Office: (757) 224-0113



632 Hampton Highway, Yorktown, VA 23693

Client: Tabb Lakes HOA Date: 8/28/20

Project Site: Tabb Lakes Estimator: 100

Address: Lakes 1 & 2 Email: Dan@needace.com

City, State: Yorktown, VA Estimate ID: TABBLAKES-8191-MRN

We would like to thank you for the opportunity to submit a proposal on your current project. If awarded the job, we guarantee a professional, expedient service with great attention to detail and cleanliness.

As a benefit to our Clients, all pertinent information is uploaded into a data file management system that is readily available upon request. This includes daily pictures and notes of work performed as well as well any contracts or documents so all materially interested parties can easily stay apprised of the progression. Once again, we appreciate your consideration and look forward to working with you in the near future.

SCOPE OF WORK

LAKE 1

- Complete Joint Permit Application if required
- Set erosion and sediment controls
- Set temporary traffic control measures and ground protection
- Mobilize heavy equipment and pin barges
- Mobilize crane and set the barges, boats and heavy equipment in Lake 1
- Temporarily disconnect and move the aerators and associated lines from the lake
- Perform mechanical dredging in the specified area on the north end of the lake to reach the desired depth
 of 6' while maintaining a maximum 1:3 slope from the embankments toward the center of the lake
- Load the spoils on secondary barges to be moved from one end of the lake to the other
- Offload the spoils from the barge to trucks to be disposed of at an approved dumping station
- Perform a post dredge bathymetry to verify the desired depths have been reached
- Remove all the equipment from the lake
- Fine grade the area on shore to include applying new topsoil as necessary
- Apply grass seed and straw to the disturbed area
- Perform final cleaning and dispose of all debris generated from the proposed scope of work
- ** Approximately 1,000 CY of spoils are to be removed based on the bathymetry mapping provided.

TOTAL: \$85,000

Office: (757) 224-0113

632 Hampton Highway, Yorktown, VA 23693

LAKE 2

- Complete Joint Permit Application if required
- Set erosion and sediment controls
- Set temporary traffic control measures and ground protection
- Mobilize heavy equipment and pin barges
- Mobilize crane and set the barges, boats and heavy equipment in Lake 2
- Temporarily disconnect and move the aerators and associated lines from the lake
- Perform mechanical dredging in the specified area on the north end of the lake to reach the desired depth
 of 6' while maintaining a maximum 1:3 slope from the embankments toward the center of the lake
- Load the spoils on secondary barges to be moved from one end of the lake to the other
- Offload the spoils from the barge to trucks to be disposed of at an approved dumping station
- Perform a post dredge bathymetry to verify the desired depths have been reached
- Remove all the equipment from the lake
- Fine grade the area on shore to include applying new topsoil as necessary
- Apply grass seed and straw to the disturbed area
- Perform final cleaning and dispose of all debris generated from the proposed scope of work

TOTAL: \$710,000

LINE ITEM SCHEDULE

<u>Description</u>	<u>Unit</u>	Quantity	<u>Total</u>
Labor	Ea	1	
Material / Equipment	Ea	1	
Debris	Ea	1	
Grand Total			<u>\$795,000</u>

^{**} Approximately 13,000 CY of spoils are to be removed based on the bathymetry mapping provided.

^{**}Acelution cannot be held responsible for compression of the asphalt due to trucks and or heavy equipment being loaded and offloaded but a price to repair any deficiencies at cost will be provided upon completion of the entire project.

