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**Tadjer-Cohen-Edelson Associates, Inc.**  
Consulting Structural Engineers  
www.tadjerco.com  
*Over Five Decades Of Superior Service*

September 13, 2021

The Waterford Condominium  
3333 University Blvd. W  
Kensington, Maryland 20895

Re: The Waterford Condominium  
3333 University Blvd W, Kensington, MD  
**Consulting Services for 25% Balcony Condition Survey and the Preparation of  
Repair Specifications**

Dear Members of the Board:

Tadjer-Cohen-Edelson Associates, Inc. (TCE) is pleased to make this proposal. This proposal shall serve as an Agreement between TCE and The Waterford Condominium (Client) for the services, fees, and conditions as follows:

## **I. SCOPE OF SERVICES**

### **A 25% Balcony Examination and Report of Findings - Phase I**

The purpose of this phase is an examination of 25% of the existing balconies to determine the general condition of the balconies, the extent of concrete deterioration, and the extent of railing deterioration.

The examination and report portion of the work consists of three phases:

- Locating, qualifying, and quantifying areas of repair.
- Examination of the concrete balcony slabs that are experiencing deterioration.
- Preparation of a report for the Owner to understand why the deterioration is happening, how it can be repaired, and how the concrete can be protected to reduce future repairs.

To locate, qualify, and quantify the areas of balcony repair, TCE will provide field services to locate and view 38 balconies. This portion of the work will be done during the day by entering the balconies through the units and will be performed by a structural

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Zivan Cohen P.E. Michael Tabassi P.E. Ali R. Tahbaz P.E. Sanjay Khanna P.E.  
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engineer who will be escorted into units by personnel of the management. The balconies will need to be cleared of furniture and belongings prior the survey by the Client. The Owner will provide TCE existing architectural & structural drawings and any previous documentation on balcony surveys or repairs. No laboratory testing is included in this proposal. This proposal is based on accessing each unit without delay.

The 25% survey provides a lower survey cost for the client. However, since only 25% of the balconies will be inspected, there may be a greater number of unforeseen conditions during the construction phase. In addition, the actual construction repair quantities may have a greater range of variance from the estimated quantities in the survey report when compared with quantities in a 100% survey.

TCE will also visually examine exposed columns from the ground level for signs of deterioration.

TCE will prepare a brief report to describe the results of the findings. An estimate of the quantities of repair will be provided with the report. This will be an estimate only, to be used for cost estimating and bidding purposes. The final repair quantities may vary.

**B. Develop Repair Specifications - Phase 2**

TCE will prepare a set of bid documents for the repair of the conditions found in Phase 1. The documents will include the following:

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR (AIA DOCUMENT A101)

PERFORMANCE BOND (AIA DOCUMENT A312)

LABOR AND MATERIAL PAYMENT BOND (AIA DOCUMENT A312)

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION (AIA DOCUMENT A201)

**TECHNICAL SPECIFICATIONS:**

- Scope of Work
- Environmental Protection, Safety and Health
- Special Conditions
- Submittals
- Quality Assurance
- Warranty
- Project Closeout
- Concrete Repairs
- Sealants and Caulking
- Coatings

**SKETCHES**

**C. Generate RFP, Pre-bid Meeting & Bid Evaluation - Phase 3**

If requested, TCE will provide a list of qualified contractors capable of properly bidding and performing the work. TCE will generate an RFP and invite no less than three (3) bidders and hold an onsite pre-bid meeting. After receiving the bids, TCE will assist in the evaluation of the Contractors' bids for the work.

**D. Construction Administration and Quality Assurance - Phase 4**

The services provided under Section D, Phase 4 are broken into two categories: Quality Assurance and Construction Administration. The Quality Assurance program is construction observation of the work. Construction Administration is the administration of the contract, answering RFI's, review of submittals, review of requisitions for payment, holding bi-weekly meetings, and general verification of Contractor compliance with the contract.

TCE employs a complete staff of field engineers fully qualified to perform quality assurance during each portion of the work. All TCE field engineers are Structural Engineers, not technicians.

TCE will use the degree of care and skill ordinarily exercised in the performance of the work described in this proposal. The construction work is to be done according to the plans and specifications. This quality assurance does not relieve the contractor of his responsibility for the proper completion of his work.

TCE shall not be responsible for any aspects of construction that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the contractor's responsibility. It is not the intention to attempt to observe every aspect or item of construction, but rather to observe representative samples of the construction.

**II. FEES AND PAYMENT**

Our fee structure is established on the following 2021\* Hourly Rate Schedule:

Principal (P)	\$220.00
Project Manager (PM)	\$190.00
Structural Draftsperson (SD)	\$110.00

\* These rates may change in future years.

1. Phase 1 - TCE shall be paid a fixed fee of \$12,950.

Client shall provide prompt access onto each of the balconies. Time spent waiting to access balconies will be billed additionally at the above hourly rates.

2. Phase 2 - Fees for the work will be provided after Phase 1 has been performed and a Scope of Work is selected.
3. Phase 3 - Fees for the work will be provided after a Scope of Work is selected.
4. Phase 4 - Fees for the work will be provided after receiving the bids from the contractors. The amount of time required cannot be estimated at this time. TCE

will provide a separate proposal for Phase 4 once bids from the contractors are received.

Any meetings or conference calls to discuss the results of the condition survey will be billed additionally at our above hourly rates, portal to portal.

In addition to the above fees and expenses, TCE shall be reimbursed by Client for all direct costs associated with this project. Such costs shall include, but not be limited to, printing, plotting, reproduction, postage and delivery, and travel and mileage at 50 cents per mile (subject to change based on IRS guidelines).

Payment - Invoices are issued each month and are due within 30 days. In the event that payments are not made to Tadjer-Cohen-Edelson Associates, Inc. within (10) ten days of the due date, Client agrees to pay 1-1/2% interest per month on the unpaid balance and reasonable attorney fees incurred to collect the unpaid balance.

**III. LIMITATION OF LIABILITY**

Given the nature of the services to be provided and the engineers compensation, the Owner agrees to hold harmless, indemnify and defend the Engineer, its owners, officers, agents and employees from and against any and all liability, claims, damages and costs of defense arising from or related to the negligence of the Engineer, its owners, officers, agents and employees to the extent that such amounts exceed any amount paid to the Engineer, its owners, officers, agents and employees pursuant to this contract PROVIDED HOWEVER nothing herein shall release, indemnify or obligate the Owner to defend or hold harmless the Engineer, its owners, officers, agents and employees from any liability, claim, damage or cost arising from or related to the gross negligence of the Engineer, its owners, officers, agents and employees. Gross negligence shall be defined as any act of omission or commission with wanton disregard to accepted standards of care or practice.

**IV. TERMINATION**

Should Client or TCE choose to discontinue efforts as described in this Agreement, the party wishing to terminate shall notify the other party in writing. TCE shall cease all activity upon receipt of such notification from Client or upon notification to Client. TCE will prepare a final bill for Client for all services and expenses incurred through the date of termination. Payment shall be made to TCE in accordance with this Agreement.

No changes or modifications to this Agreement shall be valid unless made in writing and executed by both Client and TCE. This proposal is valid for 90 days.

Very truly yours,  
Tadjer-Cohen-Edelson Associates, Inc.



Michael Tabassi, P.E.  
Principal

**25% Balcony Condition Survey and Development of Repair Specifications**

ACCEPTED FOR:

Waterford Condominium

Company Name

2/7/2022

Date



Signature

E-Mail Address

Charles Klein President

Printed Name & Title

Telephone & Fax Numbers