



October 18, 2023

Club Ocean Villas 1 Condominium Association  
4201 Coastal Highway, Suite 1A  
Ocean City, MD 21842

Attention: Connor Braniff

Reference: Proposal for Condition Assessment (PCA) and Water Testing (WT)  
Club Ocean Villas 1 Condominium Unit 10 Building Enclosure Leak Investigation  
REI Proposal No. P23VAB-192

Dear Mr. Braniff:

In response to our recent discussions, we are pleased to submit this proposal for your consideration. The work outlined in this proposal includes the building envelope and associated moisture damaged structural components of the facility located at 108 120th Street, Unit 10, Ocean City, MD 21842.

The following is an outline of the proposed services for Condition Assessment (PCA) and Water Testing (WT):

**I. VISUAL ASSESSMENT**

- A. Meet with representatives of Client's onsite staff to discuss the history of moisture intrusion problems, if any, observed at this building.
- B. Perform a visual survey at reasonably accessible, exposed surfaces of the Building Enclosure components of Unit 10 to locate specific problems, identify conditions that may be contributing to the reported moisture intrusion and assess the overall needs of the components in question.
  - 1. Visual observation to occur from ground level or adjacent roof level.
  - 2. For steep sloped roofs observations may be performed from the ground level or adjacent roof level.
  - 3. Lifts, scaffolds, etc. will not be utilized for visual evaluation.
- C. Visually evaluate exterior cladding and flashing conditions.
- D. Visually evaluate window sealant joints and window glazing and determine estimated amount to be replaced and/or induced.
- E. Visually evaluate interior structural components for potential moisture related damages.
- F. Photographs will be taken as necessary to document our observations.

**II. WATER TESTING**

- A. Perform water testing on Building Enclosure components to attempt to isolate and document locations of water intrusion into the building. Water testing will be performed by applying water under pressure through an AAMA nozzle or port test apparatus.
- B. A destructive investigation may be required to evaluate the condition of the components identified by our water testing. In the instance that a destructive investigation is required, we will notify the client so that a contractor may be hired to remove building components.

**III. REPORT**

- A. Provide a report sealed by a Maryland Licensed Professional Engineer outlining the results of our investigation.
- B. Based on conditions determined through careful review of the Building Enclosure components and building interior/exterior, an outline of necessary or desired remedial procedures will be provided.

**IV. FEES**

- A. Engineering services will be provided on a unit rate basis in accordance with REI's standard fee schedule, included as an attachment to this proposal. The estimated fees are listed below, REI will notify client in the event it appears services required will exceed the estimated cost:

**1. Cursory Visual Assessment & Leak Investigation**

- a. Assessment/Investigation, Two man Team – 14 hours x \$270....\$3,780.00
- b. Report, Registered Professional, 8 hours x \$165.....\$1,320.00
- c. Report Review, Sr. Licensed Professional – 1 hours x \$215.....\$215.00
- d. Mileage, 1 trip x 292 miles x \$0.75/mile .....\$219.00
- e. Toll, 1 trip.....\$20.00

**Estimated Engineering Total ..... \$5,554.00**

**V. ADDITIONAL SERVICES**

- A. Items not contained in the Scope of Services or outlined herein will be deemed as additional services. Additional services will be provided upon prior approval by Client in accordance with our standard fee schedule (attached to this proposal).

**VI. EXCLUSIONS**

- A. Site visits for additional field investigation or meetings (beyond those specified above) are not included in this proposal.
- B. Destructive investigation services are not included in this proposal.
- C. Environmental sampling and testing for hazardous materials including, but not limited to, Asbestos, Lead and other materials is not included in this proposal.

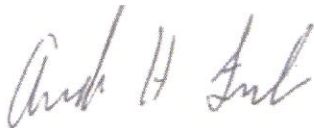
- D. Providing repair recommendations beyond those outlined above is not included in this proposal.
- E. Engineering or Design phase services, including preparation of Construction Documents for the recommended repairs, are not included in this proposal. The assessment report provided by REI outlining recommended repairs shall not be utilized as a Construction Document.
- F. Construction Administration services are not included in this proposal.

