maintain proper filter operation by backwashing and/or cleaning pump strainer as required.
- B. Maintain water quality in conformance with required standards.
- C. Maintain required health department records.
- D. Clean bathrooms and pool office daily.
- E. Clean inside swimming pool area enclosure daily.
- F. Vacuum pool bottom, clean waterline tiles, and skimmer baskets daily.
- G. Owner and contractor agree that contractor is not responsible for any losses or damages caused when the swimming pool is not open, by those acts or omissions of third parties over whom the contractor has no control.

SECTION VII. CHEMICALS, SUPPLIES, AND MATERIALS

Contractor will order and supply chlorine, muriatic acid, and soda ash necessary to maintain water quality standards as prescribed by local or state health departments. The cost for these chemicals will be the responsibility of the contractor.

Water balancing chemicals to maintain total alkalinity and calcium hardness are included in this swimming pool service agreement and the costs for these chemicals will be the responsibility of the contractor.

Special chemicals such as algaecide, enzyme stain control, phosphate free, foam out, clarifier, floc agent, granular chlorine, and/or other chemicals not directly associated with adjusting total alkalinity or calcium hardness are available and if used will be billed to the owner separately as needed.

Owner is responsible for the additional cost of water balancing chemicals when the swimming pool leaks. Owner agrees to pay contractor five percent (5%) of the total swimming pool management service fee to cover the additional costs of water balancing chemicals. Contractor will invoice the fee separately.



Paradise Pool Service, LLC

SECTION VIII. CLOSING AND WINTERIZATION

The contractor agrees to close pool upon termination of the previous stated operating season and to winterize the swimming pool facility by performing the following services:

- A. Disconnecting piping at fixtures as required and drain all piping which can be drained.
- B. Add anti-freeze to toilet bowls and tanks, urinals, and sink traps.
- C. Remove and store in compound the pool ladders, handrails, lifeguard chairs, safety rope, and diving board(s).
- D. Drain pool 12" to 18" below the waterline tile. Owner is responsible to make sure the water level is below the waterline tile during the winter months.
- E. Open all valves in filter room which require opening.
- F. Backwash and drain filter tank and filter piping.
- G. Uncover and drain the hair and lint strainer.
- H. Inspect all visible plumbing. Contractor is not responsible for any freeze damages.
- I. Owner is responsible for turning off the main water supply of the swimming pool facility.
- J. Store chlorinators, chemical feeders, and flow meters on premises.
- K. Store all pool deck furniture in the bathhouse.
- L. Store pool maintenance, testing equipment, and supplies on premises.
- M. On completion of pool closing, contractor will notify owner.
- N. Submit to the owner a detailed inspection report covering condition of pool facility and related equipment.
- O. Secure pool cover(s) if applicable.

SECTION IX. INSURANCE

The contractor shall, for itself and its subcontractors, agents, and employees carry liability and personal injury insurance with a reputable insurance company, licensed to do business in the Commonwealth of Virginia, State of Maryland, and Washington DC. The amount of such insurance liability coverage regarding liability for damage to property shall be at least \$1,000,000 and regarding liability due to injury or death of a person shall be at least \$3,000,000. The contractor shall furnish a valid certificate to the owner evidencing this insurance prior to commencing any work to be performed under the agreement. The insurance shall remain in effect during the entire term of the agreement and the certificate of insurance shall specify that the owner shall be immediately notified upon cancellation or other termination of said insurance. Insurance coverage will include liability to cover bodily injury and/or property damage directly due to our negligence or negligence by our agents or our employees, within the enclosed area of the pool, during pool hours. It is understood that except for our negligence, or negligence by our agents or employees, we will not be liable or responsible to any person or firm because of use of



Paradise Pool Service, LLC

the pool or its facilities. Contractor will be exempt from liability due to faulty construction, defective workmanship by others, or circumstances beyond our control. We shall not be responsible for hydrostatic damage to pool structure.

Owner shall maintain general liability insurance policy evidencing property damage, bodily injury, products & completed operations, contractual liability and personal injury coverage for the subject premises including the pool area in amounts and coverage equal or greater than contractor's limits. Owner will provide to contractor a certificate of insurance evidencing the coverage naming contractor as an additional insured.

Owner agrees to inform contractor of any activities conducted at the pool during hours not listed in the specifications and organized activities during hours specified in the specifications. Unless expressly agreed otherwise, the owner shall be liable for insurance coverage during such activities. Owner agrees to and does hereby indemnify contractor and save it harmless and shall defend it from and against any and all claims, damages, liability and judgements in connection with personal injury and/or damage to property arising from or out of maintenance, operations or use by the owner and/or its agents, servants, employees, invitee's and licenses 1) outside the hours listed in the specifications, 2) during any organized activities, and 3) brought forth by other contractors and/or trespassers, except those caused by the intentionally wrongful acts by contractor or its employees while on the owners premises.

SECTION X. TERMINATION AND SUSPENSION

A. By Contractor:

Contractor reserves the right to suspend service temporarily or to terminate this agreement for cause immediately in the event of:

- 1) Owner's non-compliance with the terms outlined in the agreement.
- 2) Owner's failure to pay monies owed to contractor when due.
- 3) Owner fails to maintain a safe environment for personnel and/or patrons.

Contractor may terminate this agreement without cause provided written notice is delivered to owner thirty (30) days prior to termination date. In this case, contractor will invoice owner for hours worked or pay a refund promptly for any pre-paid hours not worked.

B. By Owner:

Owner may terminate this agreement for cause provided written notice of the deficiency is delivered to contractor and contractor has failed to correct such deficiency to owner's satisfaction within a 72-hour cure period following the date of notification. Failure to correct the deficiencies within the cure period



Paradise Pool Service, LLC

will result in immediate termination of this agreement. A repeated violation of any deficiency specified in such notice at any time following the said 72 – hour notice shall be grounds for immediate termination for cause without requiring a further notice and opportunity to correct. Owner shall be responsible to pay all remaining non-contract invoices in addition to a prorated portion of the “Compensation to Contractor” based upon the number of days services were provided.

Owner may terminate this agreement without cause provided written notice is delivered to contractor thirty (30) days prior to termination date. Contractor invests a significant amount of time and money to provide our clients with highly trained professional, technical and lifeguard staff. Our investment begins on the contract date as we launch a concerted recruiting effort to train and recruit the best possible staff to deliver a turn-key solution to meet our clients’ needs during their pool operation season. In the case where our client chooses to prematurely terminate our agreement much of the costs associated with managing the facility have already been incurred by contractor. As a result, contractor requires our clients choosing to terminate the agreement without cause to pay the full remaining unpaid balance of “Compensation to Contractor” immediately upon providing termination notice to contractor. For multi-year agreements, the unpaid balance will only include amounts to have been paid in the current calendar year.

Upon termination or suspension by either party, owner agrees to assume all liability for damages resulting from the use of the pool or the enclosed area of the pool during, before or after pool hours during a suspension period or following termination.

SECTION XI. OTHER

1. When we provide supplies or services outside this agreement (such as equipment or repairs) it is understood that said services are separate from this agreement and that such items will be paid by owner upon presentation of an invoice.
2. Owner will provide parking at no cost to pool personnel.
3. Owner assumes full responsibility for administering and issuing pool passes to patrons and will indemnify contractor from any losses arising from improper issuance pool passes to under age or impaired patrons.
4. Owner is responsible for wastewater discharge filings if required by the state. Contractor will not be held liable for any discharge to state water in the case of system failure.
5. In the event minimum wage is increased by any federal or local government agency, then the contract price will be increased. Increase will be calculated as follows: 600 hours per guard times the increase in hourly wage times 112.5% (payroll taxes).

2024



Paradise Pool Service, LLC

6. In the event fuel or chemical costs increase by more than 10% during the term of this agreement, contractor will have the option to include an additional surcharge on contract installment and service invoices. Owner is obligated to pay all surcharges not to exceed 1% of contract.
7. In addition to the installment payments outlined in Section I of this swimming pool management agreement, under "Compensation to Contractor"; if any payment is not timely made by the due date, in addition to the sum due there shall be a late payment penalty due in an amount equal to one percent (1%) of the payment due for each day after the date due through and including the date paid.
8. If the pool is not open by 4:00 PM due to inclement weather, including but not limited to cloud cover, temperatures below 65 degrees Fahrenheit, steady rain, thunder, lightning; the owner shall have the discretion to close the pool for the remainder of the day without credit, set-off, or deduction.



Paradise Pool Service, LLC

SECTION XII. CONTRACT PROVISIONS

The owner and contractor have reviewed and agreed to the twelve (12) sections and ten (10) pages included in this swimming pool management agreement.

OWNER:

Print Name

Signature

Date

Address

CONTRACTOR:

Print Name

Signature

Date

Address

**Oak Creek Club Homeowners Association
Facilities Committee Meeting Minutes
July 20, 2023; 6:30pm**

Attendees

Cynthia Whittenburg – Co-Chair
Shani Haden – Co-Chair
Marilyn Akinfolarin -Secretary
Patricia Partee – Treasurer
Cheryl Barnes
Homeowners At-Large

Minutes Taker

Marilyn Akinfolarin

Cynthia Whittenburg called the meeting to order at 6:38 pm.

Resident Forum

- Anthony and Daneen Chadwick
 - Residents sought timeline for repairs to the chain link fence and street light at the corner of Bleak Hill Place and Shannock Lane in the Queen Anne Turn Landbay.
 - Committee informed residents that by Charter the Facilities Committee does not have responsibility to address this matter and suggested other committees who might.
 - Residents stated that they will follow-up with the HOA for guidance to identify the appropriate committee.
- Vonda Williams
 - Resident sought clarification on whether the Committee could collaborate with the Social Committee in co-sponsoring poolside activities.
 - Ms. Whittenburg reviewed the Committee's Charter and believes the term, "*including, but "not limited to"*" under DUTIES AND RESPONSIBILITIES may allow for cross-committee collaboration.
 - Ms. Haden is supportive of the idea, as she believes the Committee could enhance community involvement by maximizing the use of the facilities through contracting with vendors to provide various services, including a personal trainer, exercise classes, swim, and tennis lessons, etc.
- Danielle Telesford
 - Resident followed up on modification of the pool schedule from six to seven days per week.
 - Informed resident that per the Board president's request, Committee obtained a proposal from Paradise Pools for the FY'24 pool season for submission to the BoD for approval.
 - Resident followed up on lap swimming.
 - Committee informed resident that Paradise Pools advised that one lap lane can be made at the pool and provided the Committee with a quote for two ropes to create the lane.

Meeting Minutes

June Meeting Minutes approved as submitted.

New Business:

- Discuss the 2024 Pool Proposal Quote
 - Committee obtained a \$72,000 proposal from Paradise Pools for FY24, which includes the modification of the pool schedule from six to seven days per week.
- Discuss Pool Furniture
 - Committee agreed on a budget of \$75,000 in FY24 for new furniture and repairs.
- Discuss Tennis Court Enhancements
 - Committee discussed possible additions to the tennis court for inclusion in the FY24 budget:
 - Tennis Court Windscreen
 - Modifying one court for pickleball
 - Tennis Backboard
- Cross-Committee Collaboration
 - Committee seeks a determination from the BoD as to whether it must operate within the scope of its Charter or is there flexibility for cross-committee collaboration.
 - If BoD determines that there is flexibility for cross-committee collaboration, a community survey will be developed to gauge community interests in implementing certain activities.

Old Business:

- Discuss the Paramus Court Tot Lot Enhancements
 - Committee selected McFall and Berry to extend the walkway.
 - Committee selected Chesapeake Iron Works to add fencing.
 - Selection of the additional playground equipment is pending.
- Discuss and Vote on Clubhouse Furniture Recommendations
 - Designer selected. Committee vote pending review of three references.
- Discuss the Pool Furniture Options
 - Committee agreed on a budget of \$75,000 in FY24 for new furniture and repairs.
- Discuss posting "RULES OF CONDUCT FOR THE POOL AND POOL DECK"
 - Committee discussed Paradise Pool's response to post the Rules. Per the HOA, the Supervisor responded that "he will remind the guards of the policy, as the expectation is to warn the guest, and if this music continues, the guest is asked to leave." Committee agreed that the life guard should not have the responsibility to eject guests who are non-compliant with pool rules. Rather, the Committee maintains that the rules should be posted for easy reference by guests and the life guard in these instances.
 - Committee will reach out to the HOA for guidance.

Adjournment: 8:38pm

**Oak Creek Club Homeowners Association
Facilities Committee Meeting Minutes
June 22, 2023; 6:30pm**

Attendees

Cynthia Whittenburg – Co-Chair
Shani Haden – Co-Chair
Marilyn Akinfolarin -Secretary
Patricia Partee – Treasurer

Minutes Taker

Marilyn Akinfolarin

Cynthia Whittenburg called the meeting to order at 6:30 pm.

Resident Forum

N/A

Meeting Minutes

May Meeting Minutes approved as submitted.

New Business:

- Pool furniture
 - Ms. Haden will follow-up with the HOA on the status of the three proposals (Hadsell and Sun Shade LLC, Criterion, and Patio Shoppers) to replace existing pool furniture.
 - Committee discussed homeowner's request to modify the community pool schedule from six (6) to seven (7) days per week. The homeowner followed up her request at the June BoD's meeting, and the President directed the HOA to solicit proposals to address this request.
 - Committee discussed an incident of profane music at the pool. While it was acknowledged that the amenity reservation system contains the "*RULES OF CONDUCT FOR THE POOL AND POOL DECK*," the Committee agreed that the rules should also be posted in the pool area.
 - The Committee discussed the implementation of a homeowner's request for lap swimming. Ms. Akinfolarin followed up with the HOA and was advised that the HOA will consult with Paradise Pools to confirm that there is a 15-minute safety interval for minors and clarify what implementation of lap swimming during this interval would consist of.

Old Business:

- Paramus Court Tot lot enhancements
 - Committee to follow-up with HOA to determine the difference in the dimensions of the aluminum fence between two proposals (Fence & Deck Connection -138 ft.; Chesapeake Iron Works - 139 ft.) under consideration.
 - Committee to request that the HOA to obtain a picture of the fence for Chesapeake Iron Works' proposal.
- Clubhouse Furniture Recommendations
 - The Committee met with a vendor (McClellan Tircuit) at the clubhouse on May 2. Vendor reviewed the space and will submit a proposal by noon on Friday, June 23, 2023.
 - Ms. Partee will seek an additional proposal from another vendor.

Adjournment: 8:05pm

Tamika Davis

From: Samir Suleymanzade <samir@paradisepoolservice.com>
Sent: Monday, November 13, 2023 3:11 PM
To: Tamika Davis
Cc: Edward Garcia
Subject: Re: 2024 Pool Management Renewal
Attachments: Oak Creek HOA - 2024 pool mgmt spec page .pdf; Oak Creek HOA - 2024 pool management agreement contract body.pdf

Dear Ms. Tamika,

Attached please find your revised renewal swimming pool management bid for 2024 service.

We thank you for selecting Paradise Pool as your pool professionals in 2023. We value your business and look forward to servicing your pool for years to come.

A lot has changed in the swimming pool industry as well as all industries. The lifeguard shortage in the United States remains an ongoing challenge for all pool companies. Suppliers are also facing challenges with hiring and labor shortages.