632 Hampton Highway, Yorktown, VA 23693

Office: (757) 224-0113

Class A#2705140467

Authorized Signatory: PRINT SIGN DATE

Estimate ID: TABBLAKES-8191-MRN

The opinions represented in this proposal apply to the conditions existing at the time of our site visit and those reasonably foreseeable. Additionally, this assessment was limited with respect to the specific parameters indicated and should be used as a guide for evaluation. The client recognizes and agrees that investigative methodologies have inherent limitations and cannot guarantee that a condition affecting the recommendations herein will not be discovered within the future performance of these services. Any modification of the contract ("Change Orders") which changes the Contract price, the materials, the work to be performed, and/or the estimated completion date must be in writing and signed by both the Client and Acelution, Inc. (hereinafter Acelution). Acelution may require payment in full for a change order prior to commencing work and/ or any work completed, mobilization costs and/ or associated fees if there is a disruption in the schedule due to circumstances not caused by Acelution. In the event that unforeseen complications arise, the Managing Agent will be notified immediately and a resolution will be sought with all parties before proceeding and agreed to in way of a written Change Order. Acelution is not responsible for delays due to events beyond its control, such as weather delays, labor strikes, power failures, equipment failures, shortage of materials, etc. Delays in the work due to such unforeseen events shall not constitute abandonment of the job on the part of Acelution and the Client shall give Acelution reasonable extensions of time to complete the work. The Client agrees to provide Acelution with access to the property so that Acelution may accomplish its construction schedule. If access is not provided, or access is interrupted during the job through no fault of Acelution then Acelution will be entitled to a reasonable extension of the completion date. Acelution can only warranty the scope of work agreed to in this proposal and/ or signed changed order. Acelution cannot guarantee the performance of any original building components to remain that are integrated with the installation, repair or replacement to take place. Acelution will comply with all government rules and regulations, if any, that apply to the work. Acelution will apply for all building permits and inspections required by the City or County in which the Property is located. Client is responsible for any other consents such as Owner Associations, Architectural Review, etc. The person and/or entities bound hereby have insurance naming Acelution as an additional insured. If the actions and/or omissions of Acelution relating to the scope of work results in a claim by any third party, then the Owner hereby agrees to defend and save Acelution harmless, except in instances of intentional acts by Acelution and/or its agents or employees. Acelution will promptly report any knowledge of a claim. Provided the Client pays the full contract price in a timely manner, Acelution warrants to the Client for one year from the date it last performs that all work has been performed in a workmanlike manner. Acelution's warranty does not include any defects in equipment, appliances, and/or materials (if a manufacturer's warranty appears to be available, Acelution will assist in making a claim), such as kitchen or bathroom appliances, HVAC equipment, other appliances or machinery, and building materials installed in the Property as part of the Contract. Acelution is not responsible for damage to any concealed utilities sublevel or within interstitial spaces that were not installed correctly (i.e. improperly installed HVAC line sets, electrical service, plumbing pipes, etc.). If any damages occur to a utility during the process with no negligence on the part of Acelution or their Subcontractor, Acelution will assist in the repair process but the Client agrees to pay all associated costs in the same timeframe as agreed to for the original scope of work. If the services of an attorney are used by Acelution in connection with this Contract, Client shall pay reasonable attorney's fees if Client loses. If Acelution is awarded money, an additional sum equal to 33-1/3% of the original amount due shall be added for attorney's fees. If a payment is more than 15 days overdue, a 10% late fee shall be due in addition to the original amount due. After 30 days, the sum due shall accrue interest at the rate of 1% per month, compounded monthly. Client represents to Acelution that they are the Property Owner or representative vested with the powers to commit the Property Owner/ Organization to a binding agreement and has the legal authority to enter into this contract. If the Client is a corporation, limited liability company, partnership, or some other legal entity, the person signing this contract represents that she/he has the authority to sign such contracts. Client is hereby notified of the existence of the Virginia Contractor Transaction Recovery Fund (the "Fund"). The Fund provides relief to eligible consumers who have incurred losses through the improper and dishonest conduct of a licensed contractor. More information on the Fund or filing a claim can be obtained by visiting http://www.dpor.virginia. gov/Boards/ContractorsRecoveryFund/ or by contacting the Board for claim information at the following address:

Recovery Fund Office | DPOR 9960 Mayland Drive, Suite 400 Richmond, VA 23233 (804) 367-1559

Email: RecoveryFund@dpor.virginia.gov