



# BROOKER ENGINEERING, PLLC

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22 Paris Avenue  
Suite 105  
Rockleigh, New Jersey 07647

Tel: 201.750.3527

March 9, 2023

Yonkers Public Schools  
1 Larkin Center  
Yonkers, NY 10701  
Attn: Minaz David

Re: Proposal for Engineering Services  
MLK Junior Academy  
135 Locust Hill Ave  
Yonkers, NY 10701  
BE # 23039

Dear Minaz David,

We are pleased to provide you with a proposal for structural engineering services regarding the temporary support of the parking structure at the above referenced property. The parking lot is approximately 150' long by 60' wide. The first 110' of the parking lot is a slab on grade. The rear 40' of the parking lot is a concrete structural slab supported by concrete beams and columns. Our scope of work is limited to the rear 40' of the parking lot.

The concrete slab, beams, and columns have deteriorated and have been supplemented with steel columns. It is our understanding that the structure will be repaired in the future (approximately 2 years from now), however you would like to be able to continue using this portion of the parking lot until it is repaired.

## SCOPE OF WORK

### Task 1: Temporary shoring plan

We will prepare a temporary shoring plan to support the parking structure so that it can continue to be used until it is repaired. The temporary shoring plan will utilize shoring posts in the space below the parking lot. The spacing of the shoring posts will be determined by the parking lot loads and existing conditions in the space below. The temporary shoring plan will be signed and sealed by a Professional Engineer licensed in New York. In addition, we will assist in finding a supplier of the shoring posts and determining if it is more cost effective to buy or rent the posts.

Fee for Task 1: \$9,000 lump sum to be invoiced monthly based on percent complete.

### Task 2: Additional Services (e.g. Construction Administration)

After the temporary shoring plan is completed (task 1), we can provide additional services on an as needed basis, such as construction administration. This may include reviewing bids for the work and making recommendations, site visits, inspections, etc.

Fee for Task 2: This task will be billed on an hourly basis in accordance with the attached billing rates.

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#### LAND DEVELOPMENT • MUNICIPAL • STRUCTURAL • WATER RESOURCES • LAND SURVEYING

Brian Brooker, P.E. Eve Mancuso, P.E., C.M.E. Ken DeGennaro, P.E., C.F.M. Stuart Strow, P.E., C.F.M. Anthony Riggi, P.E.  
Benjamin Levitz, P.E. Cheng-Yu Ku, P.L.S. Dennis Rocks, P.E., C.F.M. Elvia Baca, P.E. Hillary Chadwick, P.E.  
Joseph J. Moran, P.E. Joseph Nyitray, P.E. Matthew Trainor, P.E. Nestor Celiz, P.E. Shardul Patel Vincent Kane, P.E.

## OUT OF SCOPE SERVICES

The following services are not included in this proposal. If any of these services are requested, they will be billed on an hourly rate in accordance with the attached standard billing rates.

1. Professional consulting services relative to work which is outside the scope of our work for the project.
2. Analysis and approval of alternate framing designs and/or change order request proposed by the contractor.
3. Any work resulting from non-conformance to the structural plans.
4. Respond to building department comments if more than one round of comments is issued.
5. Expediting services.
6. Material testing and construction inspection services.
7. Site development and survey.
8. Existing conditions surveys.
9. Submission of design calculations.
10. Electrical and mechanical plans.
11. As built plan.
12. Architectural services.
13. Legal/Municipal Fees.
14. Printing, postage and courier services.
15. Any substantial change in scope shall be cause for renegotiation of this contract.

Thank you for the opportunity to provide this proposal. If you find this proposal acceptable, please indicate your acceptance by signing below and returning a signed copy for our records to authorize us to begin this work. Please contact me if you have any questions or require any additional information or clarification. We look forward to working with you and your project team.

Very truly yours,



**BROOKER ENGINEERING, PLLC**

Anthony Riggi, P.E.

Partner

The undersigned agrees and consents to the Standard Terms and Conditions attached hereto and made part of this contract and also to reimburse and pay to Brooker Engineering, PLLC ("Brooker"), all Brooker's costs, expenses and disbursements, including Brooker's reasonable attorney's fees and any other costs of collection, if any invoice or bill for Brooker's services to the undersigned is not fully paid within thirty (30) days of its issuance to the undersigned, and the undersigned further agrees and consents to additionally pay to Brooker a finance charge of 1.5% (of the outstanding balance) per month, for each and every month that an invoice or bill for Brooker's services (or portion thereof) remains unpaid. If at any point you choose to suspend our work, we will be entitled to full payment for any work completed and/or for percentage of work completed.

Accepted By:

MINAZ DAVID  
Print Name

SR. DEVELOPMENT PROJECT MANAGER  
Title

  
Signature

3-09-2023  
Date


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**STANDARD TERMS & CONDITIONS:**

1. It is agreed that this proposal will serve as a contract for professional services.
2. The proposal is valid for a period of 60 days. The consultant reserves the right to accept or reject a signed proposal returned after 60 days.
3. This contract is not assignable except with the prior written consent of the Consultant and no assignment shall relieve the undersigned of any obligations under this contract.
4. The individual executing this contract, if acting on behalf of a partnership or corporation, represents that they have the authority to do so.
5. In the event that the project becomes inactive, the undersigned shall pay the consultant for all work performed to date including partial payment of tasks in progress based on percent complete. If the project then becomes active after a period of 4 months or longer, the fee shall be subject to renegotiation.

PROPOSAL - \$ 9,000.00  
OWNER DIRECTED WORK - \$ 3,000.00  

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\$ 12,000.00  
  
3/09-2023



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**STANDARD BILLING RATES - TECHNICAL SERVICES**  
 January 1st through December 31st, 2023

<b><u>Personnel/Service Provided</u></b>	<b><u>Hourly Rate</u></b>
Principal .....	\$330.00
Partner .....	\$265.00
Associate .....	\$248.00
Engineer (E.I.T., Senior Engineer, P.E.).....	\$175.00
Technical / Draftsperson .....	\$135.00
Construction & Field Personnel.....	\$140.00
Two-Man Crew.....	\$243.00
Survey Analyst.....	\$220.00
Reproduction.....	Direct Cost +10%
Messenger Service / Postage .....	Direct Cost +10%

**Notes:**

- 1) Billing occurs periodically as the work proceeds, generally monthly.
- 2) Lump sum contracts will be billed based upon the percentage of work completed.