

# RELIABLE ENGINEERING

September 2, 2022

Waters Edge Condominium  
c/o KPA Management, Inc.  
6402 Arlington Boulevard  
Suite 700  
Falls Church, VA 22042

Proposal # P22-1027

Re: Roof Replacement Evaluation Proposal  
Waters Edge Condominium  
Lakeside View Drive  
Falls Church, VA 22041

Dear Ms. Kelly Lang:

Pursuant to your request, Reliable Engineering, LLC respectfully submits this proposal for providing consulting services at the above referenced property. Our goal is to provide exceptional level of professionalism and responsiveness to meet or exceed your expectations. The enclosed proposal is based on our current understanding of your project needs.

We appreciate the opportunity to be of service. We look forward to hearing back from you regarding this project. If you have any questions, please do not hesitate to contact our office to further discuss.

Very Respectfully,



Robert A. Radcliff, P.E.  
President

Attachments: Fee Schedule  
Standard Terms and Conditions

## Project Background

The Waters Edge Condominium (“Association”) is comprised of twenty (20) two-story residential buildings and a pool house structure situated around a lake. The property was constructed in 1984 and contains approximately 119 condominium units.

The roof coverings consist of asphalt impregnated shingles (varying pitches) that divert the surface water runoff to a series of built-in gutters and downspout assemblies. There are also smaller roof areas over the ground level utility closets and building bump outs. Over the main building entrances, there are low-sloped roof areas that house the HVAC outdoor units (condensers).

Based on our September 1<sup>st</sup> phone conversation with the Property Manager (Ms. Kelly Lang), we understand that the Board of Directors would like to implement a roof replacement project phased over a three to four year period. To accomplish this objective, the Board of Directors would like to retain the services of a qualified engineering firm to assist the Association in preparing a phasing plan that will meet their funding capabilities. In addition, they would like the engineering firm to develop a comprehensive roof replacement design, manage the competitive bidding process, and perform quality control inspections of the work in progress.

As part of the proposal preparation, a representative from our office visited the property on September 1, 2022, to perform a brief walkthrough of the property and become more familiar with the layout of the roofs. For this project, Reliable Engineering’s technical approach will utilize highly qualified personnel experienced with proven techniques to provide cost effective solutions for your project needs.

## Scope of Services

Reliable Engineering will provide engineering, consulting, and other related services that will meet or exceed requirements established by the Client. We will provide all necessary personnel, equipment, supplies, etc. to perform the work outlined below in a professional manner.

### EVALUATION

For this project, we plan to perform an assessment of the steep-sloped roofs to determine current conditions in order to develop the roof replacement scope of work and a replacement prioritization schedule. To accomplish this objective, we plan to execute the following tasks.

- Review original building plans, maintenance records, past repair project document(s), etc. that are provided to us by the Client.
- Obtain aerial imagery (Eagleview Reports) of the roofs prior to our field work. The roof plans will be used as a guide for us to verify roof dimensions and develop the roof plans.
- Retained the services of a Sub-Contractor to provide up-close access to the roofs using extension ladders.
- Access ALL 20 roofs (including the pool house roof) and perform a visual survey of the roof coverings to document current condition of asphalt shingles, associated flashings, and gutters/downspouts.
- Access up to three (3) attics to document condition of the underside of the roof sheathing and ventilation provisions.
- After our field work is completed, we will submit a written report summarizing our findings, conclusions, and general recommendations for needed remedial work. The report will also include our recommended budget cost projections, suggested phasing/prioritization plan, and photographs documenting observed conditions.

### DESIGN DEVELOPMENT

Once the remedial scope of work is determined, we will prepare a Request for Proposal (RFP) that will be competitively bid. The RFP will include an instruction to bidders, bid form, additional general conditions, draft AIA Contract, specifications, and drawings. A draft version of the RFP will be submitted to the Client for their review prior to finalization and submission to the contractors. One (1) virtual meeting with the Client to review the draft RFP and proposed scope of work has been included in our engineering fees.