If this proposal meets with your approval, please sign the attached agreement and return it to us. This proposal will remain firm for a period of thirty (30) days. After that time, we reserve the right to review scheduled commitments and prices.

If you have any questions regarding this matter, please do not hesitate to call.

Respectfully submitted,

**REI Engineers**



Andrew Franklin, RRC, RRO, RPIC  
Project Manager



Zach Cox, PE, BECxP, CxA+BE, CDT, CEI  
Branch Manager

Enc: Terms and Conditions to Agreement for Engineering and Consulting Services  
Agreement for Engineering and Consulting Services  
REI Engineers Standard Fee Schedule



**AGREEMENT FOR ENGINEERING AND CONSULTING SERVICES**

THIS AGREEMENT is by and between **Club Ocean Villas 1 Condominium Association, 4201 Coastal Highway, Ocean City, MD 21842** hereinafter called CLIENT and REI Engineers, 2697 International Pkwy, Pkwy 3, Suite 106, VA Beach, VA 23452, hereinafter called REI, who agrees as follows:

- 1. **DECLARATIONS:** CLIENT desires to engage REI to provide Engineering and related technical services and other services in connection with CLIENT'S project ("**THE PROJECT**") described as follows:

Club Ocean Villas 1 Condominium

- 2. **SCOPE OF WORK:** REI shall provide Engineering and related technical services for THE PROJECT in accordance with the accompanying proposal.

REI Proposal P23VAB-192 dated October 18, 2023

If this agreement is not returned subsequent to a verbal approval or the receipt of your purchase order within 10 days, we will assume that the agreement has been accepted and is in force unless REI is otherwise notified in writing.

Executed this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ by \_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature



Executed this 18th day of October, 2023. By

\_\_\_\_\_  
Zach Cox, PE, BECxP, CxA+BE, CDT, CEI

Branch Manager

## TERMS AND CONDITIONS TO AGREEMENT FOR ENGINEERING AND CONSULTING SERVICES

### ARTICLE 1. SERVICES: REI will:

1.1 Act for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of care of comparative industry practicing in the same or similar location to THE PROJECT.

1.2 Provide only those services that, in the opinion of REI, lie within the technical or professional areas of expertise of REI and which REI is adequately staffed and equipped to perform.

1.3 Perform all technical services under the general direction of a Registered Professional Engineer and in substantial accordance with the basic requirements of the appropriate Standards of The American Society for Testing and Materials, where applicable, or other standards designated by CLIENT and accepted by REI.

1.4 Maintain ownership of all instruments of service. All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by REI as instruments of service shall remain the property of REI. REI will distribute reports only to those persons, organizations or agencies specifically designated in writing by CLIENT or his authorized representatives; or as required by law. REI grants to CLIENT a non-transferable, irrevocable and perpetual royalty-free license to retain and use such instruments of service for any purpose in connection with the PROJECT specified in the Proposal, upon full payment by CLIENT for REI's services. CLIENT may also use such instruments of service for other purposes only with REI's written consent. Re-use of any such instruments of service by CLIENT on any extension of the PROJECT or on any other project without the written authorization of REI shall be at CLIENT's sole risk and CLIENT shall indemnify, defend and save REI and its employees, officers and directors harmless from and against any loss, cost or expense suffered as a result of, or arising out of, or in connection with such re-use.

1.5 Retain samples for a period of 30 days following completion of the PROJECT, unless requested otherwise, after which samples will be discarded.

1.6 Retain all pertinent records relating to the services performed for a period of three years following completion of the PROJECT, during which period the records will be made available to CLIENT at all reasonable times.

