

HALPERN & PINTEL, INC.

Real Estate



150 WHITE PLAINS RD, SUITE 111
TARRYTOWN, N.Y. 10591
TELEPHONE (914) 332-0080

April 16, 2019

Honorable Kathleen H. Burgess, Secretary
New York State Public Service Commission
Three Empire State Plaza
Albany, NY 12223

**Re: Matter 19-___ - Petition of Verizon New York Inc. for an Order of Entry
for 200 West 113th Street, Manhattan**

Dear Secretary Burgess:

This letter is in regard to Joseph A. Post's (Verizon) letter of 3/22/2019 for the above-mentioned Petition.

We are willing to allow the installation of Verizon Fios in this building provided our engineer agrees with the Verizon proposed layout & installation plan. To that end, I have retained an engineer as my representative overseeing the installation. He (Joseph Post) must seek our engineer's full approval of the Verizon plan.

Our contact for this installation is:

Tom Russack
C: 917-528-1883
O: 516-747-7707
trussack@ebipc.com

The signed proposal is attached to Mr. Post's letter.

Thank you,

Elysa Halpern
Vice President

Cc: Joseph A. Post
Deputy General Counsel—NY
140 West Street—7th Floor
New York, NY 10007

HALPERN & PINTEL, INC.
Real Estate



150 WHITE PLAINS RD, SUITE 111
TARRYTOWN, N.Y. 10591
TELEPHONE (914) 332-0080

April 11, 2019

Joseph A. Post
Deputy General Counsel—NY
140 West Street—7th Floor
New York, NY 10007

**Re: Matter 19-___ - Petition of Verizon New York Inc. for an Order of Entry
for 200 West 113th Street, Manhattan**

Dear Mr. Post:

This letter is in regard to your letter of 3/22/2019 for the above-mentioned Petition.

I am willing to allow the installation of Verizon Fios in this building provided my engineer agrees with the Verizon proposed layout & installation plan. To that end, I have retained an engineer as my representative overseeing the installation. You must seek our engineer's full approval of your plan.

Our contact for this installation is:

Tom Russack
C: 917-528-1883
O: 516-747-7707
trussack@ebipc.com

Please see the attached signed proposal.

Thank you,

A handwritten signature in black ink, appearing to read 'Elysa Halpern', written in a cursive style.

Elysa Halpern
Vice President

Cc: Honorable Kathleen H. Burgess, Secretary
New York State Public Service Commission
Three Empire State Plaza
Albany, NY 12223



ENGINEERED
BUILDING
INSPECTIONS,
P.C.

CONSULTING ENGINEERING SERVICES

168 BROADWAY GARDEN CITY PARK NY 11040

516-747-7707

www.ebipc.com

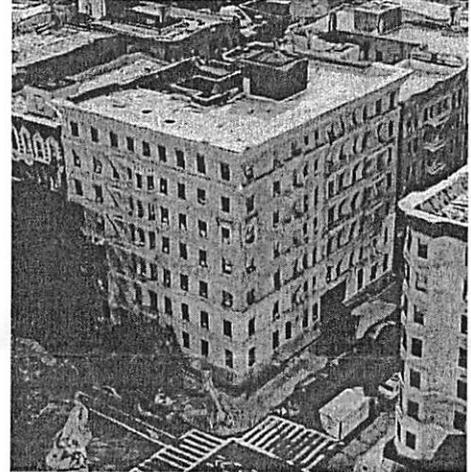
PROPOSAL:

April 3, 2019

Elysa Halpern
Halpern & Pintel, Inc.
150 White Plains Road, Ste 111
Tarrytown, NY 10591-5521

Phone: 914.332.0080, e-mail: superlandlady@aol.com

RE: **Verizon-Fios Apartment Service Installation
Preliminary Survey**
200 West 113th Street New York NY



PROPOSAL/AGREEMENT -CONSULTAION AGREEMENT

This agreement is between Engineered Building Inspections, P.C. ("EBI") and Client ("Client") named above. EBI shall provide the following services ("Services") with respect to the above-referenced project and address.