## **BID SOLICIATION**

On behalf of the Client, Reliable Engineering will solicit bids from at least three (3) qualified contractors for this project. Our services will include holding an on-site pre-bid meeting with the bidders and Client to review the project logistics, bid documents, work area(s), etc. Based on discussions at the pre-bid meeting, we will issue any required addendums to the Design Documents. Once the bids are received, we will prepare and submit a bid analysis to the Client.

As an additional service, we can attend contractor interviews with the Client to review the contractors' bid submission, proposed project sequencing, schedule(s), project approach, etc.

## **CONTRACT PREPARATION**

After the Owner awards the project, Reliable Engineering will prepare an Agreement between the Owner and Contractor. The Contract Documents typically include an AIA A104 Agreement, Additional General Conditions, pre-bid meeting minutes, specifications, drawings, and any other additional documents. The draft Contract will be submitted to the Owner for review prior to finalization and issuance.

## **PERMIT DOCUMENTS PREPARATION**

After the Contract has been ratified, Reliable Engineering will sign & seal up to three (3) copies of the drawings/specifications as well as complete any required County forms and provide to the awarded Contractor for submission to the permit office. Any revisions requested by the permit office will be completed on an hourly basis per the agreed upon Fee Schedule.

## **CONSTRUCTION ADMINISTRATION & OBSERVATION**

Once a Contract has been ratified, we will provide construction administration & observation (CA/CO) services to verify that the Contractor is performing the work in general conformance with the Contract Documents. Our CA/CO services typically include the following items.

- Attend a pre-construction meeting with the Contractor and Client to review project requirements, site logistics, work areas, schedules, resident notices, etc. in order for the project to start successfully.
- Conduct on-site periodic inspections at various project milestones to observe, document, and monitor construction progress. The frequency of our site visits will be dependent on the complexity of the project, the Client's requirements, and the Contractor's project approach. A field report will be provided for each site visit summarizing our observations.
- Communication with all parties involved is an important key to the success of the project. One of Reliable Engineering's foundation principles is to maintain exceptional responsiveness, including updating the Client on a consistent basis throughout the project.

- Attend progress meetings (on-site and/or remotely) at regular intervals to review construction progress, schedule updates, site issues, contractual items, etc. Each project is unique, and the frequency of meetings will be decided by the parties involved at the beginning stages of the project.
- Depending on the project scope, we will obtain representative samples of the work completed and have laboratory tested to compare with the project requirements.
- Review Contractor's payment requisitions to ensure that quantities/costs are accurate and submit to the Client for processing.
- Issue a substantial completion letter at the end of the project as well as review the Contractor's closeout documents (i.e. warranties, O&M manuals, lien releases, etc.).

## Compensation

The engineering fees shown below encompass the consulting services contained in this proposal. Any requested (additional) service beyond the scope outlined in this proposal will be invoiced at the hourly rates listed in the attached Fee Schedule.

Task	Engineering Fees
Evaluation:	
Site Visit and Report	\$3,500.00
EagleView (Aerial) Plans	\$2,000.00
Design Development	\$4,000.00
Bid Solicitation	\$1,800.00
Additional Service (Contractor Interviews)	\$1,500.00
Contract Preparation	\$1,000.00
Permit Documents Preparation	\$ 500.00
Construction Administration & Observation	TBD <sup>1</sup>

Notes:

1. We cannot currently commit to our engineering fees for the CA/CO services of the project as it is greatly dependent on the proposed construction schedule. Once the Client selects a Contractor, we will be able to provide a follow-up proposal for this service. Typically, our CA/CO fees range between seven to ten percent of the construction costs depending on the level of services requested by the Client.

## Project Team

The experience of the professional team is vital to a successful project. We have assigned team members that are well-qualified and have served in key roles on past, similar roof replacement projects. Below is the personnel breakdown that will be dedicated to completing the tasks described in this proposal within the allotted schedule and budgeted fees.

President	Robert A. Radcliff, P.E.
Assistant Project Manager	David Reeves

Our services will be under the supervision of a registered professional engineer licensed in the Commonwealth of Virginia. All field work and inspections will be performed by competent personnel that are experienced and trained in the evaluation, design, and inspections of existing (occupied) buildings, including roof coverings.