Here is what we are doing and kindly ask for your cooperation and partnership. We would like to recruit and invest more resources within our communities, specifically at the communities where we service pools. We would like to announce hiring opportunities and career building training opportunities to people interested. What we ask for is access via social media networks, in person job fairs at the clubhouse (if one is available), discussion on lifeguard shortages in America, engaging the community with the end goal of increasing the labor pool here at home.

We will continue to participate in the foreign labor program however, it is not a guarantee, and with increasing wage requirements and costs, it continues to be costly.

Whichever direction you decide to go, we ask that you sign the renewal as soon as possible and send it back to lock in your place for the 2024 season. Sign your renewal by 12/31/2023 and receive a \$250 coupon to use or apply to your spring start up fees in 2024.

Thank you very much and we look forward to serving you next season.

Please confirm receipt. Appreciate your response and welcome your feedback in advance.

As always please call or email us with any questions.

Respectfully,
Samir

On Wed, Jul 19, 2023 at 7:19 PM Geoffrey Oliver <geoffrey@paradisepoolservice.com> wrote:
Dear Oak Creek Club,

On behalf of everyone at Paradise Pool Service we thank you for selecting us as your pool professionals. We don't take your decision lightly and will continue to do everything in our power to earn your trust and respect.

From: Edward Garcia <ed@paradisepoolservicellc.com>

Sent: Sunday, July 2, 2023 11:30 PM

To: Alexis Stevenson <assistantmgr@oakcreekclub.com>; Tamika Davis <tdavis@oakcreekclub.com>

Cc: Management Team <management@paradisepoolservicellc.com>

Subject: Oak Creek Club HOA - 2023 Swimming Pool Management and Construction Services

Dear Alexis and Tamika,

Attached please find the following documents:

1. 2024 Renewal Option A - straight renewal with no changes to the hours of operation; same as 2023. Offer: sign by Sept 1, 2023 to receive a zero percent increase.
2. 2024 Renewal Option B - keep pool open seven days per week from 11am to 8pm with three lifeguards on duty.
3. 2023 Whitecoat Main and Wading Pools
4. 2023 White Main and Wading Pools Specs

Please confirm receipt of the documents. Call or email us with any questions or concerns.

Sincere thanks for the opportunity and we look forward to your response.

Respectfully,

Ed Garcia
703-200-6350 mobile

--



Ed Garcia
President
703-249-9829 office

703-200-6350 mobile
703-293-5267 fax
****New Address****
3131 Draper Drive
Suite A
Fairfax, VA 22031



Paradise Pool Service, LLC

"Delivering a safer, cleaner, and more pleasurable pool experience."

This E-mail and any of its attachments may contain privileged and confidential information from Paradise Pool Service, LLC. If you have received this E-mail in error, please notify the sender immediately and permanently delete the original and any copy of this E-mail and discard any printouts.

Memorandum

To: Oak Creek Club Board of Directors

From: Tamika Davis, On-Site Community Manager - CAMP

Date: Sunday, January 21, 2024

Re: Review of the Paradise Pools proposal for white coating the Main Pool and the Wading Pool.

Suggested Motion: "I move to approve the Paradise Pools white coating proposal in the amount of \$62,500 for the Main pool and the wading pool to be expensed from Repair & Replacement Reserves."

On average, white coating should be done every 8 to 10 years. Paradise Pools provides a twelve-month warranty for workmanship and materials used for this project.

For reference, the 2023 PM Plus Reserve Study has identified white coating as a necessary expense for 2023 or 2024. This repair is budgeted for completion in 2024 and expensed from Repair & Replacement Reserves.

As an additional note, in 2023, coping stones and tiles were replaced for the main pool and the wading pool in the amount of \$73,920. Coping and tiles were identified in the 2021 reserve study.

As of November 30, 2023, \$2,323,451 remained in Repair & Replacement Reserves.

Management Recommendation: Management recommends proceeding with the Paradise Pools white coating proposal for both the main pool and the wading pool. This proposal was provided to the management team in July 2023.

Paradise Pool Service, LLC
 3131 Draper Dr
 Fairfax, VA 22031 US
 ed@paradisepoolservicellc.com
 http://paradisepoolservicellc.com



Paradise Pool Service, LLC

Estimate

ADDRESS

Ms. Tamika Davis
 Oak Creek Club HOA
 14505 Mary Bowie Parkway
 Upper Marlboro, MD 20774
 USA

SHIP TO

Ms. Tamika Davis
 Oak Creek Club HOA
 14505 Mary Bowie Parkway
 Upper Marlboro, MD 20774
 USA

ESTIMATE # 4914

DATE 07/01/2023

EXPIRATION DATE 07/31/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Whitecoat Per Square Foot	New Whitecoat Main Pool See specifications 3,800 SQ FT	1	47,500.00	47,500.00
	Whitecoat Per Square Foot	New Whitecoat Wading Pool See specifications 1,200 SQ FT	1	15,000.00	15,000.00
	Construction	Curing Services Included: Daily brushing for seven days and every other day for the remaining 23 days upon completion of plaster. Water balancing and testing chemicals for daily testing and adjustments.	1	0.00	0.00

2023 New Whitecoat Main and Wading Pool

SUBTOTAL

62,500.00

50% Deposit Due Upon Approval Balance Due Upon Job Completion

TAX

0.00

TOTAL

\$62,500.00

Accepted By

Accepted Date



Paradise Pool Service, LLC

Oak Creek Club HOA
CONSTRUCTION SPECIFICATIONS

July 1, 2023

Whitecoat Pool

Resurface pool as per following specifications.

Labor and materials are as follows:

1. The work includes:

- a. Pumping down and cleaning out water and debris in pool
- b. Contractor will wash the pool shells and apply bond coat prior to resurfacing.
- c. Flush with clean water
- d. Apply new marblelite plaster over entire pool interior
- e. Assist OWNER in filling pool for proper curing

2. Materials to be used:

- a. Only high grade materials will be used
- b. Portland cement, type 1 or 1A white cement conforming to Federal Specifications SS-192q
- c. Diamond Brite is an exposed aggregate pool finish made from a blend of natural quartz aggregate, cement modified with polymers and fade-resistant color-quartz totally suitable for this application
- d. Water for mixing and curing shall be clean, fresh, and free from injurious amounts of oil, acid, salt alkali, silt, organic matter or other deterring substances
- e. Mixture - one (1) part white cement to two (2) parts marblelite, and a pozzolan polymer resin additive; at minimum to be 1/2" in thickness
- f. Curing - the new marblelite surface shall be protected by filling the pool with water immediately after application, once water has been started, do not stop adding water until pool is filled to the line

3. Surface preparation:

Contractor, after pumping out water, will thoroughly prepare the existing surface to properly receive the new marblelite coating. This shall include sawing the old marblelite back approximately 1-1/2" below tile, and chipping away old marblelite from around all fittings and fixtures at least 1". The entire surface of marblelite shall be bond coated.

4. Contractor will remove and replace existing trim tile on main pool steps. Existing tile shall be removed. Contractor will install slip resistant 2" x 6" safety edge tile in owner's choice of color: blue, black, or cobalt blue.

Note: Any additional chipping of old plaster (more than 50 square feet) to prepare the pool for resurfacing will be billed on a time and material basis pending authorization from OWNER.

4. Guarantee:

The CONTRACTOR will guarantee the replastering of the pool from workmanship and materials for a period of one (1) year.

If a defective area is located, the CONTRACTOR will repair by removing the loose plaster and repairing portions as needed.

***Contractor is not responsible for faulty hydrostatic valve and/or any damages which are directly related thereto.



Paradise Pool Service, LLC

Oak Creek Club HOA
CONSTRUCTION SPECIFICATIONS

July 1, 2023

5. Exclusions:

If it is determined that any areas of pool shell(s) have been previously painted (i.e. racing lanes or between existing layers of plaster), OWNER will be notified in writing as to the additional cost of its removal. Work will not commence until written authorization is received.

YOUR NEWLY REPLASTERED SWIMMING POOL

- Filling Instructions
- Maintenance
- What You Should Know About Plaster
- General Material Qualifications

FILLING INSTRUCTIONS:

DO NOT STOP THE WATER UNTIL THE POOL IS COMPLETELY FULL. If the water is stopped before the pool is full, it is likely there will be a ring at the water line that will be difficult, or impossible, to remove.

Do not wash or wet pool while pool is filling.

Accelerated filling with additional hoses or greater pressure is acceptable, even desirable, but should be directed into the accumulated water.

MAINTENANCE

After the filter system has been started, the pool should be brushed at least 2 times a day the first week and 1 time a week thereafter. Plaster residue accumulates in all newly plastered pools and produces a cloudy appearance until cleared by the filter system. This is normal but, if not removed, the residue will harden and the surface becomes extremely rough. **CHEMICALS REQUIRED TO BALANCE THE POOL WATER ARE INCLUDED FOR NO ADDITIONAL COST.**

Keep the chemical balance of the pool water at proper levels at all times. Check after a storm to test and adjust water chemistry and remove dirt and debris that may have been introduced to the pool.

Do not drain the pool without consulting the contractor. Pool plaster could be severely damaged if permitted to dry out. Draining is not recommended for at least 1 ½ years except for major repair, and then only under professional supervision.

Stains and calcium deposits do develop on pool surfaces and are normally removed professionally either under water or by draining and applying a light acid wash and/or sanding with high speed sanders and special sanding discs.

WHAT YOU SHOULD KNOW ABOUT PLASTER

PLASTER is not perfect or flawless because it is compounded from raw mined minerals, is applied over other materials, and is hard troweled to as smooth a surface as possible. There is no guarantee that there will be evenness of color or shade.

The plaster may develop mottling, and have streaks or blotchy areas that the contractor cannot directly control. Weather conditions when plastering can affect the way a plaster looks, bands of light or dark



Paradise Pool Service, LLC

Oak Creek Club HOA
CONSTRUCTION SPECIFICATIONS

July 1, 2023

shades can appear in the plaster and will be more evident in certain times of day. Underwater light and pool water magnify small objects and gives the appearance of a wavy surface.

PLASTER is not completely white and you may notice small spots of various colors because of the inherent qualities of the materials. Your pool will look blotchy and streaked for a long period of time due to curing and the chemicals in the water.

PLASTER surface will have small cracks known as “checks” or “shrinkage” and this is normal in all plastered pools.

PLASTER is the best material that can be used to surface a swimming pool and insure long-life expectancy.

- It is durable
- It resists impact and abrasion
- It is readily cleaned and maintained
- It is repairable
- It can be re-plastered and returned to its original condition with new life expectancy

GENERAL MATERIAL QUALIFICATIONS

BECAUSE PLASTER IS APPLIED OVER OTHER MATERIALS AND BECAUSE OF THE NATURAL CHARACTERISTICS OF THE PRODUCTS USED, PLASTER IS NOT WARRANTED AGAINST STREAKS, STAINS, SPOTTING, DISCOLORATIONS CAUSED BY MINOR FOREIGN IMPURITIES IN THE MATERIAL, AND CHECKING OR SHRINKAGE CRACKS NORMAL TO ALL CEMENT BASED MATERIALS. THESE CONDITIONS ARE BEYOND THE CONTROL OF THE CONTRACTOR.

TERMS AND CONDITIONS

Liability / Workers compensation insurance: CONTRACTOR will maintain a \$3,000,000.00 liability property damage insurance policy. It is expressly agreed and understood that the CONTRACTOR will not be liable or responsible to any person for loss, injury and/or damage sustained by said persons as a result of the use of the pool or its facilities, save and expecting that caused by the gross negligence of the CONTRACTOR or its employees. The CONTRACTOR is also exempt from liability due to mechanical failure of equipment or damage to the pool due to faulty construction not included in this agreement, defective workmanship by others or hydrostatic conditions. The CONTRACTOR will obtain the necessary Workman's Compensation certificates.

Access to site: The Owner will provide and designate sufficient and proper access to the pool site for the movement of trucks and other equipment and materials to and from the pool site. CONTRACTOR will

not be responsible for the damage to lawns, shrubbery, trees, curbs, sidewalks, driveways, sewage systems, or to any real or personal property caused by CONTRACTOR'S equipment within the access way and the work area.



Paradise Pool Service, LLC

Oak Creek Club HOA
CONSTRUCTION SPECIFICATIONS

July 1, 2023

Utilities: Owner agrees to furnish electric power and water to the construction site for use by the CONTRACTOR during the repair work.

Permits: Permits, plans, and any associated fees required by State, County, or Local agencies will be billed in addition to the agreed amount.

Payment / Change order: Work and materials, in addition to that expressly provided for in this Contract, will be billed separately by the CONTRACTOR to the Owner. All change orders are due within fifteen

(15) days of receipt. If OWNER is beyond 30 days past due of invoice CONTRACTOR may cease any and all services to the OWNER until the time OWNER becomes current. If paying by credit card for an invoice, a 2.5% convenience fee will be charged where applicable at the time of processing the credit card payment.

Finance charges: There will be a 1 1/2% finance charge per month on all accounts past due. The undersigned agrees to pay all cost of collection, including attorney's fees, if placed in the hands of attorney after default.

Site softscape: Unless otherwise provided in this contract, no sodding, seeding, fine grading, and/or landscaping are to be provided by the CONTRACTOR. CONTRACTOR'S obligation, in that regard, consists of returning pool area to rough grade and broom cleaning site so that it is free of all debris and excess materials upon completion.

Site irregularities: CONTRACTOR will not be liable for loss or damage of any kind attributable to delay caused by unexpected sub-surface conditions discovered during excavation, weather conditions, labor difficulties, accidents, acts of civil or military authorities, or other conditions or causes beyond CONTRACTOR'S control. CONTRACTOR has assumed the excavation site to be free and clear of sub-soil obstructions, natural or unnatural, which would impede the progress of normal excavation. There is no provision in this contract to allow for expenses associated with the use of mechanical breakers, explosives or the removal or disposal of unsuitable soils, waste materials or other objects or the costs of repairing/replacing unmarked, mismarked or unknown underground utility lines or conduits of any nature. Further, there is no allowance for expenses associated with installation of suitable replacement materials. The owner, at its own expense, utilizing CONTRACTOR or other qualified contractor, shall remedy the situation before CONTRACTOR proceeds with additional excavation.

