THE GREENS AT LEISURE WORLD II
A CONDOMINIUM UNIT OWNERS ASSOCIATION
MUTUAL 20B
MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS
WEDNESDAY, JANUARY 25, 2017

General Resolutions # 17-2 through # 17-14

Pursuant to notice previously given, a regular meeting of the Board of Directors of The Greens at Leisure World II was held in Community Room # 3, 15115 Interlachen Drive, Silver Spring, Maryland 20906 on Wednesday, January 25, 2017.

Directors Present: Stanley Hertzbach, President; Paul Spiegel, Vice President; Cheryl Prejean Greaux, Secretary; Phil Marks, Treasurer; Doris DeSantis, Director; John Feldmann, Director; and Edward Walper, Director.

LWMC: Jolene King, LWMC Assistant General Manager for Facilities and Services; Lynn House, Community Manager and Perla Alvarez, Assistant Community Manager.


Residents: 9 present.

I. Call to Order: President Hertzbach called the meeting to order at 9:00 a.m.

II. Adoption of Agenda: The agenda was adopted.

III. Consent Agenda:

A. Approval of Minutes:

Approval of Minutes: General Resolution # 17-2, 01/25/17: The Board approves the minutes of the November 30, 2016 Regular and Executive meetings, minutes of the December 7, 2016 Executive meeting, and minutes of January 11, 2017 Open Hearing and Special meetings. Motion passed unanimously.

B. 2017 Standing Committee Members:

2017 Standing Committee Members: General Resolution # 17-3, 01/25/17: The Board approves the following committee members:

Activities Committee: Sharon Kehoe (Chairman), Phyllis Rand (Vice Chair), Sondy Stripling (Secretary), Estelle Franklin (Treasurer), Frank & Ann Barletta, Gladys Blank,
Marie Breyere, Joyce Chido, Walt and Joyce Hendrix, Gina Hirsh, Shirley Kirschenbaum, Regina Price, Ruby Ricks, Joan Ripley, and Sandy Walper.

**Budget & Finance Committee:** Gerald Baker (Chairman), Jerry Jennings (Vice Chair), Hamil Tavernier (Secretary), Ed Brown, Lee Jones and Moshe Samber.

**Building & Grounds:** Hal Stein (Chairman), Candy Schimming (Vice Chair), Hamil Tavernier (Secretary), Ann Bolt, Patricia Merchant, Harold Navy, Janice Skaggs, Ed Smulsky, Larry Stets, and Phil Yaffee.

**Communications Committee:** Sandy Michel (Chair), Joanne Murphy, and Maxine Stein.

Motion passed unanimously.

**C. 2017 Leisure World Advisory Committee Nomination to the Energy Advisory Committee:**

**2017 Leisure World Advisory Committee Nomination to the Energy Advisory Committee: General Resolution # 17-4, 01/25/17:** The Board recommends that the Board of Leisure World Community Corporation (LWCC) approves the appointment of Lee Jones as a second representative of Mutual 20B in the Energy Advisory Committee.

Motion passed unanimously.

**D. Staff Salary Increase:** President Hertzbach informed the Board that, by Action Without Meeting (as provided by the Bylaws, Article 3, Section 3.14) the attached resolution (concerned with staff salary increase) was adopted.

**IV. Resident’s Forum:**

**A. Dible: Alteration Application:** The Board denied the submitted “Application for Additions, Alterations and Improvements” to drill ¼” hole in the balcony door frame by Comcast to pass cable wires to the balcony for TV cable capabilities in that area.

**B. Dewberry: Second Pet Request:** The Board denied the request of Mr. & Mrs. Dewberry to have a second dog over the pet weight limit live in with them if necessary.

**C. Bosin: Request for Alternate Board Meeting Times:** The Board considered the request and agreed that they would continue to hold open hearings and special meetings both during the day and night and that the president would evaluate and consider an evening meeting.

**D. Barry: Move in Waiver:** The Board denied the request to move in without a licensed and insured mover.
V. Reports:

A. President’s Report: President Hertzbach commended Ann Bolt for having served under duress as Chair to the Building & Grounds Committee. He mentioned the upcoming projects for Greens II (roof and elevators). Informed the Board on the new law regarding smoke detectors and mentioned that the Board will keep working on a rental restriction bylaw amendment.

B. Standing Committee Minutes: The minutes were accepted as presented. The Board asked that in the future Activities Committee include their treasurers report with their minutes.


D. Management Reports: Jolene King discussed LWMC activities. Lynn House discussed Greens II activities. The Board authorized the Community Manager to work with the President and Treasurer to closeout on the expenses related to the DHCA condemnation order.

VI. General Business:

A. Culbertson Partial Retention Release:

**Culbertson Partial Retention Release: General Resolution 17-5, 01/25/17:** The Board approves Culbertson Company payment request # 12 in the amount of $90,000, to be charged to the Replacement Reserve Facade Account (#6900.13) (which represents a partial release of the retention). Furthermore, the Board authorizes the Community Manager to negotiate with Culbertson for the closeout amount. Motion passed unanimously.

B. ACM Change Order: Contract Credit/ Reduction:

**ACM Change Order # 006: General Resolution # 17-6, 01/25/17:** The Board approves Change Order # 006 from ACM, dated January 4, 2017, which reduces the contract amount by $23,463.25, crediting the allowance for cleaning and off-site storage fees and equipment rental fees in Bldg. 4. Motion passed unanimously.