## Schedule

For every project, Reliable Engineering strives to perform exceptional level of service within the agreed upon schedule. Below is our estimated duration for the various engineering services. Based on our current workload, we will be able to commence the Evaluation phase within three (3) weeks after receiving the signed proposal authorization. We have estimated that the field work will take one (1) day to complete and assumed unhindered access around the building(s). Please note that the period between services is dependent on Client's review of documents, notice to proceed with subsequent phase(s), etc.

Task	Duration
Evaluation	One week
Design Development	Three weeks
Bid Solicitation	Two weeks
Additional Bidding Service: Contractor Interviews	One day
Contract Preparation	One week
Permit Documents Preparation	One week
Construction Administration & Observation	Dependent on actual construction schedule

## Proposal Authorization

Our Proposal, Fee Schedule, and Standard Terms and Conditions shall form the entire Agreement between the parties. To authorize our professional services, please indicate which engineering tasks to be implemented and sign below in the designated space. In addition, please provide the billing contact information below for this project.

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Evaluation         | <input checked="" type="checkbox"/> Contract Preparation                      |
| <input checked="" type="checkbox"/> Design Development | <input checked="" type="checkbox"/> Permit Documents Preparation              |
| <input checked="" type="checkbox"/> Bid Solicitation   | <input checked="" type="checkbox"/> Construction Administration & Observation |

Company: Reliable Engineering, LLC

Signature: Robert Radcliff

Name (Print): Robert A. Radcliff, P.E.

Title: President

Date: September 2, 2022

Company: Water's Edge Unit Owners Association

Signature: Matt Salzer

Name (Print): Matt Salzer

Title: President

Date: 10/28/2022

Billing Information	
Company Name:	<u>Water's Edge Unit Owners Association c/o KPA Management</u>
Name (Print):	<u>Kelly Lang</u>
Title:	<u>Community Manager</u>
Address:	<u>6402 Arlington Blvd, Suite 700</u>
City:	<u>Falls Church</u>
State:	<u>VA</u>
Zip Code:	<u>22042</u>
Telephone Number:	<u>703.532.5005</u>
Email Address:	<u>klang@kpamgmt.com</u>
Invoicing Instructions:	<u></u>

## 2022 Fee Schedule

TITLE	HOURLY RATES
President	\$260.00
Senior Registered Engineer, Senior Project Manager	\$220.00
Registered Engineer, Registered Consultant, Project Manager	\$180.00
Project Engineer, Assistant Project Manager	\$150.00
Staff Engineer	\$130.00
Senior Inspector	\$110.00
Inspector	\$ 90.00
Intern	\$ 70.00
Deposition, Mediation, Arbitration, and Litigation Services	1.25 x hourly rate

REIMBURSIBLE EXPENSES	RATE
Mileage	\$0.70 per mile
Large-Format Printing	\$0.50 / S.F.
Direct Expenses (parking, travel, sub-contractor fees, equipment rental, etc.)	Cost plus 20%

## **STANDARD TERMS AND CONDITIONS**

### **CONTRACT DOCUMENTS**

Our Proposal, Fee Schedule, and Standard Terms and Conditions shall form the entire Agreement between Reliable Engineering, LLC (Consultant) and Client. Services requested by the Client that are not delineated in the proposal are considered additional services, which will be performed under the same Terms and Conditions set forth in the Agreement and will be charged in accordance with the agreed upon Fee Schedule.

Each party warrants that it has the authority to enter into this Agreement, and that this Agreement does not contravene any law or contract to which it is subject.

### **STANDARD OF PERFORMANCE**

The standard of care for all professional engineering, consulting, and related services performed by Consultant under or in connection with this Agreement will be made using the care and skill ordinarily provided by members of our profession practicing in the same or similar locality under the same or similar circumstances. Consultant makes no other warranties, whether expressed or implied, under this Agreement or otherwise, in conjunction with our services. In the event of any breach of this warranty, Consultant's sole and exclusive obligation will be to correct or re-perform the deficient Services.

### **CONTRACT TIME**

Professional engineering, consulting and related services delivery dates shall be interpreted as estimated, and in no event shall such dates be construed as falling within the meaning of "time is of the essence". Consultant shall strive to perform its services to meet the schedule as expeditiously as is consistent with the exercise of professional skill and care and the orderly progress of the Project.