Hazardous materials onsite: CONTRACTOR specifically reserves the right to halt excavation, demolition or construction processes, without penalty under contract or incurring financial or legal responsibility for, the discovery or exposure of any and all hazardous materials including, but not limited to lead, asbestos, petroleum products, medical waste and any other hazardous material that has a natural or unnatural origin, and their disposal, abatement or remediation. The owner agrees to, at its own expense, remedy any such discovered defect, and provide a hazardous material free site prior to the



Paradise Pool Service, LLC

Oak Creek Club HOA

July 1, 2023

CONSTRUCTION SPECIFICATIONS

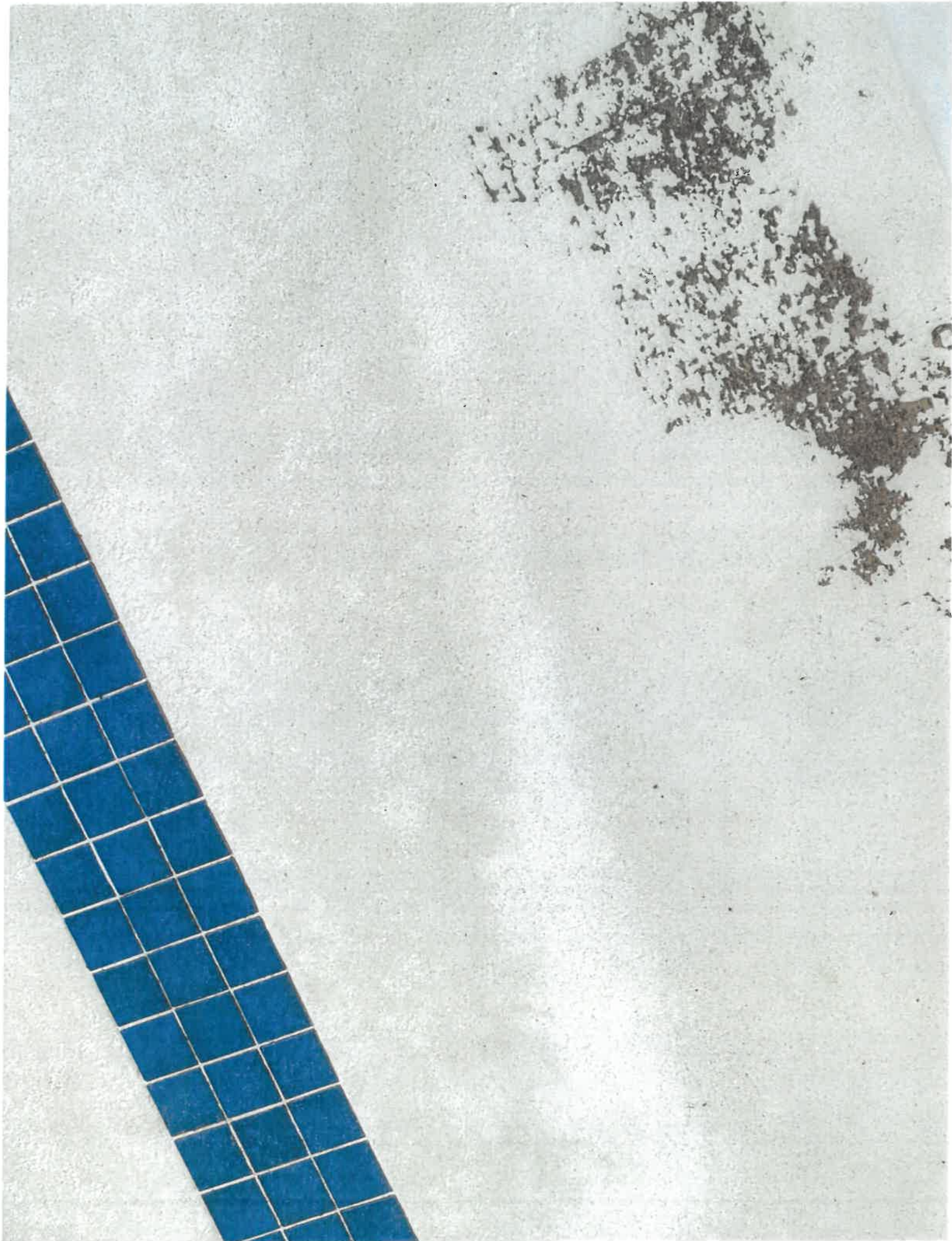
reentry of CONTRACTOR'S personnel. Owner shall be responsible for providing and paying for all independent testing agencies for soils and concrete tests if required.

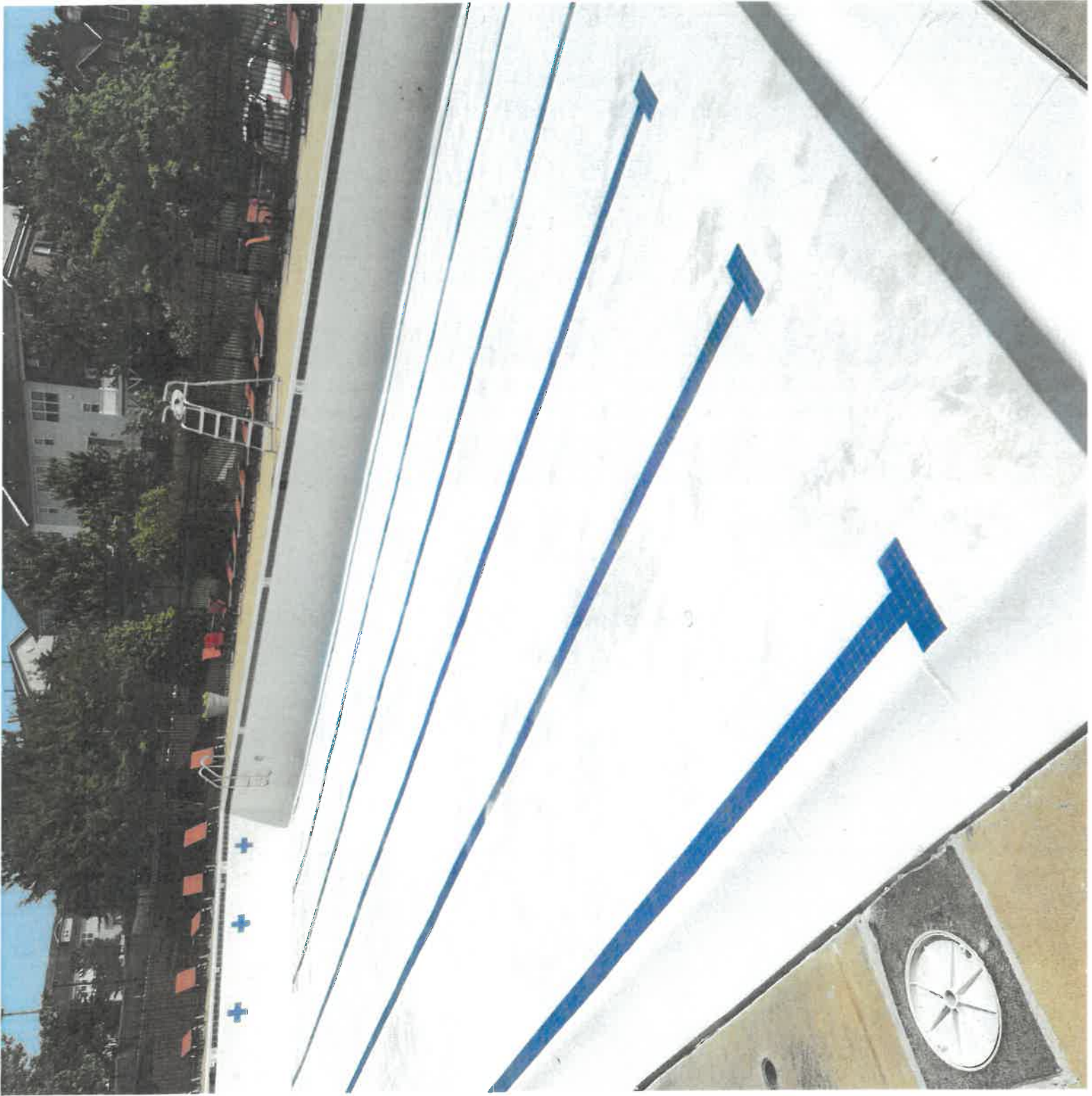
Breach of contract: In the event the Owner breaches any of the terms or conditions of this contract, CONTRACTOR may, without waiving any rights it may have as a result of said breach, continue to do work pursuant to this contract, or it may stop work without further obligation or liability to Owner. In that latter event, the Owner forfeits all monies previously paid to CONTRACTOR from damages caused by said breach and all costs incurred by CONTRACTOR up to the time that CONTRACTOR stopped work.

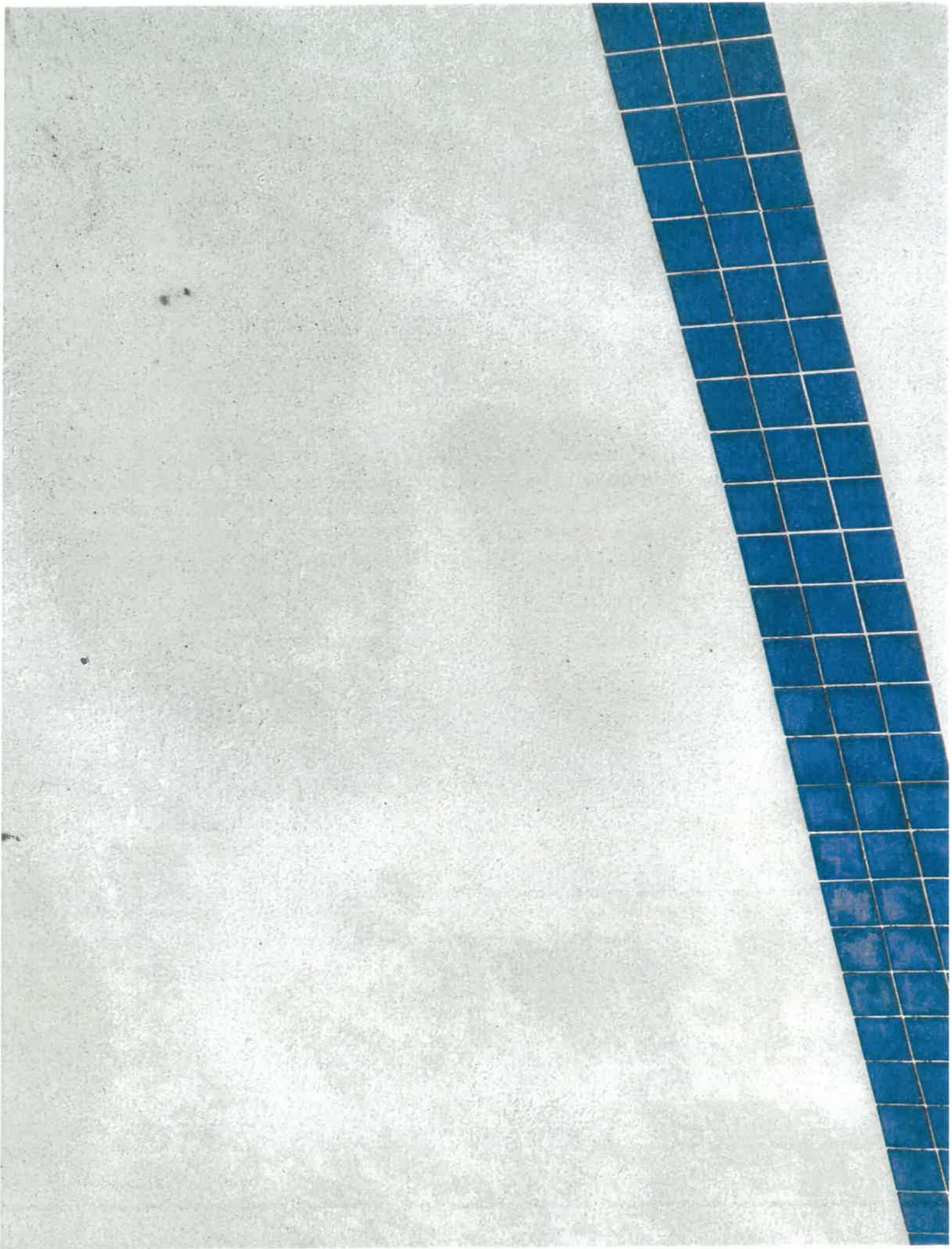
Guarantee: CONTRACTOR'S warranties do not include and CONTRACTOR will not be responsible for any damages resulting from or caused by surface drainage, acts of God, or the draining or emptying of the pool, other than draining under the supervision and direction of the CONTRACTOR'S authorized representative. It is specifically agreed that no claims may be made and no actions commenced upon this CONTRACTOR and any warranty arising, therefore, until CONTRACTOR has had a reasonable opportunity to substantially complete the work and until the contract price, including any extras, have been paid in full.

CONTRACTOR warrants that all materials used in completing the installation contracted for herein, will be made of high quality, that all work will be done in a competent and workmanlike manner, that any substantial defect appearing in the workmanship or materials within twelve (12) months of the completion thereof, will be repaired without notice thereof, within thirty days of discovery thereof. Machinery and/or assembly units, fittings, accessories and other manufactured items purchased by CONTRACTOR for use in this installation, are subject only to the manufacturers guarantees and the Owner agrees and understands that they shall rely only upon the warranty of such manufacturer.

Owner agrees to allow Contractor to take photographs before, during and after work is completed to use for marketing purposes.







From: Edward Garcia <ed@paradisepoolservice.com>

Sent: Sunday, July 2, 2023 11:30 PM

To: Alexis Stevenson <assistantmgr@oakcreekclub.com>; Tamika Davis <tdavis@oakcreekclub.com>

Cc: Management Team <management@paradisepoolservice.com>

Subject: Oak Creek Club HOA - 2023 Swimming Pool Management and Construction Services

Dear Alexis and Tamika,

Attached please find the following documents:

1. 2024 Renewal Option A - straight renewal with no changes to the hours of operation; same as 2023. Offer: sign by Sept 1, 2023 to receive a zero percent increase.
2. 2024 Renewal Option B - keep pool open seven days per week from 11am to 8pm with three lifeguards on duty.
3. 2023 Whitecoat Main and Wading Pools
4. 2023 White Main and Wading Pools Specs

Please confirm receipt of the documents. Call or email us with any questions or concerns.

Sincere thanks for the opportunity and we look forward to your response.

Respectfully,

Ed Garcia
703-200-6350 mobile

--



Ed Garcia
President
703-249-9829 office

703-200-6350 mobile
703-293-5267 fax
New Address
3131 Draper Drive
Suite A
Fairfax, VA 22031



Paradise Pool Service, LLC

"Delivering a safer, cleaner, and more pleasurable pool experience."

This E-mail and any of its attachments may contain privileged and confidential information from Paradise Pool Service, LLC. If you have received this E-mail in error, please notify the sender immediately and permanently delete the original and any copy of this E-mail and discard any printouts.

Memorandum

To: Oak Creek Club Board of Directors
From: Tamika Davis, On-Site Community Manager - CAMP
Date: Sunday, January 28, 2024
Re: 2024 Custodial Contract

Suggested Motion: "I move to approve the renewal of the JC Maintenance contract for a part-time day porter in the amount of \$34,536/year and the handyman proposal with the golf cart included in the amount of \$38,544/Year, for a total of \$73,080, to be expensed from Repairs and Maintenance (Amenity Center)."

Attached are three proposals for the custodial, porter, and handyman services for Oak Creek Club. There was no request to bid on this contract at its expiration of 12/31/2023 or committee recommendation. I requested prices to compare to our current vendor.

The approved 2024 Budget includes \$68,412 for Custodial and Porter expenses.

JC Maintenance: (Current Vendor): Has provided Janitorial and Handyman service to Oak Creek Club since 2019. This contract expired on 12/31/2023. JC Maintenance provided three proposals in August of 2023 for consideration as follows:

2024 part-time day porter: \$2,878 per month (Mon-Fri 7a-10a) (\$34,536/year)

2024 handyman without golf cart: \$3,012 per month including gas allowance.
(\$36,144/year)

2024 handyman with golf cart: \$3,212 per month including golf cart rental.
(\$38,544/year)

The golf cart would have to be stored at Oak Creek Club and can be utilized by the management team. JC Maintenance will pay the insurance and maintenance for the golf cart.

