

# Tadjer-Cohen-Edelson Associates, Inc.

Consulting Structural Engineers www.tadjerco.com Over Five Decades Of Superior Service

March 20, 2023

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

Re: The Waterford Condominium – Balcony Repair
3333 University Blvd W, Kensington, MD
Consulting Services for 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 1 This phase was performed under a previous proposal.

### 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

# **Development of Balcony Repair Specifications**

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 2023\* Hourly Rate Schedule:

Principal	\$280.00
Associate Principal	\$250.00
Project Engineer	\$190.00
Structural Draftsperson	\$120.00

<sup>\*</sup> These rates may change in future years.

1.

Phase 1 – This phase was performed under a previous proposal

- 2. Phase 2 - TCE shall be paid a fixed fee of \$12,500.
- Phase 3 TCE shall be paid a fixed fee of \$5,120. 3.
- Phase 4 Fees for the work will be provided after receiving the bids from the 4. 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 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.

#### Ш. 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.

#### **TERMINATION** IV.

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

ACCEPTED FOR:

Waterford Condo

Company Name

Printed Name & Title many

30(-924-7355 Telephone & Fax Numbers