I. SERVICES

- A. **Site Visit** – Make site visit to meet with Verizon-Fios representative and Ownership to discuss the intended Verizon-Fios service that is to be provided to apartments. Observation shall include exposed elements and building units made accessible to us at the time of the site visit. We will enter building units including mechanical and utility rooms as we are provided access to (excluding buried, concealed conditions and confined spaces).
- B. **Photographic Documentation-** Take photographs to memorialize conditions observed at the time of site visit.
- C. **Document Review -** Review applicable documentation including plans, photographs and expert reports as provided to EBI at the time of the site visit.
- D. **Engineer’s Report -** Provide a written professional opinion of conditions observed during the site visit as related to the subject matter. The report is for the sole, confidential and exclusive use and possession of the client named above.

II. CONDITIONS AND EXCLUSIONS

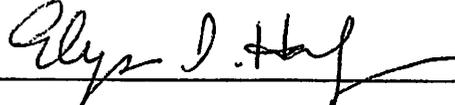
The inspection is limited to the readily accessible and visual components of the building. The inspection will not include invasive or destructive testing of any kind, including but not limited to probes, borings, etc. Items which are obstructed, in accessible or not in plain view will not be inspected. The Report is not a guarantee or warranty that the items inspected are defect-free or that additional defects do not or will not exist or that every defect will be identified during the site-visit. Any cost estimates provided represent our opinion based on our experience but shall not be guaranteed to reflect actual construction costs. Construction drawings are not included. Services do not include an analysis of the original building design or regulatory code compliance. It is assumed for the sake of this report that the original structure was constructed to generally acceptable engineering design standards and to regulatory codes in-place at the time of construction which may have changed since.

III. FEES

A. Base Cost for EBI services: \$1,875
Required Retainer due prior to or at time of site visit: \$1,875

All time expended on the assignment beyond what is specifically stated in the services above shall be chargeable at \$195/hour. Invoices are due and payable upon receipt. Interest at 2% per month shall accrue and be paid by Client on any unpaid balance, commencing 30 days after the date of EBI's invoice.

The Client agrees to the Terms and Conditions which appear below and are an integral part of this agreement.

Client: Authorized Signature:  Date: 4-18-19

Engineered Building Inspections, P.C. will engage in the above-specified services upon acceptance of terms, signature, and release of retainer. Observation and findings will be limited to what can be observed during one-time site visit from grade level and areas of the building made readily accessible by client. Additional services including additional site visits, probing, testing and development of technical drawings and specifications as may be required is not included in this preliminary assessment.

