



TOWN OF NORTH HEMPSTEAD COMMUNITY DEVELOPMENT AGENCY
REQUEST FOR PROPOSALS

FOR

PROSPECT AVENUE
BOULEVARD BANNER INSTALLATION AND MAINTENANCE

TOWN OF NORTH HEMPSTEAD
COMMUNITY DEVELOPMENT AGENCY
51 Orchard Street
Roslyn Heights, NY 11577

June 30, 2021

1. **Description:** The Town of North Hempstead Community Development Agency (the "Agency") is seeking proposals from contractors (the "Contractor") for services to remove existing banner poles and install new banner poles and banners located along Prospect Ave in Westbury, New York. Banner poles provided by the Agency are a two-part banner pole with adjustable base strapped to pole and vinyl banner material with pole pocket at top and bottom approximately 18" x 36" in size. Banner poles and banners are to be mounted to low gas-lamp light poles approximately 10' high above the sidewalk right of way along the north and south side of Prospect Avenue. This work also includes banner maintenance, removal, and transportation of banners and hardware and takedown and reinstallation. The term for these services will be four years with an Agency option to extend for one year. While the Agency currently conducts these services, with other Town Departments from time to time this RFP is issued in compliance with the Agency's purchasing requirements and there is no guarantee as to the quantity of work.

The general extent of this Proposal, work, and obligations are described in this RFP and a more detailed description is described in Attachments A, B and C attached hereto.

2. **Qualifications:** The selected Contractor will be responsible for providing services in accordance with the scope of services outlined in this request for proposals (RFP). Contractors submitting proposals must be authorized to do business in the State of New York and shall possess a proven successful record of accomplishments spanning over a period of not less than 6-years for same work and services requested in this RFP. In addition, the service provider must be capable of furnishing required, insurance, equipment, transportation, machinery, supplies, tools, apparatus, incidentals, and labor and supervision necessary to provide the services of this RFP.
3. **Registration:** Participate in this RFP and receive updates and amendments by emailing your company contact information to cdadepartment@northhempsteadny.gov, attention **"PROSPECT AVENUE BOULEVARD BANNER INSTALLATION AND MAINTENANCE"**.
4. **Requests for Information and Addenda:** On or before **2:00 PM Tuesday, July 6, 2021, 2:00 PM** email questions in writing to the TNH CDA at cdadepartment@northhempsteadny.gov. Questions may result in addenda. Addenda will be posted on the Agency website at
5. **Proposal Due Date:** Submit proposals to the Town of North Hempstead Community Development Agency, 51 Orchard Street, Roslyn Heights, New York, 11577-1326 on or before **2:00 P.M., Tuesday, July 13, 2021** in sealed envelope marked **"PROSPECT AVENUE BOULEVARD BANNER INSTALLATION AND MAINTENANCE PROPOSAL"**.

6. **Form of Proposal:** All Proposals submitted to the Agency are required to be sealed and contain the following materials:

- a. Contractors Proposal Documents **Attachment A** containing:
 - i. Contractor Proposal form,
 - ii. List of equipment, machinery, and vehicles,
 - iii. Biography of key office and field employees who will work on the projects,
 - iv. List of three similar projects with contact info,
 - v. List of subcontractors, if any,
 - vi. Copy of Masters Plumbers License.

- b. Contractors Proposal Qualification Statement **Attachment B** containing:
 - i. Statement of Understanding,
 - ii. Disclosure Statement,
 - iii. Non-Collusive Proposal Certification,
 - iv. Insurance Certification, and
 - v. Acknowledgement of Addenda).

- c. Agreement **Attachment C** containing:
 - i. Agreement, and
 - ii. Contract Documents **Exhibit A**

7. **Selection and Evaluation:** The Agency will select a Contractor based on evaluation of Proposals received and reserves the right to enter into negotiations with a Contractor offering the next-best value. If the Agency is unable to negotiate an agreement with a Contractor. Proposals will be evaluated based on a point system (pts); RFP Compliance 20 pts, Experience 30 pts, Resources 20 pts, and Price 30 Points, 5 pts extra for MWBE and Section 3 Concerns. The Agency reserves the right to seek supplemental information from any proposer at any time between the dates of proposal submission and the RFP award. Such information will be limited to clarification or amplification of questions asked in the original proposal. Any proposer may be subject to personal interview and a scheduled inspection of their business premises prior to award. The Agency may also take into account any other factors it deems necessary in evaluating each Proposal. The Contractors Proposal must embrace a concept that the Proposer will satisfy all of the objectives and services in the most cost-effective and efficient way possible. The Agency reserves the right to waive inconsequential irregularities, reject all Proposals, or issue contract for all work or part of the work to one or more than one Contractor. The Agency will not award this contract to "Broker-Type" contractors who do not directly employ workers who perform the work under the contract but who propose to have or secretly have all work and equipment provided by and or performed by subcontractors.

8. **Conditions:** This is a Davis Bacon Act project; prevailing wage rates, field wage rate monitoring, and submission of certified payroll apply. This is a tax-exempt project. Woman Owned, Section 3 Businesses, and New York State M/WBE certified contractors are encouraged to submit Proposals. The Agency is not liable for any cost incurred by proposer prior to issuance of an agreement, contract, or purchase order in connection with any Proposal submitted to the Agency. Materials submitted in connection with this RFP become property of the Agency. The Agency has the right to use any or all ideas presented in reply to this RFP, subject to the limitations outlined in Proprietary Information below. Disqualification of a proposer does not eliminate this right. Proprietary Information - Any restrictions on the use of data contained within a proposal must be clearly stated in the proposal itself. Proprietary information submitted in response to this RFP will be handled in accordance with applicable Agency procurement regulations. All Proposers shall be presumed to understand all of the terms, conditions and requirements of the RFP and related documents.

ATTACHMENT A

Contractors Proposal Documents

Contractor's Proposals shall consist of the following documents:

1. Contractor Proposal form,
2. List of equipment, machinery, and vehicles,
3. Short biography of key office and field employees who will work on the projects,
4. List of six similar projects with contact info,
5. List of subcontractors, if any, and
6. List of Contractors licenses and certifications applicable to the work.

Complete and submit above item "1. Contractors Proposal" form.

In addition, submit above items "2- 6" on Proposers stationery or sheets provided.

[ABOVE MANDATORY CONTRACTOR PROPOSAL DOCUMENTS APPEAR ON FOLLOWING PAGES]

CONTRACTOR PROPOSAL FORM**

PROJECT: PROSPECT AVENUE BOULEVARD BANNER INSTALLATION AND MAINTENANCE

A. Remove Existing Banner Pole, Install New Banner Poles and New Banners:		
No. of Streetlight Locations	Each Street Light-Double Banner	Lump Sum Price
123	\$ _____	\$ _____

B. Banner Maintenance Activities After Initial Installation:		
No. of Streetlight Locations	Price per Single Banner	Price per Double Banner
1 to 4*		
5 to 9		
10-24		
25-49		
50-99		
100 – 199		
200 – 250 or more		

- Prices quoted above include:
- Performance of maintenance activities after initial installation such as straightening, lifting, and reinstallation if not caused by acts of nature including removal of damaged or expired banner(s) and installation of new banner(s), and
 - Perform work within 5 business days after Agency’s request; and
 - Perform work without delay after Agency’s request when dangerous banner or pole condition exists; and
 - Provide transportation of banners to and from Agency’s office to field for reuse.

Describe any other fees not already listed above: _____

Describe means and methods by which your firm will fulfill the services of this contract _____

*If damage is sustained due to acts of nature, the event producer cost to straighten, lift, or reinstall or otherwise repair any banner will be at the single banner rate installation quoted above
** Proposer shall verify all conditions and assemblies before submitting proposal.

Name of Contractor

Title of Person Signing

Signature

LIST OF EQUIPMENT, MACHINERY AND VEHICLES

PROJECT: PROSPECT AVENUE BOULEVARD BANNER INSTALLATION AND MAINTENANCE

Name and Address of proposer _____

BIOGRAPHY OF KEY OFFICE AND FIELD EMPLOYEES WHO WILL WORK ON THE PROJECTS.

PROJECT: PROSPECT AVENUE BOULEVARD BANNER INSTALLATION AND MAINTENANCE

Name and Address of proposer _____

LIST OF SIX SIMILAR PROJECTS AND CONTACT INFO.

PROJECT: PROSPECT AVENUE BOULEVARD BANNER INSTALLATION AND MAINTENANCE

Name and Address of proposer _____

SUBCONTRACTORS LIST

PROJECT: PROSPECT AVENUE BOULEVARD BANNER INSTALLATION AND MAINTENANCE

Name and Address of proposer _____

CONTRACTORS LICENSES APPLICABLE TO THE WORK.

PROJECT: PROSPECT AVENUE BOULEVARD BANNER INSTALLATION AND MAINTENANCE

Name and Address of proposer _____

ATTACHMENT B

CONTRACTORS QUALIFICATION STATEMENT

The Contractors Qualifications Statement shall consists of the following documents:

1. Statement of Understanding;
2. Disclosure Form;
3. Non collusive Proposal Certification;
4. Certification of Insurance (to be completed by an authorized insurance agent); and
5. Addenda Acknowledgement.

Complete ALL FIVE forms and submit with Proposal.

THE AGENCY RETAINS THE ABSOLUTE RIGHT TO REJECT ANY PROPOSAL THAT FAILS TO INCLUDE COMPLETE AND ACCURATE ORIGINALS OF ALL FIVE FORMS INCLUDING ALL APPROPRIATE ACKNOWLEDGMENT(S) AND BEARING THE SIGNATURE OF A NOTARY PUBLIC.

[ABOVE MANDATORY CONTRACTOR QULIFICATION STATEMENTS APPEAR ON THE FOLLOWING PAGES]

STATEMENT OF UNDERSTANDING

By signing in the space provided below, the undersigned certifies, under penalty of perjury, as follows:

1. I am duly authorized to submit this Proposal on behalf of the below listed sole proprietorship/company/partnership /corporation.
2. That he/she has read and understands all terms and conditions pursuant to this Proposal.
3. That he/she has the capacity to and will abide by all terms and conditions pursuant to this Proposal.
4. That he/she agrees to accept payment in accordance with the requirements of the Proposal; and
5. That he/she agrees that the proposed submitted to the Agency shall be irrevocable and that he/she will, if his/her Proposal is accepted, enter into a contract with the Agency pursuant to the terms and conditions set forth in the RFP.
6. That he/she certifies that his/her sole proprietorship/company/partnership/corporation will carry all types of insurance specified in the contract.

The undersigned further stipulates that the information in this Proposal is, to the best of its knowledge, true and accurate.

Signature

Name of Contractor

Title of Person Signing

County of _____

State of _____

Subscribed and Sworn to before me on

this ___ day of _____, 20_____

(Notary Public)

DISCLOSURE FORM

The signing of this questionnaire certifies under oath the truth and correctness of all Statements and of all answers to interrogatories hereinafter made.

Provide answers to each of the following questions and supporting documentation, where necessary:

1. **Adverse Equal Opportunity Determine nations:** Identify all adverse determinations against your Company/Corporation/Partnership, or its employees or persons acting on its behalf, with respect to actions, proceedings, claims or complaints concerning violations of state, Federal or municipal equal opportunity laws or regulations.

2. **Convictions and Unscrupulous Practice:** Has your Company/Corporation/Partnership, or any of its employees present or past, or anyone acting on its behalf, ever been cited for unscrupulous practice, or been convicted of any crime or offense arising directly or indirectly from the conduct of your Company/Corporation/Partnership's business, or has any of your Company/Corporation/Partnership's officers, director or persons exercising substantial policy discretion ever been convicted of any crime or offense involving business/financial misconduct or fraud? If so, describe the convictions and surrounding circumstances in detail.

3. **Pending or Threatened Actions/Suits:** Describe any past or present action, suit, proceeding or investigation pending or threatened against your Company/Corporation/Partnership including, without limitation, any proceeding known to be contemplated by government authorities, private parties, or current or former clients.

4. **Criminal Misconduct:** Has your Company/Corporation/Partnership, or any of its employees, or anyone acting on its behalf, been indicted or otherwise charged in connection with any criminal matter arising directly or indirectly from the conduct of your Company/Corporation/Partnership's business which is still pending, or has any of the Company/Corporation/Partnership's officers, directors or persons exercising substantial policy discretion been indicted or otherwise charged in connection with any criminal matter involving business or financial misconduct or fraud which is still pending? If so, describe the indictments or charges and surrounding circumstances in detail.

5. **Conflicts of Interest:** Disclose any of the following, and describe any procedures your Company/Corporation/Partnership has, or would adopt, to assure the Agency that a conflict of interest would not exist in the future.
- a. Any material financial relationships that your Company/Corporation/Partnership or any Company/Corporation/Partnership employee has that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Agency.
 - b. Any family relationship that any employee of your Company/Corporation/Partnership has with a member, employee, or official of the Agency or that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Agency.
 - c. Any other matter that your Company/Corporation/Partnership believes may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Agency.

