

WATERFORD II HOMEOWNERS ASSOCIATION

REQUEST FOR PROPOSAL FOR PROPERTY MANAGEMENT SERVICES

DEADLINE FOR SUBMISSION: 5:00 P.M. EDT, OCTOBER 30, 2017

1. Purpose

This Request for Proposal (RFP) is issued by the board of directors of the Waterford II Homeowners Association (HOA) located at 4080 Clearwater Way, Lexington, KY 40515 for professional management of the day-to-day operations and needs of our 682-household community, beginning January 1, 2018.

2. Contact

The primary point of contact for this RFP is:

John Cullen
Treasurer, Waterford II Homeowners Association
4005 Brookwater Ct., Lexington, Kentucky 40515
(859) 533-3914 / john.cullen@twc.com

3. Submission

Proposals received after the date and time specified above will be considered late and may be rejected. Vendor will provide its response in the format specified below. Proposals must be submitted as follows:

- 8 copies delivered to the contact above
- 1 electronic copy delivered to the contact above

4. Receipt of Proposals

All proposals will be kept strictly confidential. Only the members of the board of directors and contracted bookkeeper will be provided access to the proposals. Incomplete proposals may be grounds for disqualification. Details for an in-person interview/meeting with the board of directors, if needed, will be provided to the finalists.

5. Pricing

Vendor will submit a price per annum for the performance of the enclosed Scope of Work/Maintenance in its entirety including any sales of other taxes that may be applicable.

6. Evaluation

Proposals will be evaluated solely at the discretion of the board of directors using that criteria which it deems relevant to the RFP, including, but not limited to: ability to provide services, quality of services, reputation of services, cost, and innovation.

WATERFORD II HOMEOWNERS ASSOCIATION

PROPERTY MANAGEMENT SERVICES – SCOPE OF WORK

Property Management Purpose

- To maintain the Association's common areas and improvements;
- To assist the Association Board with the enforcement of the neighborhood Covenants, Deeds and Restrictions;
- To assist the Association Board in the maintenance and oversight of vendor contractual relationships as needed;
- To provide a solid financial basis for decision-making by the Association Board including preparation of documents accurately reflecting financial matters to include reporting on collection of Association dues and special assessments in the Waterford neighborhood;
- To promote and secure rentals of the Association clubhouse and swimming pool; and
- To reduce the total costs required to maintain the Association's common areas through economies gained by contracting with the Manager as a Property Management company.

Liability and Certificates of Insurance

- General Liability Policy, certificates of insurance must state that the Association will be provided thirty (30) days advance written notice of cancellation or reduction of coverage for any policy or for any changes in limits. The Manager will also require all subcontractors and independent contractors to maintain the same coverage, and will obtain certificates of insurance for subcontractors and independent contractors naming the Association as an Additional Insured.
- Worker's Compensation and Employer's Liability: As required by Kentucky's state statutory limits Employers liability of \$500,000 per occurrence will be obtained.
- Comprehensive Automobile Liability Insurance: \$1,000,000 Combined Single Limit per occurrence. Coverage must apply to all owned, hired and non-owned vehicles.
- Commercial General Liability: \$1,000,000 Combined Single Limit per occurrence, including: Comprehensive, Occurrence Form Premises and Operations, Completed Operations/Product Liability Blanket Contractual Liability, and Independent Contractors Personal Injury.

Professional Conduct

- Property Manager, and/or Property Manager's employees, agrees to maintain a professional manner and to avoid and refrain from any conduct which would tend to disparage the Waterford II Homeowners Association, its members, affiliates, contractors, directors, officers, or employees; which might jeopardize or be prejudicial to any business, professional, or personal relationship of the Waterford II Homeowners Association, or any of the above-mentioned representatives; or which might damage the business, professional, or personal reputation of Waterford II Homeowners Association, or any of the above-mentioned representatives.

Clubhouse and Property Rentals

- Develop promotional and marketing strategy to cultivate clientele and secure clubhouse rentals.
- Coordinate all rental activities, to include meeting with potential renters, assisting with access before events, and checkout of facility at the end of events and checking for any damage to the facility.
- Facilitate and/or oversee the set-up and take-down of tables and related equipment owned by HOA as related to rentals---any additional items are responsibility of renters.
- Ensure removal of trash and debris after rentals. Ensure all trash receptacles are placed on the curb for pickup weekly on the day designated by the City for pickup.
- Conduct post-rental inventory and assessment of Association property.

Property Maintenance and Capital Improvements

- Prepare applications for community and/or neighborhood improvement grants as deemed appropriate and necessary by the Board of Directors.
- Develop and implement an ongoing maintenance plan and long-term capital improvements plan, to be approved by the Board of Directors.
- Assist with planning for capital improvements and contingencies as directed by the Board of Directors.
- Prepare and circulate Requests for Proposals for contractors to perform work on Association common property, buildings and structures, distribute RFPs and report results to the Board of Directors as necessary.

Association Management Support

- Maintain Association records including meeting minutes, By-Laws, and Deed Restrictions.
- Assist the Board of Directors regarding structural changes, as requested.
- Assist the Board of Directors with elections for Board positions, including preparation of and mailing nomination ballots, etc. The Manager will prepare and mail ballots for the annual election of Board of Directors, as needed.
- Within thirty (30) days of execution of this Agreement and semi-annually thereafter, the Manager will prepare an inventory of all equipment and supplies owned by the Association, along with a description, location, and the condition of each item.

Enforcement of Covenants, Deeds and Restrictions (CDR)

The Manager will enforce the CDR as necessary including the following procedures:

- Phone call or personal contact with offending resident/homeowner with reference to the specific restriction involved.
- Should homeowner not comply within five (5) business days, follow up letter sent via registered mail to homeowner's address citing non-compliance and advising they have five (5) business days to correct the issue.
- Take any formal action, including investigation of legal process, to correct non-compliance, with notice and approval of the Board. All cost associated with such action will be assessed to the legal documents against the homeowner in violation.

