

March 20, 2017

Via e-mail
Waterford3333@verizon.net

Ms. Tina Hayman
The Waterford Condominium
3333 University Boulevard West
Kensington, MD 20895

Re: The Waterford Condominium, 3333 University Boulevard West, Kensington, MD
Vertical Transportation Consultation

Dear Ms. Hayman:

Attached is our revised proposal outlining our Scope of Services, General Conditions and Fee that have been developed based on the information we received.

As you requested, we have included Options A and B in our proposal. However, we do not recommend these options due to current alternating current (AC) technologies vs. dated direct current (DC) motor generator sets and current code requirements. We would be happy to discuss this further with you (not to exceed one hour) during the Phase I scheduled survey should you choose to select VDA for your elevator modernization project.

If this is acceptable, kindly sign and return the proposal via e-mail to mgilchrist@vdassoc.com, at your earliest convenience.

Should you have any questions, please contact our office.

Very truly yours,



Tim Donahue
Senior Associate

TD/mjg

Attachment

E:\Waterford Condominium-mod-rev.ppt

March 20, 2017 (Revised)
November 30, 2016

Ms. Tina Hayman
The Waterford Condominium
3333 University Boulevard West
Kensington, MD 20895

Re: The Waterford Condominium, 3333 University Boulevard West, Kensington, MD
Vertical Transportation Consultation

Dear Ms. Hayman:

Based on our discussions, the following represents the agreement ("the Agreement") by and between VDA[®] (Van Deusen & Associates, Inc.), ("Consultant") and The Waterford Condominium, (the "Client").

I PURPOSE OF AGREEMENT

- A. The purpose of this Agreement is to state the terms and conditions under which Consultant will provide consulting services for the vertical transportation systems in the referenced building, hereinafter referred to as the "Project."

II SCOPE OF WORK

- A. Provide vertical transportation consulting services for the evaluation and modernization of two (2) geared traction passenger elevators at the above-referenced location, in accordance with the scope of services detailed in Section III below.

III SERVICES TO BE PERFORMED

PHASE I – PRELIMINARY EVALUATION

- A. Establish design criteria for the modernization of two (2) geared traction passenger elevators.
- B. Survey the referenced units to provide:
1. An overview of existing system.
 2. An identification and evaluation of the major vertical transportation equipment and/or system components.
 3. An evaluation of the equipment and the maintenance being performed.

4. An evaluation of the operating performance levels of each unit.
 5. An ADA Survey to determine if the systems comply with the Americans with Disabilities Act.
- C. Prepare a report with the findings of our survey. The report will include:
1. An Executive / Overview Summary
 2. A Life Cycle Analysis Matrix
 3. A Maintenance Audit with Major Deficiencies Noted for Corrective Action
 4. A Performance Evaluation with Comparable Standards
 5. An ADA Compliance Analysis
 6. An Equipment Status Report Itemizing Long Term Recommendations and if Necessary, Major Remedial Options Including Applicable Modernization Alternatives, with Budget Estimates.
 7. A System Profile
- D. Provide telephone consultation subsequent to the issuance of the report.

PHASE 2 – DOCUMENT PREPARATION

- A. Confirm our original recommendations for system improvements with supplemental applicable information.
- B. Based upon the data gathered and Client instructions, develop specifications which focus on long-term dependability, improved performance and increased traffic handling efficiency. Specifications shall also give particular attention to any code-related issues, including, but not limited to any identified related-building work. Specifications shall be reviewed and approved by the client prior to issuance.

Note: The specifications will incorporate a cab allowance or a design prepared by others in a format that can be incorporated into our documents.

- C. In a separate section of the project specifications, provide detailed terms and conditions governing the manner in which all work must be performed. Included in this section, along with warranty information, insurance requirements, and applicable code listing, shall be procedures for:
 1. Material handling and storage
 2. Disposal of old equipment