### **INSURANCE**

Consultant agrees to procure and maintain, at its expense, workers' compensation and employer's liability insurance as required by statute; automobile liability insurance; commercial general liability insurance; and, professional liability insurance for claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which Consultant is legally liable. Upon request, Client shall be made an additional insured on commercial general liability insurance policies and certificates of insurance will be furnished to Client for the claims covered by said insurance, subject to the limitation of liability clause as it appears within these terms and conditions.

### **LIMITATION OF LIABILITY**

Consultant's total liability, in aggregate, to the Client for any and all claims, losses, injuries, expenses, or damages whatsoever arising out of or in conjunction with the performance of services or any other cause, including any professional negligent acts, errors, omissions, breach of contract or breach of warranty shall not exceed the total compensation for services provided for the project or \$50,000, whichever is greater. In no event will Consultant have any liability of any nature for any incidental, special, indirect, consequential, multiplied, exemplary or punitive damages.

The fees for performance of professional services have been predicated on Consultant's and Client's agreement on the foregoing limitation of liability. Unless Client has advised Consultant of its objection to this limitation of liability clause and has obtained a signed amendment deleting that clause and adjusting the price of this Agreement, Client agrees that it will not seek to recover damages in excess of the limitation of liability clause, and that it will not contest the validity or enforceability of that clause.

The Client expressly agrees that the Consultant's employees and principals shall have no personal liability to the Client in respect of a claim, whether in contract, tort and/or any other cause of action in law. Accordingly, the Client expressly agrees that it will bring no proceedings and take no action in court of law against any of the Consultant's employees or principals in their personal capacity.

### **INDEMNIFICATION**

Client shall defend, indemnify, and hold harmless Consultant and its employees, officers, principals, and partners from all past and future claims, demands, losses, injuries, damages, liabilities, breach of contract or breach of warranty, arising out of or are related to this Agreement.

Consultant agrees to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities or costs, to the extent caused by Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom Consultant is legally liable.

Neither the Client nor Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to,

## **STANDARD TERMS AND CONDITIONS**

damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

Client agrees that any actions against by Consultant's employee(s) shall be against the firm, except for willful misconduct by the Consultant's employee(s).

### **NO THIRD-PARTY BENEFICIARY**

Nothing in this Agreement shall create any third-party beneficiary rights against either party.

### **OWNERSHIP OF DOCUMENTS**

Reports, drawings, specifications, calculations, and other documents, including those in electronic form, prepared for the project shall remain Consultant's property. The Client agrees not to use said documents for marketing purposes, for projects other than the project for which the documents were prepared by Consultant, or for future modifications to this project, without our express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant. Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless Consultant from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, injuries, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution.

### **ASSIGNS**

Neither party may delegate, assign, or transfer their duties or interest in this Agreement without the prior written consent of the other party.

### **CERTIFICATIONS**

Consultant shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement, and shall not be required to sign any documents that would result in us having to certify the existence of conditions whose existence we cannot ascertain. Any certificate will state that it is based on the best of our knowledge, information, and belief.

### **PAYMENT TERMS**

Consultant will submit invoices to Client on a monthly basis. Client shall provide payment for the Services provided within 30 days of receipt of invoice. Client

agrees to pay a service charge at a rate of 1.5 percent per month on past due payment under the Agreement. It is further agreed that Client shall pay for all costs of collections, including reasonable attorney fees, for unpaid invoices beyond ninety (90) days.

Invoices will be accompanied by a detailed statement showing the number of hours worked, services rendered, and costs incurred (including mileage and direct costs).

### **CHANGES IN WORK**

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is in writing and made part of this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by Consultant are estimates to perform the services required to complete the project as Consultant understands it to be defined. With repair projects, activities often are not fully definable in the initial planning. In any event, as the project progresses, the information developed may dictate a change in the services to be performed, which may alter the scope. Consultant will inform Client of such situations so that changes in scope and adjustments to time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for the performance of the services, and equitable adjustment shall be made, and the Agreement modified accordingly.