This increase is based on the Maryland minimum wage increase from \$13.25 per hour to \$15.00 an hour effective 1/1/2024 and porter vehicle expense.

JC maintenance reported the following vehicle expenses and gas expenses for 2022 and 2023.

2023 Oak Creek Club on-site vehicle expense:

Annual Gas Expense	Annual vehicle maintenance and repair	Annual insurance for on-site vehicle provided	Total annual vehicle expense
\$4,420	\$2,600	\$2,500	\$9,520

2022 Oak Creek Club on-site vehicle expense:

Annual gas expense	Annual maintenance and repair	Annual insurance for on-site vehicle	Total expense
\$4,940	\$5,000	\$2,500	\$12,240

- **Clean Advantage (Lanham, MD):** This contract was terminated by the Oak Creek Club Board of Directors in 2019. Clean Advantage proposes the following cost for 2024.
Option 1: Janitorial Service/Porter \$3,956 monthly (One Full time employee w/o golf cart) (\$47,472/year)
Option 2: Janitorial Service/Porter \$4,306 monthly. (One full time employee w/ Golf Cart) (\$51,672/year)
No Handyman service offered.
- **Beltway Cleaning (Washington DC):** Provided a proposal for 2024 cleaning services in the amount of \$3,675 monthly. Beltway Cleaning does not provide handyman services. (\$44,100/year)
- **Multicorp (Columbia MD):** Can only provide a handyman service if the Board agrees to a day porter for 8 hours a day/5 day a week. There will also be a requirement to assume the cost of a vehicle designated specifically for Oak Creek Club. Pricing has not been provided.

Note: The consideration for a golf cart was discussed during the 2024 budget preparation with the Finance Committee. There was also consideration of the Association purchasing a golf cart. Proposals for a golf cart were provided by the management team. No recommendations were made. Oak Creek Club currently has a handyman to render repairs at the guard house and in the clubhouse, straighten street signs and gate entry signs, assist with obtaining large items out of the attic, and other maintenance-related needs for the site on Monday and Thursday.

Management Recommendation: Management recommends continuing with JC Maintenance as they have provided stellar support to the community by maintaining the grounds at Oak Creek Club, assisting with clean up after events, being vigilant in the community, reporting anything that needs to be repaired or areas of concern. The on-site golf cart will help the handyman and porter move through the community and trails.



Community Association Management Professionals for
Oak Creek Club Homeowners Association
14505 Mary Bowie Parkway, Upper Marlboro, MD 20774

2024 Janitorial Proposal

Michael Belliveau, VA Account Manager
301-595-7333
michaelb@cleanadv.com

January 30, 2024

Alexandria Office
5285 Shawnee Road, Suite 310
Alexandria, VA 22312
301-579-8820

Lanham Office
9701 Philadelphia Court Suite G-7
Lanham, MD 20706
301-579-8820

Annapolis Office
419 Fourth Street
Annapolis, MD 21403
301-579-8820

Oak Creek Club Homeowners Association
c/o Community Association Management Professionals
209 West Street, Suite 302
Annapolis, MD 21401

Dear Tamika Davis,

In accordance with your request, Clean Advantage Corporation submits a proposal for the janitorial contract at **Oak Creek Club Homeowners Association** located at 14505 Mary Bowie Parkway, Upper Marlboro, MD 20774.

Our purpose in compiling this information is to offer you exceptional service at the lowest possible cost. We have made a complete inspection of your property and are confident that the cleaning specifications in this proposal will provide you with the service that you desire. We have also included other information, which will help you in your decision.

Clean Advantage takes pride in the quality of service we deliver to our clients. Your acceptance of this proposal will ensure that this same pride will go into maintaining your property the way you want. Thank you for this opportunity. I look forward to meeting with you to discuss this proposal after your review.

In the meantime, please do not hesitate to call me if you have any questions.

Sincerely,

Michael Belliveau
VA Accounts Manager

The Clean Advantage Difference

Clean Advantage Corporation has serviced the Washington, DC Metropolitan Area since 1979. Our philosophy is very simple: if you don't look good, we don't look good.

Customer Dedication

Not all cleaning companies are the same. We believe our concept of customer service and quality control goes beyond your average cleaning company. It's what sets us apart from the crowd.

We are dedicated to our customers and strive to build *partnerships* with you and your properties. We not only ensure your property is clean and safe for residents or tenants, but we control costs and quality by providing highly trained, committed employees, utilizing modern, efficient equipment, and including supplies in our contracts.

There are a lot of companies out there that can clean your property. But no one has the Clean Advantage difference!

Our Purpose

Competent efficient team creating clean environments!



Janitorial Specs

From 250 sq feet to 200,000 sq feet, Clean Advantage provides comprehensive, project-based, or a combination of cleaning services throughout the Mid Atlantic region.

Services

Carpet Cleaning
Hard Surface
Restore/Care

Electrostatic Cleaning

Pressure Washing

Bulk Trash Removal

Hoarder Clean Up

Garage Cleaning

Graffiti Removal

Storage Room Cleaning

Trash Room Cleaning

Handyman Service

Property Types

Schools
Offices
Buildings

Daycare and Preschool

Universities

Community Centers

Apartment Complexes



"Clean Advantage is extremely responsive to the needs of the property, even on a short notice. They have systems in place that allow them to handle as much or as little as you need!"

Janitorial Specifications for Oak Creek Club Homeowners Association

The following is an agreement for janitorial service at **Oak Creek Club Homeowners Association** located at 14505 Mary Bowie Parkway, Upper Marlboro, MD 20774. Clean Advantage agrees to provide the following:

Scope of Work

Daily/Weekly Schedule to be Assigned by CAC Upon Mutual Agreement with the Property Manager.

<p>Lobby & Entrances:</p> <ol style="list-style-type: none"> Clean all glass at lobby doors, interior windows, etc. up to eight (8) feet. Clean and disinfect all entrances/exits door handles; remove any cobwebs at the entrances/exits. Dust furniture, and fixtures. Thoroughly vacuum all carpeted areas, sweep, and mop floors if applicable throughout lobby & entrances where applicable. Check and remove all trash; replace liners. 	<p>Exercise Room:</p> <ol style="list-style-type: none"> Vacuum all carpeted areas, sweep, and mop floors if applicable. Ensure that all polished/glassed areas are free from smudges and fingerprints, up to eight (8) ft. Clean/disinfect exterior of the gym equipment. Replenish disinfecting supplies for residents to use (to be supplied by Oak Creek Club Homeowners Association). Check and remove trash; replace liners. 	<p>Grounds: (Twice Weekly Porter Services 8am-4pm)</p> <ol style="list-style-type: none"> All grounds will be policed on the designated areas surrounding the exterior perimeter of the property and playgrounds. Remove debris from common areas walks, including misc. trash and glass. Remove dog waste from dog stations; refill doggy bags (to be supplied by Oak Creek Club Homeowners Association). Put all debris collected into the designated trash can and emptied. Assist Fields Operation Supervisor with limited light maintenance task, such helping to distribute flyers, move bulk trash to a remote location, changing light bulbs, up to 8 ft. (bulbs to be provided by Association), etc. <p>Please Note: Worker will not do any extensive maintenance work. Upon review of Clean Advantage Corporation any extensive work, it will be billed at time and material.</p>
<p>Corridors:</p> <ol style="list-style-type: none"> Vacuum all carpeted areas, sweep/mop hard surface floors if applicable. Dust furniture, and fixtures. Dust other areas as needed, including wainscoting, above signs, etc. up to 8 ft. 	<p>Office:</p> <ol style="list-style-type: none"> Vacuum all carpeted areas, sweep/mop hard surface floors if applicable. Empty trash: replace liners and remove all boxes if applicable. Dust furniture, windowsills, moldings, ledges, and mirrors. 	<p>Party Room:</p> <ol style="list-style-type: none"> Vacuum all carpeted areas, sweep, and mop floors if applicable. Clean/dust furniture and replace in an orderly fashion; remove any cobwebs. Check and remove trash; replace liners.
<p>Kitchen:</p> <ol style="list-style-type: none"> Clean/disinfect kitchen counters, tables, and sinks. Wipe down exterior of appliances and cabinets. Food left in the refrigerator will not be discarded unless instructed by Building Management. Check and remove trash; replace liners. 	<p>Guardhouse:</p> <ol style="list-style-type: none"> Sweep/damp wipe floor as needed. Clean bathroom as needed (see specifications). Empty trash and replace liner as needed. Dust furniture as needed. 	<p>All Restrooms:</p> <ol style="list-style-type: none"> Sweep and mop all hard surface floors. Clean and disinfect all fixtures, commodes, sinks, counter tops, shower stalls, & mirrors; wipe down all partition walls, & doors. Replenish soap dispenser, paper products (to be supplied by Oak Creek Club Homeowners Association). Check and remove trash; replace liners.

*Please Note: The changing of the light bulbs when request is only on the days the property gets serviced with supplied light bulbs by the property, and without a need of a ladder and/or any tools - any replaced light bulb up to eight (8) feet or on days the property is not serviced, the property will be billed at time and material. Specifications are given as an outline of services we will perform. Some items are time consuming tasks and other specs may not be done in order to take care of them.

Staffing and Pricing

Consummate Professionals at All Levels of Our Business

Supervisors Bred for Leadership

Our experienced, extensively trained and well equipped supervisory staff is what sets Clean Advantage apart. Each and every one of our supervisors has a strong background in all areas of cleaning technology, both pre and post-COVID. Every project is supervised by an on-site manager who is equipped with an iPad and our customized, cloud-based *Swept* app that allows for constant communication with our customers, cleaning crews, and our home office.

We've furthered our investment in our supervisory team with a \$500,000 fleet of more than 40 branded company vehicles. Our company cars and trucks are fueled and maintained by Clean Advantage to ensure our supervisors have safe, reliable transportation to each and every job site. The majority of our fleet are hybrid vehicles, and we will continue to expand our hybrid fleet to help ensure a greener future for our community.



"Working with Clean Advantage exceeded any of my expectations. Timely responses to my needs are very crucial in our business and the Clean Advantage area manager and supervisor are always there for us assisting in any ways that they can to ease the workload. We have a great experience working with Clean Advantage."

Standard Staffing & Pricing for Oak Creek Club Homeowners Association

Option I Staffing

Monday - Friday Weekly Service

One (1) Full Time Worker without a Golf Cart

Option II Staffing

Monday - Friday Weekly Service

One (1) Full Time Worker with a Golf Cart

Option I Pricing

\$3,956.00 Monthly - \$47,472.00 Annually

Plus tax if applicable

Option II Pricing

\$4,306.00 Monthly - \$51,672.00 Annually

Plus tax if applicable

Additional Optional Services

Power Washing of the Pool Deck

Price Valid Until December 31st 2024

To power wash the pool deck walkways of the pool areas to remove debris, grime, and mold.
\$1,440.00 Per Service Fee (plus tax if applicable)

*Please Note: We are not responsible for any damages to the property, resulting from small rocks ejected by water pressure, water, or leakage. Services to be completed in two (2) business days. To be scheduled by Property Manager.

*Please note if an employee uses leave and a temporary person is used to cover the employee out on leave we will extra bill for the temporary employee's hours. Note, this contract does not include costs of any full-time employee health insurance required by law. If the employee decides to sign up for health insurance, the cost will be added monthly

Supervisory Team for Oak Creek Club Homeowners Association

Area Manager (Your "Go to" contact)

Carlos Tejada

703-898-5399

carlost@cleanadv.com

Account Manager

Angela Novoa

202-480-4579

angelan@cleanadv.com

Vice President of Operations

Tina Rose

301-343-7811

tinar@cleanadv.com

Your Team, Our Family

Clean Advantage is committed to developing a workforce for long term employment. We invest in our employees and their futures, helping to develop people who are not only highly trained cleaning professionals, but people who care about doing their very best for their clients.

Background Checks & Verification

With over 400 employees, we are experienced at vetting prospective employees to ensure compliance with all laws and regulations. We complete a full background check on all employees and verify employment eligibility with E-Verify. We hire only experienced cleaning professionals.

On-going Education

We provide our employees with extensive, on-going training in the latest cleaning techniques to address the needs of our customers. Our internal multi-layered quality control process ensures superior results every time from every employee. Employees also receive specialized training in the safe use of chemicals and any equipment necessary to perform their jobs.

Policies & Procedures

Clean Advantage employees are trained on our policies and procedures, upon initial employment and on-going to ensure they meet our standards.



Janitorial Agreement

The "Advantages" of Working with Clean Advantage



Communication

Instant communication between you and your cleaning team is encouraged. Changes in times, areas of special need - your satisfaction rests in the ability to communicate both ways - and we make sure this happens through easy-access technology.



Production

Many don't give it a thought, but cleaning technologies have come a long way since your grandmother's vacuum. We invest in the latest production products to add speed and precision to all of our cleaning responsibilities. This even applies to the cleaning products we use. You get better results while lowering your costs.



Liability

The necessary backstop, liability coverage is always provided at amounts appropriate for your property and what you do, and for each of our employees while on your premises.



Satisfaction - For All!

The necessary backstop, liability coverage is always provided at amounts appropriate for your property and what you do, and for each of our employees while on your premises.

Janitorial Agreement for Oak Creek Club Homeowners Association at 14505 Mary Bowie Parkway, Upper Marlboro, MD 20774

WITNESS THIS AGREEMENT made _____ by Clean Advantage Corporation and **Oak Creek Club Homeowners Association**: In consideration of the mutual promises hereinafter set forth and for the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Clean Advantage Corporation and **Oak Creek Club Homeowners Association** agree as follows:

I

Purpose: Clean Advantage Corporation will provide janitorial and other related services to **Oak Creek Club Homeowners Association**, according to the set of specifications set forth in Appendix A attached hereto and made part of this Agreement.

II

Term: The term of this Agreement shall commence _____ and shall continue for a period of one (1) year. It will automatically renew for additional one (1) year terms, subject to a 3% increase per year, unless otherwise negotiated. This Agreement may be terminated by either party upon thirty (30) days' written notice of its intention to terminate. Either party may terminate at any time due to breach of the other party upon fifteen days' written notice identifying the breach, unless the breach is cured during such time. Receipt of a termination notice by either party shall automatically terminate this Agreement upon the expiration of the applicable notice period, unless both parties agree to reinstate this Agreement.

III

Compensation: **Oak Creek Club Homeowners Association** agrees to pay Clean Advantage Corporation for its services in the amount and manner set forth below.

A. Base Amount, Adjustments, and Surcharges

1. Clean Advantage's Base Amount of compensation for Services rendered shall be \$SEE PRICE PAGE plus tax if applicable for the Initial Term. It is explicitly agreed, however, that the monthly Base Amount is subject to an increase of three percent (3%) per year thereafter, unless otherwise mutually agreed.

