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## PROPOSAL/AGREEMENT

May 1, 2025

Claude Simon  
534 West 42nd St Condominium Association  
534 West 42<sup>nd</sup> Street  
New York, NY 10036

**PROJECT:** 534 West 42nd Street  
TPP Special Inspections Job # M00915584-I1-GC

THIS PROPOSAL/AGREEMENT IS BETWEEN 534 West 42<sup>nd</sup> St Condominium Association (owner) and JAJ Engineering PLLC for Professional Services to be rendered as specified below.

In accordance with the plans prepared by Rodriguez + Gambino Consultants for the above referenced project, JAJ Engineering will hereby provide the Special Inspections and Progress Inspections listed below in accordance with the NYC Department of Buildings requirements for special inspections. The specified inspections have been identified by Rodriguez + Gambino Consultants as required items are listed below.

JAJ Engineering is not responsible for any design services as they relate this project or any expediting services which may be required in the filing of said Inspection Reports.

The owner and/or contractor shall notify the engineer a **minimum of 72 hours** prior to the required Special Inspection service. JAJ Engineers shall not be liable for any damages of any type which are result of such failure to notify and any subsequent losses which may occur.

The inspections included in this proposal are listed below.

### **TR 1 Special Inspections**

1. TPP Weekly Inspections as per 2022 code. Required during the course of construction. A weekly inspection will be made to each job and logs maintained of each visit for each job application.

836 Hempstead Avenue – Suite 103 – West Hempstead, NY 11552  
Phone: (516) 833-7715 Fax: (516) 833-7716  
[www.jajengineers.com](http://www.jajengineers.com)



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**The above is predicated on the following conditions:**

It is the responsibility of the owner and/or general contractor to provide JAJ Engineering with 72-hour notice to schedule an inspection visit. JAJ Engineering will perform all inspections in a timely manner within this time frame. JAJ Engineering will make every effort within these guidelines in coordinating with the general contractor to minimize the number of site visits required while ensuring compliance with all regulations. If an additional site visit is required to complete an inspection due to incomplete work or improper notification by the contractors, then an additional fee of \$250 per additional site visit will be charged.

JAJ Engineering assumes no responsibility for site conditions. It is agreed that once JAJ Engineering is on site for a scheduled inspection, the fee for such inspection is due and payable even if site conditions do not allow for such inspection. It is the responsibility of the owner or general contractor to ensure that proper conditions exist. In addition, JAJ Engineering cannot authorize any design changes in the field. Only the design professional of record can approve design changes. If a design change is required, then all work must stop until the design professional of record approves such changes.

This office will charge an hourly fee of \$250 including but not limited to correspondence or meetings required at the request of the owner, general contractor, architect or any other entity associated with the project. In addition, there will be a minimum billing increment of 2 hours per for any meetings with any/or all parties having anything to do with the project.

All fees will be due payable upon invoicing, and it is agreed that TR1 "Certification of Completion" sign offs for all special inspections will not be provided until the total of the account is paid in full. It is agreed that you will provide this office with all necessary documents and information we ask for to provide assistance in this matter. This office has the right to withdraw from providing these inspection services if you do not cooperate with this office or if any request are made which would require conduct which violates any regulations, laws or guidelines as set forth by the NY State Education Department or any other municipal agency having jurisdiction over the practice or Professional Engineering or Professional Engineers, or if you do not pay fees and disbursements promptly in accordance with our understanding covered by this letter of agreement. In addition, all work must be done in accordance with all NYC Building Department Codes and Regulations and a valid work permit must be in effect for all work being performed.

You have the right to discharge this office for any reason or without any reason upon giving reasonable notice. If you discharge this office, the total deposit amount will be retained by JAJ Engineering for services rendered. In addition, you are responsible for any additional payments beyond the deposit amount for all amounts set forth in your statement preceding the discharge and for all services subsequently rendered at the then effective rates together with costs and disbursements subsequently advanced for your account.



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This office will give you a copy of your file upon payment of all bills for services, expenses advanced and the cost of copying the file.

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**Cost for weekly Inspections (TR 1)**

**\$ 575.00 Per Week**

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**ALL PAYMENTS DUE WITHING 7 DAYS OF RECEIPT OF INVOICE**

**Kindly return a signed copy of this agreement with required deposit.**

**AGREED:**

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**Name: Claude Simon, 534 West 42<sup>nd</sup> St Condominium  
Association**

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**DATE:**