

Engineering Proposal & Terms of Engagement

Project Information

Date of Assignment: May 29, 2024
Project Name/Reference: Star Point
Project Address: 8701 South Huron Street, Thornton, Colorado 80260
Client Name: Star Point Condominium Assoc., Inc.
Client Company: Star Point Condominium Assoc., Inc.
Client Email: support@accuinc.com

Scope of Project

- ☒ Inspect the Property
- ☐ Provide Verbal Findings
- ☒ Provide Engineering Report
- ☒ Provide Engineering Plans
- ☐ Perform Fire Origin and Cause Investigation
- ☐ Collect Evidence
- ☒ Other: Topographic Survey, Construction Administration

Fees

- ☐ Time and Material
- ☒ Estimated Fee **\$13,500**
- ☐ Flat Rate

Project Description

Thank you for contacting Knott Laboratory. Upon acceptance, we will assign a team member to serve as manager on your project.

Knott Laboratory, LLC (Knott) understands that the Community desires to replace three (3) existing timber retaining walls between parking areas and the buildings. The Client is seeking professional engineering services to provide repair plans. Knott is proposing the following:

Site Assessment & Topographic Survey (±\$3,200)

Knott will conduct a detailed onsite investigation to observe the current conditions of the existing timber retaining walls and the surrounding grading and drainage patterns. Knott will document the findings made during the site assessment to incorporate recommendations for repairs. Knott will also conduct a topographic survey of the retaining walls and immediately adjacent areas. The site survey will identify the exact locations and elevations of the retaining walls and surrounding site. Knott will use the survey as basis for civil design.

Civil Construction Documents (±\$7,800)

Knott will prepare engineered plans for site reconstruction to replace the existing timber retaining walls. Knott can design alternative types and materials for the proposed retaining walls of the Client's choice; however, cost for different options may vary. The Construction Plan Set will consist of a site plan, grading plan, calculations, and necessary details. Knott will

provide the complete engineered plan set to the Client for construction purposes and for submittal to the local building authority to obtain any required permits.

Construction Administration (±\$2,500)

Knott can conduct one additional site visit for construction observations to ensure that construction operations are meeting the intention of the designed construction plans. Knott can then provide a letter of compliance if required by the Jurisdictional Authority.

Assumptions

The proposed scope is specifically limited to the on-site area immediately containing only the existing three retaining walls, as the design for additional wall replacements would be extra. This proposal assumes that the Client will provide a relevant geotechnical study/report prepared by a licensed geotechnical engineer or geologist to provide necessary soil parameters for retaining wall designs. The proposed scope assumes that any drainage report and/or calculations will not be required for this project. This proposal does not include any utility locates, mapping, design, or potholing services. Such services can be provided at an additional time and materials basis, if deemed necessary by the permitting agency and/or the Client.

This scope and proposed estimate are based upon the information currently available to us. Should additional information be obtained that would impact this scope or our estimated fee, you will be notified and informed of the budget impact before work beyond this scope is performed.

Exclusions

Additional services such as architectural, mechanical, electrical, and/or plumbing considerations are not included in the estimated budget. Knott may require the assistance of additional consultants to complete these services whose fees are unknown at this time. Engineered Plans provided will be intended for the initial submittal to the building department; however, due to the variable requirements of the local building departments, additional work pertaining to construction permitting will be billed at an hourly rate. Before or after construction has begun, Knott may be contacted to conduct additional Construction Administration services such as to assess additional damage not visible during the initial inspection, provide product/material substitutions, or conduct on-site compliance observations. The estimated fees for the Construction Administration services will be billed on a time and material basis, as applicable. If Knott determines that additional repair drawings will exceed these estimates, the Client will be immediately notified, and additional expenses shall not be incurred without the Client's prior authorization.

Knott has attempted to anticipate all relevant variables; however, unforeseen issues and Client requests occasionally arise as construction progresses. In addition, the estimate for engineered plans (if applicable) does not anticipate large-scale repairs. If these are discovered Knott may be required to revise the estimate to complete the repair drawings. If any of these issues occur, the Client will be immediately notified, and additional expenses shall not be incurred without the Client's prior authorization.

Branch Offices: • CO-Denver, Colorado Springs, Fort Collins, Grand Junction, Durango
• AZ-Phoenix • GA-Atlanta • TX-Dallas, Fort Worth

Project Start

Knott is available to begin the scope of work within 15 business days of receiving the client's acceptance of this proposal. The actual start date is subject to coordination with ongoing work, weather, and the availability of the site and the ever-changing economic conditions. This proposal is valid for 30 days but may need to be modified if not signed within this window. If any of the above is objectionable, please contact us immediately to discuss the terms. If the terms are acceptable, please acknowledge such by signing this document and returning it to Knott Laboratory, LLC.

Invoice To:

It is our understanding that we will be billing you directly and you will be financially responsible for our invoice in accordance with the terms below.

Star Point C/O

invoices@accuinc.com

ACCU, Inc

(303) 733-1121

Responsible Parties

KNOTT LABORATORY, LLC

CLIENT

Name: Zachary Henrichs, M.S., PE

Name: Will Machemer

Signature: _____

Signature: Will Machemer

Date: _____

Date: May 29, 2024

Fees

The principal basis for computing our fees will be the amount of time spent on the matter by the forensic engineers and animators involved, multiplied by their individual hourly billing rates. Currently, I anticipate being the principal engineer responsible for this matter. During this engagement, assistance may also be provided by other engineers or animators in the Company.

Estimates

Any estimate of fees and costs that we may have discussed is only an estimate and not an agreement to a fixed or maximum fee unless stated otherwise. It is also expressly understood that payment of the Company's fees and costs is not contingent on the outcome of the matter.

Payment of Invoices

You will be billed for fees and costs on a semi-monthly basis. Payment is due upon receipt of the invoice unless other arrangements are made in writing. If any invoice remains unpaid for more than 30 days, we may suspend performing services until satisfactory arrangements have been made for payment of outstanding statements and future fees and expenses. A delinquency charge of 2 percent (2%) per month (24% per annum) may be assessed on unpaid balances outstanding over 30 days from invoice date. In the event we are asked to testify at a deposition, trial, arbitration, or other adversary proceeding in this matter, you agree to pay all outstanding invoices in full prior to such testimony.

Thank you for choosing Knott Laboratory, we look forward to serving you!

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Knott Laboratory Proposal-Star Point-5-29-24

Final Audit Report

2024-05-29

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