2. It is also agreed that if at any time during the term of this Agreement (i) the federal, state, or local minimum hourly wage rate, applicable to any of Clean Advantage Corporation's employees is raised by an amount in excess of \$.25 per hour; or (ii) any of such employee's hourly rate or fringe benefits are raised above those being provided as of the effective date of this Agreement, either by reason of negotiations with a collective bargaining agent representing Clean Advantage Corporation's employees performing the work contemplated by this Agreement, or (iii) any costs to Clean Advantage, resulting from federal and /or state charges or mandates relating to the health care or any other government program become applicable (hereinafter referred to as the "Payroll Add-ons"), Clean Advantage Corporation shall be entitled to increase the amount billed under the terms of this Agreement. The amount of the increase shall be based on the average monthly increase in Clean Advantage Corporation's payroll expenses to said employees, caused by the Payroll Add-ons, as we will negotiate any increases. The sum shall be referred to as the Increased Payroll Expense. The average monthly increase to the amount to be billed to the **Oak Creek Club Homeowners Association** shall be computed by multiplying the average number of hours worked by Clean Advantage Corporation's employees, under the provisions of the Agreement, over the three (3) full calendar months immediately preceding the date of the employees' increase, by the employees' Increased Payroll Expense.
3. It is further agreed that if at any time during the term of this Agreement, Clean Advantage Corporation's costs in performing its services shall increase by virtue of an increase in the federal, state or local payroll tax, increase in the cost of fuel, or an increase in the price of materials necessary for the performance of the services contemplated herein, e.g. plastic bags/trash can liners, , Clean Advantage Corporation shall also be entitled to pass on such increased cost **Oak Creek Club Homeowners Association** by the way of a surcharge on the monthly bill.
4. It is further agreed that if at any time during the term of this Agreement, Clean Advantage Corporation shall be obligated to perform services in any additional areas of the building, or if the type of services required becomes more difficult by virtue of changes made in the nature of space utilization, Clean Advantage Corporation's compensation shall be increased by the amount of the additional number of man hours required multiplied by the price per man hour, calculated by dividing Clean Advantage Corporation's currently budgeted number of man hours into the Agreement price including any adjustments or surcharges under subparagraphs A2, 3, and 4.

B. Payment

1. **Oak Creek Club Homeowners Association** agrees that Clean Advantage Corporation will be paid on a monthly basis, no later than the tenth of the month, for the services supplied to **Oak Creek Club Homeowners Association** the preceding calendar month. Said payments shall be one-twelfth (1/12) of the Base Amount detailed in subparagraph A1, plus any adjustments or surcharges pursuant to subparagraphs A2, 3, and/or 4. Late payments shall accrue interest at the rate of twelve percent (12%) per annum until paid. Should legal action be required to collect amounts owing hereunder, **Oak Creek Club Homeowners Association** shall reimburse Clean Advantage Corporation for the cost of legal fees, collections, and court costs.

IV

Work Week:

- a. Clean Advantage Corporation will provide **Oak Creek Club Homeowners Association** with its weekly service.
- b. The following days are statutory holidays on which Clean Advantage Corporation shall not be obligated to perform any service: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Upon three (3) days' written notice by **Oak Creek Club Homeowners Association**, Clean Advantage Corporation will perform services on said days at twice the normal daily rate, unless otherwise noted in subparagraph A1.
- c. It is further agreed that during the term of this Agreement and for a period of one (1) year after the termination of this Agreement, neither **Oak Creek Club Homeowners Association**, nor its management, the Community Association, Owner, nor any other party involved in this Agreement, shall, directly or indirectly, induce, entice or assist any employee working for Clean Advantage Corporation who **Oak Creek Club Homeowners Association** met or learned of during the term of this Agreement to leave the employment of Clean Advantage and/ or approach or solicit for employment, or hire any employee working for Clean Advantage Corporation who **Oak Creek Club Homeowners Association** met or learned of during the term of this Agreement. **Oak Creek Club Homeowners Association** acknowledges that if it breaches this provision, damages may be hard to assess or establish, and accordingly, **Oak Creek Club Homeowners Association** specifically agrees that it shall be obligated to pay, as liquidated damages (and not as a penalty) a sum equal to three (3) times the monthly contract amount for each employee solicited or hired in violation of this provision, which **Oak Creek Club Homeowners Association** agrees to pay within 30 days of demand. **Oak Creek Club Homeowners Association** also agrees that it shall be liable to Clean Advantage for any attorney's fees, costs and expenses Clean Advantage incurs in enforcing this provision, including costs and expenses.

V

Supplies and Equipment: Clean Advantage Corporation will provide the supplies necessary (**EXCLUSIVE of trash, recycling and compactor bags; all deodorant chemicals used for trash receptacles, chutes, and compactors; toilet tissue; paper towels; air freshener replacements; disinfecting wipes; and hand soap**) to perform the specifications of this Agreement. Clean Advantage Corporation can provide any and all supplies needed at the cost of the contracting company, **Oak Creek Club Homeowners Association**. We receive exceptional discounts based on quantity ordered from our vendors, and we pass this benefit on to our customers.

VI

COVID-19/ILLNESS WAIVER AND RELEASE: Clean Advantage Corporation follows the disinfection guidelines of both the Centers for Disease Control. **Oak Creek Club Homeowners Association** acknowledges, however, that as people are introduced into the disinfected areas, the spread of COVID-19 can occur irrespective of the areas having been recently cleaned and disinfected. **Oak Creek Club Homeowners Association** further acknowledges that Clean Advantage Corporation cannot and does not have responsibility for the number of people allowed into the areas, or their compliance with social distancing requirements or PPE requirements. Accordingly, **Oak Creek Club Homeowners Association** shall indemnify, defend, and hold harmless, Clean Advantage Corporation, its officer, directors, shareholders, employees, and agents (“Releasees”) from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys’ fees), whether or not an action is brought, arising from or out of, or relating to, directly or indirectly, any person on or in the areas contracting the infection of COVID-19 or any other illness or injury. The foregoing shall be construed as a release, waiver, discharge, and covenant not to sue the Releasees on the basis that a person on or in the areas contracted the infection of COVID-19 or any other illness or injury.

VII

Insurance: Clean Advantage Corporation agrees to furnish a certificate of insurance to **Oak Creek Club Homeowners Association**, clearly showing the insured interest.

VIII

Conformance with Legal Obligations: **Oak Creek Club Homeowners Association** agrees to keep, or cause to keep, all its facilities in conformity with all applicable federal, state, or local laws, ordinances and regulations, free of latent dangers, and agrees to indemnify Clean Advantage Corporation and hold harmless for any loss or injury caused by **Oak Creek Club Homeowners Association** failure to abide by the terms of this Article.

IX

Applicable Law: This Agreement shall be governed by the laws of the State of Maryland.

X

Binding: This Agreement shall inure to and bind all parties, their successors, assigns, agents or representatives.

XI

Entire Agreement: This Agreement contains the entire agreement between the parties. All prior negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated or referred to herein. This Agreement may not be modified except by an instrument in writing signed by the parties.

XII

Clean Advantage Corporation shall be excused from performance of Services hereunder if its failure to perform is the result of causes beyond its reasonable control, including, but not limited to, acts of God, governmental authority, war, terrorism, riots, civil disturbances, accidents, explosions, sabotage, fire, floods, natural disasters, pandemics or epidemics, and labor disputes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

By Type First & Last Type Company Name

By Michael Belliveau, VA Accounts Manager, Clean Advantage Corporation Michael Belliveau

Tamika Davis

From: Michael Belliveau <MichaelB@cleanadv.com>
Sent: Monday, January 29, 2024 10:12 AM
To: Tamika Davis; Tina Rose; Jennifer Lopez; Angela Novoa; Abigail Estevez
Cc: Moriah Benjamin
Subject: Re: [Junk]FW: Jennifer Lopez sent you Oak Creek Clubhouse HOA (PGC) 2023-24 Proposal via PandaDoc

Good morning Tamika,

Our proposal does service all the grounds/entrances you have mentioned. We do have a golf cart that we could use, but there would be a fee and we would need a place to store the golf cart. Unless you had a golf cart on-site for us to use already. We would not be able to perform the 2 day grounds without a vehicle.

We could always give you an option for 1 full time employee who does all the work. 1 full time employee without a golf cart would be \$3,956.00 a month. 1 full time employee with a golf cart provided by Clean Advantage would be \$4,306.00 monthly.

Unfortunately, we do not have a handyman option at this time.

Regards,
Michael Belliveau
Clean Advantage Corporation
Account Manager
301-814-0168
Cleanadv.com

From: Tamika Davis <tdavis@oakcreekclub.com>
Sent: Sunday, January 28, 2024 11:32:10 AM
To: tinar@cleanadv.com <tinar@cleanadv.com>; Michael Belliveau <MichaelB@cleanadv.com>; Jennifer Lopez <jennifer@cleanadv.com>; Angela Novoa <angelan@cleanadv.com>; Abigail Estevez <Abigail@cleanadv.com>
Cc: Moriah Benjamin <assistantmgr@oakcreekclub.com>
Subject: [Junk]FW: Jennifer Lopez sent you Oak Creek Clubhouse HOA (PGC) 2023-24 Proposal via PandaDoc

Good Morning,

Does the attached proposal include a porter service for grounds trash pick up for 8 gate entrances, 85 streets, and three playgrounds? Also, will there be any additional fuel surcharges or vehicle use charges added to the monthly invoice amount? Is there a cost for a handyman option?

Thanks Tamika,

Tamika Davis, CMCA®
On-Site Community Manager – (CAMP)
Oak Creek Club Homeowners Association
14505 Mary Bowie Parkway
Upper Marlboro, MD 20774

Tamika Davis

From: Jack Lively <jlively@beltwayservices.com>
Sent: Monday, January 29, 2024 1:00 PM
To: Tamika Davis
Cc: Moriah Benjamin
Subject: Re: FW: Cleaning Proposal

Hi Tamika,

Thank you for your email. This proposal does not include the gate entrances, streets and playgrounds as it is strictly just for the clubhouse and surrounding areas of the clubhouse building. We unfortunately do not provide handyman services as well. Please let me know if you have any other questions and thanks again.

Jack

On Sun, Jan 28, 2024 at 11:24 AM Tamika Davis <tdavis@oakcreekclub.com> wrote:

Good Morning Jack,

Does this proposal include grounds trash removal for 8 gate entrances, 85 streets, three playgrounds, and trash removal in the common areas? Daily custodial cleaning of the Guardhouse? Do you have a handyman option? Please confirm. Thanks, Tamika.

Tamika Davis, CMCA®

On-Site Community Manager – (CAMP)

Oak Creek Club Homeowners Association

14505 Mary Bowie Parkway

Upper Marlboro, MD 20774

Phone (301) 390-1721 | www.OakCreekClubHOA.com

manager@oakcreekclub.com



Good morning, Alexis. I hope all is well. I have attached our cleaning proposal for your review. Please let me know if you have any questions or need any additional information moving forward and thank you again for your consideration.

Best Regards, Jack.

--
Jack Lively | Sales Executive

Beltway Cleaning Services, LLC

2634 12th Street, NE

Washington, DC 20018 USA

Office 202.223.6950 | Mobile 202.876.7627

Fax 202.223.6951

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Jack Lively | Sales Executive
Beltway Cleaning Services, LLC

2634 12th Street, NE

Washington, DC 20018 USA

Office 202.223.6950 | Mobile 202.876.7627

Fax 202.223.6951



BUILDING MAINTENANCE SERVICES INC

Interior & Exterior painting • Office Cleaning • Carpet Cleaning • Turn Over Cleaning

January 25th 2024

Oak Creek Club Homeowners Association
14505 Mary Bowie Parkway
Upper Marlboro, MD 20774

Re: Proposal for 2024 Day Porter (handyman) Services at Oak Creek Club HOA.

Dear, Miss. Tamika,

As per your request I respectfully submit the price to perform the below services at the location listed above.

Scope of Work

- 1 Handyman Tuesdays and Thursdays 8 hours daily.
- Handyman for the entire property
- Police/ground entire property in sections*
- Change out exterior property trash liners throughout the property.
- Touch up paint where needed* Client to provide paint and supplies as needed.
- Provide miscellaneous handyman services throughout the property as needed.
- Client to provide supplies as projects come up*
- Client to provide supplies and exterior trash liners**
- JC Building Maintenance to provide labor & car allowance (gas)
- Report to management for any management needs
- Price includes expected minimum wage increase to take effect on Jan 2024.

Dayporter schedule may be re-arranged or adjusted by management convenience

Price Breakdown as follow;

- Car Allowance Cost (gas).....\$450.00 Monthly.
- Handy Man Labor Cost.....\$2,562.00 Monthly

Total Amount Due Monthly \$3,012.00 Monthly

All invoices are due by the 20th of each month. Past due invoices may incur a monthly 3% late fee*

Price will increase during the duration of this contract if county or state minimum wage increases

***This includes supervision by regional manager.**

Mr. Tamika, if the price is acceptable please sign the bottom portion of this letter and email it to my attention so that I may process it immediately.

X

Signature & Date

Respectfully

Ana Granados



STAFF RESPONSIBILITIES

- Staff are expected to follow dress codes as follows:
 - Shirts always tucked in.
 - Shirt and Khaki Pants (Jeans allowed if approved by management)
 - No headwear unless approved by Management or working outside.
 - Safety shoes, back braces, eyewear, gloves, and other PPEs as needed.
- Staff will provide as much notice as possible if unable to work a set shift.



COMPENSATION FOR EMPLOYEES:

- Paid holidays (6 per year)
 - New Years
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving
 - Christmas Day

**** If property requires a coverage for any of these holidays, we will provide one porter with extra charge. ** \$35 per hour with a 4 hour Min. per person**

If a service day falls on one of the above holiday-(tues/ thurs) then service will continue on the following day (wed/ fri) after said holiday, unless coverage is requested to be completed on the holiday day itself.

Onsite Employee Health Benefits

*Please Note, this agreement does not include costs of health insurance for any onsite employee. As this is an optional benefit to full time employees upon their choice to accept or decline. If employee does accept coverage, a small percentage of the cost for employer contribution will be added monthly to this agreement. ****(note*health coverage benefits are required to be offered by state law)**



Cancellation

Agreement may be cancelled by either party with a thirty (30) day written notice. If contract is terminated or expires it is agreed and understood that the client or any 3rd party contractor will not solicit employees working for JC Building Maintenance Service Inc or any of its affiliates for employment of any kind for a period of (1) year after the expiration or termination of this contract. If done so, JC Building Maintenance will impose a fee (3) times the monthly contract amount for hiring our employees.

Terms of Agreement:

Contract is based upon 365 days per year and extends for 12 months with no increase in cost within that year of contract work JC Building Maintenance' obligation for manpower, equipment, supplies and materials ends on the date of termination and surplus supplies and materials will be removed from premises.

QUALITY CONTROL

JC Building Maintenance Services is committed to providing quality service to all of our customers. We work with you to successfully implement a quality process within your facility that reflects your philosophy and commitment to quality.

Regular inspections by management personnel are an integral part of our quality program. Our ability to constantly assess and document the level of service our customers are receiving is a large part success. Our quality inspection program includes:

- Monthly/ quarterly inspections by the operation manager.
- Both random and scheduled inspections by the operation manager.

With your approval **JC Building Maintenance Service** will institute a "Customer Satisfaction Survey" to measure your quality perceptions of our work. We track complaints and/or take corrective/preventive measures based on the nature and frequency of the occurrence of defects. These measures are tracked on a regular basis and their results are reviewed to determine areas of improvement.

Customer Communications:

Frequent communications is a key element of our project management plan. Your on-site Project Management is readily available to handle your requests, and will provide you with information about your facility on a regular basis. We make it easy for you to communicate with us. With cell-phones, and emails. We're never out of reach.