THE AGENCY RETAINS THE ABSOLUTE RIGHT TO REJECT ANY PROPOSAL THAT FAILS TO INCLUDE A COMPLETE DISCLOSURE STATEMENT FORM.

Dated this _____, day of _____, 21_____

 (Signature of Individual)

 (Print First and Last Name)

 (Print Title)

By: _____ (Seal, if corporation) (Signature)
 (Legal Business Name of Company/Partnership /Corporation)

[MANDATORY AFFIDAVIT(S) AND ACKNOWLEDGMENT APPEAR ON FOLLOWING PAGE]

-----**(Affidavit for Individual)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is an authorized representative of the Contractor; b) he/she has read all Statements and answers to this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory the Financial Disclosure; c) the attached letter of credit/certified copy of credit report or financial statement, taken from his/her books, is a true and accurate statement of his/her financial condition as of the date thereof; and d) all of the foregoing qualification information is true, complete, and accurate.

-----**(Affidavit for Partnership)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is member of the partnership of, b) he/she has read all statements and answers this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory Financial Disclosure; c) he/she is familiar with the books of said partnership showing its financial condition; d) the attached letter of credit/certified copy of credit report or financial statement, taken from the books of said partnership, is a true and accurate statement of the financial condition of the partnership as of the date thereof; and e) all of the foregoing qualification information is true, complete and accurate.

-----**(Affidavit for Corporation)**-----

_____ being duly sworn deposes and says, under penalty of perjury, that: a) he/she is _____ of _____ (Full Legal Name of Corporatism); b) he/she has read all statements and answers this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory Financial Disclosure; c) he/she is familiar with the books of said corporation showing its financial condition; d) the attached letter of credit/certified copy of credit report or financial statement, taken from the books of said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof; and d) that all of the foregoing qualification information is true, complete and accurate.

-----**(Acknowledgement)**-----

_____ being duly sworn, deposes and says, under penalty of perjury, that he/she is _____ of _____ (Full Legal name of Origination) that he/she is duly authorized to make the foregoing affidavit and that he/she makes it on behalf of (_) himself/herself, (_) said partnership, (_) said corporation.

COUNTY OF _____

STATE OF _____

Subscribed and sworn to before me on

this ___ day of _____, 21_____

(Notary Public)

NONCOLLUSIVE PROPOSAL CERTIFICATION

By submission of this Proposal, each Contractor and each person signing on behalf of any Contractor certifies, and in the case of a joint Proposal each party thereto certifies as to its own Contractor, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Contractor or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Contractors and will not knowingly be disclosed by the Contractors prior to opening, directly or indirectly, to any other Contractors or to any competitor; and
- (3) No attempt has been made or will be made by the Contractors to induce any other person, partnership, or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

I, hereby certify under the penalties of perjury that the foregoing statement is true.

By: _____

Signature	Date
_____	_____
Print Name	Title
_____	_____
Legal Name of Individual or Business Name of Company/Partnership/Corporation	Organizations' State Tax Identification #
_____	_____
Address	Email Address
_____	_____

[MANDATORY ACKNOWLEDGMENT APPEAR ON FOLLOWING PAGE]

------(Acknowledgment for Individual) -----

STATE OF)

COUNTY OF)

ss.:

On ____, 21 ____ before me personally came _____ to me known, and known to me to be the individual(s) described in, and who executed the foregoing NONCOLLUSIVE PROPOSAL CERTIFICATION, and duly acknowledged to me that s/he executed the same.

(Notary Public)

My commission expires _____

------(Acknowledgment for Partnership)-----

STATE OF)

COUNTY OF)

ss.:

On ____, 21 ____ before me personally came _____ to me known, who, by me duly sworn, did depose and say that deponent resides at _____; that deponent is a member of the partnership described in and which executed the foregoing NONCOLLUSIVE PROPOSAL CERTIFICATION; deponent is authorized to sign the foregoing NONCOLLUSIVE PROPOSAL CERTIFICATION.

(Notary Public)

My commission expires

------(Acknowledgement for Corporation)-----

STATE OF)

COUNTY OF)

ss.:

On ____, 21 ____ before me personally came _____ to me known, who, by me duly sworn, did depose and say that deponent resides at _____ that deponent is the _____ of the corporation described in, and which executed the foregoing NONCOLLUSIVE PROPOSAL CERTIFICATION, that deponent knows the seal of the corporation, that the seal affixed to the NONCOLLUSIVE PROPOSAL CERTIFICATION, is the corporate seal, that it was affixed by order of the board of the corporation; and that deponent signed deponent's name by like order.

(Notary Public)

My commission expires

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The Proposer hereby acknowledges that he/she has received and that he/she has considered in the preparation of his/her Proposal, all requirements in the following Addenda to this RFP:

Note: This acknowledgement shall be signed by the person executing the Statement of Understanding.
 Insert additional pages, as necessary.

Addenda Date		Acknowledgement Signature
No Addenda received for this Proposal		

IMPORTANT NOTICE

THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL PROPOSERS.

IF NO ADDENDA WAS ISSUED, ACKNOWLEDGE THAT BY SIGNING NEXT TO THE "No Addenda received for this Proposal" IN THE ACKNOWLEDGMENT BOX.

THE AGENCY RETAINS THE ABSOLUTE RIGHT TO REJECT A PROPOSAL THAT FAILS TO INCLUDE THIS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

Name and Address of Proposer _____

INSURANCE CERTIFICATION

Authorized Insurance Agent please complete this Insurance Certification and attach copies of proof of insurance as follows:

This form and all supporting documentation must be submitted with Proposal even if said information is on-file with the Agency in connection with another Proposal, project, or contract.

Name and Address of Proposer _____

- (a) **Cancelation Notices:** Provide for each insurance coverage not to be canceled, materially changed, or not renewed without at least a thirty (30) day advance written notice to the Town of North Hempstead Community Development Agency, 51 Orchard Street Roslyn Heights New York 11577 by certified mail return receipt requested."
- (b) **Additional Insured:** Provide General Liability and Umbrella/Excess Liability additional insured status inclusive of products and Completed Operation Coverage, Waiver of Subrogation on a Primary NonContributory basis in favor of the following individuals and organizations and their directors, officers, board members and employees with without exception to organizational structure (e.g., Federal, State, or Local government, Corporation, Partnership, Not-For-Profit, Sole Proprietor) (hereinafter referred to as "Additional Insured", "Agency", or "Town").
 - 1. **Town of North Hempstead Community Development Agency, 51 Orchard St, Roslyn Heights, New York 11577**
 - 2. **Town of North Hempstead, 220 Plandome Road, Manhasset, NY 11030**
- (c) **Worker's Compensation:** Provide Workers Compensation Certificate on a C-105, including Waiver of Subrogation.
- (d) **Commercial General Liability:** Provide Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than Two Million (\$2,000,000.00) dollars per occurrence and Two Million (\$2,000,000.00) dollars per aggregate and the aggregate must be applicable on a per-project basis. If desired, Commercial General Liability Two Million (\$2,000,000.00) dollars per occurrence may be satisfied by providing a combination of General Liability and/or Umbrella or Excess liability conveyance. Coverage must include the following:
 - 1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
 - 2. Completed Operations/Product Liability.
 - 3. Broad Form Property Damage.
 - 4. Personal and Advertising Injury Liability.
 - 5. Independent Contractors.
 - 6. Provide copy of the blanket Additional Insured, Waiver of Subrogation and Primary NonContributory basis endorsements
 - 7. Coverage is to be provided on an "occurrence" basis with carries licensed to do business in the State of New York or otherwise acceptable to the Agency.
- (e) **Umbrella Liability:** Provide Umbrella Liability of at least One Million (\$1,000,000) dollars to include coverage for General Liability. If General Liability meets the Two Million (\$2,000,000) dollars per occurrence requirement, the Umbrella and/or Excess policy will not be needed.
- (f) **Commercial Automobile Liability:** Provide Commercial Automobile Liability covering the use of all Owned, Non-Owned, and Hired vehicles with combined Bodily Injured and Property Damage Limit of at least Five Hundred Thousand (\$500,000) Dollars.
- (g) **XCU Coverage:** Provide XCU Coverage is *required for Demolition Contractors* and must clearly be indicated on the certificate of Workers Compensation and General Liability insurance or a copy of the current policy along with all endorsements that make up the policy are given to the *Town of North Hempstead Community Development Agency*. XCU coverage means (Underground, Explosion, and Collapse).

The above insurance is effective with New York State admitted insurance companies, and is A rated or equivalent to A rated.

Name, Insurance Affiliation and Address: _____

_____ Date _____

ATTACHMENT C

AGREEMENT and CONTRACT DOCUMENTS

Contractor's Proposal shall consist of the following documents:

1. **Agreement:** *Initial each page, sign before a notary where indicated and submit with Proposal. Upon selection of contractor the Agency will counter sign and return to awarded contractor.*
2. **Exhibit A – Contract Documents**
 - a. **Scope of Work:** *Initial each page and submit with Proposal.*
 - b. **General Conditions:** *Initial each page and submit with Proposal.*
 - c. **Banner Pole Specification:** *Initial each page and submit with Proposal.*
 - d. **Prospect Ave Boulevard Banner Specification:** *Initial each page and submit with Proposal.*
 - e. **Davis-Bacon and Related Acts:** *Initial each page and submit with Proposal.*

Initial each page of above documents, sign and date where indicated and submit with Proposal.

THE AGENCY RETAINS THE ABSOLUTE RIGHT TO REJECT ANY PROPOSAL THAT FAILS TO INCLUDE COMPLETE AND ACCURATE ORIGINALS OF ABOVE FORMS INCLUDING APPROPRIATE INITIALS, AND SIGNATURE OF A NOTARY PUBLIC.

[ABOVE MANDATORY CONTRACT DOCUMENTS APPEAR ON FOLLOWING PAGES]

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AGREEMENT

THIS AGREEMENT ("Agreement") and its attachments contain the entire understanding between the parties the Contractor ("Contractor") and the Town of North Hempstead Community Development Agency (the "Agency") referred together as the "Parties", and individually as a "Party").

The Contractor _____, with a principal place of business at _____, and _____, and

The Agency with its principal place of business at 51 Orchard Street, Roslyn Heights, New York 11577, and

WHEREAS the Agency engages the Contractor to perform the work (the "Work").

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and for the good and valuable consideration, it is agreed:

SECTION 1. Engagement of Contractor by Agency: The Agency engages the Contractor to provide all services, supply all materials and equipment, and perform the Work described in the Contract Documents.

Section 2. Contract Documents: This Agreement is comprised of multiple exhibits and documents each of which is identified in Exhibit A, "Contract Documents". Each such exhibit and document identified in Exhibit A is incorporated fully by reference into this Agreement and shall collectively be referred to as the Contract Documents.

SECTION 3. Time:

- a) Time for Performance: The Contractor shall, **within Seven (7) calendar** days from the Agency Work Order start date begin performance of Work and shall substantially complete the Work **within Seven (7) calendar** days.
- b) Duration of Contract: This contract is full force and effect until complete.

SECTION 4. Insurance:

- a) Contractor and all Subcontractors at its sole cost and expense shall maintain and keep in full force and effect insurance coverage and limits with Best's Rating of A or better insurance companies licensed to do business in the State of New York as set forth in the Contract Documents.
- b) Prior to commencement of any work under this Contract and until completion and final acceptance of the work; the Contractor shall, at its sole expense, maintain insurance on its own behalf, and furnish to the Agency, and the General Contractor (if applicable), certificate of insurance evidencing same and reflecting the effective date as such coverage as set forth in the Contract Documents.

SECTION 5. Changes: The Parties can only amend this Agreement, including the Work by a written agreement signed by both Parties and approved by the Agency.

SECTION 6. Agency's Authority to Engage Professional Representative: The Agency may engage a professional (the "Agency's Representative") at his own cost and expense to represent or advise the Agency in connection with the performance of his rights or obligations under this Agreement. If the Agency retains a Representative, he shall inform the Contractor in writing of the Agency's Representative's name, address, telephone number, facsimile transmission number, and e-mail address.

SECTION 7. Compensation: The Agency agrees to pay to the Contractor based on "Unit Prices" listed in the Contract Documents.

SECTION 8. Payment: The Agency agrees to pay the Contractor the Compensation Amount in areas upon satisfactory completion of the Work and such other conditions set forth in this Agreement.

SECTION 9. Conditions Precedent to Payment: No payment of all or any portion of the Compensation Amount shall be made until the following conditions are satisfied, each and every time a payment is requested (the "Payment Application"):

- 1. The Contractor shall submit a Payment Application with a Contractor Certification affirming that the Contractor is in compliance with the terms, provisions, covenants, and conditions of this Agreement. The Agency representative shall perform inspections of the Work during work and or after the Work.