### ARTICLE 2. CLIENT'S RESPONSIBILITIES: CLIENT or his authorized representative will:

2.1 Provide REI with a written scope of work clearly itemizing REI's duties in connection with THE PROJECT.

2.2 REI shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to REI such information as is available to the CLIENT and the CLIENT's consultants and contractors, and REI shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for REI to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold REI and REI's sub-consultants harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents, or other information provided by the CLIENT to REI.

2.3 Furnish right of entry onto The PROJECT site for REI to make the necessary field studies. REI will endeavor to minimize damage to the land but makes no guarantee to restore the site to its original condition unless a separate agreement is made for such restoration, in which case REI shall add the cost of restoration to the fee for The PROJECT.

2.4 Designate in writing those persons, organizations, or agencies to be contacted in the event conditions are revealed during the execution of REI's study that would require possible alteration of the study or would potentially influence design that is proceeding in parallel with the study.

### ARTICLE 3. GENERAL CONDITIONS:

3.1 REI, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to The PROJECT customarily vested in The PROJECT architects, design engineers, or any other design agencies or authorities.

3.2 REI shall not be responsible for acts of omissions of any party or parties involved in the design of The PROJECT or the failure of any contractor or subcontractor to construct any item on THE PROJECT in accordance with recommendations contained in any correspondence or verbal recommendations issued by REI.

3.3 This Agreement may be terminated by either party on receipt of written notice or by mutual agreement. If this Agreement is terminated by either party, REI shall be paid in full for all services performed through the termination date, and the CLIENT shall be provided with a complete report of the results of tests and analysis conducted prior to termination.

3.4 Neither CLIENT nor REI may delegate, assign sublet or transfer his duties or interest in the Agreement without the written consent of the other party.

3.5 REI makes no warranty, either expressed or implied, as to the findings, recommendations, plans, specifications, or professional advice. REI has endeavored to perform the services pursuant to generally accepted standards of practice in effect at the time of performance.

3.6 When REI does not prepare the Contract Documents for the project, the CLIENT waives all claims against REI arising from or in any way connected with errors, omissions, conflicts or ambiguities in the Contract Documents prepared by others. In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold REI harmless from any damage, liability or cost, including reasonable attorneys' fees and defense costs, arising from any errors or omissions contained in the plans, specifications or other Contract Documents prepared by others, except for the sole negligence or willful misconduct of REI.

3.7 REI will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of CLIENT, or safety precautions and programs incident thereto.

### ARTICLE 4. INSURANCE:



4.1 REI shall secure and maintain throughout the full period of this Agreement sufficient insurance to protect it adequately from claims under applicable Workmen's Compensation Acts and from claims for bodily injury, death or property damage as may arise from the performance of services under this Agreement. REI will, upon request, file certification of such insurance coverage with CLIENT or his authorized representative.

4.2 No insurance of whatever kind or type, which may be carried by REI, is to be considered as in any way limiting the contractor's or subcontractor's responsibility for damages resulting from his operations or for furnishing work and materials to The PROJECT. CLIENT agrees, therefore, to include, or cause to be included in The PROJECT'S construction contract, such requirements for insurance coverage and performance bonds to be secured and maintained by THE PROJECT contractor as CLIENT deems adequate to indemnify CLIENT, REI, and other concerned parties, against claims for damages and to insure compliance of work performance and materials with PROJECT requirements.

#### **ARTICLE 5. CONSEQUENTIAL DAMAGES AND LIMITATIONS OF LIABILITY:**

5.1 Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law: (i) REI shall not be liable, whether based on contract, tort, negligence, strict liability, warranty, indemnity, error and omission or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive or exemplary damages of CLIENT, or damages of CLIENT arising from or in connection with loss of power, loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and CLIENT hereby releases REI from any such liability; and (ii) in no event shall the cumulative aggregate liability of REI, or its employees, officers or directors, to CLIENT resulting from, arising out of or in connection with the performance or nonperformance of the services or other obligations under this Agreement, exceed the lesser of (i) the total compensation paid to REI pursuant to this Agreement, or (ii) \$10,000.00, regardless of the legal theory under which such liability is imposed. The remedies stated in this Agreement are CLIENT'S sole and exclusive remedies for any failure by REI to comply with obligations to CLIENT.