Cell phones are provided to **JC Building Maintenance Services** staff members based on the needs of the individual facility. As a result, we can provide immediate response to any situation that may occur in your facility. Customers are provided with emergency contact information.



August 23rd, 2023

**Oak Creek Club Homeowners Association
14505 Mary Bowie Parkway
Upper Marlboro, MD 20774**

Re: Proposal for 2024 Day Porter (handyman) Services at Oak Creek Club HOA.

Dear, Miss. Tamika,

As per your request I respectfully submit the price to perform the below services at the location listed above.

Scope of Work

- 1 Handyman Tuesdays and Thursdays 8 hours daily.
- Handyman for the entire property
- Police/ground entire property in sections*
- Change out exterior property trash liners throughout the property.
- Touch up paint where needed* Client to provide paint and supplies as needed.
- Provide miscellaneous handyman services throughout the property as needed.
*Client to provide supplies as projects come up**
- *Client to provide supplies and exterior trash liners***
- Jc Building Maintenance to provide labor & golf cart rental
- Report to management for any management needs
- *Price includes expected minimum wage increase to take effect on Jan 2024.*

Dayporter schedule may be re-arranged or adjusted by management convenience

Price Breakdown as follow;

- Golf Cart Rental Cost.....\$650.00 Monthly.
- Handy Man Labor Cost.....\$2,562.00 Monthly

Total Amount Due Monthly \$3,212.00 Monthly

All invoices are due by the 20th of each month. Past due invoices may incur a monthly 3% late fee*

Price will increase during the duration of this contract if county or state minimum wage increases

***This includes supervision by regional manager.**

Mr. Tamika, if the price is acceptable please sign the bottom portion of this letter and email it to my attention so that I may process it immediately.

X

Signature & Date

Respectfully

Ana Granados



STAFF RESPONSIBILITIES

- Staff are expected to follow dress codes as follows:
 - Shirts always tucked in.
 - Shirt and Khaki Pants (Jeans allowed if approved by management)
 - No headwear unless approved by Management or working outside.
 - Safety shoes, back braces, eyewear, gloves, and other PPEs as needed.
- Staff will provide as much notice as possible if unable to work a set shift.



COMPENSATION FOR EMPLOYEES:

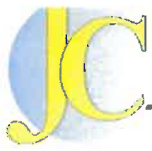
- Paid holidays (6 per year)
 - New Years
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving
 - Christmas Day

**** If property requires a coverage for any of these holidays, we will provide one porter with extra charge. ** \$35 per hour with a 4 hour Min. per person**

If a service day falls on one of the above holiday-(tues/ thurs) then service will continue on the following day (wed/ fri) after said holiday, unless coverage is requested to be completed on the holiday day itself.

Onsite Employee Health Benefits

*Please Note, this agreement does not include costs of health insurance for any onsite employee. As this is an optional benefit to full time employees upon their choice to accept or decline. If employee does accept coverage, a small percentage of the cost for employer contribution will be added monthly to this agreement. ****(note*health coverage benefits are required to be offered by state law)**



Cancellation

Agreement may be cancelled by either party with a thirty (30) day written notice. If contract is terminated or expires it is agreed and understood that the client or any 3rd party contractor will not solicit employees working for JC Building Maintenance Service Inc or any of its affiliates for employment of any kind for a period of (1) year after the expiration or termination of this contract. If done so, JC Building Maintenance will impose a fee (3) times the monthly contract amount for hiring our employees.

Terms of Agreement:

Contract is based upon 365 days per year and extends for 12 months with no increase in cost within that year of contract work JC Building Maintenance' obligation for manpower, equipment, supplies and materials ends on the date of termination and surplus supplies and materials will be removed from premises.

QUALITY CONTROL

JC Building Maintenance Services is committed to providing quality service to all of our customers. We work with you to successfully implement a quality process within your facility that reflects your philosophy and commitment to quality.

Regular inspections by management personnel are an integral part of our quality program. Our ability to constantly assess and document the level of service our customers are receiving is a large part success. Our quality inspection program includes:

- Monthly/ quarterly inspections by the operation manager.
- Both random and scheduled inspections by the operation manager.

With your approval **JC Building Maintenance Service** will institute a "Customer Satisfaction Survey" to measure your quality perceptions of our work. We track complaints and/or take corrective/preventive measures based on the nature and frequency of the occurrence of defects. These measures are tracked on a regular basis and their results are reviewed to determine areas of improvement.

Customer Communications:

Frequent communications is a key element of our project management plan. Your on-site Project Management is readily available to handle your requests, and will provide you with information about your facility on a regular basis. We make it easy for you to communicate with us. With cell-phones, and emails. We're never out of reach.

Cell phones are provided to **JC Building Maintenance Services** staff members based on the needs of the individual facility. As a result, we can provide immediate response to any situation that may occur in your facility. Customers are provided with emergency contact information.



August 24, 2023

**Oak Creek Club Homeowners Association
14505 Mary Bowie Parkway
Upper Marlboro, MD 20774**

Re: Proposal for 2024 Part Time Day Porter Services at Oak Creek Club HOA.

As per your request I respectfully submit the price to perform the below services at the location listed above.

Scope of Work (attached)

- 1 Dayporter (20) hours weekly, Mon-Fri
- JC Maintenance to provide all labor and materials.
- **Cost Includes anticipated minimum wage increase to take place on Jan 1st 2024.**

****Dayporter schedule may be re-arranged or adjusted by management convenience****

Price is:

Monthly

Each 20th due \$ 2,870.00

All invoices are due by the 20th of each month. Past due invoices may incur a monthly 3% late fee*

*****Price will increase during the duration of this contract if county or state minimum wage increases*****

***This includes supervision by regional manager, Toilet tissue, paper towels, cleaning supplies provided by JC maintenance services.**

if the price is acceptable, please sign the bottom portion of this letter and email it to my attention so that I may process it immediately.

Respectfully

Ana Granados

X

Signature & Date



Oak Creek Club Scope of Work

CLUBHOUSE

- Clean entrance doors and door glass daily.
- Sweep/mop tiles doors as needed.
- Vacuum, carpeted floors as needed.
- Dust furniture daily.
- Thoroughly clean rest rooms daily.
- Clean kitchen area daily,
- Clean office area daily.
- Empty trash cans and replace liner as needed.
- Clean exercise room, wipe equipment, vacuum floors, clean mirrors, etc. as needed.
- Clean restrooms daily; as follows;
 - Mop and sweep floors
 - Wash all fixtures, mirrors and commodes
 - Replace soap, towel and toilet paper supplies (paper products provided by (JC Building Maintenance)
 - Wash urinals and toilet with disinfectant
 - Wipe down ceramic tile walls and stalls
- Clean party room area as needed.
- Police management office exterior grounds to include (pool area, management sidewalk and walkway surrounding building, management parking lot)

GUARDHOUSE

- Sweep/damp wipe floor as needed.
- Clean bathrooms daily
- Empty trash and replace liner as needed.
- Dust furniture/blinds as needed.



STAFF RESPONSIBILITIES

- Staff are expected to follow dress codes as follows:
 - Shirts always tucked in.
 - Shirt and Khaki Pants (Jeans allowed if approved by management)
 - No headwear unless approved by Management or working outside.
 - Safety shoes, back braces, eyewear, gloves, and other PPEs as needed.
- Staff will provide as much notice as possible if unable to work a set shift.



COMPENSATION FOR EMPLOYEES:

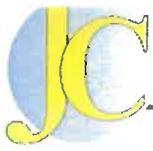
- Paid holidays (6 per year)
 - New Years
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving
 - Christmas Day

**** If property requires a coverage for any of these holidays, we will provide one porter with extra charge. ** \$35 per hour with a 4 hour Min. per person**

If a service day falls on one of the above holiday) then service will continue on the following day after said holiday, unless coverage is requested to be completed on the holiday day itself.

Onsite Employee Health Benefits

*Please Note, this agreement does not include costs of health insurance for any onsite employee. As this is an optional benefit to full time employees upon their choice to accept or decline. If employee does accept coverage, a small percentage of the cost for employer contribution will be added monthly to this agreement. ****(note*health coverage benefits are required to be offered by state law)**



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- Monthly/ quarterly inspections by the operation manager.
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Cell phones are provided to **JC Building Maintenance Services** staff members based on the needs of the individual facility. As a result, we can provide immediate response to any situation that may occur in your facility. Customers are provided with emergency contact information.

Tamika Davis

From: melissa jcmaintenance.org <melissa@jcmaintenance.org>
Sent: Thursday, January 25, 2024 1:03 PM
To: Tamika Davis
Cc: ana jcmaintenance.org
Subject: 2024 Oak Creek Handy Man Proposals
Attachments: 2024 Oak Creek Club DP Handyman Proposal -.pdf; 2024 Oak Creek Club DP Handyman Proposal -w. car allowance cost.pdf

Good Afternoon, Tamika

Per our discussion i have attached both handyman services proposal. 1 includes the handyman services labor cost 2 x per week and a golf car rental monthly fee to have on the property so that he can get around and the office staff is also more than welcome to use. The other proposal includes the handyman labor cost 2x per week and a car allowance cost which is for gas and a very small percentage of maintenance of the vehicle that he needs to get around the property to do his required work. As mentioned prior, unfortunately, the price that we had in place the past years did not account for the vehicle expense which should have been accounted for in our pricing. Also please note that the price increase in labor is due to the increase in minimum wage that took effect on Jan 1st 2024 in Maryland. Due to the skills required for this position and the new minimum wage we had to increase the labor cost in our pricing. If you have any additional questions or concerns, Please feel free to contact me directly. We greatly appreciate the opportunity to continue servicing Oak Creek Club and we hope to continue doing so.

Thank you,



Melissa Granados

C: (571) 285-7896
O: (703) 670-7700
F: (703) 670-0700

*Increase due to Maryland
Minimum wage increase
1/1/2024 \$15.00
13.25
2023*

1212 Garrisonville Rd
Stafford, VA 22556
www.jcbmaintenance.com

Please consider the environment before printing this email

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oak creek. Also, you'll notice that the maintenance cost is much higher in 2022 due to the transmission repair that ana had mentioned to you that was done last year due to the continued stop and go of the van on the property. Unfortunately, we had the same issue with another van that was being used onsite prior as well and this is what the mechanic had explained that was most likely the cause of the transmission going bad on each vehicle. I did not include this on 2023 breakdown below because we are crossing our fingers that this does not happen once again this year. Lastly please note that this cost is currently not being included in the current contract or prior contracts. In the current contract we are only charging for labor, overhead and profit. Unfortunately, we just recently came to this realization since it has started to become much more costly than what we had priced this service out for originally. Please feel free to contact me if you have any additional questions or concerns.

2023 oak creek onsite vehicle expense

Annual gas expense	Annual maintenance & repairs	Annual mileage & insurance percentage for onsite provided vehicles annual cost	Total expense annually	Divided monthly
\$ 4,420.00	\$ 2,600.00	\$ 2,500.00	\$ 9,520.00	\$ 793.33

2022 oak creek onsite vehicle expense

Annual gas	Annual maintenance & repairs	Annual mileage & insurance percentage for onsite provided vehicles annual cost	Total expense annually	Divided monthly
\$ 4,940.00	\$ 5,000.00	\$ 2,300.00	\$ 12,240.00	\$ 1,020.00

Thank you,



Melissa Granados
 C: (703) 398-9269
 O: (703) 670-7700
 F: (703) 670-0700

1212 Garrisonville Rd
 Stafford, VA 22556
<https://jcmaintenanceservice.com>

Please consider the environment before printing this email

The information contained in this message may be privileged and confidential and protected from disclosure. If the reader of this message is not the intended



August 23rd, 2023

**Oak Creek Club Homeowners Association
14505 Mary Bowie Parkway
Upper Marlboro, MD 20774**

Re: Proposal for 2024 Day Porter (handyman) Services at Oak Creek Club HOA.

Dear, Miss. Tamika,

As per your request I respectfully submit the price to perform the below services at the location listed above.

Scope of Work

- 1 Handyman Tuesdays and Thursdays 8 hours daily.
- Handyman for the entire property
- Police/ground entire property in sections*
- Change out exterior property trash liners throughout the property.
- Touch up paint where needed* Client to provide paint and supplies as needed.
- Provide miscellaneous handyman services throughout the property as needed.
- **Client to provide supplies as projects come up***
- **Client to provide supplies and exterior trash liners****
- Jc Building Maintenance to provide labor & golf cart rental
- Report to management for any management needs
- *Price includes expected minimum wage increase to take effect on Jan 2024.*

Dayporter schedule may be re-arranged or adjusted by management convenience

Price Breakdown as follow;

- Golf Cart Rental Cost.....\$650.00 Monthly.
- Handy Man Labor Cost.....\$2,562.00 Monthly

Total Amount Due Monthly \$3,212.00 Monthly

All invoices are due by the 20th of each month. Past due invoices may incur a monthly 3% late fee*

Price will increase during the duration of this contract if county or state minimum wage increases

***This includes supervision by regional manager.**

Mr.Tamika, if the price is acceptable please sign the bottom portion of this letter and email it to my attention so that I may process it immediately.

X

Signature & Date

Respectfully

Ana Granados



STAFF RESPONSIBILITIES

- Staff are expected to follow dress codes as follows:
 - Shirts always tucked in.
 - Shirt and Khaki Pants (Jeans allowed if approved by management)
 - No headwear unless approved by Management or working outside.
 - Safety shoes, back braces, eyewear, gloves, and other PPEs as needed.
- Staff will provide as much notice as possible if unable to work a set shift.



COMPENSATION FOR EMPLOYEES:

- Paid holidays (6 per year)
 - New Years
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving
 - Christmas Day

**** If property requires a coverage for any of these holidays, we will provide one porter with extra charge. ** \$35 per hour with a 4 hour Min. per person**

If a service day falls on one of the above holiday-(tues/ thurs) then service will continue on the following day (wed/ fri) after said holiday, unless coverage is requested to be completed on the holiday day itself.

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Memorandum

To: Oak Creek Club Board of Directors

From: Tamika Davis, On-Site Community Manager - CAMP

Date: Sunday, January 28, 2024

Re: GRS - IT Services

Suggested Motion: "I move to approve the GRS Technology Solutions contract renewal proposals in the amount of \$1,799 a month to be expensed from the Administration subaccount Office IT Technology."

Please see the attached GRS All Inclusive IT services renewal proposal.

GRS has provided IT support for Oak Creek Club since 2021. GRS Supports three desktops, three laptops, and guardhouse technology. For 2023 GRS Technology Solutions IT had a monthly cost of \$1,299.

Management Recommendation: Management recommends continuing service with GRS Technology Solutions for 2024. GRS has been very responsive to Oak Creek Club's IT needs and continues to provide recommendations for security and improvement of the community IT network needs.



GRS All-Inclusive IT Services
(Renewal)
For:
Oak Creek Club

GRS Technology Solutions All-Inclusive IT Services offers stability and reliability of your organization's technology investment. Allow us the opportunity to continue to provide outstanding service.

Thank you again for your consideration.

Agreement

Terms and Conditions

This managed IT services agreement (“**Agreement**”) is made as of the date last written on the signature page hereof (the “**Effective Date**”) by and between GeeksRUs, LLC, a Virginia limited liability company doing business as GRS Technology Solutions (“**GRS Technology Solutions**”), and the party identified on the signature page hereof as the Customer (“**Customer**”). Each of GRS Technology Solutions and Customer is sometimes referred to in this Agreement as a “**Party**” and they are sometime referred to, together, in this Agreement as the “**Parties**.”