2. Payment Application forms are supplied by the Agency, completed, and submitted to the Agency by the Contractor.
3. The Contractor shall submit certified payrolls, conditional waivers of mechanics and material liens signed by the Contractor, Subcontractors, and suppliers that have undertaken the Work or provided the materials for which payment is sought.
4. The Contractor shall submit copies of all governmental permits, receipts for applications and permit applications, licenses, certificates, consents, and approvals required for the Work, including, if the Contractor seeks final payment.
5. The Contractor shall submit proof of insurance required pursuant to Section 4 hereof.
6. Contractor shall provide complete Taxpayer Identification Number ("TIN") and Certification, Form W-9, as issued by the Internal Revenue Service.
1. If payment sought constitutes final payment of the Agreement Amount:
 - a. The Contractor shall submit a certificate of completion for the Work issued by agencies and departments having jurisdiction over the work.
 - b. The Contractor shall submit a general release signed by the Contractor, accompanied by an affidavit that all Subcontractors, laborers, and material men have been paid in full.
 - c. The Agency shall have inspected the Work for which payment is sought and have found it satisfactory. If any Work undertaken is defective or inconsistent with this Agreement in the option of Agency the value of that Work shall be deducted from the payment amount sought by the Contractor.

SECTION 10. Defects after Completion: The Contractor shall guarantee the Work for a period of twelve (12) months from the date of its final acceptance by the Agency, with the written approval of the Agency. Furthermore, the Contractor shall furnish the Agency or the Agency's Representative with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Agreement. Any defects that appear within this twelve (12) month period and arise out of defective or improper materials or workmanship shall be corrected and made good by the Contractor at its sole cost and expense.

SECTION 11. Subcontracting: The Contractor shall not be required to employ any Subcontractor (the "Subcontractors") against whom it has a reasonable objection. The Contractor agrees that it is fully responsible for all acts and omissions of its Subcontractors and their servants, agents, officers, directors, members, or employees, and the acts and the omissions of itself, its servants, agents, officers, directors, members, or employees. The Contractor shall not subcontract any part of the Work or permit any subcontracted Work to be further subcontracted without prior written notice of the same to the Agency. The presence of a worker not directly employed and insured by the Subcontractor at Premises shall constitute a default by Contractor pursuant to Section 16 hereof.

SECTION 12. Right to Use Others: Agency reserves the right to utilize others to perform work similar to the services provided hereunder.

SECTION 13. Indemnification, Defense, and Cooperation:

- (a) To the fullest extent permitted by law, the Contractor, and all Subcontractor's:
- 1) Shall be solely responsible for and shall indemnify and hold harmless the Agency, the Town, and their members, officers, employees, agents, and servants (collectively, the "Indemnitees"), from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements), and damages (collectively, "Losses"), including Losses sustained by Contractor or any employee, servant, agent, Subcontractor, or other independent contractor of Contractor ("Contractor's Agent"), arising out of or in connection with this Agreement.
 - 2) Shall, upon the Agency's demand and at the Agency's direction, promptly and diligently defend, at the Contractor's sole risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnitees and which arise out of or in connection with this Agreement, and the Contractor shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith.
 - 3) The Contractor shall and shall cause Contractor's Agents to, cooperate with the Agency in connection with the investigation, defense, or prosecution of any action, suit, or proceeding arising out of or in connection with this Agreement.
 - (b) The obligations of the Contractor pursuant to Section 15 (a) hereof shall not be limited by reason of enumeration of any insurance coverage provided under this Agreement.
 - (c) Nothing in this Section 15 or elsewhere in this Agreement shall create or give third parties any claim or right of action against the Agency beyond that which legally exists regardless of the provisions of this Agreement.
 - (d) General Contractor shall cause all Subcontractors to sign and submit to the Agency an indemnification and hold harmless agreement as set forth in detail attached hereto "Indemnification and Hold Harmless Agreement").
 - (e) The provisions of this Section 13 shall survive the termination of this Agreement.

SECTION 14. Default and Waiver: In case of a default by the Contractor or the failure by Contractor to perform any of its obligations under this Agreement, the Agency may procure the Work from others ("Others") and shall pay Others from any unpaid Compensation amounts of this Agreement and shall hold the Contractor responsible for any excess cost of this Agreement Compensation amount occasioned thereby. A waiver of any breach of any term in this Agreement will not be considered (1) a waiver of a further breach of the same term, or (2) a waiver of a breach of any other term, or (3) a waiver of the Agency's right to declare an immediate or subsequent default.

SECTION 15. Approval of Agreement and Counterparts: This Agreement must be accepted in writing by the Agency before it is deemed effective for the receipt of Financial Assistance. All signatories to this Agreement agree that facsimile and or digitally transmitted signatures on this Agreement and on documents related to this Agreement are acceptable and shall effectuate this Agreement and the related documents, and this agreement may be signed in counterparts. This Agreement may be signed in one or more counterparts, and each counterpart will be considered an original Agreement. All of the counterparts will be considered one document and become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other.

SECTION 16. Assignments, Successors, and Assigns: The Contractor cannot assign this agreement or any right or obligation under this Agreement without the prior consent of the Agency. If this Agreement is properly assigned, then it will bind the successors and assigns of the parties.

SECTION 17. Applicable Law, Jurisdiction, and Venue: This Agreement will be governed by and interpreted by New York State Law. Any lawsuits arising directly or indirectly out of this Agreement shall be litigated in District Court or Supreme Court, Nassau County, NY.

SECTION 18. Severability: Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Agreement will remain in effect.

SECTION 19. Notices: All required notices must be in writing and will be considered given when delivered (1) personally, or (2) by certified mail to the addresses of the Parties above (or any other address that is specified in writing by either Party and to the Town of North Hempstead Community Development Agency, 51 Orchard Street, Roslyn Heights, NY 11577, Attn: Joseph Santamaria.

SECTION 20. Effective Date: effective date of this Agreement is the date it is signed on behalf of City. This Agreement shall remain in full force and effect until amended or terminated; provided, that the indemnification and hold harmless provisions shall survive the termination.

SECTION 21. Entire Agreement: This Agreements and its attachments contain the entire understanding between the Parties.

WE, the undersigned, have read this Agreement and fully understand the terms and conditions of this Agreement, and the Contract Documents.

 Print Name of Company

 Print Company Officer's Name

 Print Company Officer's Title

X _____
 Officer Signature Date

Town of North Hempstead Community Development Agency

 Print Agency Representative Name

 Print Agency Representative Title

X _____
 Agency Representative Signature Date

ACKNOWLEDGMENTS

AGENCY

STATE OF NEW YORK)
) ss:
COUNTY OF NASSAU)

On the ___ day of _____ in the year 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

AGENCY

STATE OF NEW YORK)
) ss:
COUNTY OF NASSAU)

On the ___ day of _____ in the year 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

CONTRACTOR

STATE OF NEW YORK)
) ss:
COUNTY OF _____)

On the ___ day of _____ in the year 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

AGREEMENT 001

**PROSPECT AVENUE
BOULEVARD BANNER INSTALLATION AND MAINTENANCE**

Exhibit A

Contract Documents

This Exhibit A is comprised of multiple exhibits and documents each identified in Exhibit A herein as follows:

1. Insurance
2. Indemnification and Hold Harmless Agreement
3. Contractor Proposal Form
4. Scope of Work
5. General Conditions
6. Prospect Avenue Boulevard Banner Specification
7. Banner Pole Specification and Installation.
8. Davis Bacon and Related Acts
9. Town of North Hempstead Licensing and Access Agreement (*Inserted after contract award*)
10. Work Order (*Inserted after contract award*)
11. Requisition for Payment (*Inserted after contract award*)
12. Waiver of Liens (*Inserted after contract award*)
13. Payment Affidavit (*Inserted after contract award*)

INSURANCE

Section 1. Instructions:

- (a) The Contractor shall file certificates of insurance with the Agency, which shall be subject to the Agency, the and their representatives' acceptance of the insurance as per the Agreement. Email insurance certificates to the Agency at cdadepartment@northhempsteadny.gov. In addition, feel free to call (516) 869-2480 for questions regarding insurance.
- (b) The contractor's name on the insurance certificate, the signed contract, and related certificates shall all be the same.
- (c) Provide Accord 25 and Accord 855 or a complete copy of insurance policies, including all endorsements and forms.
- (d) Additional Insureds must be written on forms ISO CG2010 11 85 or Equivalent along with ISO CG2037 or Equivalent forms. On General Liability and Umbrella/Excess Liability write-out job location, and complete name and address of each additionally insured.

Section 2. Conditions:

- (a) Amount of insurance contained in insurance coverages shall not be construed to be a limitation of the liability on the part of the Contractor or any of its Subcontractors.
- (b) Any type of insurance or any increase of limits of liability not required, which the Contractor requires for its own protection or on account of a statute shall be its own responsibility and its own expense.
- (c) The carrying of required insurance shall in no way be interpreted as relieving the Contractor of any responsibility of liability under this Agreement.
- (d) Should the Contractor engage a Subcontractor the same insurance requirements will apply including but not limited to the insurance requirements of this Agreement.
- (e) Waiver of subrogation: Subcontractor hereby waives all rights of subrogation against the Agency and the Town with respect to losses, claims, or costs arising out of or in connection with the work. The waiver of subrogation will be required on both General Liability and Workers Compensation.
- (f) Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.

Section 3. Insurance Coverages: Insurance coverages must include:

- (h) **Cancelation Notices:** Provide for each insurance coverage not to be canceled, materially changed, or not renewed without at least a thirty (30) day advance written notice to the Town of North Hempstead Community Development Agency, 51 Orchard Street Roslyn Heights New York 11577 by certified mail – return receipt requested.”
- (i) **Additional Insured:** Provide General Liability and Umbrella/Excess Liability additional insured status inclusive of products and Completed Operation Coverage, Waiver of Subrogation on a Primary NonContributory basis in favor of the following individuals and organizations and their directors, officers, board members and employees with without exception to organizational structure (e.g., Federal, State, or Local government, Corporation, Partnership, Not-For-Profit, Sole Proprietor) (hereinafter referred to as “Additional Insured”, “Agency ”or Town”).
 - 1. **Town of North Hempstead Community Development Agency, 51 Orchard St, Roslyn Heights, New York 11577**
 - 2. **Town of North Hempstead, 220 Plandome Road, Manhasset, NY 11030**
- (j) **Worker’s Compensation:** Provide Workers Compensation Certificate on a C-105, including Waiver of Subrogation.
- (k) **Commercial General Liability:** Provide Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than Two Million (\$2,000,000.00) dollars per occurrence and Two Million (\$2,000,000.00) dollars per aggregate and the aggregate must be applicable on a per-project basis. If desired, Commercial General Liability Two Million (\$2,000,000.00) dollars per occurrence may be satisfied by providing a combination of General Liability and/or Umbrella or Excess liability conveyance. Coverage must include the following:
 - 8. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.

9. Completed Operations/Product Liability.
10. Broad Form Property Damage.
11. Personal and Advertising Injury Liability.
12. Independent Contractors.
13. Provide copy of the blanket Additional Insured, Waiver of Subrogation and Primary NonContributory basis endorsements
14. Coverage is to be provided on an "occurrence" basis with carries licensed to do business in the State of New York or otherwise acceptable to the *Agency*.

- (l) **Umbrella Liability:** Provide Umbrella Liability of at least One Million (\$1,000,000) dollars to include coverage for General Liability. If General Liability meets the Two Million (\$2,000,000) dollars per occurrence requirement, the Umbrella and/or Excess policy will not be needed.
- (m) **Commercial Automobile Liability:** Provide Commercial Automobile Liability covering the use of all Owned, Non-Owned, and Hired vehicles with combined Bodily Injured and Property Damage Limit of at least Five Hundred Thousand (\$500,000) Dollars.
- (n) **XCU Coverage:** Provide XCU Coverage is *required for Demolition Contractors* and must clearly be indicated on the certificate of Workers Compensation and General Liability insurance or a copy of the current policy along with all endorsements that make up the policy are given to the *Town of North Hempstead Community Development Agency*. XCU coverage means (Underground, Explosion, and Collapse).

Remainder of this page is intentionally blank.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Agreement made the day hereinafter set forth by and between

(the "Contractor and or Sub-Contractor-Contractor"), and

(the "Agency and or General Contractor") hereafter referred to as Agency and or General Contractor

1. **Indemnity.** In consideration of the Contract Agreement, and to the fullest extent permitted by law, the Contractor and or Sub-Contractor shall defend and shall indemnify, and hold harmless, at Contractor's /Sub-Contractor's sole expense, the Agency and or General Contractor of the property and the officers; directors, agents, employees, successors and assigns of each of them from and against all liability or claimed liability for bodily injury or death to any person(s), and for any and all property damage, including all reasonable attorney fees, disbursements, and related costs, arising out of or resulting from the Work covered by this Contract Agreement to the extent such Work was performed by or contracted through the "Contractor" or by anyone for whose acts the "Contractor" may be held liable, excluding only liability created by the sole and exclusive negligence of the Indemnified Parties, the Agency and or the General Contractor . This indemnity agreement shall survive the completion of the Work specified in the Contract Agreement.