Financial Responsibilities

- All financial, accounting and fiscal matters will be the responsibility of the Association Treasurer and, under his/her oversight, contracted bookkeeper.
- The Manager will assist in the collection of all annual and special Assessments and other monies that are due the Association under the direction of the Treasurer.

Homeowner Requests, Complaints, and Comments

- Association will provide telephone service and voicemail service at the Clubhouse for use by the Manager. Messages will be taken by telephone for emergencies or other homeowner's matters requiring prompt attention.
- All complaints will be taken, recorded and followed up on by phone, by letter or personal contact within 3 business days depending on the nature of the call.

- Manager will keep a log of all calls and present to the Board of Directors at the monthly Board meeting.

Attendance at Association Meetings

- The Manager will attend all Board of Directors meetings.
- At such meetings, the Manager will be expected to present a summary of all complaints, issues, questions or concerns that are brought to the Manager by the Homeowners during the previous month; will be expected to provide a written report highlighting Manager activities during the previous month; and in coordination with the Treasurer or contracted bookkeeper be expected to discuss expenditures, maintenance, and other business.
- The Manager will ensure that the Clubhouse is open and that the appropriate furniture and seating is prepared for the Board Meeting.
- The regular monthly meetings of the Association Board of Directors will be held at the Association Clubhouse. The annual Association Members meeting will also be held at the Association Clubhouse.

Swimming Pool

- The HOA contracts with a separate company for swimming pool and lifeguard services. The Property Manager will serve as the primary interface between the pool vendor and the HOA.
- The Property Manager will oversee the membership process for all pool members, including the collection of pool fees and issuance of pool membership cards and guest passes.

Coordination with Neighborhood Social Committee and Activities

- Coordinate with the neighborhood Social Committee on all social and neighborhood activities to include assisting with access before events, setting up tables and chairs, and checkout of facility at the end of events and checking for any damage to the facility.
- Facilitate and/or oversee the set-up and take-down of tables and related equipment owned by HOA as related to social events---any additional items are responsibility of Social Committee.
- In so much as the Social Committee is responsible for post-event tear down and cleanup of neighborhood social events, Property Manager will serve as back-stop to ensure removal of trash and debris after social events.
- Conduct post-rental inventory and assessment of Association property following neighborhood social events.

- Facilitate the development and distribution of the neighborhood newsletter (print and electronic).

Office and Office Hours

- Property Manager will maintain regular office hours (daily/weekly) onsite in office space provided by the Association in its clubhouse. Such hours will be clarified and negotiated with Property Manger upon execution of Property Management agreement.
- Office space at the Association’s clubhouse is available and negotiable for additional use including laptop computer, printer, telephone and Internet access

Maintenance

Manager will provide at its expense such equipment, tools, appliances materials, labor and supplies as are necessary for the normal operation and maintenance of the property as described herein.

The Manager represents and warrants that all work performed by it pursuant to this Agreement:

- Will conform to the terms of this Agreement.
- Will be performed in a good, skillful and workmanlike manner.
- Will be performed by the proper number of experienced, skilled and licensed personnel, qualified by education and/or experience to perform their assigned tasks.
- To the extent professional and/or licensed services are rendered, will conform to the standard of care, skill, and diligence exercised by other similar professionals and or licensed tradesmen performing the same of similar services.
- Perform preventive maintenance on the Property and keep records of said maintenance as herein provided. If any repairs to equipment, as per affixed addendum A, common property or structures located on the Association property, the Manager will obtain prior approval from a designated Association Board member, or Board approved designee, to affect such repairs in keeping with the Association’s purchase order agreement.
- Oversee and coordinate with contracted company for maintenance of irrigation sprinklers in the Clearwater Way medians, and Clubhouse Pool areas, including preventive maintenance on pump components, line pressurization and filter cleaning, coordination of the year-end winterization of irrigation sprinklers, including blowing water from sprinklers lines and heads, draining pump and suction line, disassembling pump components and shutting off automatic controllers.
- Competitive Requests for Proposals (RFP) are to be provided to local contractors for landscaping services, pond management and other outside vendors as directed by the

Board. Responses to RFP will be mailed directly by vendor to a designated member of the Board.

- Recurring costs for expendable supplies, needed by Manager for continued maintenance of property, will be purchased by Association. Such expenses are to include:
 - Paper products for bathrooms
 - Light bulbs for both inside and outside fixtures
- Manager will arrange for cleaning services for all areas of Clubhouse used for rental purposes and for cleaning Manager's working areas to be paid by the Association
- Association will provide pest control service applicable to all areas of the Clubhouse
- Manager will insure trash is cleaned from the pond outskirts, grass and gutters of the clubhouse.
- At the direction of the Board of Directors, the Manager will assist the Board designated representative, Treasurer and/or contracted bookkeeper with the filing of all small claim petitions and attempt to collect unpaid dues and special assessments. Liens will be filed, with the assistance of the Association Attorney, by the Manager on homes with unpaid dues and assessments after approval by the Board.
- Seek bids annually for a contractor to provide snow plowing of Association streets and Clubhouse parking lot will be those designated by Board and will be paid by Association. Contracts for removal of snow will be coordinated by Board in conjunction with Manager. Manager will be responsible for removal of snow from walkway from parking lot to clubhouse.
- Tennis courts will be periodically cleaned, as necessitated by use. Manager will provide input as to continued maintenance of tennis court facilities. Manager will solicit members interested in tennis lessons and/or clinics and arrange for the appropriate program. Costs to be borne by attendees.
- Review ongoing property maintenance and recommend any changes to the Association Board.