#### **ARTICLE 6. PAYMENT:**

6.1 CLIENT will pay REI for services and expenses in accordance with REI's proposal. REI's invoices will be presented at the completion of its work or monthly and will be paid within thirty (30) days of receipt by the CLIENT or his authorized representative.

6.2 Accounts beyond 30 days will be considered delinquent and shall be subject to service charge at a rate of 1.5% per month of delinquent amount.

6.3 REI shall be paid in full for all services under the Agreement, including any overruns of CLIENT'S contract or any unforeseen need for REI's services exceeding original contract requirements. Payment for such services shall be made irrespective of any claim by CLIENT for compensation for additional work conducted. Any such claim shall in no respect delay payment of fees for services performed by REI.

#### **ARTICLE 7. EXTENT OF AGREEMENT:**

The Agreement, including the proposal and these terms and conditions, represents the entire agreement between CLIENT and REI and supersedes all prior negotiations, representations or agreements, written or oral. The agreement may be amended only by written instrument signed by CLIENT and REI. The parties to this Agreement may from time to time by mutual agreement seek to modify, extend or enlarge the services described in the Proposal. In the event the parties agree to a change to add additional services, or to make other modifications to the services, REI's compensation, the schedule and any other relevant terms and conditions of the Proposal shall be equitably adjusted prior to performance of such services.

#### **ARTICLE 8. MEDIATION:**

8.1 In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and REI agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and REI further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

#### **ARTICLE 9. CERTIFICATE OF MERIT:**

The CLIENT shall make no claim for professional negligence, either directly or by way of a cross complaint against REI unless the CLIENT has first provided REI with a written certification executed by an independent consultant currently practicing in the same discipline as REI and licensed in the State where the work was performed. This certification shall: a) contain the name and license of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to REI not less than thirty (30) days prior to the presentation of any claim or the institution of any arbitration, mediation or judicial proceeding. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.

#### **ARTICLE 10. BIOLOGICAL GROWTH:**

CLIENT releases REI from any and all claims CLIENT and CLIENT'S employees, tenants or any other building occupants may have as a result of biological growth and agrees to defend, indemnify and hold REI harmless from any and all penalties, actions, liabilities, costs, expenses and damages arising from or relating to the presence of mold in CLIENT'S Building.

**REI ENGINEERS  
STANDARD FEE SCHEDULE**

**A. STANDARD UNIT RATES FOR PROFESSIONAL SERVICES\***

1.	Principal .....	\$325.00/hr.
2.	Sr. Licensed Professional (PE, AIA) / Branch Manager .....	\$215.00/hr.
3.	Sr. Registered Professional (RBEC, RRC, RWC, REWC) .....	\$185.00/hr.
4.	Licensed Professional (PE, AIA) .....	\$175.00/hr.
5.	Registered Professional (RBEC, RRC, RWC, REWC) .....	\$165.00/hr.
6.	Sr. Project Manager .....	\$155.00/hr.
7.	Project Manager .....	\$125.00/hr.
8.	Construction Administration Manager .....	\$115.00/hr.
9.	Sr. Technician .....	\$105.00/hr.
10.	Technician .....	\$85.00/hr.
11.	Draftsman (includes AutoCAD time) .....	\$85.00/hr.
12.	Clerical .....	\$80.00/hr.

**B. MISCELLANEOUS CHARGES**

1.	Mileage .....	\$0.75/mile
2.	Expenses .....	Cost x 1.15

**C. FIELD TESTING**

1. Shall be as quoted on a per project basis.

\*Time over 40hrs./wk. & Saturdays at time and one-half. Sundays & Holidays at double time.  
Minimum personnel charge for site visits is four hours excluding travel time.