

# PHOENIX

## SUTTON STR INC.

CUSTOMER: 534 West 42<sup>nd</sup> Street Condominium c/o Livingston Management  
BILLING ADDRESS: 225 West 35<sup>th</sup> Street, 14<sup>th</sup> fl. New York, NY 10001  
PHONE: 212-760-2690 E-MAIL: claudesimon@charleshenryproperties.com  
DATE: 3/17/2025 CELL: 912-441-0062  
JOB CONTACT: Claude Simon  
JOB LOCATION: 534 West 42 Street, New York, NY

### ***We propose to do the following:***

Transferring existing sidewalk shed (60 LF long x 8' high x 12' wide) from Cercone Exterior Restoration Corp. to KNS Building Restoration

Rental every 30 days **\$684.00** (All rentals are 100% taxable)

Transfer in effects as of **3/15/2025**

### **LL 47/2013 DOB requirement:**

The above mentioned customer is responsible for providing necessary sign with the address and owner/ general contractor information (Phoenix will not be responsible for violation associated with missing sign)

Please check one of the following:

- 1) The customer above will provide necessary sign ☐
- 2) Phoenix to obtain necessary sign at additional cost of \$150.00 \* ☐

\*Sign will read the customer listed above unless otherwise specified.

### **IMPORTANT NOTE:**

**Upon signing the contract, the customer has duty to inspect the equipment on daily basis. The customer must notify Phoenix about any defects or damages to the equipment immediately. Failure to do so might result in violation which will be the sole responsibility of a customer (included but not limited to penalties imposed and attorney's fees)**

### **TERMS OF PAYMENT:**

100% due upon signature

There will be a 1.5% finance charge if payment is not received within thirty (30) days from the invoice date.

### **NOTES:**

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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. Phoenix 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 always keeping the drawings at the job site**)
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 \$500.00 added on to the progress invoice. \*Phoenix 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, Phoenix must be notified immediately.
11. Phoenix 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. Phoenix reserves the right to dismantle and remove equipment or transfer the equipment (contract) to another entity 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.

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14. 6 Month Inspections and inspection letters must be requested by customer, Phoenix will not be responsible for such violation(s) if not requested in a timely manner.
15. Any violation pertaining to work done by Phoenix needs to be sent to our office immediately . If a violation is sent to if later than 2 weeks we cannot be responsible for any violations.
16. In the case of any damages caused by other parties, Phoenix 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. Phoenix 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. This is NOT a prevailing wages / union project.
20. 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.
21. 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 Phoenix is sent to a specific job site but cannot perform services for reasons beyond Phoenix’s control, there will be additional charge for demobilization.
22. 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.
23. 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.
24. If there are any modifications, relocations, maintenance of the equipment requested by the customer, Phoenix will send a crew to provide services and then bill the customer appropriately.
25. If cancellation is received less then 48 hours prior to installation/removal date, demobilization fees may apply.
26. Permit Renewal: Permit renewal is at an additional cost of \$400 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.
27. As per NYC code, if the sidewalk shed is installed by fire escape exit, there should be 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.
28. The design of the sidewalk shed, and / or pipe frames does not take into consideration the structural conditions of any vault(s) that may exist beneath the sidewalk. If there is a vault located underneath the sidewalk, the customer must provide access and structural plans of the vault in order for a licensed engineer to determine whether or not shoring will be required. The shoring price is not

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included and will be at an additional cost to be determined after inspection is done by the engineer.


29. Phoenix is not responsible for any violations associated with the erection an emergency sidewalk shed without permits due to an unsafe condition. The client must provide an Emergency declaration from the DOB, or an emergency letter from the engineer stating that there is an emergency condition at the site. The engineer who identified the unsafe condition is responsible for notifying the DOB about any unsafe condition. If any violations are issued to Phoenix, the fines, and the cost to resolve them will be billed back to the client.

AUTHORIZED SIGNATURE



PHOENIX SUTTON STR INC.

ACCEPTANCE OF PROPOSAL-title



DATE: 3/18/25