C. CWS Change Order: Contract Credit/ Reduction:

**CWS Change Order # 004: General Resolution # 17-7, 01/25/17:** The Board approves Change Order # 004 from Consolidated Waterproofing Services, dated January 5, 2017, in the credit amount of $29, 254.40, which reconciles the additions/ deletion to the contract scope of work. Motion passed unanimously.
D. ETC: Work Authorization Sheet: Garage Repairs:

**ETC: Work Authorization Sheet: Garage Repairs: General Resolution # 17-8, 01/25/17:** The Board approves the Work Authorization sheet from ETC Garage Repairs, dated December 12, 2016, in the amount of $38,715.00 for additional services previously invoiced (see attached summary) and for additional CO&A services necessary to complete the Garage and Foundation Repair Project to be charged to Replacement Reserve Foundation Account (#6900.08). Further, the Board asks ETC to reconcile their invoices monthly. Motion passed unanimously.

E. ETC New Sump Pit Covers:

**ETC: New Sump Pit Covers: General Resolution # 17-9, 01/25/17:** The Board approves the recommendation of ETC and Management to replace the elevated sump pump pit covers with a metal flush mount. Furthermore, the metal sump pump pit covers must be properly treated with a waterproof sealant to prevent rust and corrosion. There is no cost increase for this change. The Board directs ETC to notify the contractor of this approval. Motion passed unanimously.

F. ETC: Expansion Joints Recommendation:

**ETC: Expansion Joint Replacement for Bldg. 4 North Side: General Resolution # 17-10, 01/25/17:** The Board authorizes CWS to make emergency repairs by having the Bldg. 4 North Side garage expansion joint replaced at a cost not to exceed $7,500, to be charged to Building Maintenance Account (6202.6). Motion passed unanimously.

**ETC: Expansion Joints Recommendation: General Resolution # 17-11, 01/25/17:** The Board authorizes ETC to investigate options for new expansion joints, solicit pricing from CWS for the emergency repair outlined in Resolution # 17-10, obtain bids for the installation of the other three (3) new garage slab expansion joints, and supervise installation of all four (4) new expansion joints. ETC will install up to eight (8) crack gauges at the four (4) garage slab expansion joints, and monitor them three (3) times, at about three-month intervals. ETC will also visually inspect cracks in corridor walls four (4) times. The Board also requests pricing from ETC to re-caulk the vertical expansion joints on the front side of Building #4. ETC will perform this work at a cost not to exceed $5,000, to be charged to Building Maintenance Account (#6202.6). Motion passed unanimously.

**NOTE: Hallway Cracks:** ETC does not recommend repair of hallway cracks at this time.

G. Roof Replacement Project: ETC presented the Board with a preliminary pre-construction schedule for the roof replacement.
H. Appoint Elections Committee Chair:

**Appoint Elections Chair: General Resolution # 17-12, 01/25/17:** In accordance with Article 3, Section 3.4 of the Association’s Bylaws, the Board appoints Cheryl Prejean Greaux to serve as Chair of the 2017 Elections Committee. Motion passed unanimously.

I. Audit Date:

**Audit Date: General Resolution # 17-13, 01/25/17:** The Board selects March 15, 2017 at 2:00 p.m. as the virtual audit presentation date and time with Malvin & Riggins. Motion passed unanimously.

J. Appoint LWCC Alternates:

**Appointment of LWCC Alternates: General Resolution # 17-14, 01/25/17:** The Board appoints Stanley Hertzbach & Cheryl Prejean Greaux to replace Al Lukas and Phil Klubes as the Mutual 20B alternates to the Leisure World Community Corporation Board of Directors. Further, all other Mutual 20B alternates may serve in place of any of the 2 designated Mutual 20B directors. Motion passed unanimously.

K. 2017 M&O Agreement: The Board postponed this to February 22, 2017 regular Board meeting.

L. 2017 Annual Calendar: The Board postponed this to February 22, 2017 regular Board meeting.

M. Rental Restriction Bylaw Amendment: The Board postponed this to February 22, 2017 regular Board meeting.

N. Discussion Topics: The Board postponed this to February 22, 2017 regular Board meeting.

VII. Adjournment: The meeting was adjourned at 12:26 p.m.

Attest:

Cheryl Prejean Greaux, Secretary

[Signature]

Perla M. Alvarez, Asst. Community Mgr. and Recording Secretary
December 12, 2016

The Greens at Leisure World II Condominium Unit Owners Association
15100 Interlachen Drive
Suite 116
Silver Spring, MD 20906

Attention: Mrs. Lynn House, PCAM, LEED AP

Subject: Contractor's Application for Payment Number 12
The Greens II at Leisure World - Façade Repair Project
15100 Interlachen Drive
Silver Spring, MD 20906
ETC Project: M3-2232

Dear Mrs. House:

Enclosed is Application for Payment (invoice) Number 12 from the Contractor (Culbertson Company) for the above referenced project. Based on our review of the work performed, we believe this invoice generally reflects the degree of progress achieved by the Contractor. Approval or processing of the Contractor's Application for Payment does not constitute acceptance of the work completed to date and does not relieve the Contractor for any problems or deficiencies found in the work. The approved invoice amount is therefore $90,000.00 which includes a partial release of retainage withheld to date. A summary of payments approved to date is as follows:

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Total Approved to Date: $1,199,968.44

Professional Relationships That Endure...Over 30 Years!
Water Intrusion + Roofing + Structural + Architectural + Pavement + Warranty/Reserve Studies + Mechanical
If you have any questions regarding this invoice, please contact us as soon as possible.

Sincerely,

ENGINEERING & TECHNICAL CONSULTANTS, INC.