2. **Insurance.** The "Contractor and or Sub-Contractor-contractor shall produce and shall maintain until final acceptance of the Work, such insurance as will protect the Agency and or General Contractor, all entities the Agency and or General Contractor are required to indemnify and hold harmless, the Agency, and their officers, directors, agents, and employees, for claims arising out of or resulting from Contractor's and or Sub-Contractor-contractor's Work under this Contract Agreement, whether performed by the contractor, or by anyone directly or indirectly employed by contractor and or Sub-Contractor-contractor, hired by the contractor and or Sub-Contractor-contractor for whose acts the contractor and or Sub-Contractor-contractor may be liable. Such insurance shall be provided by an insurance carrier rated "A-" or better by A.M. Best and lawfully authorized to do business in the jurisdiction where the Work is being performed.

2.1. The contractor's and or Sub-Contractor-contractor's insurance shall **include Contractual liability coverage and additional insured coverage for the benefit of the Agency and General Contractor, the Agency and anyone else the Agency is required to name (as set forth in the schedule below), and shall specifically include coverage for completed operations and products coverage for the additional insureds.** The insurance required to be carried by the Contractor, and any Sub-Contractor-Contractors that may be hired to work at the job-site shall be **PRIMARY AND NON-CONTRIBUTORY.** With respect to each type of insurance specified hereunder. As well as any other contractor hired by the Contractor and or Sub-Contractor-contractor.

2.2. The contractor and or Sub-Contractor-contractor warrants that the coverage provided under the commercial general liability policy shall be written on an "occurrence" basis with coverage as broad as the Insurance Service Office Inc.'s form or similar forms and that no policy provisions shall restrict, reduce, limit or otherwise impair contractual liability coverage for the benefit of the Agency and or General Contractor (or others as required and as listed below) status as additional insured.

2.3. Not less than ten (10) days prior to the commencement of the Work and until final acceptance of the Work, contractor and or Sub-Contractor-contractor shall provide Agency, with certificate(s) of insurance or a copy of the policies evidencing the required insurance coverage with the limits stated below or elsewhere in the contract documents. The contractor shall provide Agency and or General Contractor thirty (30) days written notice of a change or cancellation in coverage. In addition, all insurance policies shall state that their insurer will provide the Agency and or General Contractor, thirty (30) days prior written notice of a change or cancellation in coverage or the legal requirement for New York State or any other State where the work is to be done.

2.4. Unless otherwise stipulated in the Contract Agreement, the contractor and or Sub-Contractor-contractor shall maintain no less than the limits specified for each of the following insurance coverages:

a) Commercial General Liability using an industry-standard unmodified coverage form, including **contractual liability & products/completed operations**, personal, and advertising injury. Medical payments in the amount of not less than \$10,000, and fire legal liability in an amount not less than \$100,000. With minimum limits of One Million (\$1,000,000) dollars each occurrence, Two Million (\$2,000,000) dollars aggregate with either per project or per location endorsement for property damage and bodily injury, the products/completed operations coverage shall remain in effect for at least two (2) years from the date work is substantially completed.

b) Comprehensive Automobile Liability insurance with minimum limits of Five Hundred Thousand (\$500,000) dollars combined

single limit each accident, including bodily injury and property damage liability including non-owned and hired car coverage. If the Contractor or Sub-Contractor does not have any owned autos, then Non-Owned and Hired Auto coverage must be purchased with minimum limits of Five Hundred Thousand (\$500,000) dollars.

c) Workers' Compensation and disability benefits insurance, including Occupational Disease in the minimum amounts as required by the jurisdiction where the Work is performed.

d) Umbrella and or Excess coverage with limits of not less than Two Million (\$2,000,000) dollars, if excess liability form is used, it must be a follow form over the General Liability and Auto policies.

2.5. The contractor and/or Sub-Contractor-contractor and his insurer shall waive all rights of subrogation against the Agency and or General Contractor and any other indemnified party, except as respects Worker's Compensation insurance. The Agency and or General Contractor reserve the right to request the wavier of Subrogation for Workers Compensation.

2.6. *If the contractor engages a Sub-Contractor-contractor, it is the affirmative duty of the contractor to ensure that any Sub-Contractor-contractor complies with the insurance and indemnification requirements of this Contract Agreement. The Contractor agrees to notify the Agency and or General Contractor prior to allowing the Sub-Contractor-Contractor to work at the worksite. The Contractor will furnish the Agency and or General Contractor the necessary insurance certificates and/or copies of insurance contracts to provide evidence of compliance with the insurance requirements in this document. Any and All Sub-Contractor-contractors of the contractor must sign a hold harmless agreement as well as furnish proof of insurance. Failure to provide notice and insurance compliance will result in the Contractor being held liable for the Sub-Contractor-contractor and his or her employees and any resulting damage, either bodily injury or property damage and personal injury sustain by others due to the Sub-Contractor-contractor and his or her employees.*

List of Indemnified Parties and Additional Insureds:

- 1. Town of North Hempstead Community Development Agency ("Agency"), 51 Orchard St, Roslyn Heights, NY 11577**
- 2. Town of North Hempstead ("Town"), 220 Plandome Road, Manhasset, NY 11030**

3. **Entire Agreement.** This Agreement is governed by the laws of the state of New York, constitutes the entire Agreement between the Parties hereto, and cannot be amended absent a writing signed by all parties hereto. Facsimile and/or emailed versions of this Agreement (to be followed by the mailing of the original) shall be deemed an original within the sole discretion of the Agency.

AGREED AND ACKNOWLEDGED BY:

Agency and or Contractor:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Contractor and or Sub-Contractor:

Signature: _____
Print Name: _____
Title: _____
Date: _____

PLACE HOLDER PAGE

REPLACED THIS PAGE WITH "CONTRACTORS PROPOSAL FORM" AFTER AWARD OF CONTRACT

SCOPE OF WORK

PROJECT: PROSPECT AVENUE BOULEVARD BANNER INSTALLATION AND MAINTENANCE

Best industry practices and/or best management practices may require additional services not explicitly enumerated. The proposer should identify any additional services required, price them, and explain them in their Proposal form.

A. Banner Pole Removal and New Banner Pole Installation:

Banner pole work is located in the sidewalk right of way along Prospect Ave between Elizabeth Street and Brush Hollow Road in New Cassel, Westbury, New York. Banner poles are mounted to low gas lamp poles at approximately ten feet from the ground.

1. Pick up banners and banner hardware from Agency office located in Roslyn Heights, New York. Remove old banner poles and install new banner poles, and banners in accordance with the Prospect Avenue Boulevard Banner and Banner Pole Specifications.
2. The Contractor shall ensure that all installations are secure, fastened firmly with no fabric-slack mounted at same height and angle on black gas-lamp type light poles.

B. Banner Transportation, Maintenance, and Storage:

1. The Agency shall retain in their possession old banner poles and hardware removed in this contract and the Contractor shall deliver same to the Agency's office in Roslyn Heights NY.
2. Installed banners shall be displayed for a 6-month period, 12-month periods or sometimes longer as determined by Agency.
3. The Agency or their representative shall be able to submit to the Contractor and Contractor shall be able to perform a:
 - I. Large Multi Banner Installation order of 250 +/- 10 banners no less than (14) days prior to an event or start date for banner installation.
 - II. Medium Multi Banner Installation order of 125 banners +/- 10 banners no less than (14) days prior to an event or start date for banner installation.
 - III. Small Multi Banner Installation order of 20 +/- 10 banners no less than (7) days prior to an event or start date for banner installation.
 - IV. Single Banner Installation and or Single Banner Maintenance order of 5 +/- 4 banners no less than (3) days prior to an event or start date for banner installation.
4. Upon request the Contractor is responsible for the maintenance of installed banners, including, but not limited to, lifting sagging, straightening crooked, reinstalling fallen and repairing bent banners, replacing broken brackets and failed ties. If damage was caused by an act of nature or accident, then Contractor may bill the Agency for the cost to complete the repair at the Single Banner Installation rate. If however, the repair is due to Contractor's faulty installation, then Contractor shall bear the cost.
5. Defective banners shall be removed by the Contractor within three business days upon request of the Agency or their representative.
6. Dangerous defective banners shall be removed by the Contractor upon request without delay.
7. The Agency reserves the right to preempt the use of any banner location at any time for an emergency and/or if necessary to protect the health, safety, and welfare of the public.
8. While in the possession of Contractor, banners shall be handled and transported with care to preserve their quality for reuse.
9. Prior to installation of reused banners, the Contractor shall dry-wipe clean-off stored banners.

GENERAL CONDITIONS

PROJECT: PROSPECT AVENUE BOULEVARD BANNER INSTALLATION AND MAINTENANCE

A. **Workmanship:**

1. Contractor shall provide all materials, equipment, and labor to complete all phases of the Work.
2. Contractor shall assure all Work is performed by workers qualified and skilled in their particular field and shall ensure that all workmanship and installation of materials will be completed pursuant to standards reasonably satisfactory to Agency, Agency, departments having jurisdiction and manufactures specifications.
3. All materials shall be installed in accordance with manufacturer's specifications, building codes and agencies and departments having jurisdiction over the work.
4. All materials used in the Work shall be new unless otherwise expressly set forth in the Specifications.
5. The Contractor shall perform all work, maintenance, repairs, replacements, and installation in a fashion acceptable to the Agency.
6. All work shall be in accordance with all of the latest codes, standards and requirements of the industry, utility companies, and/or the Town.
7. Each employee of the Contractor shall wear uniforms and/or badges/identification cards that clearly indicate the company's name.

B. **Toxic Materials:**

1. The Contractor shall not supply or use or install toxic materials or substances such as lead-based materials and asbestos (the "Toxic Material") in connection with delivery and installation of the work.
2. If any Toxic Material is identified on the Premises by the Contractor, the Agency, Representative, the Agency shall be immediately notified, in writing, and all Work shall cease until the Contractor is authorized to proceed by the appropriate governmental agency.

C. **Permits and Licenses:** Obtain permits and interim and final approvals for the work from municipalities, departments, and agencies having jurisdiction over the work. All permits and licenses necessary for the completion and execution of the Work shall be secured and paid for by the Contractor and its Subcontractors and reimbursed by Agency under the Compensation Amount. All Work shall be performed in accordance with applicable laws, ordinances, rules, regulations, and requirements of agencies and departments having jurisdiction over the work.

D. **Bonding:** This contract is not bonded. Departments and agencies having jurisdiction over the work require bonding and or payment in-lieu-of bond. Contractor claims to Parties of this contract for additional payment due to bonding requirements of agencies or departments having jurisdiction will not be honored.

E. **Insurance:** Contractor shall maintain and provide Agency and departments and agencies having jurisdiction over the work with certificates of workers compensation, liability insurance, and indemnification agreements in compliance with the Contract Agreement and the departments having jurisdiction.

F. **Securing the Premises,** The Contractor is solely responsible for securing the Premises and ensuring that all industry safety measures have been instituted until the Work has been completed and accepted by the Agency.

G. **Securing the Work Area:** The Contractor is solely responsible for securing the work area and ensuring that all industry safety measures have been instituted until the Work has been completed and accepted by the Agency.

H. **"Work Times"** Contractors and their sub-contractors shall schedule working hours between 8:00am and 4:00pm Monday through Friday. Requests to work on weekends and before or after these hours must be approved by the Agency or departments having jurisdiction.

I. **Inspection of Work:** The Agency shall have access to the Work at all times. If any Work should be enclosed without approval or consent from agencies or departments having jurisdiction, the Work must be uncovered for examination at the Contractor's sole cost and expense. If any Work is found defective or not to be in accordance with this Agreement and the Specifications, the Contractor shall pay the cost for correcting said Work. However, if the Contractor can show that the defect or the inconsistency of the Work

with this Agreement and the Specifications was not caused by Contractor or its Subcontractors, then the Agency shall pay the cost of correcting such Work.