1. **Services.** The services to be provided under this Agreement are described in one or more appendixes to this Agreement (each such Appendix executed and delivered by the Parties being referred to herein as an “**Appendix**”). During the Term of this Agreement, GRS Technology Solutions will perform the services described in each Appendix (the “**Services**”) and Customer will pay the applicable fees set forth in each Appendix.

1.1. **Managed IT Services.** Services available under this Agreement include remote computer system management, on-site, on-line and telephone user support services, and computer system support (such services as are identified in Appendix A being the “**Managed IT Services**”) The Managed IT Services will be performed for the monthly fee set forth in Appendix A (the “**Monthly Fee**”) at the offices of GRS Technology Solutions and at the office(s) of the Customer identified in Appendix A. GRS Technology Solutions will provide the Managed IT Services for the Customer’s “covered equipment” identified on Appendix A (the “**Managed System**”).

1.2. **Service Level Agreement.** The Managed IT Services include user support services to Customer’s personnel for use of the Managed System. Such user support services may be provided on-line or by phone. GRS Technology Solutions will provide such user support services in conformity with the service level agreement set forth in Appendix B to this Agreement, except for installation and set-up services (which are not subject to the service level agreement). Customer acknowledges that GRS Technology Solutions is not responsible for any failure to meet the response times or resolution times set forth in Appendix B resulting in whole or in part from Customer’s noncompliance with this Agreement, force majeure events (described in Section 11.1 of this Agreement) or any third party acts or omissions.

1.3. **Supplemental Services.** In addition to the Managed IT Services, GRS Technology Solutions may from time to time perform certain other services (“**Supplemental Services**”) on an hourly or fixed fee basis, which may include the customization of the Managed IT Services at Customer’s request and other services related to the Managed IT Services. Supplemental Services will be performed only with Customer’s written agreement in advance and will be provided at GRS Technology Solutions’ then-current rates on a time and materials basis or such other rates set forth in an Appendix for the Supplemental Services. GRS Technology Solutions may, in its sole discretion, elect not to perform Supplemental Services, and may request prepayment for the same in full based on GRS Technology Solutions’ project estimate, and invoice Customer on a time-and-materials basis for any time and/or costs incurred in excess of such estimate. Such Supplemental Services and all software and other items delivered by GRS Technology Solutions in connection therewith shall be subject to the terms and conditions of this Agreement.

1.4. **Limitations.** The Managed IT Services do not under any circumstances include any of the following: (a) parts, equipment or software (except for assistance in obtaining such items pursuant to warranties made by Customer’s third party vendors); (b) programming, coding, modification of software code and custom software maintenance; (c) correction of errors or defects in software or data; (d) structure, cabling, wiring and network drops; (e) printer tracking software, ink, and printer repairs; (f) design or maintenance of any web sites or logos; (g) regulatory compliance services (except to the extent otherwise specified in an Appendix), including without limitation, DFARS, NIST 800-171 and NIST compliance services; (h) data clean room services; and (i) services to restore data or IT Systems functionality lost as a result of failure of any component of the IT Systems (except for the disaster recovery services customarily provided by GRS Technology Solutions as Managed IT Services), including rebuilding corrupted records, examining files, re-installation of any operating system or other software, and re-indexing databases. GRS Technology Solutions may perform any such services as Supplemental Services, but has no obligation to perform any such services except as set forth in an Appendix covering such Supplemental Services executed and delivered by both Parties.

2. Customer Responsibilities.

2.1. **Connectivity and Access.** Customer shall procure and maintain a full time, dedicated Internet connection and allow GRS Technology Solutions access to the Customer’s IT Systems through such Internet connection. Customer shall provide the personnel of GRS Technology Solutions (including subcontractors) with access to the facilities where Customer’s IT Systems are located to perform the Services and also to the covered equipment identified on Appendix A. Customer hereby authorizes GRS Technology Solutions to

load, maintain, and update system management software on Customer's IT Systems to perform the Services. Customer shall furnish GRS Technology Solutions with administrator-level password access for all components of the Managed System when requested by GRS Technology Solutions in connection with the Services.

2.2. **Customer's Facilities and IT Security.** The term "IT Systems" refers to the Managed System and all other computing devices, communication and data transmission devices, printing and display devices, data storage devices and connectivity provided by or for Customer that relate to, or affect the function of, the Managed System. Customer is responsible for providing and maintaining the environment for the IT Systems, and using the IT Systems, properly and in accordance with each vendor's instructions and requirements, and GRS Technology Solutions is not responsible for damage or impairment of any element of the IT Systems resulting from Customer's failure to fulfill such obligations. Customer is responsible for issuing, and maintaining the integrity of, Customer's passwords and other access credentials relating to Customer's IT Systems, and GRS Technology Solutions shall not be liable for any harm resulting in whole or in part from the failure of Customer to implement, maintain and observe best security practices among Customer's workforce for integrity and security of the passwords and other access credentials. Any services performed by GRS Technology Solutions to repair, replace or remedy damage resulting from Customer's failure to perform such obligations, or resulting from accident, vandalism, electrical or environmental problems (including water and excessive heat, cold or humidity) or Customer's improper use of the IT Systems, or from IT System maintenance provided by anyone other than personnel of GRS Technology Solutions will be provided only as Supplemental Services on a time and materials basis at GRS Technology Solutions' then-prevailing rates. Customer is responsible for the risk of loss to all IT Systems equipment located at Customer's facilities and shall be solely responsible for the cost of replacing any such equipment procured by GRS Technology Solutions, including payment to GRS Technology Solutions for loss of or damage to such equipment owned by GRS Technology Solutions.

2.3. **Third Party Fees and Costs.** Customer is solely responsible for the payment of any and all charges, fees and costs imposed by any third party with respect to any element of the IT Systems (other than charges for any Managed System components procured by GRS Technology Solutions for Customer's use that are set forth in Appendix A and marked "waived"), including: (a) the cost of any parts, equipment, or shipping charges or restocking charges of any kind; (b) fees for software, including fees for licensing, renewal, or upgrades; and (c) fees for any third party vendor support or incident fees of any kind.

3. **Term.** This Agreement shall have an initial term commencing upon the Effective Date and continuing for a period of one (1) year thereafter unless sooner terminated pursuant to Section 9 of this Agreement. This Agreement shall automatically renew on each anniversary of the Effective Date for additional terms of one (1) year each, unless either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to such renewal date. "Term" means the period from the Effective Date until the expiration of this Agreement pursuant to this Section 3 or the termination of this Agreement pursuant to Section 9.

4. **Fees and Payments.**

4.1. **Monthly Fee.** The Monthly Fee covers all of the Managed IT Services for the Managed System and the performance of the service level agreement by GRS Technology Solutions. Monthly Fees are payable in advance and due on the 1st day of each month. GRS Technology Solutions may, in its sole discretion, provide Managed IT Services for additional equipment in the IT Systems (including equipment added by Customer after the execution of this Agreement), but is not required to do so. To change the equipment that is included in the Managed System covered by the Monthly Fee, Appendix A must be amended to set forth the updated list of equipment to be included in the Managed System. GRS Technology Solutions may require an increase in the Monthly Fee as a condition of agreeing to such Amendment. In addition, the Monthly Fee does not include any charges imposed by third-party vendors. Such charges, if payable to the third-party vendor through GRS Technology Solutions, will be billed by GRS Technology Solutions to Customer separately from the Monthly Fee.

4.2. **Payment.** [In connection with entering into this Agreement,] GRS Technology Solutions may require Customer to provide an authorization for directly drawing or charging amounts payable by Customer under this Agreement from an account of Customer ("Direct Payment Authorization"), such as a credit card account and charge authorization signed by an authorized officer of Customer. If Customer has provided Direct Payment Authorization to GRS Technology Services, then amounts payable by Customer under this Agreement will be collected using such Direct Payment Authorization and, in addition, GRS Technology Solutions may require the Customer to provide a substitute account and authorization for payment if the prior account is declined. GRS Technology Solutions also may invoice Customer for amounts payable under this Agreement. All amounts due under this Agreement must be paid by Customer, without setoff or counterclaim, with Monthly Fees being due in advance on the first day of each calendar month and all other charges invoiced being due on the 30th day after the invoice date. Any charges not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1½%) per month or the maximum interest rate allowed by applicable law. In addition, Customer shall pay the costs of collection for all overdue amounts for the Services, including collection agency fees, attorneys' fees and court costs.

4.3. **Expenses.** The fees set forth in the Appendixes do not include the cost of any equipment, materials, software or third party services (other than such items as are expressly set forth in the Appendix), or shipping or restocking charges, and such expenses are payable by Customer in the actual amount incurred by GRS Technology Solutions.

4.4. **Exclusive of Taxes.** All fees and expenses payable under this Agreement are exclusive of any taxes and other assessments imposed or levied by any government or government agency. Customer shall be solely responsible for payment of all such taxes and assessments, however designated, which are levied or based on this Agreement or any goods delivered or services provided hereunder, including but not limited to, all state and local sales, use, and personal property taxes.

5. **Representations and Warranties.** GRS Technology Solutions represents and warrants to Customer, and Customer represents and warrants to GRS Technology Solutions, that: (a) it has the power and authority to enter into this Agreement and to perform its obligations under this Agreement; (b) it has taken all necessary action on its part to authorize the execution and delivery of this Agreement and all other documents executed by it in connection with this Agreement; and (c) the execution and delivery of this Agreement and the performance of its obligations hereunder do not conflict with, violate or constitute a default under its charter documents or any agreement to which it is a party. In addition, Customer represents and warrants to GRS Technology Solutions that the information Customer has provided to GRS Technology Solutions for the purpose of establishing an account with GRS Technology Solutions is accurate and complete.

6. **Limited Warranty; Liability; Indemnity.**

6.1. **Limited Warranty; Disclaimer.** GRS Technology Solutions warrants that the Services performed hereunder shall be performed in a workmanlike manner by qualified personnel. GRS Technology Solutions' exclusive obligation under this limited warranty will be to provide substitute Services complying with such warranty. **ALL SOFTWARE, FIRMWARE, EQUIPMENT, DOCUMENTATION, AND OTHER ITEMS DELIVERED BY GRS TECHNOLOGY SOLUTIONS ARE PROVIDED AS IS. THE LIMITED EXPRESS WARRANTY PROVIDED ABOVE IS THE SOLE WARRANTY OF GRS TECHNOLOGY SOLUTIONS AND THERE ARE NO OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF NON-INFRINGEMENT, SYSTEM INTEGRATION, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. GRS TECHNOLOGY SOLUTIONS DOES NOT WARRANT OR REPRESENT THAT THE SERVICES OR THE OPERATION OF CUSTOMER'S IT SYSTEMS WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE.**

6.2. **Limitation of Liability.** Notwithstanding anything to the contrary herein, the maximum aggregate monetary liability of GRS Technology Solutions under any theory of law (including breach of contract, tort, strict liability and infringement) for any claim relating to this Agreement shall not exceed six (6) times the Monthly Fee payable under this Agreement in effect at the time of the occurrence of the event giving rise to the claim. In no event shall GRS Technology Solutions be liable for any special, incidental, indirect, exemplary, punitive, or consequential damages including without limitation lost profits, loss of data, and loss of business, even if GRS technology Solutions has been advised of, knew or should have known of the possibility of such damages.

6.3. **Indemnification.** Customer shall indemnify and hold harmless GRS Technology Solutions, its officers, directors, employees, and agents from and against any and all liabilities, damages, expenses, claims, demands, suits, fines, or judgments including, but not limited to, attorneys' fees, costs, and expenses incident thereto, which may be suffered by, accrued against, charged to, or recovered from any of them by reason of any misappropriation, infringement, injuries to or deaths of persons, or the loss of, damage to, or destruction of property, including loss of use, arising out of or in connection with any act, error, or omission of Customer, its officers, directors, employees, or agents in breach of Customer's responsibilities under this Agreement.

7. **Third-Party Hardware, Software and Services.** All hardware, software and services of any party other than GRS Technology Solutions provided to Customer, whether provided under this Agreement or otherwise, are provided under and are subject to the terms and conditions on which such hardware, software or services is made available by the third-party vendor. Customer shall comply with all such terms and conditions and shall provide GRS Technology Solutions with a copy of such terms and conditions for hardware, software and services procured by Customer as requested from time to time by GRS Technology Solutions.

8. **Confidentiality.**

8.1. **Confidential Information.**

(a) **Definition.** "**Confidential Information**" means all of the following information, records or material disclosed or delivered by one Party (the "**Disclosing Party**") to the other party (the "**Receiving Party**"): (i) any information or materials specifically marked "confidential" or "proprietary"; (ii) software (other than open source software), including without limitation any programs, routines and development tools, made available to Customer by GRS Technology Solutions or used by GRS Technology Solutions in performing services under this Agreement, as well as any source code for such software (which source code shall be deemed a trade secret of the owner of such software) and any technical documentation pertaining to such software; and (iii) information concerning the

business, finance, or operations of the Disclosing Party which is not generally known by persons other than the Disclosing Party's employees.

(b) **Exclusions.** Notwithstanding the provisions of Section 8.1(a), information, records and material shall not be considered Confidential Information to the extent, but only to the extent, that such information, records or material: (i) is already known to the Receiving Party free of any restriction at the time it is obtained from the other Party (other than Confidential Information disclosed in anticipation of this Agreement but prior to its execution); (ii) is learned by the Receiving Party from an independent third party free of any restriction and without breach of this Agreement; (iii) is or becomes publicly available through no wrongful act of the Receiving Party or any person or entity affiliated with the Receiving Party; or (iv) is demonstrated to have been independently developed by the Receiving Party without reference to any Confidential Information received from the Disclosing Party.

8.2. **Protection of Confidential Information.** Each Receiving Party shall: (a) not disclose any Confidential Information of the Disclosing Party, other than as expressly permitted under this Agreement or by the written consent of the Disclosing Party; (b) use reasonable care to protect the Disclosing Party's Confidential Information from disclosure prohibited under this Agreement; and (c) not use the Confidential Information of the Disclosing Party, other than as expressly permitted by the written consent of the Disclosing Party, for any purpose other than performing the Receiving Party's obligations under this Agreement or enforcing the Receiving Party's rights under this Agreement.

8.3. **Permitted Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party in response to a subpoena, judicial order or other governmental demand, and as otherwise required by law. If the Receiving Party receives any such demand or request to disclose any Confidential Information of the Disclosing Party, the Receiving Party shall: (a) promptly notify the Disclosing Party of such request or requirement so that the Disclosing Party may seek to avoid or minimize the required disclosure and/or to obtain an appropriate protective order or other appropriate relief; and (b) use reasonable efforts, in cooperation with the Disclosing Party and at the Disclosing Party's expense, to avoid and/or minimize the required disclosure and/or obtain such protective order or other relief. In addition, Customer hereby authorizes GRS Technology Solutions to disclose Confidential Information of Customer to Customer's vendors as reasonably needed to communicate with such vendors to perform the Services for Customer.

9. **Termination.**

9.1. **Termination for Non-payment.** If Customer fails to pay any fee or other amount due hereunder and does not fully cure such failure within ten (10) days after written notice thereof, then GRS may, at its sole option, terminate this Agreement immediately upon the later of the expiration of such ten-day period or the date specified in such notice. In addition, GRS Technology Solutions may suspend its Services under this Agreement if Customer does not fully cure failure within ten (10) days after written notice thereof.