Luke C. Valentine, P.E.
Registered Engineer

ATTACHMENTS:  Revised Application for Payment Number 12
Partial Lien Release
APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: The Greens at Leisure World II
Condominium Unit Owners Association
15100 Interlachen Drive, Suite 116
Silver Spring, Maryland 20906

FROM CONTRACTOR:
Culberson Company of VA, LLC
7000 Tech Circle
Manassas, Virginia 20109

ENGINEER: Engineering and Technical Consultants, Inc.
8530 Old Annapolis Road, Suite G
Columbia, Maryland 21045

PROJECT: Greens II Building 4
15100 Interlachen Drive
Silver Spring, Maryland

APPLICATION NO: 12
APPLICATION DATE: 12/05/16

PERIOD TO: 12/05/16

CONTRACT FOR: Building 4 Façade Repair

CONTRACTOR’S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G701, is attached.

| 1. ORIGINAL CONTRACT SUM                  | $1,498,247.00 |
| 2. Net change by Change Orders           | $264,968.73   |
| 3. CONTRACT SUM TO DATE (Line 1 + 2)     | $1,763,215.73 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column C on G701) | $1,763,215.73 |
| 5. RETAINAGE:                           |               |
| a. 0% of Completed Work (Column D + e on G701) | $33,329.83 |
| b. % of Stored Material (Column F on G701) |               |
| Total Retainage (Lines 3a + 3b or Total in Column I of G701) | $33,329.83 |
| 6. TOTAL FARNED LESS RETAINAGE (Line 4 Less Line 5 Total) | $1,199,958.44 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | $700,000.00 |
| 8. CURRENT PAYMENT DUE                   | $1,199,958.44 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE | $33,329.83 |

CONTRACTOR: Culberson Company of Virginia, LLC
By: Molly Barrese
Secretary/Assistant Secretary
Date: 12/05/16
State of: Virginia
County of: Prince William
Ordinary Public
Commonwealth of Virginia
Notary Public

ARCHITECT’S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the information and data comprising the application, the Architect certifies to the Owner that to the best of the Architect’s knowledge, information and belief the Work has been completed as indicated in the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $90,000.00

(Attach explanation if amount certified differs from amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Luke Valentine
Date: 12/12/16

The Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance or payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1765 NEW YORK AVE, N.W., WASHINGTON, D.C. 20006-5392

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document’s Authenticity from the Licensee.
**CONTINUATION SHEET**

**AIA DOCUMENT G703**

**GREENS II BUILDING 4**

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<th>ITEM NO.</th>
<th>DESCRIPTION OF WORK</th>
<th>Unit of Measure</th>
<th>Unit Cost</th>
<th>Base Bid Units</th>
<th>Billed Units</th>
<th>MODIFIED VALUE</th>
<th>WORK COMPLETED</th>
<th>MATERIALS PRESENTLY STORED (NOT IN D &amp; E)</th>
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**CONTINUED NEXT PAGE**

**SUB TOTALS**

|                      | $883,242.00 | $883,242.00 | $0.00 | $0.00 | $883,242.00 | 100.00% | $0.00 | $0.00 |

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## CONTINUATION SHEET

**AIA DOCUMENT G703**

**APPLICATION NO:**

**APPLICATION DATE:** 12/05/16

**PERIOD TO:** 12/05/16

**PROJECT NO:**

**GREENS II BUILDING 4**

### DESCRIPTION OF WORK

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DESCRIPTION OF WORK</th>
<th>Unit of Measure</th>
<th>Unit Cost</th>
<th>Base Bid Units</th>
<th>Bid Units</th>
<th>SCHEDULED VALUE</th>
<th>FROM PREVIOUS APPLICATION</th>
<th>THIS PERIOD</th>
<th>MATERIALS PRESENTLY STORED (NOT IN D OR E)</th>
<th>TOTAL COMPLETED AND STORED TO DATE</th>
<th>PERCENT COMPLETED TO DATE</th>
<th>BALANCE TO FINISH</th>
<th>REPAYABLE UP VARIABLE RATE</th>
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<tr>
<td>21</td>
<td>Perform slab edge repairs</td>
<td>LF</td>
<td>$135.00</td>
<td>1,800</td>
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<td>Perform partial depth horizontal repairs (up to 3: deep)</td>
<td>SF</td>
<td>$125.00</td>
<td>75</td>
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<td>3,000</td>
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<td>$2,700.00</td>
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<td>26</td>
<td>Coat balcony soffits at repair area (20 locations)</td>
<td>EAC1I</td>
<td>$675.00</td>
<td>20</td>
<td>69.00</td>
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<tr>
<td>27</td>
<td>Coat balcony column @ repair area (13) (Overages)</td>
<td>EAC1I</td>
<td>$200.00</td>
<td>15</td>
<td>41.00</td>
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<td>100.00%</td>
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<tr>
<td>28</td>
<td>Apply Keim coating to concrete elements</td>
<td>ALL</td>
<td>$126,650.00</td>
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<td>$0.00</td>
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<td>$12,665.00</td>
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<tr>
<td>29</td>
<td>Install new roof membrane at balcony roofs</td>
<td>EAC1I</td>
<td>$5,000.00</td>
<td>5</td>
<td>4.00</td>
<td>$25,000.00</td>
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<td>$25,000.00</td>
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<td>$0.00</td>
<td>$2,500.00</td>
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<tr>
<td>30</td>
<td>Clean work areas and demobilize</td>
<td>Location</td>
<td>$35,000.00</td>
<td>35</td>
<td>0.00</td>
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<td>$0.00</td>
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<td>$35,000.00</td>
<td>100.00%</td>
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<td>$3,500.00</td>
</tr>
</tbody>
</table>

**SUB TOTAL FROM PRIOR PAGE**

- **$883,242.00**
- **($264,968.73)**

**CHANGE ORDER 1**

- **$883,242.00**
- **($264,968.73)**

**GRAND TOTALS**

- **$1,233,298.27**
- **$1,233,298.27**
- **$0.00**
- **$0.00**
- **$1,233,298.27**
- **$0.00**
- **$0.00**

**100%**

**$0.00**

**$33,329.83**
CULBERTSON COMPANY OF VA, LLC

PARTIAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS:

The undersigned has been employed by The Greens of Leisure World II Condominium Unit Owners Association, to furnish labor and materials work under a contract dated February 11, 2014 for the Facade Repairs-Building 4 at the premises described as Greens II Building 4 in the city of Silver Spring, in the State/Province of the Maryland

The undersigned, for and in consideration of the sum of $90,000.00 (current payment due) lawful money of the United States of America, to the undersigned in hand paid, the receipt of which is hereby acknowledged, does hereby waive, release, remise, and relinquish the undersigned’s right to claim, demand, impress or impose a lien or liens in the sum of $1,199,968.44 (billings and payments to date) for labor and materials furnished on the aforementioned property.