- J. **Communications:** The Contractor shall provide at all times throughout the duration of this contract, emails and telephone numbers which can be called during emergencies at any time. Contractor's representatives are not immediately available. The emergency number shall be used to contact a responsible representative of the Contractor who can take the necessary action required to alleviate an emergency situation, which threatens the safety of members of the public and/or to public or private property.
- K. **Excavations:** CALL BEFORE YOU DIG: Call 811 before you dig to receive a mark-out. Wait several days to receive utility mark-out(s). Confirm you received all utility mark-outs and dig carefully. Retain and submit copies of mark-out confirmations to Agency.
- L. **Drawings:** There are no drawings or specifications for this Work. If any, drawings and specifications shall be that of those provide by or referred to by the manufacturer, agencies, and departments having jurisdiction. Drawings provide, if any, are general and not to be relied upon.
- M. **Incomplete Contract Documents and Unforeseen Field Conditions:** When Contract Documents are not clear, incomplete, or not customarily normal or unforeseen site conditions are encountered and affecting work contrary to the Contract Agreement the Contractor shall contact the Agency for clarification before proceeding.
- N. **Submittals:** Contractor shall submit all manufacturer and product documents to the Agency (1) copy packet (1) original copy packet with final payment request. Work product related documents include but are not limited to specifications, installation directions, warranties, owner's manuals, etc... If product did not include the above, contractor shall contact the manufacturer to obtain it. If manufacturer claims these documents do not exist, the Agency will accept a signed letter from the manufacturer stating such.
- O. **Or-Equal:** Agency Approved Equal (AAE): Whenever a material or equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade name, catalog numbers, etc., it is intended to establish a standard; and, any material, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Agency of equal substance and function. It shall not be purchased or installed by the Contractor without the Agency's written approval (the "Agency Approved Equal" or "AAE").
- P. **Quantities:** Quantities and units of measure stated in RFP and Contractors Proposal are for convenience and must be verified by the contractor prior to work, purchase, and installation or start of work. Discrepancies in quantities or units of measure must be communicated to the Agency prior to start of work, contract, purchase, and installation. Claims for additional funds due to discrepancies in quantities and measures shall not be honored.
- Q. **Field Verify:** Field verify all conditions and assemblies before ordering materials and mobilizing equipment and before performing work.
- R. **Allowances:** "Allowance" whenever an allowance is identified on the plans or in the specifications:
1. It establishes an amount the contractor shall include in their Proposal and contract for the contractor to obtain permits and or for Agency to select a manufactured product, material, fixture, or appliance they desire consistent with the allowance amount and consistent with the specification or specified work.
 2. The Agency may utilize unused contract allowances to increase the allowance amount on one product and decrease the amount on other products, as long as allowances do not exceed the total contract allowance(s), the scope of work does not change and the scope of work is achieved as specified.
 3. If the Agency exceeds the contracts allowance(s) total the Agency shall pay the additional amount to the contractor or chose less expensive items to come within the contract allowance amount(s).
 4. If the total allowance amount is not spent, a Change Directive or Deduction shall be executed to credit the contract equitably.
 5. The contractor shall submit receipts evidencing costs of purchases in connection with allowance expenses with their application(s) for payment.
- S. **"INSTALL"** Install means to purchase, set up, test, and warrant a new component.
- T. **"REPLACE"** Replace means to make access to an item or material remove and dispose of original item or material, purchase new item or material, deliver, install, test and warrant new item or material.

- U. **"REPAIR"** Repair means to return a building or property component, surface or area to like new condition through replacement, adjustment filling and recoating.
- V. **"REINSTALL"** Reinstall means to remove, clean, store and install same component again.
- W. **"Work"** The Work means the Scope of Work and or the work the contractor is hired to perform.

DAVIS BACON AND RELATED ACTS

The Davis-Bacon and Related Acts, apply to the Contractor and its subcontractors performing work under this Agreement, if Agreement is in excess of \$2,000.

Accordingly, the Contractor and its subcontractors shall pay their laborers and mechanics employed under this Agreement no less than the local prevailing wages and fringe benefits (the "Wage Rate Decision") for corresponding work on similar projects in the Nassau County area. The Contractor may pay fringe benefits either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

The Wage Rate Decision attached hereto for this Agreement is NY20200012 dated June 6, 2021.

The Contractor shall post a notice (the "Notice") attached hereto (including any applicable wage determination) at the site of the work in a prominent and accessible place where employees may easily see it.

In addition, Agency representative shall visit the site verify the Notice is posted and interview random employees verifying they are paid the designated Wage Rate Decision amounts and benefits.

Contractor and its subcontractors performing work under this Agreement shall furnish attached hereto or equal a weekly copy of payrolls to the Agency accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate and benefits. The Contractor and its subcontractor on face of their payroll shall show all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, shall provide Contractor's statement of compliance on the payroll, and that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits.

"General Decision Number: NY20210012 06/25/2021

Superseded General Decision Number: NY20200012

State: New York

Construction Types: Building, Heavy, Highway and Residential

Counties: Nassau and Suffolk Counties in New York.

BUILDING CONSTRUCTION PROJECTS, RESIDENTIAL CONSTRUCTION PROJECTS (including single family homes and apartments up to and including 4 stories), HEAVY CONSTRUCTION PROJECTS, HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	03/12/2021
2	05/07/2021
3	06/25/2021

ASBE0012-001 12/30/2019

	Rates	Fringes
Asbestos Workers/Insulator Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.....	\$ 69.01	34.16
HAZARDOUS MATERIAL HANDLER.....	\$ 39.00	12.75

BOIL0005-001 01/01/2017

	Rates	Fringes
--	-------	---------

BOILERMAKER.....\$ 55.23 33%+24.12+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Thanksgiving Day, Memorial Day, Independence Day, Labor Day and Good Friday, Friday after Thanksgiving, Christmas Eve Day and New Year's Eve

BRNY0001-001 07/01/2020

	Rates	Fringes
BRICKLAYER.....	\$ 62.54	29.40
MASON - STONE.....	\$ 67.88	36.91

CARP0290-001 07/01/2019

	Rates	Fringes
Carpenters:		
Building		
Nassau County (Portion of county that lies west of Seaford Creek and south of the Southern State Parkway).....	\$ 52.50	46.28
Nassau County (Remainder of County) and Suffolk County.....	\$ 49.38	32.71
Heavy & Highway.....	\$ 44.51	26.55
Residential.....	\$ 39.23	25.12

CARP0740-001 07/01/2020

	Rates	Fringes
MILLWRIGHT.....	\$ 55.70	53.61

CARP1556-008 07/01/2020

	Rates	Fringes
Carpenters:		
DIVERS TENDERS.....	\$ 50.34	51.79
DIVERS.....	\$ 70.80	51.79
DOCKBUILDERS.....	\$ 55.93	51.79
PILEDRIVERMAN.....	\$ 55.93	51.79

CARP1556-011 07/01/2020

	Rates	Fringes
Carpenters:		
TIMBERMEN.....	\$ 51.05	51.24

CARP2287-003 07/01/2015

	Rates	Fringes
CARPENTER		
Soft Floor Layers.....	\$ 50.50	45.23

ELEC0025-001 04/25/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 55.00	16%+30.71

 ELEC0025-002 04/27/2019

	Rates	Fringes
Electricians:		
Maintenance Unit.....	\$ 43.70	12%+18.52
Telephone Unit.....	\$ 37.83	16%+19.16
Wiring for single or multiple family dwellings and apartments up to and including 3 stories.....	\$ 28.65	13%+12.14

 ELEC1049-002 03/31/2019

	Rates	Fringes
Line Construction:		
Substation and Switching structures pipe type cable installation and maintenance jobs or projects; Railroad electrical distribution/ transmission systems maintenance (when work is not performed by railroad employees) Overhead and Underground transmission/distribution line work. Fiber optic, telephone cable and equipment;		
Groundman.....	\$ 32.31	21.94
Heavy Equipment Operator...	\$ 45.93	28.24
Lineman & Cable Splicer....	\$ 57.41	29.72
Material Man.....	\$ 49.95	29.57

 ELEV0001-002 03/17/2018

	Rates	Fringes
ELEVATOR MECHANIC		
Elevator Constructor.....	\$ 64.48	36.21+a+b
Modernization and Repair....	\$ 50.49	40.399+a+b

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Good Friday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

b. PAID VACATION: An employee who has worked less than 5 years shall receive vacation pay credit on the basis of 4% of his hourly rate for all hours worked; an employee who has worked 5 to 15 years shall receive vacation pay credit on the basis of 6% of his hourly rate for all hours worked; an employee who has worked 15 or more years shall receive vacation pay credit on the basis of 8% of his hourly rate for all hours worked.

 ENGI0138-001 06/01/2020

BUILDING CONSTRUCTION

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 68.17	37.20+a
GROUP 2.....	\$ 64.71	37.20+a
GROUP 3.....	\$ 62.41	37.20+a
GROUP 4.....	\$ 47.44	37.20+a
GROUP 5.....	\$ 45.39	37.20+a

NOTES:

Hazmat premiums:

Level A	3.50
Level B	2.50
Level C	1.50
Level D	1.00

Oiler on truck cranes with boom length of 100 ft. or more
 .25

FOOTNOTE:

a. Paid Holidays: New Year's Day, Lincoln's Birthday, Washington's Birthday or President's Day (in lieu of Lincoln's or Washington's Birthday), Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day or days celebrated as such. Any holiday that falls on a Saturday will be celebrated on Friday.

POWER EQUIPMENT OPERATOR CASSIFICATIONS

GROUP 1: Asphalt spreader, backhoe crawler capacity over cater- piler 225 and lomatsu 300, Boiler (thermoplastic), Cherry picker, over 50 tons, CMI or maxim spreader, concrete pump (with oiler), crane (crawler truck), crane (on barge), crane (stone setting), crane (structural steel), crane (with clam shell), derrick, dragline, dredge, gradall, grader, hoist (3 drum), loading machine (bucket cap of 10 yds or over micro-trap, with compressor (negative air machine), milling machine, large pile driver, power winch, Stone setting/structural steel, power winch (truck mounted/stone steel) powerhouse, road paver scoop, carry-all, scraper in tandem shovel, sideboom tractor, sideboom tractor (used in tank work), stone spreader (self propelled tank work), zamboni (ice machine)

GROUP 2: Backhoe, boom truck, bulldozer, cherypicker, conveyor (multi), dinky locomotive, forklift, hoist, 2 drum, loading machine, loading machine (front end) mechanical compactors, (machine drawn), mulch machine (machine-fed), mechanic, power winch, other than stone/structural steel, power winch (truck mounted other than stone steel) pump (hydraulic, with boring machine), roller, (asphalt), scoop (carry-all scraper), tower crane (maintenance man), trenching machine

GROUP 3: Compressor (structural steel), Compressor (2 or more in battery), concrete finishing mchine, concrete spreader,

conveyor, curb machine (asphalt or concrete), curing machine, fireman, hoist (1 drum), micro-trap, (self contained, negative air machine), pump (4 inches or over), pump (hydraulic), pump (jet), pump (sumbersible), pump (well point), pulvi-mixer, ridge cutter, roller (dirt), striping machine, vac-all, welding and burning, welding machine (pile work), welding machine (structural steel)

GROUP 4: Compressor, compressor (on crane), compressor (pile work), compressor (stone setting), concrete breaker, concrete saw or cutter, forklift (walk behind, power operated), generator-pile work, generator, hydra hammer, mechanical compactors (hand operated), oiler (truck crane), pin puller, portable heaters, powerbroom, power buggies, pump (double action diaphgrgm), pump (gypsum), trench machine (hand), welding machine

GROUP 5: Batching plant (on site of job), generator (small), mixer (with skip), mixer (2 small with or without skip), mixer (2 bag or over, with or without skip), mulch machine, oiler, pump (centrifugal, up to 3 inches), root cutter, stump chipper, tower crane (oiler), tractor (caterpillar or wheel vibrator)

 ENGI0138-002 08/01/2020

HEAVY & HIGHWAY

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 71.86	37.45+a
GROUP 2.....	\$ 67.20	37.45+a
GROUP 3.....	\$ 64.83	37.45+a
GROUP 4.....	\$ 49.48	37.45+a
GROUP 5.....	\$ 47.40	37.45+a
GROUP 6.....	\$ 39.30	12.50+a

NOTES:

Hazmat premiums:

Level A	3.50
Level B	2.50
Level C	1.50
Level D	1.00

Truck and Crawler Cranes long boom premiums:

boom lengths (including jib) 100-149 ft	1.00
boom lengths (including jib) 150-249 ft	1.50
boom lengths (including jib) 250-349 ft	2.00
boom lengths (including jib) 350 ft	3.00
Cranes using clamshell buckets	.25
Front end loader 10 yds and above	.25
Oiler on truck cranes with boom length of 100 ft. or more	.25

FOOTNOTE:

a. Paid Holidays: New Years Day, Lincoln's Birthday, Washington's Birthday or Presidents Day (in lieu of Lincoln's or Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day or days celebrated as such. Any holiday that falls on Saturday will be celebrated

on Friday.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt spreader, backhoe crawler (capacity over caterpillar 225 and komatsu 300), boiler (thermoplastic), boring machine (post hole), cherrypicker (over 50 ton), CMI or maxim spreader, concrete pump, with oiler, crane (crawler truck), crane (on barge), crane (stone setting) crane (structural steel), crane (with clam shell), derrick, dragline, dredge, gradall, grader, hoist (3 drums), loading machine (bucket) capacity of 10 yards or over, micro-trap (with compressor-negative air machine), milling machine (large), piledriver, power winch (stone setting structural steel), power winch (truck mounted/stone steel), power-house, road paver, scoop, carry all (scraper in tandem), shovel, sideboom tractor, sideboom tractor (used in tank work), stone spreader (self-propelled), tank work, tower crane

GROUP 2: Bulldozer, Backhoe, Boom Truck, Boring machine/augur, Cherrypicker, Conveyor (multi), Dinky Locomotive, Forklift, Hoist (2 drum), Loading Machine, Loading Machine (front end), Mechanical Compactor (machine drawn), Mechanic, Mulch Machine (machine-fed), Power Winch (other than stone/structural steel), Power Winch (truck mounted/other than stone steel), Pump Hydraulic (with boring machine), Roller (asphalt), Scoop (carry-all, scraper), Tower Crane (maintenance man), Trenching Machine, Vermeer Cutter, Work Boat

GROUP 3: Curb Machine (asphalt or concrete), Maintenance Engineer (small equipment), Maintenance engineer (well-point) Mechanic (fieldman), Micro-Trap (self contained, negative air machine), Milling Machine (small), Pulvi-mixer, Pump (4 inches or over), Pump Hydraulic, Pump Jet, Pump Submersible, Pump (well point), Roller Dirt, Vac-All, Welding and burning, Compressor (structural steel), Compressor (2 or more battery), Concrete Finishing Machine, Concrete Spreader, Conveyor, Curing Machine, Fireman, Hoist (one drum), Ridge Cutter, Striping Machine, Welding Machine (pile work), Welding Machine (structural Steel).