3. Erecting barricades / property protection
 4. Obtaining approval of submittal drawings
 5. Submitting progress payment requests
 6. Obtaining permits and/or approvals
 7. Conducting code and acceptance inspections
 8. Resolving disputes over interpretation of the specifications
 9. Guaranteeing materials and workmanship
 10. Turning over wiring diagrams, instruction manuals and diagnostic tools
 11. Training personnel on new control safety features
 12. Obtaining final acceptance of completed work
 13. Project execution requirements / personnel
- D. Provide a form of agreement and specifications for Full Protective Elevator Maintenance Services. This agreement shall be written to require the contractor to:
1. Provide a comprehensive scope of preventive maintenance services
 2. Work a minimum number of hours each month dedicated solely to routine maintenance
 3. Respond to call-back service requests within a specified time
 4. Provide a monthly summary of equipment malfunctions and call-backs
 5. Conduct periodic inspections and testing as required by code / local laws
 6. Maintain specific levels of operational performance
 7. Periodically re-paint machinery and storage parts
 8. Provide insurance requirements, price adjustments, cancellations and renewals
- E. Provide new or revised budget estimates as required for the elevator work.
- F. Assist in identifying contractors with the expertise and logistical support necessary to successfully complete the specified work.

- G. Issue the following bid documents to identified contractors:
1. A formal invitation to bid
 2. General terms and conditions governing the technical specifications
 3. Technical specifications for the work authorized
 4. Specifications and contract for preventive maintenance services
 5. A bid proposal form
 6. Contractor qualification form / references

PHASE 3 – BIDDING

- A. Respond to bidder inquiries regarding the specifications and issue addenda when necessary.
- B. Provide spreadsheet analysis of bid proposals.
- C. Attend one (1) meeting on site with the Client to interview bidders whose proposals are viable and competitive.
- D. Issue a written recommendation for contract award based upon bid proposal review and contractor interviews.

PHASE 4 – IMPLEMENTATION TECHNICAL SUPPORT

- A. Review vertical transportation shop drawings (excluding cabs) for compliance with the project specifications as well as applicable codes. Return two (2) marked up copies in the standard turn-around period of ten (10) working days. VDA will not be responsible for expediting shop drawing submissions received from the Trade Contractor.

NOTE: If more than two (2) drawing resubmittals and/or cab drawing reviews are required, they will be performed by VDA on a timecard basis and billed as an extra on contract.

- B. Conduct or attend a maximum of two (2) job site visits or meetings during construction to evaluate work in progress by the Contractor. Subsequent to each such visit, issue a letter report on our findings.
- C. Upon completion of all work, conduct a thorough examination to compile a deficiency punch list. Monitor systems operation and record pertinent operating performance data for comparison purposes.

- D. Perform up to one (1) follow-up survey to verify that all punch-list items are addressed by the contractor in a satisfactory manner.
- E. Upon the satisfactory removal of all punch-list deficiencies by the contractor, issue a letter recommending final acceptance of the completed project along with payment of retained money.

IV INDEMNIFICATION

- A. The Consultant shall be responsible only for the work performed directly by its employees or those persons retained by the Consultant to perform work in conjunction with this project and shall defend, indemnify and hold harmless the Client against claims, damages, actual out-of-pocket costs or actual out-of-pocket expenses (including, without limitation, reasonable attorney fees) arising out of such performance.
- B. The Consultant shall not be responsible for the acts or omissions of the Client or any of the Client's other consultants, contractor(s), sub-consultant(s), their agents or employees, or other persons performing any of the work, and Client shall defend, indemnify and hold harmless the Consultant against claims, damages, actual out of pocket costs or actual out of pocket expenses (including, without limitation, reasonable attorney fees) arising out of any of the foregoing.
- C. The Consultant shall not be liable for any loss, damage, detention or delay resulting from any cause whatsoever beyond its reasonable control or resulting from a force majeure, including, without limitation, fire, flood, strike, lockout, civil or military authority, insurrection or war.
- D. The Consultant shall not be responsible for any consequential damages or punitive damages or damages based on a claim of loss of business, loss of business opportunity, or loss of revenue.
- E. The Client shall be responsible for the payment of sales and use taxes which may be imposed or assessed by any state or local jurisdiction in connection with the services provided by the Consultant. The Client shall indemnify and hold harmless the Consultant and its agents and employees against any such sales and use taxes, claims or liabilities.

V TERMINATION OF AGREEMENT

- A. This Agreement may be terminated by either party upon seven (7) days written notice thereof to the other party.
- B. In the event this Agreement is terminated by Client for any reason, Client will pay Consultant for all services rendered prior to and including the effective date of such termination.

