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January 18, 2022

Mr. Ted Rosen  
Mayor  
Village of Great Neck  
Great Neck Plaza Village Hall  
2 Gussack Plaza  
Great Neck Plaza, NY 11021

Re: *Proposal for Engineering Services  
Gussack Plaza Parking Garage*

Dear Mr. Rosen,

Walker Consultants (Walker) is pleased to submit for your review this proposal for engineering services in connection with the Gussack Plaza Parking Garage.

## Project Understanding

The Gussack Plaza Parking Garage is a five-level precast concrete structure built in the early 1980s. The first level of the structure is used by the Village Hall. The upper levels are for parking. The footprint of the garage measures approximately 120 feet by 300 feet. The garage has two bays, and two ramps provide vehicle circulation between the levels. A restoration project designed by others has substantially been completed.

The Great Neck Plaza Village Hall has requested this proposal from Walker to perform a condition assessment of the garage.

## Scope of Services

### Condition Assessment

1. Review available pertinent existing drawings, restoration drawings and previously developed reports to determine general original construction.
2. Visit the garage to visually observe the existing conditions. Document and quantify the readily accessible and visible deterioration inside the structure such as cracking, leaking, leaching, scaling, spalling, failing construction/expansion joints, and ponding.
  - a. Photographs will be included in final report.
  - b. Examine drainage system including existing fixtures.
  - c. Visually survey representative floor elevations to assess causes of ponding water.

3. Obtain field measurements. Compile and analyze field information to generate conceptual repair recommendations, if necessary.
4. Identify areas requiring immediate repairs, if necessary.
5. Evaluate the restoration program in light of the findings from our site visit.
6. Provide a letter report to be submitted electronically.
7. Review report with Owner during a teleconference call.

Walker's assessment shall include a general overview regarding the condition of mechanical, electrical, plumbing systems, fire suppression, and conveyance systems, only as they relate to the parking garage facilities and shall not entail a comprehensive analysis. If required, Walker can provide this as an additional service upon written request from Client.

## Limitations

As stated in the above scope of services, the assessment is based on visual. Our observations may not discover or disclose latent conditions without performing testing. Detailed and invasive testing can be provided by Walker as an additional service upon written request from Client.

## Americans with Disabilities Act

A review of the facility for Building Code compliance and compliance with the Americans with Disabilities Act (ADA) requirements is not part of the scope of work. However, it should be noted that whenever significant repair, rehabilitation, or restoration is undertaken in an existing structure, ADA design requirements may become applicable if there are currently unmet ADA requirements.

## Schedule

Walker is prepared to commence services within a week of receipt of authorization, required background materials, and initial payment. The report will be issued within two weeks following the field study. Timeframes may need to be adjusted if authorization or background materials arrive later than expected, depending on the project schedule at that time.

## Professional Fee

Walker will provide the Scope of Services contained herein for the lump sum fee of \$6,500, including reimbursable expenses.

An Initial Payment of \$2,500 is required prior to commencement of services. Work will commence or stop upon receipt or delay of payments.



Walker is dedicated to providing our clients with engineering services that meet project requirements and deadlines. If you should have any additional questions, please do not hesitate to call or email us.

Sincerely,

WALKER CONSULTANTS

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Enclosures      General Conditions of Agreement for Restoration Services

## Authorization

Trusting that this meets with your approval, we ask that you sign in the space below to acknowledge your acceptance of the terms contained herein, and to confirm your authorization for us to proceed. Please return one signed original of this agreement for our records.

### The Village of Great Neck Plaza

Accepted by (Signature) \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## General Conditions of Agreement for Restoration Services

### Services

Walker Consultants (Walker) will provide the client professional services that are limited to the work described in the attached letter. Any additional services requested will be provided at our standard hourly rates or for a mutually agreeable lump sum fee. Professional services are provided solely in accordance with written information and documents supplied by the client, and our services are limited to and furnished solely for the specific use disclosed to us in writing by the client.

### Payment for Services

Prior to commencement of services the client agrees to make an initial payment to Walker in an amount equal to 20% of the total fee or as stated in the attached letter. This amount will be credited to the last invoice(s) sent to the client.

Walker will submit monthly invoices based on work completed plus reimbursable expenses. Reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, long distance telephone and facsimile charges, additional service consultants, and other project related expenses. Payment is due upon receipt of invoice.

If for any reason the client does not deliver payment to Walker within thirty (30) days of date of invoice, the client agrees to pay Walker a monthly late charge of one and one-half percent (1.5%) per month of any unpaid balance of the invoice plus attorney's fees and other costs incurred to collect the unpaid sum.

### Ownership of Documents

All documents prepared or provided by Walker are and remain the property of Walker as instruments of service. Any use for modifications or extensions of this work, for new projects, or for completion of this project by others without Walker's specific written consent will be at client's sole risk.

### Standard of Care

Walker will perform the services consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. No other warranty, express or implied, is made. Walker's liability to client and all persons providing work or materials to this project as a result of acts, errors, or omissions of Walker shall be limited to the fee or \$10,000, whichever is greater.

Any estimates or projections provided by Walker will be premised in part upon assumptions provided by the client. Walker will not independently investigate the accuracy of the assumptions. Because of the inherent uncertainty and probable variation of the assumptions, actual results will vary from estimated or projected results and such variations may be material. As such, Walker makes no warranty or representation, express or implied, as to the accuracy of the estimates or projections.



## Non-Solicitation Clause

The client agrees that it will not directly or indirectly solicit for employment any Walker employee providing services on behalf of client for a period of two years after the date of this agreement. Client agrees that a breach of this provision would have material and adverse impacts on Walker's business and client therefore agrees to pay Walker an amount equal to two times the annual salary of any employee of Walker who accepts a position with client within such two year period, in addition to all other rights and remedies available to Walker.

## Consequential Damages

The client and Walker waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement.

## Period of Service

Services shall be complete the earlier of (1) the date when final documents are accepted by the client or (2) thirty (30) days after final documents are delivered to the client.