GROUP 4: Compressor, Compressor on crane, Compressor (pile work), Compressor (stone setting), Concrete Breaker, Concrete Saw or Cutter, Fork Lift (walk behind, power operated), Generator- Pile Work, Generator, Hydra Hammer, Mechanical Compoactors (hand operated), Oiler (truck crane), Pin Puller, Portable Heaters, Powerbroom, Power buggies, Power Grinders, Pump (double action diaphragm), Pump gypsum, Pump (single action 1 to 3 inches), Trench Machine hand, Welding Machine

GROUP 5: Batching Plant (on site of job), Generator (small), Grinder, Mixer (with skip), Mixer (2 small with or without skip), Mixer (2 bag or over, with or without skip), Mulch Machine, Oiler, Pump (centrifugal, up to 3 inches), Root Cutter, Stump Chipper, Tower Crane (oiler), Track Tamper (2 engineers, each), Tractor (caterpillar or wheel), Vibrator, Work boat (deckhand),

GROUP 6: Well drillers

IRON0046-003 07/01/2019

	Rates	Fringes
IRONWORKER METALLIC LATHERS AND REINFORCING IRONWORKERS.....	\$ 44.65	46.67

IRON0197-001 07/01/2019

	Rates	Fringes
IRONWORKER STONE DERRICKMAN.....	\$ 50.91	54.11

IRON0361-001 07/01/2019

	Rates	Fringes
IRONWORKER (STRUCTURAL).....	\$ 51.45	78.42

IRON0580-001 07/01/2019

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 45.15	55.62

LAB00066-001 07/01/2020

BUILDING

	Rates	Fringes
Laborers:		
Laborers.....	\$ 40.80	30.04
Plasterers Tenders.....	\$ 40.80	30.04

LAB00078-001 12/01/2016

	Rates	Fringes
LABORERS BUILDING CONSTRUCTION ASBESTOS (Removal, Abatement, Encapsulation or Decontamination of asbestos); LEAD; & HAZARDOUS WASTE LABORERS (Hazardous Waste, Hazardous Materials, Biochemical and Mold Remediation, HVAC, Duct Cleaning, Re-spray Fireproofing, etc).....	\$ 36.00	16.20

LAB01298-001 06/01/2018

HEAVY & HIGHWAY

	Rates	Fringes
Laborers:		
Asphalt Rakers; Formsetters.	\$ 44.68	33.47+a
Asphalt Shovelers, Roller		
Boys & Tampers.....	\$ 43.36	33.47+a

Regular Laborers.....\$ 39.35

33.47+a

A. FOOTNOTES:

Laborers working in a hazardous material hot zone shall receive an additional 20% premium.

Where the contract provides for night work outside the regular hours of work, the employees shall be paid at straight time plus a 30% night work premium for the 8 hours worked during the night.

Firewatch work performed after regular hours shall be paid an additional 10% premium. Second and Third Shift work will be paid at a 30% premium.

Contractor requesting laborers certified for hazardous material work and/or employed on hazardous material shall be required to pay an additional 10% premium.

PAIN0009-002 05/01/2020

	Rates	Fringes
PAINTER		
GLAZIERS.....	\$ 46.55	44.77
Painters, Drywall Finishers.	\$ 45.70	27.67
Spray, Scaffold, Sandblasting.....	\$ 48.70	27.67

PAIN0806-010 10/01/2020

	Rates	Fringes
Painters:		
Stuctural Steel and Bridge..	\$ 51.50	49.63

PAIN1974-002 09/28/2020

	Rates	Fringes
Painters:		
DRYWALL TAPERS/POINTERS.....	\$ 48.47	27.91

PLAS0262-003 08/01/2019

	Rates	Fringes
PLASTERER.....	\$ 45.73	30.37

PLAS0780-001 07/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 51.97	33.56

* PLUM0200-001 11/01/2020

	Rates	Fringes
PLUMBER		
BUILDING CONSTRUCTION:.....	\$ 53.48	42.30
RESIDENTIAL CONSTRUCTION:...	\$ 29.96	13.41

PLUM0638-001 07/26/2019

	Rates	Fringes
PLUMBER		
SERVICE FITTERS.....	\$ 41.75	14.00
SPRINKLER FITTERS,		
STEAMFITTERS.....	\$ 57.50	50.39

Service Fitter work shall consist of all repair, service and maintenance work on domestic, commercial and industrial refrigeration, air conditioning and air cooling, stoker and oil burner apparatus and heating apparatus etc., including but not exclusively the charging, evacuation, leak testing and assembling for all machines for domestic, commercial and industrial refrigeration, air conditioning and heating apparatus. Also, work shall include adjusting, including capacity adjustments, checking and repairing or replacement of all controls and start up of all machines and repairing all defects that may develop on any system for domestic, commercial and industrial refrigeration and all air conditioning, air cooling, stoker and oil burner apparatus and heating apparatus regardless of size or type.

 ROOF0154-001 05/01/2019

	Rates	Fringes
ROOFER.....	\$ 41.00	36.72

 SHEE0028-002 07/31/2014

	Rates	Fringes
SHEET METAL WORKER		
BUILDING CONSTRUCTION.....	\$ 50.91	36.70
RESIDENTIAL CONSTRUCTION....	\$ 27.22	16.48

 TEAM0282-002 07/01/2020

	Rates	Fringes
TRUCK DRIVER.....	\$ 40.005	49.0325+a

FOOTNOTES:

a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans' Day (Armistice Day), Thanksgiving Day, Day after Thanksgiving and Christmas Day. Employees working two (2) days in the calendar week in which a holiday falls are to be paid for such holiday, provided that they shape each remaining workday during such calendar week.

 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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 Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any

solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which

these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1235-0008
Expires: 06/30/2021

NAME OF CONTRACTOR OR SUBCONTRACTOR			ADDRESS										OMB No.: 1235-0008 Expires: 06/30/2021						
PAYROLL NO.		FOR WEEK ENDING			PROJECT AND LOCATION						PROJECT OR CONTRACT NO.								
(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT/RSST	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____;
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such employees,
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE
31 OF THE UNITED STATES CODE.

Banner Pole Specification

Provide [18" Windspill Junior Adjustable Complete Banner Installation Kit for Two 18" Wide Banners] or Agency approved equal available at Windspill Direct <https://windspilldirect.com/Windspill-Junior-Adjustable-Complete-Double-Banner-Installation-Kit-For-Two-18-Inch-Wide-Banners.html> or Agency approved equal:

- Junior Adjustable "Complete Double Banner Kit" has four Base castings and four Arm castings. Base castings strap to both sides of the light pole with included stainless steel Quick-Release banding. Arm castings each have a 13/16" diameter solid fiberglass rod epoxied into them to support the banner. Included are eight 3/8" wide x 7/8" long self-locking bolts to secure the Arm Units to the Base Units. A "Complete Kit" includes everything needed to install two banners top and bottom hem on both sides of a light pole.
- Cast aircraft quality 356 aluminum alloy, with T51 heat treatment. All rust-resistant components.
- The 1 1/2" width and the 6" length of the JR Base Unit provide lateral and vertical stability for banners smaller than 30" x 84".
- It fits round, square (up to 5" wide), octagonal and fluted poles over 1 1/2" in diameter.
- The Base Unit does not require a confusing "top end up" mount as with some systems on the market. It doesn't matter which end of the base unit is up or down.
- Two 13/16" diameter unidirectional fiberglass rods are epoxied into the Arm castings providing flexibility while maintaining strength. The canted rod design keeps the banner taut, yet absorbs the wind energy to reduce stress on the banner and the light pole - up to 25% wind-load reduction.
- Two (2") of banner length adjustment for proper tensioning.
Banding guides on the Base Unit allow up to two wraps of 3/4" wide banding to secure it to the pole.
- Convenient banner tie-down on the Arm Unit to secure your banner.
- Banners can be installed or removed without disturbing the main (Base) casting.
- Safety features: No additional safety or lynch-pins are required. No moving parts to wear out or fail. Two 7/8" long by 3/8" wide self-locking bolts pass through the adjustment slots in the Arm Unit and thread into the Base Unit. The Arm Unit cannot be separated from the Base Unit unless both bolts are completely removed. The self-locking bolts are very easy to access and work with.
- Stock sizes for 18", 24", 30" and 36" wide banners. Custom rod lengths available up to 36".
- Warranted to withstand up to 75 mph wind gusts on banners measuring 30" x 80" or smaller; Junior Fixed on banners 30" x 60" or smaller installed according to our [Banding Requirements Chart](#).*
Ten Year Warranty (<https://windspilldirect-com.3dcartstores.com/admin/infopage.asp?page=43&extra=1>) when properly installed and maintained.
- One kit will install two banners, one on each side of the pole, sharing the same banding. Standard
- Packaging: 3 kits per carton.



12 YEAR WARRANTY

WINDSPILL PRODUCTS(tm) Banner Mounting Hardware Twelve (12) Year Warranty:

All Windspill(tm) banner mounting hardware (Deluxe and JR) is warranted for a period of twelve (12) years from the original date of purchase against defects in workmanship and materials when properly installed according to the Windspill(tm) Installation Instructions and our Banding Requirements Chart. The warranty does not apply when banner larger than 30" wide by 96" long are installed on the banner brackets.*

Proper banding specified for the individual brackets must be used and should be inspected after 30 days and re-inspected every 60 days thereafter. Necessary adjustments to the banding should be made as needed. Improper usage, modification or abuse of the hardware will void the warranty. This warranty covers product replacement only and does not extend beyond the replacement or repair of the hardware deemed to be faulty.

Windspill Deluxe Adjustable Banner Hardware is warranted to withstand up to 80 mph wind gusts on banners measuring 30" x 96" or smaller; Deluxe Fixed on banners 30" x 80" or smaller installed according to our Banding Requirements Chart https://windspilldirect.com/Windspill-Banner-Hardware-Banding-Requirements_ep_44-1.html

Windspill Junior Adjustable hardware is warranted to withstand up to 75 mph wind gusts on banners measuring 30" x 80" or smaller; Junior Fixed on banners 30" x 60" or smaller installed according to our Banding Requirements Chart

Merchandise must be returned prepaid to the Manufacturer with a copy of the original purchase invoice. No merchandise will be accepted without a prior written authorization for return. If the hardware is deemed to be faulty, it will be replaced or repaired at no additional cost to the customer.

*No warranty or liability is expressed or implied regarding the suitability of the poles or surface that the hardware is attached to. It is the customer's responsibility to determine if the Pole is able to



Junior Adjustable Heavy Duty Bracket BANNER INSTALLATION INSTRUCTIONS

General Guidelines:

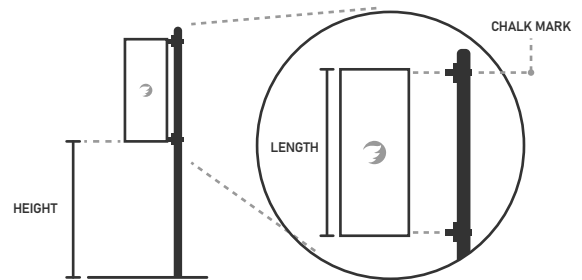
- Determining the ability of the light poles to withstand the additional wind load created by installation of banners is the responsibility of the customer.
- Square Poles over 5" wide on a side will not allow the Base Plate to mount securely and should not be used.
- Inspect the installation after 30 days to make sure that the banner brackets are tight and secure. Repeat inspections every 60 days and after especially strong windstorms or wind gusts; immediately re-tighten the banding according to these instructions if it has loosened. Failure to do so can cause damage to your banners.
- Properly installed and tensioned banners should be evenly taut across the full surface of the banner
- The Fiberglass rods are "canted" to provide even tension across the surface of the banner. The tip of the top rod should point upward and the tip of the bottom rod should point downward when properly installed. When the banner is tensioned, it will draw them both inward.

