

## **FAIRLINGTON GLEN COUNCIL OF CO-OWNERS**

**March 8, 2022 Board Minutes**

**Online via ZOOM**

**ATTENDEES:** Charlie Robbins (President), Jeremy Wiedemann (Vice President), Maynard Dixon (Treasurer), Susan Hunchar (Secretary), Candace Lewis (Cardinal Management), Amy Steliga (On-Site Manager).

**CALL TO ORDER:** The meeting was called to order at 6:30 p.m. by the President via Zoom.

**RESIDENTS' FORUM:** Lori Derkay (Ct. 12 Rep and Pool Committee Co-Chair), Angela Donatelli (Ct.6 and Landscape Committee), Chris Bell (Ct.8 Rep), Mike Wells (Ct. 7 and Court Rep Chair); Jay Yianilos, Editor, The Glen Echo

Chris Bell: Chris re-addressed the tree situation behind Ct 8 along King St. If trees are not the solution, he would suggest alternatives such as a stretch of tall wood fence. The President noted that the Glen continues to pursue the solution to the problem currently reaching out to County and State Forestry agents for expert advice since the response with commercial entities has not panned out. The President noted that residents will continue to be advised. Chris would like to inform other residents and if there have not been any changes, is there a timeframe by which these other suggested solutions will be approached? The President replied that if not solved between this spring and summer, there will have to be other solutions considered.

Jay Yianilos: Jay asked if the Red Reflector Club is being continued by the Landscape Committee and if it is, he would like to include it in the April The Glen Echo. The Secretary responded that it is a point of discussion for the next Landscape Committee meeting at the end of March. He also noted that he usually includes something about our landscape contractor and asked if there is a profile available to use in the newsletter. The On-Sight Manager will send the current Professional Grounds chart to him.

**BOARD MEETING MINUTES: 03.08.2022.01 MOTION.** Moved to approve the minutes of the February 8, 2022 Board meeting as presented in the Management Report. Motion passed unanimously.

### **BOARD MEMBERS' REPORTS:**

**President:** The President noted the challenging year continues. The Coronavirus Disease (COVID-19) continues to present challenges and he asked that residents continue to assist

neighbors as often as possible. He announced that Board Secretary, Susan Hunchar, has agreed to be the Board liaison to the Landscape Committee. She will coordinate and provide information to and from the Board, the Committee and our community. The President will be backup if Susan has to travel, etc. Another challenge has been the economy. The conflict in Ukraine will affect all of us in Fairlington Glen; an example is the quick increase in gas prices, groceries and any other purchases. The Board is aware and will do the best it can without it being a financial problem for owners and additional work for the Treasurer. He reported that the Glen's portion of the Photinia hedge along Quaker Lane will be inspected for infection due to the discovery of infection in the Meadow's section of the hedge in 2021. If the infection cannot be cured by certain measures, we might have to remove our section and replant something else with the County's assistance. The On-Site Manager is working with the County and others to follow through on the possibilities. Also, we are not ignoring the King St. hedge and will be pursuing that as we can.

**Vice-President:** Spring means a lot of outside work around the Glen. Soft-washing, painting, and brick work are among forthcoming projects. He noted that having the On-Site Manager, Amy Steliga, onsite daily helps with coordinating all the work. The County has done a lot of major tree work that resulted in removal of some large street trees that may have been or may become problems. He suggested that residents notify Amy if they see anything that might be dangerous since she coordinates with the County to get problems addressed as soon as possible.

**Treasurer: 03.08.2022.02 MOTION.** Moved to ratify the email vote which unanimously approved the brick work list in Exhibit E of the Management Report, subject to any additions communicated to Restoration Engineering, Inc. (REI) by Board Secretary Susan Hunchar within 7 days. Motion passed unanimously. See Attachment

**03.08.2022.03 MOTION.** Moved to ratify the earlier unanimous email vote approving the Restoration Engineering, Inc. (REI) drainage investigation pertaining to Courts 1, 7, and 9, as presented in REI's letter dated March 4, 2022, at a bid price of \$9,600. The Treasurer asked that the document be attached to the minutes in order to show a document trail. Motion passed unanimously.

The Treasurer noted to the Management Agent that an accounting problem related to the On-Site Manager's group insurance 71070 does not belong to the Glen.

**Secretary: 03.08.2022.04 MOTION.** Moved to ratify the earlier unanimous email vote that concerned spending over the current 2022 budget item Uniforms for Staff to be extended to \$553.00 instead of \$367.00. Motion passed unanimously.

