



**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

---

Zivan Cohen P.E. Michael Tabassi P.E. Ali R. Tahbaz P.E. Sanjay Khanna P.E.  
Xinzhang Li P.E. Harsha Wijeweera, Jacob Steinbach P.E.  
Arif Mahmood P.E. Ashfaq Ahmed P.E. Palas Sarkar, Sebastian Janik P.E.  
1501 Farm Credit Drive • Suite 2300 • McLean • Virginia • 22102  
Phone 301/587-1820 • Fax 301/588-1966



1. Phase 1 – This phase was performed under a previous proposal
2. Phase 2 – TCE shall be paid a fixed fee of \$12,500.
3. Phase 3 – TCE shall be paid a fixed fee of \$5,120.
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 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

ACCEPTED FOR:

Waterford Condo

Company Name

DLS

Signature

Dan Lowery - Property  
Printed Name & Title manager

6/27/23

Date

dlowery@comsource.com  
E-Mail Address

301-924-7355  
Telephone & Fax Numbers