9.2. **Termination for Cause.** Except for non-payment of amounts due to GRS, if either Party materially defaults in performance its obligations hereunder and fails to cure such default within thirty (30) days after receipt of written notice thereof, then the Party giving such notice of default may, at its sole option, terminate this Agreement immediately upon the expiration of such thirty-day period.

9.3. **Termination for Insolvency.** If either Party becomes or is declared insolvent or bankrupt, is the subject of any proceedings related to its liquidation or insolvency or for the appointment of a receiver, or similar officer, or makes an assignment for the benefit of all or substantially all of its creditors or enters into any agreement for the composition, extension, or readjustment of all or substantially all of its obligations, then the other Party may, at its sole option, terminate this Agreement immediately upon giving the other party written notice of termination.

9.4. **Effect of Termination.** Sections 5, 6, 7, 8, 9.4, 10 and 11 shall survive any expiration or termination of this Agreement, as shall Customer's duty to pay all amounts due under this Agreement at the time of such expiration termination. Unless a period for survival is specified herein for any such surviving provision of this Agreement, such provision shall survive indefinitely following any termination of this Agreement. In connection with the expiration or termination of this Agreement, Customer shall provide GRS Technology Solutions with access to Customer's IT Systems and the facilities where Customer's IT Systems are located for the purpose of removing any equipment, software or devices provided by or through GRS Technology Solutions.

10. **Interference with Personnel.** During the term of this Agreement and for a period of one (1) year thereafter, neither Party shall directly or indirectly employ or offer to employ, engage or offer to engage, recruit, or solicit the services of any employee of the other Party.

11. **General.**

11.1. **Force Majeure.** GRS Technology Solutions will be excused from any failure to perform its obligations hereunder due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disaster, war, riot, insurrection, epidemic,

strikes or other organized labor action, terrorist activity, and failures, fluctuations or nonavailability of electrical power, Internet operation, heat, light, air conditioning or telecommunication equipment.

11.2. Notices. All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed given (a) if by hand delivery, upon receipt thereof, (b) if mailed, three (3) days after deposit in the U.S. mails, postage pre-paid, certified or registered, return receipt requested, or (c) if sent via overnight courier, upon the next business day after the date of deposit with such courier. Notices to GRS Technology Solutions must be provided at the address appearing on the signature page to this Agreement or to such other address as GRS Technology later may notify Customer in writing. Notices to Customer shall be addressed to Customer at the address set forth on the signature page to this Agreement or to such other address as Customer later may notify GRS Technology Solutions.

11.3. Governing Law. This Agreement is made and delivered in the Commonwealth of Virginia. All disputes arising out of or in connection with this Agreement shall be governed by Virginia law, without giving effect to any choice of law rules. All actions arising out of or in connection with this Agreement may be brought in a state or federal court with proper venue located in Virginia.

11.4. Interpretation. Section headings in this Agreement are for convenience only and shall not be used to construe the meaning of any term or provision of this Agreement. Unless the context clearly indicates to the contrary: (a) the plural includes the singular and the singular includes the plural; (b) "herein," "hereof," "hereunder" and other similar compounds of the word "here" refer to the entire Agreement and not to any particular section or subsection; (c) all pronouns will be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the entities or persons referred to may require; (d) the words "and" and "or" each mean "and/or;" and (e) the word "including" means "including, without limitation." If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

11.5. Non-exclusive Agreement. GRS Technology Services may perform services for others similar to the services performed by GRS Technology Services for Customer. Notwithstanding anything to the contrary, GRS Technology Solutions its personnel shall be free to use and employ their general skills, know-how, and expertise, and to use, disclose, and employ any ideas, concepts, know-how, methods, techniques or skills gained or learned during the course of any services performed hereunder.

11.6. Waiver. The waiver or failure of GRS Technology Solutions to exercise any right provided for herein shall not be deemed a waiver of any further rights hereunder.

11.7. Remedies. The rights and remedies of GRS Technology Solutions set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

11.8. Independent Contractor. GRS Technology Solutions and Customer are independent contractors of one another, and neither Party has the authority to bind the other Party to any third person or otherwise to act in any way as the representative of the other Party, except to the extent unless otherwise expressly agreed in a written document signed by both parties hereto.

11.9. Assignment. This Agreement and the rights and duties hereunder shall not be assignable by Customer except upon the prior written consent of GRS Technology Solutions.

11.10. Counterparts. This Agreement, and any exhibits and amendments hereto, may be executed in counterparts. Each counterpart shall be deemed an original and shall, together with the other counterparts thereof, constitute one and the same instrument. Delivery of this Agreement, and any appendixes and amendments hereto, may be made by facsimile or electronic transmission, including but not limited to e-mail, of counterparts thereof, which counterparts shall be fully effective as originals. The signed signature page of any counterpart of this Agreement, and any appendixes and amendments hereto, may be attached to any other counterpart thereof.

11.11. Entire Agreement. This Agreement is the complete and exclusive statement of the agreement between the parties regarding the subject matter hereof and supersedes all prior proposals, understandings and other statements, oral and written, between the Parties relating to the subject matter of this Agreement. The Agreement may not be modified or altered except by a written instrument duly executed by both Parties.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last written below by the signatures of their duly authorized representatives below, intending this Agreement to be legally binding.

Customer
Oak Creek Club,

GeeksRUs, LLC
d/b/a GRS Technology Solutions

By: _____

By:  _____

Larry Burbano, CEO

Please Print Name and Title

Date: _____

Date: 05/01/2023 _____

Address for Notices:
Oak Creek Club
14505 Mary Bowie Pkwy
Upper Marlboro, MD 20774

Address for Notices:
GRS Technology Solutions
4114 Legato Rd
Suite 250
Fairfax, VA 22033
Attn: [Larry Burbano]

GRS All-Inclusive IT Services Renewal

Contract Date:	05/01/2023	BILLING INFORMATION	
Customer:	Oak Creek Club	Bill To:	Same
Address:	14505 Mary Bowie Pkwy Upper Marlboro, MD 20774	Address:	Same
Primary Contact:	Tamika Davis	Billing email:	tdavis@oakcreekclub.com
Effective Date:	06/01/2023	Phone:	(301) 390-1721
Renewal Date:	05/30/2024	Payment Terms:	Prepaid Monthly
Contract Length:	1 Year	Billing Cycle:	Monthly
Microsoft 365 Monthly Billing:	Microsoft 365 billed separately	Monthly Billing Amount:	\$1,799/month
Covered Services:	Appendix A & B	On-boarding and Initial Project Fee (one-time cost):	N/A
Account Manager:	Nelson De Jesus	Managed Computers:	Up to 8
Cancellation:	See Terms	Managed Servers:	N/A
Comments:			

Appendix A (GRS All-Inclusive IT Services)

Description – Reactive Remote & Onsite Support	Frequency	Included
8am – 7pm Live remote technical support – Level 1, 2, 3	Ongoing	Yes
8am – 7pm onsite support – Level 1, 2, 3	Ongoing	Yes
User offboarding/onboarding	Ongoing	Yes
Break/Fix – Reimaging Workstation Support	Ongoing	Yes
End-user Support	Ongoing	Yes
Network Support	Ongoing	Yes
Mobile Device Support	Ongoing	Yes
Parts & Labor on workstations	Ongoing	Yes

Description – Network Management & Proactive Maintenance	Frequency	Included
24/7 x 365 Network Monitoring	Ongoing	Yes
Workstation Monitoring & Crucial Services Alerting	Ongoing	Yes
Performance monitoring/capacity planning	Ongoing	Yes
Automated Application Updates	Ongoing	Yes
Client VPN or S2S VPN Management	Ongoing	Yes
Patch Management	Ongoing	Yes
Automated Disk Clean Ups	Ongoing	Yes
Automated Restart of Services	Ongoing	Yes
Cisco Firewall VLANs, AP's, Switches Management	Ongoing	Yes
Monitor DSU/TSU, switches, hubs and internet connectivity, and make sure everything is operational (available for SNMP manageable devices only)	Ongoing	Yes
Bi-monthly proactive network maintenance	Ongoing	Yes

Description – Infrastructure Backups / Business Continuity & Disaster Recovery	Frequency	Included
Cloud backup for Office 365 tenant (optional)	Ongoing	Optional
Workstation file/folder level backups (\$150 monthly up to 1TB for entire company)	Ongoing	Included

Description – Vendor Management	Frequency	Included
Maintain vendor account information	Ongoing	Yes
Contacting vendor directly for support related matters	As needed	Yes
Manage the following vendor relationships:	As needed	Yes
-Phone, Telco, and Internet	As needed	Yes
-Copiers, scanners, Dell, Apple	As needed	Yes
-O365, Cisco, Microsoft, Microsoft, etc.	As needed	Yes
- Hosting company	As needed	Yes
- Proprietary software applications	As needed	Yes

Description – Professional Services	Frequency	Included
Technology Consulting	Ongoing	Yes
Technology Solution Engineering	Ongoing	Yes
Project Management & Onsite Implementation	Ongoing	Yes
- Workstation Upgrades (OS upgrade/demotions)	Ongoing	Yes
- Network Upgrades (Firewall/Switches/Aps)	Ongoing	Yes
- Security Implementations (firewall policies, etc)	Ongoing	Yes
Inventory Management	Ongoing	Yes
Quarterly or Annually Technology Business Reviews	Ongoing	Yes
Technology meetings with your trusted advisor/ vCIO Services	Ongoing	Yes

Description – Enhanced Security Management	Frequency	Included
Firewall Policies Management & Monitoring	Ongoing	Yes
Next-Gen Cyber-security Endpoint Protection Suite with Anti-Ransomware (All Workstations/Laptops) (SentinelOne)	Ongoing	Yes
Network Enterprise Threat & Breach Protection (Firewall)	Ongoing	Yes
Network Gateway Protection Signature Updates (Firewall)	Ongoing	Yes
Anti-Malware: Trojans, worms, backdoors, payload-based, fileless memory-only malware, Cryptomining	Ongoing	Yes
Threat Hunting: Actively engaging potential system and network threats in real-time	Ongoing	Yes
Network Intrusion Detection & Prevention (if advance Cisco license is obtained)	Ongoing	Yes
VPN – Secure access for remote users	Ongoing	Yes
Content Filtering & Reporting (if advance Cisco license is obtained)	Ongoing	Yes
Network Isolation	Ongoing	Yes
Third Party Patching Management	Ongoing	Yes
Azure AD Best practices & Managed Encryption & MFA (if O365 P1 license is obtained)	Ongoing	Yes
Implement and maintain phishing email policy / safe links / safe attachments policies (If O365 ATP license is acquired by client)	Ongoing	Yes
Microsoft 365 Cloud App Security Monitoring (if EMS E5 is obtained)	Ongoing	Yes
Monitor for unusual activity among users	Ongoing	Yes

Description – Managed Cloud Services	Frequency	Included
Manage O365 SharePoint Server Tenant	If needed	Yes
Manage Microsoft Intune MDM Cloud Server	Ongoing	Yes
SharePoint Site Management	Ongoing	Yes
SharePoint/OneDrive support for all workstations	Ongoing	Yes
Windows Azure Active Directory Management	Ongoing	Yes
Microsoft Cloud-App Security Management	Ongoing	Yes
Microsoft Azure Services	Ongoing	Yes
SharePoint Libraries Management (Provisioning & Permissions)	Ongoing	Yes
Alert Client to dangerous conditions (if O365 EMS E5 is acquired by client)	Ongoing	Yes
Microsoft Office 365 file monitoring & auditing	As needed	Yes
MCAS policies & ongoing monitoring	Ongoing	Yes
Conditional access policies, deployment & monitoring	As needed	Yes
Azure AD connect monitoring	As needed	Yes
Tenant hardening	As needed	Yes
Monitoring of all cloud services	Ongoing	Yes
Alert Client to dangerous conditions (If M365 E5 is acquired by client)	Ongoing	Yes
Clean and prune directory structure, keep efficient and active	As needed	Yes
Labor on Cloud Services (excludes coding, programming, & workflows)	As needed	Yes

Supplemental Services Fees	Rate
Support Services (projects not covered under the agreement)	\$250/hour
New migration projects/moves/new locations	
Set up of Windows computers purchased from vendor other than GRS (does NOT apply to Mac computers)	\$250/one-time fee

Covered Services	
Managed Users:	Up to 8
Managed Workstations:	Up to 8
Managed Local Networks:	Yes
Managed Workstation Backups:	Yes
Managed O365/MDM/Azure:	Yes
Managed Mobile Devices:	Yes
Managed Phone System:	Yes (If Oak Creek Club moves to GRS cloud hosted VoIP)
Managed Firewall:	Yes
Managed Endpoint Security:	Yes

Appendix B.

Response and Resolution Times / SLA 2022 / M-F 8am – 5pm EST

The following table shows the targets of response and resolution times for each priority level:

Reported Trouble	Priority	Response Time	Resolution Plan	Resolved
Service not available (All Users: Internet / hardware down)	1	15 Minutes	1 Hour	4 Hours
Significant degradation of service (Large number of users or critical functions affected)	2	15 Minutes	4 Hour	8 Hours
DEFAULT PRIORITY: Limited degradation of service (Limited disruption, one business processes affected but can continue)	3	Within 4 hours	ASAP / Best effort	72 Hours
Small service degradation (No disruption, business can continue, one user affected)	4	Within 8 hours	ASAP / Best effort	30 Days

Support Tiers

The following details describes our Support Tier levels:

Support Tier	Description
Tier 1 Support	All support incidents begin in Tier 1, where the initial trouble ticket is created, the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated.
Tier 2 Support	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced Engineers.
Tier 3 Support	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3rd Party (Vendor) Support Engineers to resolve the most complex issues.

Appendix B. (cont.)

Service Request Escalation Procedure

1. Support Request is Received
2. Trouble Ticket is Created
3. Issue is Identified and documented in Help Desk system
4. Issue is qualified to determine if it can be resolved through Tier 1 Support

If issue can be resolved through Tier 1 Support:

5. Level 1 Resolution - issue is worked to successful resolution
6. Quality Control –Issue is verified to be resolved
7. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If issue cannot be resolved through Tier 1 Support:

8. Issue is escalated to Tier 2 Support
9. Issue is qualified to determine if it can be resolved by Tier 2 Support

If issue can be resolved through Tier 2 Support:

10. Level 2 Resolution - issue is worked to successful resolution
11. Quality Control –Issue is verified to be resolved
12. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If issue cannot be resolved through Tier 2 Support:

13. Issue is escalated to Tier 3 Support
14. Issue is qualified to determine if it can be resolved through Tier 3 Support

If issue can be resolved through Tier 3 Support:

15. Level 3 Resolution - issue is worked to successful resolution
16. Quality Control –Issue is verified to be resolved
17. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

If issue cannot be resolved through Tier 3 Support:

18. Issue is escalated to Onsite Support
19. Issue is qualified to determine if it can be resolved through Onsite Support

If issue can be resolved through Onsite Support:

20. Onsite Resolution - issue is worked to successful resolution
21. Quality Control –Issue is verified to be resolved
22. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

Plan.

Prevent.

Protect.

GRS Technology Solutions.

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