Due to an unforeseen increase in the previously-approved proposal price for the tot lot gravel (02.08.2022.02 MOTION), the On-Site Manager provided three updated proposals to the Board for re-vote. **03.08.2022.05 MOTION.** Moved to ratify the earlier unanimous email vote to accept the All Recreation of Va. proposal of \$5400.00 instead of the Professional Grounds, Inc. of \$10,058.27. Motion passed unanimously.

**At-Large Member:** The At-Large Member was not present.

## **COMMITTEE REPORTS**

### Pool Committee

The Co-Chair reported that the first Committee meeting for planning the new season will be March 23. They will review all policies/procedures and make changes where needed and will have them put into the Glen Handbook.

**03.08.22.06 MOTION.** The President moved to approve the purchase of a pool chair lift from Atlantic Pools, Inc. for \$8600.00 plus shipping. Motion passed unanimously. The Management Agent asked about the pool hours list and the Co-Chair will review it for this year. The President asked about the lifeguard situation and the Co-Chair noted the pool company is working on that and the editor of The Glen Echo has had the notice in the March and April newsletters and will continue to have it until otherwise requested. The Treasurer noted that this purchase is a reserve expense and asked the Co-Chair to find out the estimated life of the lift. The Management Agent noted that usually the battery pack replacement is the major issue. Angela Donatelli suggested that a weight limits notice for the lift should be posted and the Co-Chair agreed. The Treasurer reminded the Co-Chair that she needs to submit an estimate of the 2023 budget needs.

### Landscape Committee

The Board Secretary reported that the Committee is making headway with members who are enthusiastic, knowledgeable and ready to work. Another walk-around is scheduled for March 12 if no snow. Presently there is one Co-Chair, Shirin Wertime of Ct. 12. Even though the budget is somewhat limited, there are plantings that will be done and items removed. She thanked the Board for their assistance and patience.

### Court Representatives Committee

The Treasurer suggested that the Court Representatives might be interested in knowing if the scheduled brick work is slated for their Court; The Chair asked the Treasurer to forward that information and he will pass it along to Court Reps to notify their residents.

### Fence Committee

The Vice-President reported that the On-Site Manager had begun a survey of the present condition of the fences throughout the Glen.

### E-Vehicle Committee

The Vice- President reported that the Committee has not met in a while but will be meeting soon. He will reach out to the County for information on their plans especially in order to not implement a project that requires funding from residents/owners while the County produces free services.

## **MANAGEMENT REPORT**

Management Agent – Nothing to report

On-Site Manager – The On-Site Manager reported that soft-washing of roofs and trim begins on Monday March 14 and information has been circulated to Courts 5-8. Angela Donatelli of Ct. 6 asked if there might be stains on a concrete patio as a result of the scheduled soft-washing. She is having some patio work done during the week. The Treasurer reported that last year there was no staining or problems with plantings and the Vice-President reported how the work was done last year and noted that the liquids are neutralized so as to eliminate any problems with the solution. He recommended moving things out of the way just in case. The biggest problem was residents having open windows while the solution was being applied on the roof, etc. It was recommended that Angela contact Seth Theuerkauf since he was responsible for the testing and the project last year. The On-Site Manager reported that her notice to residents having the project done includes details about the preparation that should be done before the work begins. The notice has been distributed to units being washed and is on the website. The Management Agent asked the On-Site Manager to ask the EcoTek crew to knock on doors of units that have windows open before any of the work begins and during the project. The On-Site Manager noted that the instructions include having outdoor spigots available for the work. She started fence inspection with 4 courts and had Maria Castro of the On-Site Staff accompany her. She noted that Maria instructed her well and knew all about the fence parts. The On-Site Manager noted that for the survey they are using a trends scale of 1-4 (1 being worst) and so far they have a lot of fence parts that are recorded “2”. She reported that the Court 5 entrance sign that was damaged during a snowstorm is to be installed on March 21 due to supply shortages at Banana Banner.

**NEW BUSINESS - None**

**Miscellaneous** – The Secretary noted that Angela Donatelli is the Landscape Committee’s “financial guru” and thanked Angela for all her time, effort and humor and looks forward to continuing to work with her.

**EXECUTIVE SESSION**

Moved to go into Executive Session at 7:24 pm. Motion passed unanimously.

The Board reconvened in regular session at 7:47 p.m.