This is a Partial Waiver and Partial Release of Lien by the undersigned for all labor and materials furnished by the undersigned up to the date and amount mentioned.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this 5th day of December 2016.

Culbertson Company of VA, LLC

Signature of Officer

Secretary/Treasurer

Title of Officer

STATE OF Virginia

COUNTY OF Prince William

The foregoing instrument was acknowledged before me this 5th day of December 2016, by Molly Barnette as Secretary/Treasurer of Culbertson Company of VA, LLC. He/She is personally known to me and has appeared before me in said jurisdiction.

NOTARY PUBLIC

Sign: [Signature]

Date: December 5, 2016
Change Order

PROJECT (Name and address):
The Greens at Leisure World II
Condominium
15100 (Bldg. 4) and 15115 (Bldg. 3)
Interlachen Drive
Silver Spring, Maryland 20906

TO CONTRACTOR (Name and address):
ACM Service, Inc.
12022 Parklawn Drive
Rockville, Maryland 20852

ARCHITECT'S PROJECT NUMBER: M3-22321
ARCHITECT: M3-22321
DATE: January 4, 2017
CONTRACT DATE: February 26, 2016
OWNER: X
ARCHITECT: x
CONTRACT FOR: Mold Remediation Phase I and II
FIELD: []
OTHER: []

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
The Contract Sum has been modified to reflect the following additions/deletions to the Contract Scope of Work:

1. Additional cost to block/skim the existing tape joist along the corridor walls in Building 4 storage room ($4,820.00). See attached email correspondence.
2. Deduct (credit) for allowance to clean personal belongings (Line Item 19C) (< $18,243.25>.
3. Deduct (credit) for off-site storage fees and equipment rental fees associated with additional foundation drainage repairs in the Building 4 storage room (Line Item 24) (< $10,040.00>.

The original Contract Sum was $619,590.00
The net change by previously authorized Change Orders $444,930.00
The Contract Sum prior to this Change Order was $1,064,520.00
The Contract Sum will be decreased by this Change Order in the amount of $23,463.25
The new Contract Sum including this Change Order will be $1,041,056.75

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is TBD

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Engineering and Technical Consultants, Inc.
ARCHITECT (Firm name)
8930 Old Annapolis Road, Suite G,
Columbia, Maryland 21045
ADDRESS

ACM Services, Inc.
CONTRACTOR (Firm name)
12022 Parklawn Drive,
Rockville, Maryland 20852
ADDRESS

The Greens at Leisure World II
Condominium Unit Owners Association
OWNER (Firm name)
15100 Interlachen Drive, Suite 116,
Silver Spring, Maryland 20906
ADDRESS

(By Signature)

(By Signature)

(By Signature)

(By Signature)

(Date)

(Date)

(Date)
Change Order

PROJECT (Name and address):
The Greens at Leisure World II
Condominium
15100 (Bldg. 4) and 15115 (Bldg. 3)
Interlachen Drive
Silver Spring, Maryland 20906

Owner: ☑
Architect: ☑
Contractor: ☑
Field: ☐
Other: ☐

TO CONTRACTOR (Name and address):
Consolidated Waterproofing Services, LLC.
10732 Hanna Street,
Beltsville, Maryland 20705

Architect's Project Number: M3-2232G
Contract Date: June 7, 2016
Contract for: Garage and Foundation Repairs - Phase I and II

Change Order Number: 004
Date: January 5, 2017

The contract is changed as follows:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The Contract Sum has been modified to reconcile the additions/deletions to the Contract Scope of Work. Attached is a breakdown of the Scope changes.

The original Contract Sum was $173,319.00
The net change by previously authorized Change Orders $230,859.69
The Contract Sum prior to this Change Order was $404,178.69
The Contract Sum will be decreased by this Change Order in the amount of $29,254.40
The new Contract Sum including this Change Order will be $374,924.29

The Contract Time will be increased by zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is TBD

Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

Not Valid Until Signed by the Architect, Contractor and Owner.

Engineering and Technical Consultants, Inc.
Architect (Firm name)
8930 Old Annapolis Road, Suite G,
Columbia, Maryland 21045
Address
By (Signature)
(Type name)
Date

Consolidated Waterproofing Services, LLC.
Contractor (Firm name)
10732 Hanna Street,
Beltsville, Maryland 20705
Address
By (Signature)
(Type name)
Date

The Greens at Leisure World II
Condominium Unit Owners Association
Owner (Firm name)
15100 Interlachen Drive, Suite 116,
Silver Spring, Maryland 20906
Address
By (Signature)
(Type name)
Date
ATTACHMENT ‘A’ FOR CHANGE ORDER NO. 004
Greens II at Leisure World
Garage and Foundation Drainage Repairs
15100 (Building 4) and 15115 (Building 3) North Leisure World Boulevard
Silver Spring, Maryland 20906
ETC Project M3-2232G
Date: January 5, 2017