VI MISCELLANEOUS PROVISIONS

- A. This Agreement is binding upon the original parties and their respective heirs, assigns, administrators, executors or legal representatives (as permitted by this Agreement).
- B. Should one or more provisions within the Agreement be held invalid, illegal or unenforceable, the Agreement will be construed to survive such a holding and the invalid, illegal or unenforceable provisions will not affect any other provisions of the Agreement.
- C. This writing constitutes the sole intention of the parties. Any and all prior oral and/or written agreements or understandings between the parties are hereby suspended with respect to the subject matter hereof.
- D. If the equipment is to be installed in a new or extended hoistway in an existing structure, unforeseen field conditions may result in re-design work and/or additional services that will be considered beyond the Scope of Services previously outlined. The additional work, when authorized by the Client, will be invoiced monthly on a time card basis.
- E. The proposal set forth in this Agreement shall automatically terminate and be of no further force and effect unless the Client returns a duly executed counterpart of this Agreement to the Consultant within sixty (60) days of the date first set forth above, time being of the essence.
- F. All communications under this Agreement shall be in writing, and shall be deemed to be sufficiently given and delivered by the party (i) on the date presented and a receipt is given if sent by Federal Express or other nationally recognized courier, or (ii) on the fourth (4th) day after having been mailed by certified mail, return receipt requested, to a party at the addresses set forth on the following page, or to such other address as such party may designate to the other party in writing.

VII FEE

- A. The fee for Phases 1 – 4 will be the lump sum of \$22,550.00, broken down as follows:
 - 1. The Phase 1 fee will be the lump sum of \$2,665.00, payable upon issuance of the report.
 - 2. The Phase 2 fee will be the lump sum of \$8,405.00, payable 90% upon issuance of the draft specification / 10% upon issuance of the final specification.
 - 3. The Phase 3 fee will be the lump sum of \$2,460.00, payable upon issuance of the bid comparison analysis.
 - 4. The Phase 4 fee will be the lump sum of \$9,020.00, payable in installments. Invoices will be issued monthly as services are provided.

B. The fee for Options A & B is as follows:

- Option A: Survey and provide written responses to the four (4) questions per the attached Waterford Condominiums RFP document. Option A is contingent upon proposal acceptance and additional survey to be completed during the Phase I scheduled survey. The additional fee for Option A will be the lump sum of \$2,050.00.

Option A: Accepted Not Accepted

- Option B: Survey and provide written responses to the eleven (11) questions per the attached Waterford Condominiums RFP document. Option B is contingent upon proposal acceptance and additional survey to be completed during the Phase I scheduled survey. VDA will not provide as-built drawings for the existing elevator systems. The additional fee for Option B will be the lump sum of \$3,280.00.

Option B: Accepted Not Accepted

C. The following reimbursable expenses will be billed at cost with our normal invoices:

1. Any living and traveling expenses for any travel outside the Baltimore/Washington, DC Metropolitan area
2. Any courier and express delivery services such as FedEx

D. Any meetings or additional consulting services requested by the Client that is over and above the Scope of Work will be billed on a time card basis using our current rates.

E. It is expected that invoices will be paid within thirty (30) days of rendering. One percent (1%) per month interest will be charged on any invoice that is outstanding for over ninety (90) days.

F. Any property managed, owned, supplemented or financed by a Government Agency that mandates documents be sealed (i.e., stamped) by a Professional Engineer, Architectural Engineer or Registered Architect shall be subject to the extra fee charged or imposed in connections with the services specified in this Agreement.

EXECUTED this day and year below written

CLIENT:

CONSULTANT:

The Waterford Condominium

VDA® (Van Deusen & Associates, Inc.)

By: 
Charles Klein

By: 
Tim Donahue

Title: President

Title: Senior Associate

Date
Signed/Accepted: 4/19/18

Address: 3333 University Boulevard W.
Kensington, MD 20895

Address: 1025 Connecticut Avenue, NW
Washington, DC 20036

ALL FAXED SIGNATURES ARE RECOGNIZED AS ORIGINALS

EXECUTION OF THIS SIGNATURE PAGE REPRESENTS THE ACCEPTANCE OF THE ENTIRE PROPOSAL

VDA - BRANCH
Hourly Rates by Discipline – 2017*

CLERICAL	\$55.00
CAD OPERATOR	\$150.00
ALL/ANY OTHER CONSULTING STAFF	\$205.00
REGIONAL VP / AREA MANAGER	\$230.00
PRINCIPAL / DIRECTOR	\$275.00

*Rates are reviewed on an annual basis and
do not apply to Government or Agency work