

# EXPERT/ENGINEER ENGAGEMENT LETTER

## CONFIDENTIAL - ATTORNEY WORK PRODUCT PRIVILEGE APPLIES

[Date]

### Via Email and Certified Mail

[Expert/Engineering Firm Name]

[Address]

[City, State ZIP]

[Email]

[Phone]

### Re: Request for Professional Consulting Services - Property Damage Assessment

Property: [Loss Location]

Claim #: [Claim #]

Date of Loss: [Date of Loss]

Policy #: [Policy #]

Carrier: [Insurance Company]

Dear [Expert Name]:

I am writing to formally engage your professional services for an independent, comprehensive evaluation of property damage sustained at the above-referenced location. Your expertise is required to provide an objective, thorough assessment to support my insurance claim and potential dispute resolution proceedings.

## BACKGROUND

On [Date of Loss], my property sustained significant damage due to [detailed cause of loss]. The insurance carrier, [Carrier Name], has conducted their assessment through adjuster [Name]; however, significant discrepancies exist between their findings and the actual damage sustained. I require an independent professional evaluation to ensure all damages are properly identified, documented, and valued according to industry standards.

Initial carrier estimate: \$[Amount]

Preliminary contractor estimates: \$[Amount] - \$[Amount]

Areas of dispute: [List main areas]

# **SCOPE OF ENGAGEMENT**

I hereby request that you provide the following professional services:

## **1. COMPREHENSIVE INSPECTION**

- Perform thorough on-site inspection of all affected areas
- Document both visible and concealed damages using appropriate testing methods
- Utilize thermal imaging, moisture meters, and other diagnostic tools
- Identify any structural or safety concerns requiring immediate attention
- Assess code compliance issues triggered by the repairs
- Document pre-loss condition based on available evidence
- Identify potential for hidden/latent damages
- Review any environmental hazards (asbestos, lead, mold)

## **2. DAMAGE ANALYSIS**

- Determine the full extent and cause of damage
- Establish cause and origin (if applicable)
- Evaluate structural integrity and safety
- Assess potential for hidden/latent damages
- Document damage progression potential
- Identify secondary damage from initial event
- Review emergency mitigation adequacy
- Determine if damage is consistent with reported cause

## **3. REPAIR METHODOLOGY**

- Recommend appropriate repair methods per industry standards
- Distinguish necessary vs. cosmetic repairs
- Specify materials and techniques required
- Provide alternative repair approaches if applicable
- Estimate realistic repair timeline
- Identify specialized contractors needed
- Address matching and uniformity requirements
- Consider line-of-sight rules for finishes

#### **4. CODE COMPLIANCE REVIEW**

- Identify current building code requirements
- Determine required upgrades triggered by repairs
- Document grandfathered conditions affected
- Review permit requirements
- Assess ADA compliance needs
- Evaluate energy code requirements
- Document life safety code issues

#### **5. COST ESTIMATION**

- Provide detailed repair/replacement cost estimates
- Include breakdown of labor and materials
- Account for general conditions, overhead and profit
- Consider current market conditions and material availability
- Include contingency factors for hidden damage
- Separate code upgrade costs
- Provide both RCV and ACV calculations
- Address prevailing wage requirements if applicable

#### **6. WRITTEN REPORT**

Please provide a comprehensive written report including:

##### **Executive Summary**

- Overview of findings
- Total damage assessment
- Recommended course of action

##### **Detailed Findings**

- Room-by-room damage assessment
- System-by-system analysis
- Structural evaluation
- Code compliance issues

## **Supporting Documentation**

- Photographic documentation (minimum 100 photos)
- Technical drawings/diagrams as needed
- Testing results and data
- Moisture mapping diagrams
- Thermal imaging results

## **Cost Analysis**

- Detailed cost estimates with line items
- Xactimate or similar software estimate
- Supporting documentation for pricing
- Market research for specialty items

## **Professional Opinions**

- Causation analysis
- Repair vs. replacement recommendations
- Code compliance opinions
- Timeline recommendations

## **Credentials Package**

- Curriculum vitae
- Professional licenses
- Certifications
- Previous expert testimony list (5 years)
- Publications relevant to this matter

## **7. SUPPLEMENTAL SERVICES**

Be prepared to provide:

- Supplemental reports for newly discovered damage
- Review and comment on carrier's expert reports
- Participation in appraisal proceedings if invoked
- Expert testimony at deposition if required

- Trial testimony if matter proceeds to litigation
- Consultation on settlement negotiations

## **SPECIFIC AREAS OF CONCERN**

Please pay particular attention to:

1. **[Specific area/system 1]** - [Specific concern]
2. **[Specific area/system 2]** - [Specific concern]
3. **[Specific area/system 3]** - [Specific concern]
4. **Hidden damage potential in:** [Areas]
5. **Code compliance issues regarding:** [Specific codes]

## **ACCESS AND COORDINATION**

- Property access available: [Days/Times]
- Coordination contact: [Name/Phone]
- Insurance adjuster may request joint inspection
- Other experts involved: [List if any]
- Safety equipment required: [List if applicable]

## **TIMELINE**

- Initial inspection: Within [#] business days of this letter
- Preliminary verbal findings: Within [#] hours of inspection
- Draft written report: Within [#] business days of inspection
- Final report: Within [#] business days of draft review
- Availability for follow-up: Ongoing as needed

## **FEE ARRANGEMENT**

I understand and agree to your fee structure as follows:

### **Initial Inspection and Report:**

- Flat fee: \$[Amount] OR
- Hourly Rate: \$[Rate] per hour, estimated [#] hours
- Travel expenses: \$[Amount/Mileage rate]

**Additional Services:**

- Supplemental reports: \$[Rate] per hour
- Deposition testimony: \$[Rate] per hour ([#] hour minimum)
- Trial testimony: \$[Rate] per day
- Document review: \$[Rate] per hour
- Consultation calls: \$[Rate] per hour

**Payment Terms:**

- Retainer required: \$[Amount]
- Inspection fee due: Upon scheduling
- Report balance due: Upon delivery
- Invoice directly for your services
- Payment within [#] days of invoice

**INSURANCE INTERFACE**

Please note the following regarding insurance carrier interaction:

- You are engaged as my independent expert
- You work at my direction, not the carrier's
- Provide copies of all correspondence to me first
- Do not release reports without my written authorization
- I will coordinate any joint inspections
- Direct all billing to me, not the insurance carrier
- Maintain independence from insurance company experts

**CONFIDENTIALITY AND PRIVILEGE**

All findings, reports, communications, and work product related to this engagement:

- Shall remain strictly confidential
- Are protected by applicable consultant privileges
- May be subject to attorney-client privilege if attorney is retained
- May be subject to work product privilege
- Should not be disclosed to third parties without written consent

- Should be marked "CONFIDENTIAL - PRIVILEGED"
- Electronic communications should be encrypted when possible

## **CONFLICTS OF INTEREST**

Please confirm that you:

- Have no current contracts with [Carrier Name]
- Have not worked on this property previously
- Have no financial interest in the outcome
- Will disclose any potential conflicts immediately
- Will maintain independence throughout engagement

## **QUALIFICATIONS CONFIRMATION**

Please confirm in writing that you:

- Hold current professional licenses in [State] ([Number])
- Maintain professional liability insurance (minimum \$[Amount])
- Maintain general liability insurance
- Have no disciplinary actions pending or past
- Have [#] years experience in relevant field
- Are qualified to testify as expert witness in [State]
- Can provide expert testimony if required
- Will maintain required licenses throughout engagement

## **DELIVERABLES FORMAT**

Please provide all deliverables in the following formats:

- Written reports: PDF and Word format
- Photographs: High-resolution JPEG with metadata
- Estimates: Native format plus PDF
- All documents: Searchable/OCR processed
- USB drive with all files
- Cloud storage link for large files

## **INDEMNIFICATION**

To the extent permitted by law and professional standards, each party agrees to indemnify the other for their own negligent acts or omissions in the performance of this engagement.

## TERMINATION

Either party may terminate this engagement with written notice. If terminated, consultant will be paid for work completed to date and will provide all work product generated.

## ACCEPTANCE

Please indicate your acceptance of this engagement by signing and returning a copy of this letter within [#] business days. Include your standard terms and conditions if applicable, though any conflicts with these terms must be resolved before proceeding.

If you have any questions or need clarification on any aspect of this engagement, please contact me immediately at [Phone] or [Email].

I look forward to working with you on this matter and appreciate your prompt attention to this important assessment.

Sincerely,

**[Insured Name]**

[Address]

[City, State ZIP]

[Phone]

[Email]

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## ACCEPTANCE OF ENGAGEMENT

I accept the engagement as described above and confirm that:

- I meet all stated qualifications
- No conflicts of interest exist
- I can maintain independence throughout
- I understand the confidentiality requirements
- I agree to the fee structure outlined
- I can meet the timeline specified

**Additional Terms/Conditions:** ☐ None ☐ See attached



**[Expert Name]**

[Professional License #]

[Company]

[Title]

Signature: \_\_\_\_\_

Date: [Date]

**Witnessed By:**

[Name]

Date: [Date]

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