**03.08.22.07 MOTION.** Moved to approve the request for the personnel matter for an extra 11 days sick leave for an employee to recover from an on-the-job injury that did not qualify for workers’ compensation insurance benefits. Motion passed unanimously.

**ADJOURNMENT** The meeting was adjourned at 7:48 p.m. by the President.

Respectfully submitted,

Susan Hunchar, Secretary

**The next scheduled meeting of the Board is April 12, 2022 at 6:30 p.m. and will be held virtually again via Zoom.**

**ATTACHMENT**

P22-26 Fairlington Glen Drainage Investigation

Via E-mail Only March 4, 2022

Fairlington Glen Condominium Association of Owners



**RESTORATION  
ENGINEERING, INC.**

10503 WEST DRIVE, STE A  
FAIRFAX, VA 22030  
(703) 272-7787  
WWW.REI1.COM

c/o Ms. Amy Steliga  
Cardinal Management Group, Inc.  
3546 S. Stafford Street  
Arlington, VA 22206

RE: Engineering Services - Drainage Investigation, Fairlington Glen Condominium

Dear Amy:

Restoration Engineering, Inc. (REI) is pleased to provide the Association of Owners (“Board”, “Client”) with a fee proposal for Engineering Services to investigate/survey several areas within the community, which have existing stormwater drainage issues, and prepare a report of our observations, findings, and recommendations to improve drainage at Fairlington Glen Condominium, located in Arlington, Virginia. Specifically, this proposal does NOT include investigation of the existing stormwater drainage conditions throughout the entire community, but rather at specific areas that reportedly experienced flooding or similar drainage issues during heavy rain that occurred in August 2021. At that time, Candace Lewis, of Cardinal Management, prepared a list of several Units that reported flooding or similar issues, in Courts 1, 7, and 9, so this investigation will focus primarily in those Courts, and pertaining to the list of reported issues.

**I. Stormwater Drainage Investigation and Report:** REI agrees to provide the following services in accordance with the General Terms & Conditions at Enclosure A, for the Lump Sum Fee indicated:

A. Review available As-Built Construction Drawings, contractor work proposals, and other information regarding previous site/drainage work as required to determine existing drainage conditions and stormwater structures/networks.

*(i) Please note that costs indicated in this proposal will incorporate REI’s past knowledge of site/drainage work performed within the community, based on our involvement in past projects, and the Client’s identification of other work that was performed in the past. However, we presume that there are existing stormwater structures/networks of which we have no prior knowledge, and therefore this proposal includes some additional time spent on site to identify relevant stormwater components observable from grade. If stormwater structures/networks are more extensive than anticipated, additional time to investigate these items will be required, and the additional investigation will be performed on an hourly basis in accordance with the hourly rates listed in this proposal, and following approval by the Client.*

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B. Visit the site to perform visual inspections of the areas that were reported to experience flooding, or similar drainage issues in August 2021. While on site, obtain grade elevations at low areas suspected to experience ponding, or inadequate runoff during heavy rains.

- (i) This proposal does **not** include time to obtain extensive grade elevations of the entire site or within each Court, as a whole. Rather, grade elevations will only be obtained at specific low areas that are suspected of experiencing significant drainage concerns.*
- (ii) This proposal does **not** include water tests to determine the source of active leaks (if any), as reported by several Unit Owners. Knowledge of the reported leaks may assist REI in identifying some of the inadequately draining areas, but this investigation does not include identification of relevant leak sources, or recommendations to repair leaks entering the buildings. If water tests are desired, REI will provide a separate proposal for these services.*
- (iii) Please note that it is anticipated that obtaining field information relevant to the reported drainage issues, will require two site visits by two engineers (one licensed Professional Engineer, and one Project Engineer), for up to 6 hours on site per visit. If additional time to obtain all relevant field investigation is required, or if the Client would like to include additional areas (outside of the locations listed in the document prepared by Candace Lewis) to the scope of the investigation, the additional time will be billed on an hourly basis in accordance with the hourly rates listed in this proposal, and following approval by the Client.*

C. Review past proposals submitted by independent contractors, for proposed efforts to improve drainage within specific areas, and provide recommendations/commentary regarding the proposed work.