### **CONCEALED (HIDDEN) CONDITIONS**

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, Consultant may call for renegotiation of appropriate portions of this Agreement. Consultant shall notify the Client of the changed conditions necessitating renegotiation, and Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

### **CA/CO SERVICES**

If Client retains Consultant to perform construction administration and observation (CA/CO) services during the construction phase of the project,

## STANDARD TERMS AND CONDITIONS

Consultant shall not supervise, direct, or have control over Contractor's work. Consultant shall not have authority over or responsibility for the Contractor's means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the project. Consultant does not guarantee the Contractor's performance and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

It is understood and agreed that if the Client does not retain Consultant to perform CA/CO services, that the Client is therefore declining the portion of the Scope of Services under this Agreement regarding construction site visits, project observation or review of the construction performance, or any other construction phase services. Consultant will not be held responsible for the Client's and/or Contractor's interpretation of our reports and construction documents, and for construction observation, and Client waives any claims against Consultant that may be in any way connected thereto. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, principals, and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of the performance of such services by other persons or entities and from any and all claims arising from modifications, interpretations, adjustments or changes made to the reports and/or construction documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Consultant.

### OPINIONS OF PROBABLE COSTS

When required, Consultant will furnish opinions of probable cost for remedial work but does not guarantee the accuracy of such estimates. Opinions of probable costs, financial evaluations, feasibility studies, etc. prepared by Consultant will be made on the basis of Consultant's experience and qualifications and will represent our judgment as an experienced and qualified design professional. Opinions of probable costs should be used for preliminary planning purposes only. Accurate construction costs should be obtained from solicitation of bids from qualified contractor(s) based on specifications and/or drawings prepared by a design professional.

### MARKETING

Client agrees to allow Consultant to refer to this work, including project name, project description, and Client name, in future corporate marketing communications.

### SUSPENSION

The Client may, at any time, by written notice, suspend further work by Consultant. The Client shall remain liable for, and shall promptly pay Consultant for all services rendered to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on Client's behalf. If Client does not pay invoices within thirty (30) days of submission of invoice, Consultant may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to indemnify and hold Consultant harmless from any claim or liability resulting from such suspension.

### FORCE MAJEURE

Professional services or any obligations under this Agreement may be suspended by the Consultant, without liability to the Client, from causes beyond the control and without fault or negligence of the Consultant. Examples of causes include acts of God, fire, flood, epidemics, quarantine restrictions, strikes, freight embargos, and unusual (severe) weather.

### TERMINATION

Either party may terminate this Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Consultant shall be compensated by the Client for all services performed to the termination date including reasonable termination expenses.

### SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties.

### MERIT OF CLAIM

Before a party can file a claim against the other party, they must first obtain a written certificate, from a qualified professional engineer practicing the same discipline in similar services of applicable projects. Such certification shall be provided at least thirty (30) days to the other party prior to filing of any claim.

### GOVERNING LAWS

This Agreement is to be governed by the law of the state where the Consultant's services are performed.

## **STANDARD TERMS AND CONDITIONS**

### **COMPLIANCE WITH LAWS**

Consultant shall exercise the reasonable standard of care to comply with requirements of all applicable codes, regulations, and current written interpretation thereof published and in effect during our services. In the event of changes in such codes, regulations or interpretations during the course of the Project that were not and could not have been reasonably anticipated by us and which result in a substantive change to the construction documents, Consultant shall not be held responsible for the resulting additional costs, fees or time, and shall be entitled to reasonable additional compensation for the time and expense of responding to such changes.

### **TIME TO BAR LEGAL ACTION**

All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after three (3) years have passed from the date of termination or expiration of this Agreement.

### **DISPUTE RESOLUTION**

Any claim, dispute, or other matter that arises between the parties and cannot not be negotiated in good faith to resolve, shall be subject to mediation as a condition precedent to binding dispute resolution. Mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee(s) and any filing fees equally. If the parties do not result the dispute through mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction near the Project location.

### **DEFAULT**

In the event of the breach of the Agreement by either party, and in the event that legal action is taken to enforce any of the provisions of the Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.