FOR INSTALLATION, YOU WILL NEED THE FOLLOWING TOOLS

- Ladder or Hydraulic Lift
- Flat edge screwdriver
- Marker or Chalk
- Plumb Bob
- 9/16" Wrench or Socket
- Duct Tape or Small Bungee Cord
- Two Junior Base Units w/4 Bolts
- Two Junior Arm Units
- Four Pieces Quick Release Banding
- Two Cable Ties

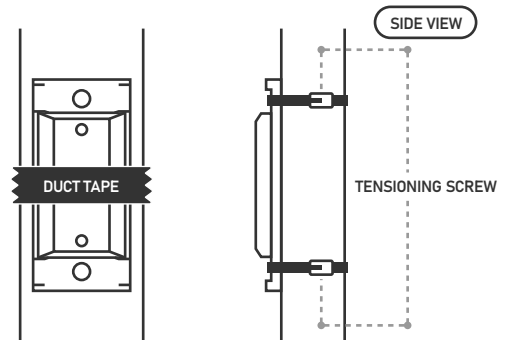
Installation Instructions

1. - Determine how high you want the bottom of the banner to be from the ground. (We recommend 16' over a roadway, and 12' over a pedestrian walkway.) Add the length of the banner to find where you should mount the TOP mounting base plate – mark with a piece of chalk. Place the center of the TOP base plate at the chalk mark and tape it to the pole using duct tape (or a bungee cord).

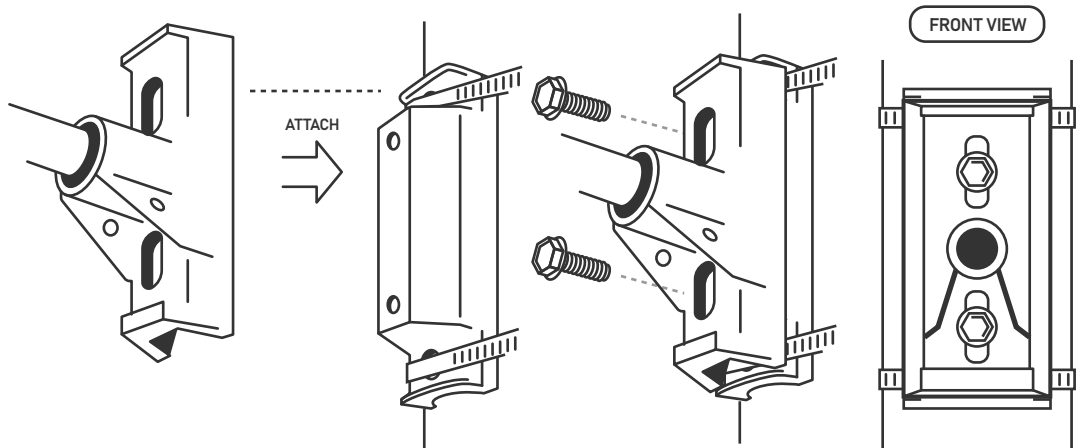


2. - Install the top Base Plate first: Install the top Base Plate only, to begin with. Place the center of the TOP base plate at the chalk mark and tape it to the pole using duct tape (or a bungee cord).

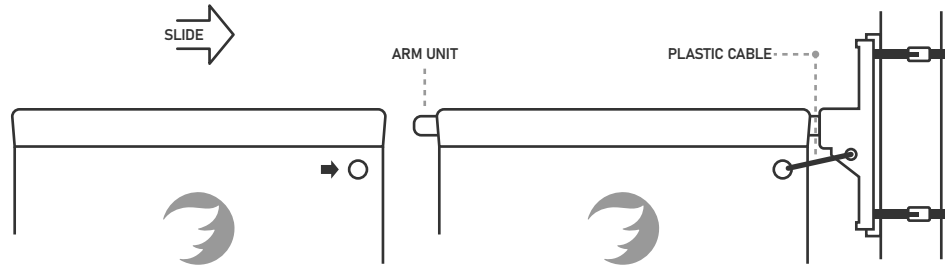
Using two (2) of the Quick-release bands, strap them around the pole and the Base Plate using the banding guides at the top and bottom of the Base Plate. Cinch up the bands and snap down the tensioning screw. Then you can tighten the banding with your screwdriver. Securely hand tightening with a screwdriver should be sufficient to securely attach the Base Unit so that it will not move on the pole. Over tightening could damage the threads on the banding and allow it to loosen.



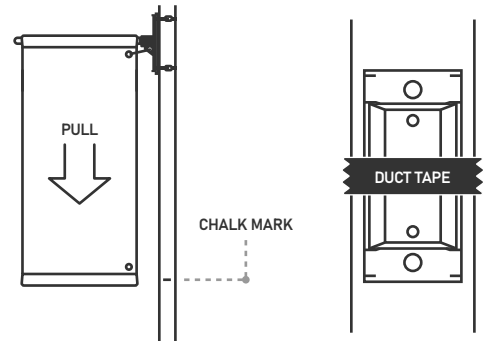
3. - Slide the TOP Arm unit on to the mounting plate with the support wings of the rod socket pointing DOWN. Center the Arm Casting on the mounting Base and secure it to the mounting base with two self-locking bolts provided. Tighten the bolts with a 9/16" wrench or socket.



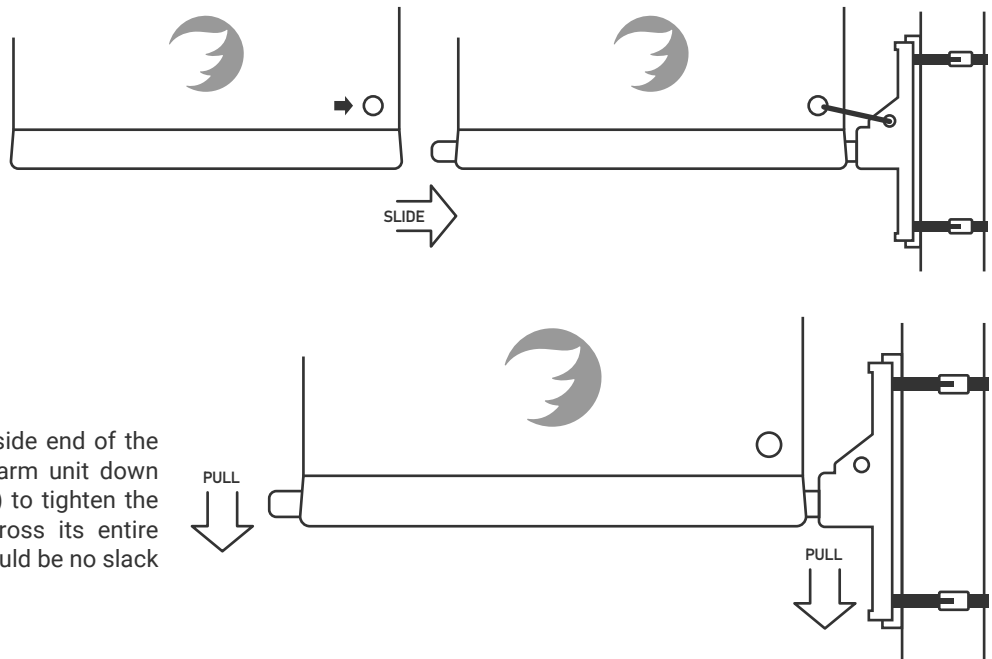
4. - Slide the TOP SLEEVE of the banner on the Arm Unit (make sure the grommet is toward the pole). Loosely secure the banner by feeding plastic cable ties (or coated #16 wire) through the grommet and through the tie-down holes in the support wings just below the fiberglass rod socket.



5. - Grab the banner at the bottom inside edge and pull down tightly to determine where the BOTTOM mounting base plate should be and mark the pole with chalk where the banner ends. Place the bottom mounting plate so the middle of it is about 1" above the chalk mark. (Use a plumb bob to ensure that the mounting plates are even, vertically.) Temporarily tape the Base Plate to the pole. REPEAT STEP 2 for the bottom mounting plate.

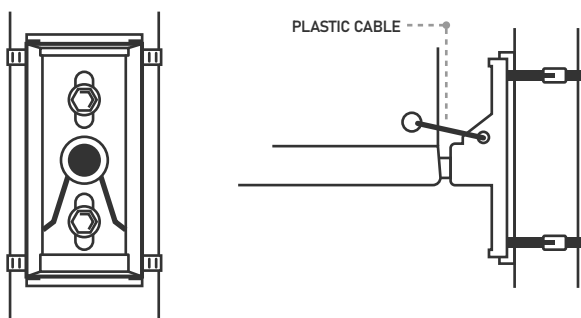


6. - Next, slide the BOTTOM sleeve of the banner onto the arm (make sure grommet is toward pole). Slide the Arm Unit onto the bottom mounting plate with the support wings of the rod socket pointing UP. Insert the two self-locking bolts through the adjustment slots in the Arm Casting and thread them LOOSELY into the Base Casting.



While you pull down on the outside end of the fiberglass rod, slide the entire arm unit down enough (rocking it, if necessary) to tighten the banner so it is evenly taut across its entire surface. **IMPORTANT:** There should be no slack on the INSIDE of the banner.

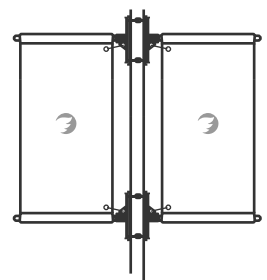
7. - Now, tighten both bolts securely. **TIP:** Tighten the top bolt first, then tighten the bottom bolt to put more tension on the outside edge of the banner, then re-tighten the top bolt. Loosely secure banner by feeding plastic cable ties or coated wire through banner grommet and through the tie-down holes in the support wings just above the arm.



SPECIAL CASES

TO CHANGE BANNERS: Release the cable ties. Unscrew the bottom bracket arm. Slide it up and off of the mounting plate. Remove the banner by sliding it off the arm. If the new banner is a little longer or shorter, you may have to loosen the bolts on the upper bracket to get additional adjustment.

TWO BANNERS PER POLE: The bracket mounting plates are attached on opposite sides of the pole at the same time with the same banding (top and bottom).



Prospect Avenue Boulevard Banner Specification

Town of North Hempstead
Community Development Agency

Banner Location and Orientation Plan

All final artwork to be provided by
Piscatello Design Centre

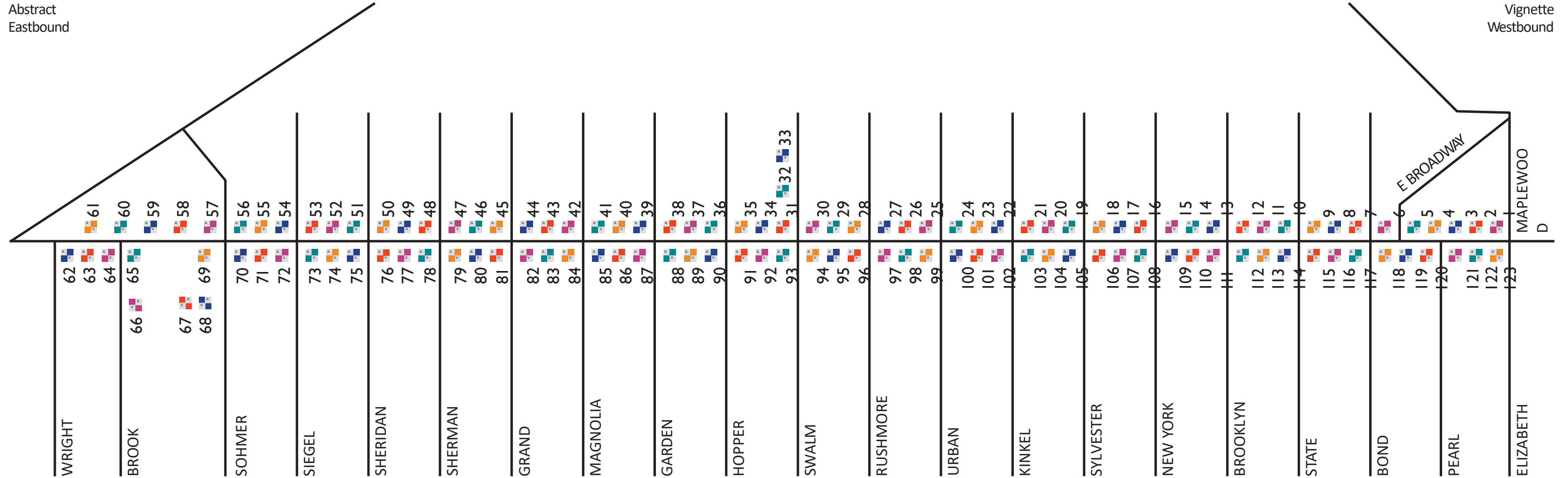
Total Light Poles 123		
Banner Quantity 246		
Quantity by Color & Type		
Color	Abstract	Vignette
Blue	26	26
Red	25	25
Yellow	22	22
Purple	25	25
Green	25	25

North

North

Abstract
Eastbound

Vignette
Westbound



Abstract
Westbound

Vignette
Westbound

South

South

Banner Specifications

All final artwork to be provided by Piscatello Design Centre

Material and Equipment Specification:
 Printing: Double Sided UV Printing
 Material: "Duratex 18oz. Double Premium Pole Banner" or Agency Approved Equal.
 Equipment: UV Printing

Provide Samples for Agency Approval Prior to Full Production
 Sample Request:
 a. Provide a Full Size Test Print
 b. Provide Test Print for all Colors on 6 x 6" Sample
 c. Provide Test Print for all Art at Actual Size on 6 x 6" Sample



3" Sewn Top
 Pole Pockets n

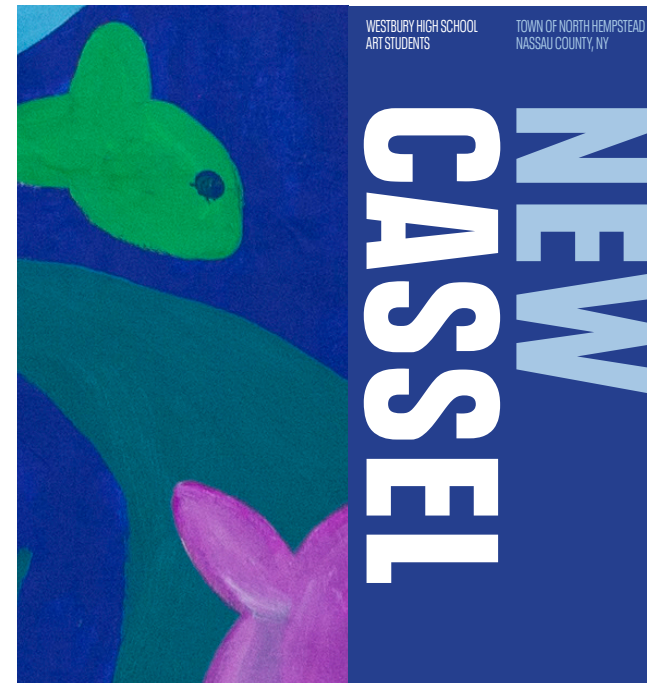
35" Height

Provide banner tie grommet on light pole side.