*(i) Commentary and recommendations will be included in the written report with the findings and recommendations of REI's independent investigation.*

*(ii) Please note that this proposal does NOT include detailed stormwater drainage analysis necessary to size stormwater structures, piping, and networks. Thus, REI's review of contractor proposals does NOT certify that proposed structures/piping (if relevant) are adequately sized, nor do we assume responsibility of designs for the proposed work, as the scopes were NOT prepared by REI.*

D. Prepare a written report of our observations and findings regarding the poorly draining areas in question, and any recommendations for drainage improvements. The report will include:

*(i) The report will include deficiencies observed and a summary of REI's methods to obtain relevant field information.*

*(ii) The report will include color photographs to facilitate understanding by the reader.*

*(iii) REI will provide an electronic copy of the report in Adobe PDF format. Hard copies can also be provided, upon request, and will be billed as a reimbursable expense.*

*(iv) As mentioned above, the report will comment on past work proposals, submitted by independent contractors, regarding efforts to improve drainage.*

E. Miscellaneous Correspondence

(i) *Conduct telephone calls, email communication, conference calls, etc., as required to coordinate/collaborate with the Client during the Drainage Investigation.*

**F. LUMP SUM FEE = \$9,600.00**

**II. Hourly Rates:**

A. If additional services are requested during the Contract execution, the services performed will be billed on an hourly basis. Services are billed portal to portal, from our office at 10503 West Drive, Suite A, Fairfax, Virginia. Current hourly rates, valid through December 31, 2022, are as follows:

	RATE
Sr. Engineer (PE)	\$175 /hour
Jr. Engineer	\$125 /hour
Administrative	\$65 /hour
Mileage	\$0.56 /mile

Note: Night and weekend rates are double.

**III. Additional Comments:** Please review the following comments/conditions related to the work outlined in this proposal:

- A. Any additional work requested (not listed above) will be billed on an hourly basis. The Owner may request the addition or deletion of site visits or other services during the Contract execution.
- B. The Lump Sum Fees and hourly rates provided are valid for work that occurs Monday-Friday during normal working hours. The rates for night or weekend work are double.
- C. This proposal only includes providing documents in electronic Adobe PDF format. This proposal does NOT include printing hard copies of any documents. If



hard copies are desired or required, these services will be billed as a reimbursable expense.

D. This proposal does NOT include design or contract administration services for any drainage improvements recommended in the report. If desired by the Client, REI will provide a separate proposal for these services once a Scope of Work is determined.

E. This proposal does NOT include testing for hazardous materials, nor preparation of drawings/specifications for removal of such materials if encountered during the work.

F. This proposal does NOT include water tests to determine the source of active leaks (if any). If water tests are desired, REI will provide a separate proposal for these services.

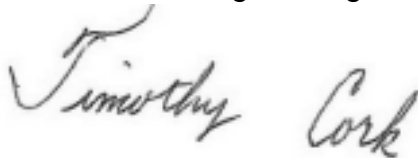
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G. This proposal does NOT include a detailed cost estimate for the proposed recommendations.

H. This proposal does NOT include detailed stormwater drainage analysis necessary to size stormwater structures, piping, and networks. Thus, REI's review of contractor proposals does NOT certify that proposed structures/piping (if relevant) are adequately sized, nor do we assume responsibility of designs for the proposed work, as the scopes were NOT prepared by REI. The Client shall indemnify and hold harmless REI and its Employees from any claim, damage, liability, or defense cost (including Attorney's Fees, Dispute Resolution Fees and other costs of defense) from any situations arising from the contractors' work proposals that are attributable to negligent design and/or engineering.

To execute the Contract, please sign the Acceptance of Proposal listed below and return it via mail or fax (703) 272-7786. This proposal is valid for a period of 45 days. Please call me at the office (703) 272-7787 if you have any questions or need any additional information with respect to this proposal.

Sincerely yours,  
Restoration Engineering, Inc.

A handwritten signature in cursive script that reads "Timothy Cork".

Timothy Cork, P.E.

Project Manager

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# ACCEPTANCE OF PROPOSAL

Restoration Engineering, Inc. is authorized to proceed with the following engineering services, as outlined above, for the fees indicated (check all that apply).



## I. Drainage Investigation and Report Lump Sum Fee = \$9,600.00

Fairlington Glen agrees to pay invoices for completed services within 30 days of receipt of invoice. Payments received after 45 days will be subjected to a late payment charge of 18.00% A.P.R.