A. ADD ITEMS – BUILDING 4:

1. Rout and seal new cracks (Line Item 3)
   (100.8 L.F. x $2.00/L.F.) .......................................................... $ 201.60

2. Rout and seal existing cracks (Line Item 4)
   (225.36 L.F. x $2.50/L.F.) .......................................................... $ 563.40

3. R&R Expansion Joints (Line Item 5)
   (4 L.F. x $4.80/L.F.) .......................................................... $ 19.20

4. 3" Deep Vertical Repair (Line Item 6)
   (15 S.F. x $80.00/S.F.) .......................................................... $ 1,200.00

5. Overhead Repair (Line Item 8)
   (6 S.F. x $95.00/S.F.) .......................................................... $ 570.00

6. SOG Repairs (Line Item 10)
   (4 S.F. x $25.00/S.F.) .......................................................... $ 100.00

7. Check Valve Removal in Mech. Room
   (see attached email correspondence) ........................................... $ 3,500.00

SUB-TOTAL FOR ADDITIONAL COSTS – BLDG. 4 ....................... $ 6,154.20

B. ADD ITEMS – BUILDING 3:

1. Rout and seal old cracks (Line Item 4)
   (1,108 L.F. x $2.50/L.F.) ......................................................... $ 2,770.00

2. R&R Expansion Joints (Line Item 5)
   (368 L.F. x $4.80/L.F.) ......................................................... $ 1,766.40

SUB-TOTAL FOR ADDITIONAL COSTS – BLDG. 3 ....................... $ 4,536.40
C. DEDUCTS (CREDITS) – BUILDING 4:

1. 6” Deep Column Repair (Line Item 7)  
   (4 S.F. x $95.00/S.F.) ........................................... <$ 380.00>

2. PD Horizontal Repair Elev. Slab (Line Item 9)  
   (56.25 S.F. x $28.00/S.F.) ........................................... <$ 1,575.00>

3. Hydro-jet Floor Drains (Line Item 11)  
   (22 Drains x $250.00/Ea.) ........................................... <$ 5,500.00>

4. Chemically Inject Wall Cracks (Line Item 13)  
   (240 L.F. x $35.00/L.F.) ........................................... <$ 8,400.00>

5. Restore all grass (seed and straw) at laydown area .................. <$ 840.00>

SUB-TOTAL FOR DEDUCTS (CREDITS) – BLDG. 4........<$ 16,695.00>

D. DEDUCTS (CREDITS) – BUILDING 3:

1. Rout and seal new cracks (Line Item 3)  
   (5 L.F. x $2.00/L.F.) ........................................... <$ 10.00>

2. 3” Deep Vertical Repair (Line Item 6)  
   (10 S.F. x $80.00/S.F.) ........................................... <$ 800.00>

3. 6” Deep Column Repair (Line Item 7)  
   (6 S.F. x $95.00/S.F.) ........................................... <$ 570.00>

4. PD Horizontal Repair Elev. Slab (Line Item 9)  
   (91 S.F. x $28.00/S.F.) ........................................... <$ 2,548.00>

5. SOG Repairs (Line Item 10)  
   (14 S.F. x $25.00/S.F.) ........................................... <$ 350.00>

6. Hydro-jet Floor Drains (Line Item 11)  
   (22 Drains x $250.00/Ea.) ........................................... <$ 5,500.00>

7. Chemically Inject Wall Cracks (Line Item 13)  
   (205 L.F. x $35.00/L.F.) ........................................... <$ 7,175.00>

8. Electrical Repairs (see attached Dynaelectric Invoices)......... <$ 6,297.00>

SUB-TOTAL FOR DEDUCTS (CREDITS) – BLDG. 3........<$ 23,250.00>

CHANGE ORDER NO. 004 TOTAL (DEDUCT) ..................<$ 29,254.40>
We are pleased to provide the services described below. The purpose of this sheet is to obtain your authorization for the work verbally requested and confirm the terms under which these services are provided as shown below.

Compensation for services rendered will be based on the attached fee schedules (or as indicated) which are a part of this work authorization and the General Conditions. If we are required to modify the scope of work at your request or determine during the execution of the work that a modification of scope is required, we will promptly seek a mutually agreeable revision of the scope of work and associated fees. All testing will be performed in accordance with the applicable specifications unless otherwise noted and test results apply only to the materials actually tested.

**PROJECT NAME AND JOB NO:** The Greens II at Leisure World - Garage Repairs (M3-2232G)

**PROJECT LOCATION:** 15100 and 15115 Interlachen Drive, Silver Spring, Maryland 20906

**FOR PAYMENT OF CHARGES:** Charge Invoice to the Account of:

- **Firm:** Greens II at Leisure World  
  **Attention:** Mrs. Lynn House  
- **Street Address:** 15100 Interlachen Drive, Suite 116  
- **City, State:** Silver Spring, Maryland  
  **Zip Code:** 20906

**WORK AUTHORIZED BY:**

(Please Print Name and Title)

(Signature)  (Date)

**FOR APPROVAL OF CHARGES:** (If different from above): Send Invoice to:

- **Firm:**  
  **Attention:**  
- **Street Address:**  
- **City, State:**  
  **Zip Code:**

**Payment Terms** - Payment is due upon receipt of our invoice. If payment is not received within thirty days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month or the maximum allowed by law, whichever is the lesser rate. In the event Client requests termination of the work prior to completion, Client agrees to pay all charges to date and, at our discretion, a termination charge in an amount not to exceed thirty percent of all charges incurred through the date work is stopped plus any shutdown costs. Client agrees to pay all reasonable legal fees, court costs and collection charges (a minimum of $200.00) associated with the collection of past due accounts.