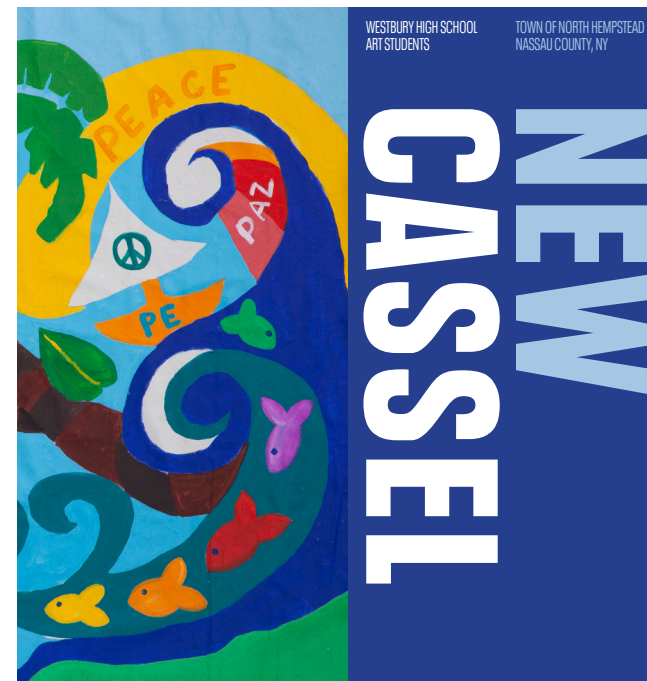
3" Sewn Top
 Pole Pockets

17.5" Width

Verify banner fits banner pole.



Abstract Side Blue Banners



Vignette Blue Banners



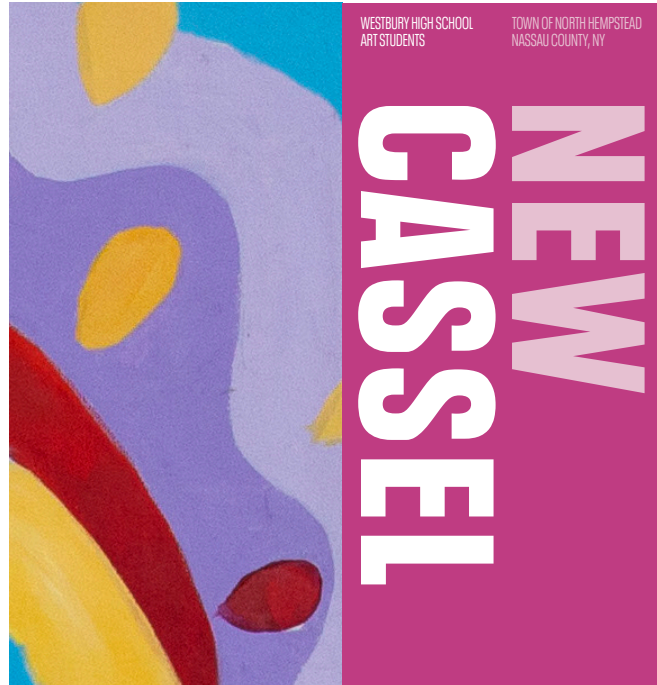
Double Pole Double Sided Banner

Abstract Side Shown Above

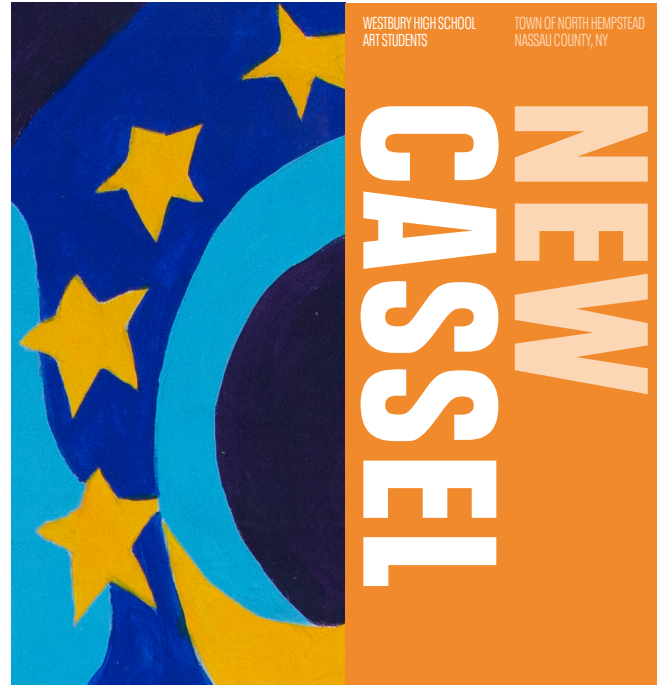
See Page 2 for Banner Location and Orientation

Banner Program
Continued

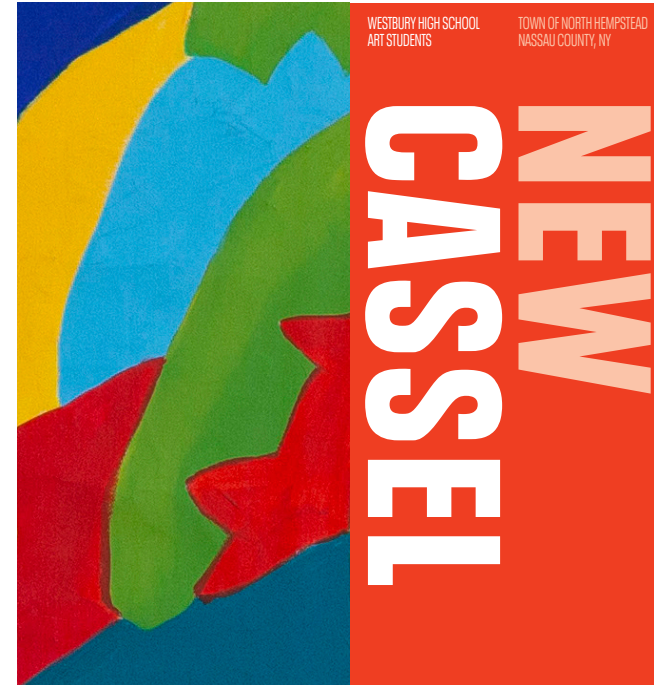
Banner Location and Orientation: See Diagram
on Page 2



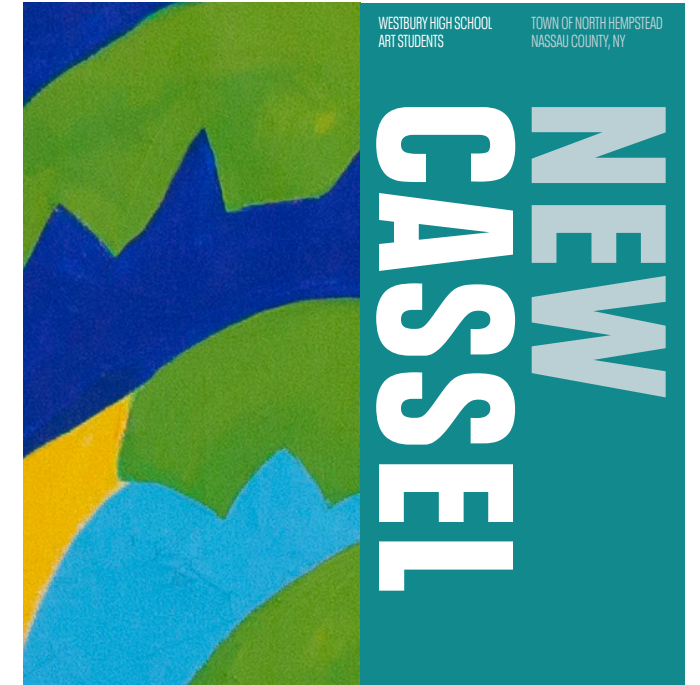
Abstract Side, Purple Banners



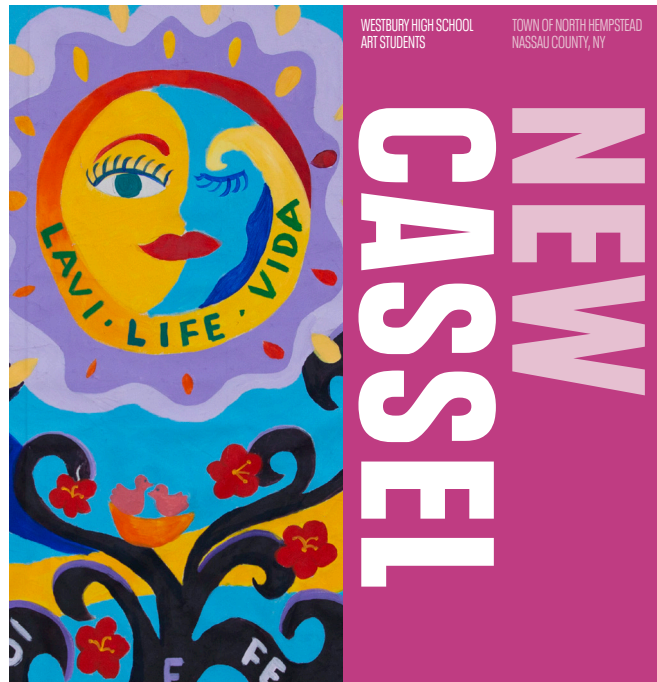
Abstract Side, Yellow Banners



Abstract Side, Red Banners



Abstract Side, Green Banners



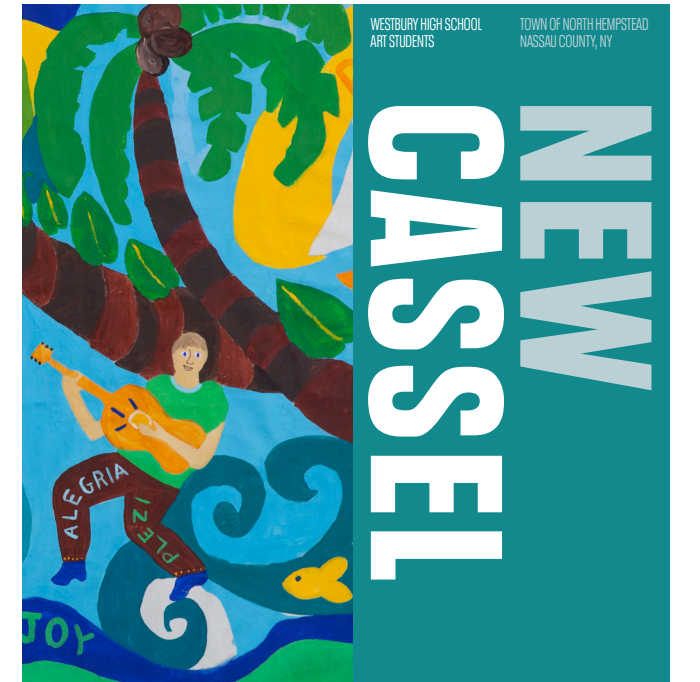
Vignette Side, Purple Banners



Vignette Side, Yellow Banners



Vignette Side, Red Banner



Vignette Side, Green Banners



Piscatello Design Centre

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