IV. TERMS AND CONDITIONS

- A. **Standard of Care.** The standard of care for services performed by EBI will be the care and skill ordinarily used by members of the engineering profession practicing under similar circumstances. Engineer shall not be responsible for construction/site safety. Engineer is not responsible for identifying, handling, or removal of asbestos, lead or other toxic substances and/or contaminants which may involve certain risks.
- B. **Building Evaluation/Inspections.** Inspections will be of readily accessible areas of the referenced building condition. Site visit is not a forensic evaluation and is limited to visual observation of apparent conditions existing at the time of the inspection only. Concealed and latent or hidden defects are excluded from the inspection. Building evaluation from street level may not uncover all deficiencies. Fee does not include cost for labor and materials of any destructive exploratory work or environmental testing if required. It should be understood that additional deficiencies and expenditures may be identified during occupancy, further evaluation or construction. Imbedded items such as deteriorated steel can increase engineering and construction costs.
- C. **Limitation of Liability.** The Client agrees, to the fullest extent permitted by law, to limit the liability of EBI to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of EBI to the Client shall not exceed the EBI's total fee for services rendered on this Project. Any dispute or claim must be made in writing within one year of date of substantial completion of the services provided by EBI.
- D. **Indemnification.** Each party to this agreement shall indemnify and hold harmless the other party from and against all claims, actions, losses, expenses, costs or damages that the other party may suffer, sustain or incur arising from the other party's negligent acts or the negligence of the other party's employees, directors, officers, consultants, contractors, or agents in the performance of this Agreement.
- E. **Delays.** Engineer makes no guarantees in connection with these services and shall not be liable for construction delays or delays of any kind related to services rendered.
- F. **EBI's Right to Stop Rendering Services.** If any invoice submitted by EBI remains unpaid by the client for 30 days from the date the invoice was submitted, EBI may stop rendering services.
- G. **Mutual Waiver of Certain Damages.** No party shall be liable to the other for any indirect, consequential, special, incidental and/or punitive damages of any kind or nature under any circumstances or for any lost profits in relation to any claims, disputes or other matters in question arising out of or relating to this Agreement.
- H. **Illegal/Unenforceable Provisions.** If, after the date hereof any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable. In lieu thereof, the Parties agree that there shall be added a provision as similar in terms and effect to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.
- I. **Survival of Provisions.** All limitations of liability, indemnifications, warranties and representations contained in this Agreement shall survive the completion or termination of this Agreement and shall remain in full force and effect.
- J. **Governing Law/Forum Selection.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its choice of law provision or to any other state laws. It is the intention of the Parties to this Agreement that the laws of the State of New York shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties. The exclusive jurisdiction of any dispute arising out of this agreement shall be Nassau County, New York and the Client submits and consents to the jurisdiction of the Supreme Court of the State of New York, County of Nassau. The Client waives the right to a trial by jury.
- K. **Client Information and Services.** The Client shall provide full information about the Project requirements for EBI to provide services under this Agreement. EBI shall be entitled to rely upon the accuracy and completeness of the information and services provided by or through the Client, the Client's independent contractors and all other project consultants.
- L. **No Personal Recourse.** To the fullest extent permitted by law, no officer, director, shareholder, partner, principal or employee of EBI shall have personal liability under any provisions of this Agreement or for any matter in connection with the performance of the services provided under this Agreement or for the Project.

- M. **Use of Documents.** Any drawings, plans, specifications and other documents and any computer electronic data (collectively, "Instruments of Service") prepared by EBI shall remain the property of EBI. EBI shall retain all rights, title and interest in the Documents, including, but not limited to, common law, statutory and other reserved rights, including copyright in the Instruments of Service. Provided EBI is paid all sums due EBI in accordance with this Agreement, the Client shall have a limited nonexclusive license to use EBI's Instruments of Service solely in connection with the Project. In the event the Client uses, modifies, adds, alters and/or misuses the Instruments of Service without EBI involvement in the Project, the Client shall defend, indemnify and hold EBI harmless for any such claims and causes of action, including third party claims, arising out of such use, modification, addition, alteration and/or misuse.
- N. **Mediation.** Claims, disputes, or other matters in question between the parties shall be subject to mediation under the auspices of a recognized professional mediation service in Nassau County, New York mutually agreed to by the parties as a condition precedent to undertaking any legal action. EBI shall not be precluded from complying with applicable lien laws.
- O. **Successors/Assigns.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their executors, administrators, successors and assigns, except as otherwise provided herein. Neither party may assign this Agreement without prior written consent of the other.
- P. **Additional Insured.** The Client shall include EBI as additional insured under its general liability policy, and shall obligate its contractors to include EBI as well.
- Q. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any prior negotiations, representations, understandings and agreements between the parties, whether written or oral. There are no representations, warranties, forms, conditions and undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement. This Agreement may only be amended by written instrument signed by both EBI and the Client.
- R. **Authorized Signatories.** The signatories to this Agreement hereby represent and affirm that they are authorized to enter into this Agreement, make the representations and agreements contained in this Agreement, and to bind the party for whom they are executing this Agreement.