**SCOPE OF WORK AUTHORIZED** (Inspection, Testing and/or Reports):

Professional Engineering and Consulting Services, outside the scope of the Building 3 and 4 Garage/Foundation Repair Project, as requested by Management and/or the Board of Directors. We are requesting that the Board approve a total budget increase of $38,715.00 for additional services previously invoiced (see attached summary) and for additional CO&G services necessary to complete the Garage and Foundation Repair Project.

**PREPARED BY:** Luke Valentine, P.E.  
**DATE:** 12/12/2016

ENGINEERING AND TECHNICAL CONSULTANTS, INC.

**Corporate Office:** 46040 Center Oak Plaza, Suite 100; Sterling, VA 20166; 703-450-6220; 703-444-2285, Fax  
**Maryland Office:** 8930 Old Annapolis Road, Suite G; Columbia, MD 21045; 410-740-2233; 410-740-9409, Fax

1/6/2010
The Greens II at Leisure World - Garage Repairs  
ETC Construction Observation & Administrations Invoice Summary  
Date: December 12, 2016

<table>
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<th>Invoice #</th>
<th>Job No.</th>
<th>Invoice Month</th>
<th>Payments</th>
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<td>M3-2232G</td>
<td>March-16</td>
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<td>16-29155</td>
<td>M3-2232G</td>
<td>April-16</td>
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<td>M3-2232G</td>
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<td>November-16</td>
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<td>M3-2232G</td>
<td>December-16</td>
<td>$7,898.00</td>
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Total Invoiced to Date (as of December 12, 2016) $73,879.59

Original CO&A Budget (General Resolution #16-10 02/03/16) $37,285.00
Additional Budget (General Resolution #16-63 05/25/16) $10,000.00
Subtotal $47,285.00

Summary of Fees to Date

<table>
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<tr>
<th>ETC Budget (Original plus Previously Approved Increases)</th>
<th>Projected to Project Completion</th>
<th>Requested Budget Increase</th>
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<tbody>
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<td>$47,285.00</td>
<td>$86,000.00</td>
<td>$38,715.00</td>
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</table>

See attached sheet for summary of additional services.
1. Building 4 Foundation Drainage Repairs
   a. Discussions with Management and Contractor regarding Building 4 foundation
      drainage issues and remediation options;
   b. Site visits on June 8 and 28, 2016 to perform water testing of existing foundation
      drainage system;
   c. Issuance of scope of work for removal of check valve located in the Building 4
      basement level mechanical room and solicitation of pricing from Contractor for
      check valve removal;
   d. Site visit on June 23, 2016 to inspect the removed check valve;
   e. Preparation of the repair scope of work related to the Building 4 foundation
      drainage repairs and issuance of the Bid Form dated July 1, 2016 and Revised
      Bid Form dated July 11, 2016;
   f. Solicitation of pricing from Contractor; and
   g. On-site inspections of additional repair work related to the new Building 4
      foundation drainage system and issuance of field reports.

2. Building 3 Foundation Drainage Repairs
   a. Discussions with Management regarding potential Building 3 foundation
      drainage issues including various site visits to visually inspect basement level
      storage rooms and locate cleanouts along exterior of building.

3. Storage Room #53 and Unit 4-104 Terrace
   a. Discussions with Management and Contractor regarding water infiltration issues
      and possible remediation options including various site visits to visually inspect
      basement level storage room; and
   b. Preparation of the repair scope of work and solicitation of pricing from Contractor.

4. Building 3 Upper Level Storage Room
   a. Discussions with Management and Contractor regarding additional repairs
      required at the Building 3 upper level storage room and corridor at the north
      end of the building;
   b. Preparation of the repair scope of work and issuance of repair details (RSK-1
      and RSK-2) dated June 29, 2016;
   c. Solicitation of pricing from Contractor for additional Building 3 repairs
      including site visit on July 8, 2016 to review scope of work; and
   d. On-site inspections of additional repair work at Building 3 upper level storage
      room and corridor and issuance of field reports.
## ETC Fee Schedule

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Description</th>
<th>UNIT FEE</th>
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<tbody>
<tr>
<td>P-1</td>
<td>STAFF ENGINEER, ASSISTANT PROJECT MANAGER, OR BUILDING CONSULTANT, per hour</td>
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<td>P-2</td>
<td>PROJECT MANAGER, PROJECT ENGINEER, RESERVES SPECIALIST OR PROJECT CONSULTANT, per hour</td>
<td>$160.00</td>
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<td>REGISTERED ENGINEER, SENIOR PROJECT MANAGER OR SENIOR CONSULTANT, per hour</td>
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<td>PRINCIPAL, SENIOR REGISTERED ENGINEER, REGISTERED ARCHITECT, SENIOR RESERVES SPECIALIST OR REGISTERED CONSULTANT, per hour</td>
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<td>CHIEF ENGINEER OR SENIOR STRUCTURAL CONSULTANT, per hour</td>
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<td>P-6</td>
<td>COMPANY PRESIDENT, per hour</td>
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<tr>
<td>P-7</td>
<td>REGISTERED ROOF OBSERVER OR CERTIFIED EIPS INSPECTOR, per hour</td>
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<tr>
<td>P-8</td>
<td>SENIOR PROJECT INSPECTOR, per hour</td>
<td>$110.00</td>
</tr>
<tr>
<td>P-9</td>
<td>PROJECT INSPECTOR, INTERN ENGINEER or DRAFTSMAN, per hour</td>
<td>$90.00</td>
</tr>
<tr>
<td>P-10</td>
<td>SECRETARIAL SERVICES, per hour</td>
<td>$55.00</td>
</tr>
<tr>
<td>P-11</td>
<td>SPECIAL ASSIGNMENTS (such as advanced research, experimentation, litigation support, testimony, aerial or underwater inspections, etc.), per hour (minimum)</td>
<td>$350.00</td>
</tr>
<tr>
<td>R-1</td>
<td>TRANSPORTATION AND OUT-OF-TOWN SUBSISTENCE, expenses of our staff will be billed at our direct cost divided by 0.8</td>
<td></td>
</tr>
<tr>
<td>R-2</td>
<td>MILEAGE, for personal or company vehicles, per mile</td>
<td>$0.80</td>
</tr>
<tr>
<td>R-3</td>
<td>LONG DISTANCE TELEPHONE CALLS, TELEGRAMS, SPECIAL PERMITS, SHIPPING CHARGES, PRINTINGS, OUT OF OFFICE REPRODUCTION, SPECIALTY PHOTOGRAPHIC EXPENSES, or items not customarily provided will be billed at our direct cost divided by 0.8</td>
<td></td>
</tr>
<tr>
<td>R-4</td>
<td>SUBCONTRACTORS, retained for sampling, staging, laboratory analysis, etc. will be billed at our direct cost divided by 0.8</td>
<td></td>
</tr>
<tr>
<td>R-5</td>
<td>Copy, Print or Scan building plans (per square foot)</td>
<td>$0.50</td>
</tr>
<tr>
<td></td>
<td>Minimum Charge</td>
<td>$10.00</td>
</tr>
<tr>
<td>E-1</td>
<td>INFRARED CAMERA OR GROUND PENETRATING RADAR (GPR) RENTAL</td>
<td></td>
</tr>
<tr>
<td></td>
<td>half day (minimum)</td>
<td>$500.00</td>
</tr>
<tr>
<td></td>
<td>full day</td>
<td>$750.00</td>
</tr>
<tr>
<td>E-2</td>
<td>BOROSCOPE RENTAL, per day</td>
<td>$400.00</td>
</tr>
</tbody>
</table>

