



February 28, 2023

Mr. Kevin Seaman
Living New York & Living Management
225 West 35th Street, 14th Floor
New York, NY 10001

Re: 534 West 42nd Street

Proposal #LNY022823

Furnish, install & remove heavy duty sidewalk shed along front of building as follows:

60 LF x 14' High x 13' Wide

(Includes (2) 20 LF extensions on the East and West ends of the shed, standard lighting, initial permit, and 12 weeks rental.)

Contract Amount: \$14,950.00 plus sales tax

Rental every 30 days after the initial 12 weeks: \$897.00 per month plus sales tax

Terms of Payment

½ due at contract signing prior to installation.*

½ due when installation is complete (within 7 days).**

**Shop drawings and permit process will be started upon receiving signed proposal.*

***There will be a 3% finance charge if payment is not received within thirty (30) days from the invoice date.*

General Notes

1. If tax exempt, we must have tax-exempt certificate before work begins otherwise tax will be charged (forms received after 90 days of signed proposal cannot be accepted as per NYS Sales Tax Law)
2. Price is valid for sixty days.
3. Unauthorized erection of pipe frames is not permitted on the sidewalk shed. Cercone needs to issue written approval before pipe frames can be installed.
4. Please allow 14 business days upon signing of contract and deposit remittance to schedule installation.
5. Storage of any kind of material on top of the sidewalk shed/ pipe frames is prohibited.
6. Permit is included in cost: Yes
7. Shop drawings are attached: Yes. (The customer is responsible for keeping the drawings at the job site at all times.)
8. As per DOB code chapter 33, section 3307.3.1, item 3 sidewalk shed shall extend 5 feet past the building on both sides when the building is less than 100 feet in height, and 20 feet past the building on both sides when the building is over 100

feet in height, regardless of whether such extensions are in front of the property being developed or in front of the adjacent property. Extensions of sidewalk sheds complying with the foregoing shall be constructed so as not to unreasonably obstruct, either visually or physically, entrances, egress, driveway, and / or windows of adjacent properties (In other words sidewalk shed extensions may vary dependent on the circumstances present on the jobsite.)

** Customer will be responsible for notifying neighboring buildings that an extension will be installed on their property.**

A FEE WILL INCUR FOR CANCELED WORK DUE TO NEIGHBOR NOT ALLOWING WORK ON THEIR PROPERTY.

9. In the case that permit, drawings or authorization is required from another agency/ department (including but not limited to DOT, parks department, MTA, police) there will be additional fees charged to the customer.

10. Lights are included in cost: Yes. The customer is responsible for providing a source of power for the lights under the sidewalk shed and/or a dedicated GFI Protected Circuit for the lights within (25) feet of the sidewalk bridge. If the electrical cable needs to be run more than 25 feet from the sidewalk shed to the circuit box, there will be an additional cost of \$600.00 added on to the progress invoice. *Cercone does not inspect or maintain the lighting (including bulb replacement); this is the responsibility of the customer. If there are any malfunctions with the lights underneath the sidewalk shed, Cercone must be notified immediately.

11. Cercone is not responsible for any damages to trees, shrubs, flowerbeds, greenhouse, etc. which should be properly protected by the customer.

12. The remaining balance must be paid prior to sidewalk bridge/pipe frames/other equipment removal. Cercone reserves the right to dismantle and remove equipment due to a breach of contract (including but not limited to past due accounts).

13. The contractor/owner or managing agent renting sidewalk shed/pipe frames/other equipment is responsible for performing and recording daily inspections required by the DOB.

14. (6) Month Inspections and inspection letters must be requested by customer, Cercone will not be responsible for such violation(s) if not requested in a timely manner.

15. Any violation pertaining to work done by Cercone needs to be sent to our office immediately . If a violation is sent greater than 2 weeks from issuance, Cercone cannot be responsible for same.

16. In the case of any damages caused by other parties, Cercone must be notified immediately, so we can come and perform necessary repairs. The client will be billed accordingly based on damages.

17. As per DOB code, Sidewalk shed leg posts need to be mounted to the existing sidewalk for safety and stability. Cercone is not responsible for patching any holes left in the sidewalk.

18. The contractor/owner or managing agent renting sidewalk shed and/or pipe frames is responsible for performing and recording daily inspections required by the DOB.

19. Sign off is at additional cost of \$500 per permit and must be requested at time of removal. If sign off is requested after permit expiration date, there will be an additional fee for renewal/ reinstatement.

20. This is NOT a prevailing wages / union project.

21. If there is open violation on the building for “Work without the permit”, there will be additional charge for getting ECB waiver in order to obtain the permit.

22. All installations and/or removals shall be performed in a single phase unless otherwise specified. If the partial installation and/or removal is requested, there will be an additional fee charged to the customer. If Cercone is sent to a specific job site but cannot perform services for reasons beyond Cercone’s control, there will be additional charge for demobilization.

p.2

23. All sidewalk bridges/pipe frames shall be clear of debris and material prior to removal. During winter time, all sidewalk bridges shall be clear of snow and ice prior to removal. Fourteen (14) days written notice prior to removal is required.

24. Unless clearly stated in the proposal and requested in writing by the customer, the equipment is not waterproof and does not have any gutters and drainpipes.

25. If there are any modifications, relocations, maintenance of the equipment requested by the customer, Cercone will send a crew to provide services and then bill the customer appropriately.

26. If cancellation is received less than 48 hours prior to installation/removal date, demobilization fees may apply.

27. Permit Renewal: Permit renewal is at an additional cost of \$500 per permit. The renewal shall be requested by the customer 30 days prior to the expiration date. The customer shall provide signed and sealed letter from licensed engineer/architect which is acceptable by DOB. The letter to be provided 30 days prior to the permit being renewed. Any violations for expired permits will be the sole responsibility of the customer.

28. As per NYC code, if the sidewalk shed is installed by a fire escape exit, there should be an exit opening in case of fire. While work in progress, the contractor is responsible for covering the exit to prevent incident. The covering to be removed by the end of working day.

29. Acceptance of this proposal by Buyer shall be acceptance of all terms and conditions recited herein and shall result in a binding contractual agreement between the Buyer and Seller, which shall supersede any conflicting terms in any other contract document unless otherwise specifically stated herein. Any of the Buyer's terms and conditions in addition or different from this proposal are outside of this contract and intentionally not included herein and are objected to and shall be of no relevance or effect in interpreting this contract. Buyer's agreement herewith shall be evidenced by Buyer's signature hereon or by permitting Seller to commence work for the project.

29. Work called for herein is to be performed during the Seller's regular working hours. All work performed outside of such hours shall be authorized in writing by the Buyer and Seller and charged for the rates or amounts agreed upon by the parties at the time overtime is authorized.

30. Nothing in this agreement shall serve to void Seller's right to file a lien or claim on its behalf against the Buyer or any other party, in the event that any payment to Seller is not timely made or in event that Buyer breaches the contract in any other manner.

29. Acceptance of this proposal by Buyer

Respectfully submitted,

Henry G Cercone

Henry G. Cercone
President
Cercone Exterior Restoration Corp.

Acceptance of Proposal #LNY022823

The above proposal and price are satisfactory and are hereby accepted. You are authorized to perform this work.

Company: Living New York & Living Management

Authorized Signature:



Printed Name:

Claude Simon

Date:

May 18, 2023