Authorized Signature Date Name Title

Engineering Services - Drainage Investigation, Fairlington Glen Condominium March 4,  
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Enclosure A

### GENERAL TERMS & CONDITIONS

- 1 . The fees referenced in this agreement are valid for a period of 45 days from the date of this Agreement. If either verbal or written notice to proceed is provided by the Client, it will be mutually understood that the terms and conditions of this Agreement have been accepted by the Client. A signed copy of this Agreement is required prior to the delivery of any work performed in accordance with this Agreement.
- 2 . All aspects of this Agreement are governed by the laws of the **Commonwealth of Virginia**.
- 3 . The scope of services of this Agreement does not include any services related to any hazardous or toxic materials, including any type of molds, or identification or Removal of such materials.
- 4 . This agreement may be terminated by either party at any time, with or without cause, with written notice submitted 10 working days prior to the termination date. In the event of termination, Restoration Engineering, Inc. (REI) will be paid for all services rendered and expenses incurred up to the termination date.
- 5 . Invoices for work completed will be submitted monthly to the client. Payment for all invoices is due within 30 days of the date of the invoices. Invoices not paid within 45 days will be subject to a 1.5% interest charge per month (18% annual percentage rate) until paid in full. The client agrees to pay all costs of collection, including attorneys' fees, if legal action is required to enforce the payment provisions of this Agreement. If payment on a project is not current, REI may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend performance of the services specified by this Agreement upon five days notice to the Client. Inquiries and questions regarding any invoice shall be made within 10 working days of receipt of the invoice. Failure to notify REI within the specified period will constitute a waiver to any claim with respect to the content or accuracy of the invoice, as well as acceptance of the services provided.
- 6 . All documents produced by REI are instruments of professional services to be used by the Client only for the project governed by this Agreement and may not be used by the Client for any other endeavor. If the Client allows any of the documents, prepared for this project by REI, to be used for any other purpose, the Client agrees to indemnify and hold REI harmless against all damages, claims and losses, including defense costs and attorneys' fees arising out of any reuse of the referenced documents without written authorization from REI.

- 7 . Projects involving remodeling or rehabilitation of existing facilities require that assumptions must be made regarding the existing conditions. Because some of these assumptions cannot be verified without expending considerable sums of additional money or destroying otherwise adequate or serviceable portions of the existing facility, the Client agrees that, except for negligence solely on the part of REI, its Consultants, Agents or Employees, the Client will hold harmless and indemnify REI, its Consultants, Agents or Employees from and against any and all claims, damages, awards, defense claims (including Attorneys Fees and dispute resolution costs), and other liabilities, actual or alleged, arising out of latent existing conditions which effect the performance of professional services specified in this Agreement.
- 8 . In return for REI providing professional services on this project, the Client shall indemnify and hold harmless REI and its Employees from any claim, damage, liability, or defense cost (including Attorney's Fees, Dispute Resolution Fees and other costs of defense) from any situations arising from the project specified in this Agreement except when REI is solely responsible for the negligence or willful misconduct that created the situation.
- 9 . In recognition of the risks to REI intrinsic in the project, the Client agrees, to the maximum extent permitted by law, to limit the liability of REI, its Consultants, Agents and its Employees for the Clients' damages to a maximum amount not to exceed the fee paid to REI for the project specified in this Agreement. This limitation shall apply regardless of the cause of legal action theory pled or asserted. The Client further agrees that neither REI nor any of REI's Consultants, Agents or Employees owes any fiduciary responsibility to the Client.
- 10 . In the event that it should become necessary to resolve any conflicts during the course of the work specified by this Agreement, The Client agrees that all disputes arising out of or related to this Agreement shall 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. The Client shall pay all costs for the mediation.
- 11 . The Client shall not transfer, subject, or assign the rights under or interest in this Agreement (including but not limited to payments that are due or that may be due) to any other party without the prior written consent of REI.
- 12 . The Client agrees to provide REI a reasonable opportunity to observe and correct any alleged error in its professional services. The Client also agrees that if REI is not provided with this opportunity, any claim related to the alleged error is specifically waived.
  - 13 . The applicable statute of limitations for causes of action between the parties to this Agreement shall commence to run at the date of the Contract Documents or if there is no date on Contract Documents, then the date of Substantial Completion of the Project.
- 14 . The Client agrees to defend, indemnify and hold REI, its Consultants, Agents or Employees, harmless from and against any and all claims brought by the purchasers of Units, their successors or assign, any associations representing the interests of the individual owners, or any claims or allegation brought by representatives of the condominium purchasers as a class. The client further agrees that this indemnification obligation continues beyond the termination of the professional services agreement until any applicable statute of repose precludes claims.