02/11/2016
GENERAL CONDITIONS

A. INSURANCE - We maintain Workers' Compensation and Employer's Liability Insurance in accordance with state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury limits of $300,000 - $500,000 and property damage limits of $100,000. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that fifteen days written notice be given prior to cancellation. Cost of this coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, we will endeavor to obtain the requested insurance and charge separately for costs associated with the additional coverage or increased limits. Within the limits and conditions of such insurance, we agree to indemnify and save the Client harmless from and against any loss, damage, or liability arising from any negligent acts by the firm, its agents, staff and consultants employed by it. The Client agrees that we shall not be responsible for any loss, damage, or liability beyond the amounts, limits and conditions of such insurance. We will only be responsible for issues that are the sole responsibility of our firm and we shall not be responsible for any loss, damage, or liability arising from any acts by the Client, its agents, staff, and other consultants employed by it.

B. WARRANTY AND LIMITATION OF LIABILITY - We warrant that we will perform services under this contract using that degree of skill and care ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED by our proposal for consulting services, our performance of the services, or by our furnishing oral or written reports. In addition, we will base our opinions and recommendations on our engineering judgement and are not responsible for latent defects that may appear in the future or for differing opinions of others.

1. Client agrees that our liability for any damage caused by any error, omission, or other professional negligence will be limited to a sum not to exceed $20,000 or our fee, whichever is greater. If Client wishes our professional liability to exceed this sum, we agree to waive this limitation upon receiving Client's written request and written agreement to pay additional consideration in sufficient amount to buy insurance sufficient to cover our increased risk. The increased liability ceiling will be effective only when such insurance is obtained and Client has paid the required additional consideration.

2. Client agrees to indemnify, defend, and hold us harmless from and against all past and future claims (including negligence claims), losses, damages, injuries, liabilities, and contract breaches asserted against us by any or all owners of buildings or units within buildings, and their tenants, families, guests, occupants, heirs, assigns, and all others, upon which building we perform services for Client.

3. Client agrees that other than for willful misconduct, the sole recourse for actions by our employees is against our firm.

C. RIGHT-OF-ENTRY - Unless otherwise agreed, Client will furnish right-of-entry on the property for us to perform the planned services. We will take reasonable precautions to minimize damage caused by our equipment and personnel, but we have not included in our fee the cost of restoration or damage which may result from our operations and we will not be responsible for the cost of restoration or damage.

D. SAMPLING OR TESTING LOCATION - The unit fees included in this proposal do not include costs associated with surveying of the site or the accurate horizontal and vertical locations of tests. Field test locations described in our report or shown on our sketches are based on specific information furnished to us by others or estimates made in the field by our personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise specifically stated.

E. SAMPLE DISPOSAL AGREEMENT - Unless otherwise requested, the test specimens or samples will be disposed of immediately upon completion of tests. Upon written request, we will agree to retain test specimens or samples for a mutually acceptable storage charge.

F. DAMAGE TO EXISTING MAN-MADE OBJECTS - It shall be the responsibility of the Client or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects, relative to field tests. Our field personnel are trained to recognize clearly identifiable stakes or markings in the field, and without special written instructions, to initiate field-testing and/or sampling within a few feet of each designated location. If we are cautioned, advised or given data in writing that reveal the presence or potential presence of obstructions, such as utilities, we will give special instructions to our field personnel. As evidenced by your acceptance of this proposal, you agree to indemnify and save us harmless from all claims, suits, losses, personal injuries, death and property liability resulting from unusual conditions or damages to structures (including utilities), owned by you or third parties, occurring in the performance of the proposed work, whose presence and exact locations were not revealed to us in writing, and to reimburse us for expenses in connection with any such claims or suits, including reasonable attorney's fees.
G. CHANGED CONDITIONS - The outlined scope of services will be accomplished in a timely workmanlike and professional manner by our employees at the fees quoted. If, during the execution of the work, the scope of our work must be changed, such as due to requests by the Client or requirements of third parties, additional charges will be applicable and the Client agrees to pay such charges.

H. HIDDEN CONDITIONS - Investigations and designs for existing buildings require that certain assumptions be made regarding existing conditions. It is cost prohibitive to identify, define and/or detail all existing construction conditions. Therefore, modifications may be required to reports, designs, details, etc. based on hidden conditions that are exposed and/or revealed. These modifications may require additional fees and/or costs for which the Client alone will be responsible.

I. OWNERSHIP OF DOCUMENTS - All documents, including, but not limited to, drawings, specifications, reports, field notes, laboratory test data, calculations and estimates, prepared by us, pursuant to this Agreement, shall be our sole property. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatever. Client further agrees that under no circumstances shall any documents produced by us, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without our written permission. We will retain all pertinent records relating to the services performed for a period of five (5) years following development, during which period the records will be made available to the Client at all reasonable times for a mutually agreed upon fee.

J. REMEDIAL COSTS - The remedial fees provided as a result of our services represent our opinions of current anticipated costs. These represent only rough approximations to be used only for preliminary planning. Accurate cost figures can only be obtained by qualified contractors based on properly prepared plans and/or specifications.

K. REPORTS - Unless agreed otherwise, one (1) hard copy and one (1) electronic copy of our reports, including drawings, sketches, specifications, etc., will be sent to the Client. Additional copies and/or distribution can be arranged for a nominal charge.

L. SAFETY - Should our services include periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's performance conducted by us is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

M. OVERTIME - All work performed at Client's request or approval over eight (8) hours per day, at night (5PM to 6AM), or on Saturdays, Sundays and/or Holidays will be charged at standard rate times 1.5.

N. SCHEDULING - We will provide personnel for this project at the request of your representatives. We require 24 hours notice prior to providing on-call personnel to enable us to schedule the work efficiently.

O. ASSIGNMENTS - Both parties agree not to delegate, assign, or transfer their duties or interests in this Agreement without the prior written consent from the other party. Both parties agree to designate one individual to manage this project and all communications, requests, etc. will be made solely through these designated individuals.

P. CONSTRUCTION ADMINISTRATION - Client agrees that we will not be expected to make exhaustive or continuous on-site inspections, but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that we will not assume responsibility for the contracting means, methods, techniques, supervision, sequences or procedures of construction. It is understood that field services provided by us will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications, and we will not be responsible for the Contractor's failure to perform work in accordance with the requirements of the contract documents. The words "supervision", "inspection", or "control" are used to mean periodic observation of the work to help verify substantial compliance with the plans, specifications and design concepts. If we are not retained to perform periodic observations or monitoring services during construction, the Client agrees to indemnify and save us harmless from and against all loss, damage, or liability as a result of problems or misinterpretations of our reports, recommendations, specifications or other documents.
Q. CONTACT - Unless Client provides us with written instructions to the contrary, the person designated in the authorization as being responsible for approval of our invoices will be the Client’s official contact (representative) for our staff. To help avoid confusion, all direction, communication and information regarding our services shall be provided by and/or through this individual only. This designated representative (Client contact) shall be deemed to have the authority to bind the Client.

R. TERMINATION - This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this Agreement, Client agrees that we may complete such analyses and records as are necessary to complete our files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs in completing such analyses, records and reports.

1. If we do not receive written acceptance of this proposal within ninety (90) calendar days from the date of issuance, we reserve the right, at our sole discretion, to extend, cancel or modify any, or all, terms and/or conditions. Prior to our starting work, all needed changes/modifications will be reviewed with Client and are subject to Client’s final acceptance.

S. INVOICES - For field personnel, services performed will be invoiced as follows: Portal-to-portal, a minimum of four (4) hours (half day) and a minimum of eight (8) hours (full day), if time exceeds four (4) hours.

T. PAYMENT TERMS - Payment is due upon receipt of our invoice. If payment is not received within thirty days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month or the maximum allowed by law, whichever is the lesser rate. In the event Client requests termination of the work prior to completion, Client agrees to pay all charges to date and, at our discretion, a termination charge in an amount not to exceed thirty percent of all charges incurred through the date work is stopped plus any shutdown costs. Client agrees to pay all reasonable legal fees, court costs and collection charges (a minimum of $200.00) associated with the collection of past due accounts.

U. GOVERNING LAWS - Unless noted otherwise by the Client in the Special Instructions section of this Agreement, the validity, enforceability and interpretation of this Agreement shall be determined and governed by the laws of the Commonwealth of Virginia. All parties consent to personal jurisdiction and venue in the courts of the Commonwealth of Virginia or in any federal court located in Virginia if any suit is brought under the terms of or relating to this Agreement.

V. MEDIATION – Prior to taking any legal action, any and all conflicts regarding this Agreement shall first be submitted to non-binding mediation, under the rules of the American Arbitration Association in effect at the time of the claim, unless mutually agreed otherwise. Costs for mediation shall be equally split between the parties involved.

W. ADDITIONAL SERVICES - Any additional or continued services provided will be subject to the same terms and conditions as detailed in our proposal and these General Conditions.

X. NO WAIVER – Failure of either party at any time to require performance by the other party of any provision hereof will in no way affect the full right to require such performance at any time thereafter, nor will the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach of the same or any other provision.

Y. SEVERABILITY – If any provision of these General Conditions is deemed to be invalid or unforeseeable under applicable law, these General Conditions will be considered divisible as to such provision and such provision will thereafter be inoperative, provided however, the remaining provisions of these General Conditions will be valid and binding.

Z. CLIENT PROVIDED INFORMATION – Client agrees to provide copies of all available building plans, past studies/reports, maintenance/repair records, etc. applicable to the services we provide and that we have the right to rely on this information in the performance of our services.