



ALEXANDER WOLF & COMPANY, INC.

ALTERATION REQUIREMENTS- COOPERATIVE

All apartment alterations require approval from the Board of Directors preceding the proposed work start.

Please note; Alexander Wolf & Company, Inc. is provided a **minimum of 30 days** from the date of the receipt of the **complete application** to approve or deny the project. Every attempt will be made to expedite the review process however due to the volume of projects, both large and small and time to obtain review by the Board of Directors, responses from Management and/or the Board of Directors may be delayed. In order to avoid delays in the review and approval / denial process, please be sure your application and supporting documents are complete.

I. The following information is required from all Shareholders in order to review an alteration request:

- a) Letter- A letter from the Shareholder(s) requesting authorization to commence with the alteration, outlining the item(s) for replacement, removal, improvement and/or repair.
- b) Alteration Agreement- See attached "EXHIBIT A." This agreement must be completed by the Shareholder(s) requesting authorization.
- c) Hold Harmless Agreement- See attached "EXHIBIT B". This agreement must be completed by the Shareholder(s) requesting authorization.
- d) Proposals- Copies of all contractor/sub contractor proposals representing the work to be completed in the apartment.
- e) Drawings/sketches- Drawings of the area(s) being altered, providing a view preceding the alteration and view upon the completion of work.

II. Should the alteration be approved, the following is required for receipt from the Shareholder(s) directing the alteration:

- a) All contractors, subcontractors, and applicable vendors must provide satisfactory evidence of the following insurance before beginning work, and maintain such coverage at all times while the course of work:

- i) Two (2) Certificates of Liability Insurance- providing aggregate coverage of not less than \$1,000,000:

CERTIFICATE NO. 1

Certificate Holder:

"Shareholder(s) Name(s)"

Additional Insured:

"24535 Owners Inc."

"Alexander Wolf & Company, Inc."

CERTIFICATE NO. 2

Certificate Holder:

"Alexander Wolf & Company, Inc. and its successors and or assignees

One Dupont Street, Plainview, NY 11803"

Additional Insured:

"Alexander Wolf & Company, Inc."

"24535 Owners Inc."

- ii) Two (2) Certificates of Workers Compensation Insurance-one: including entities under Certificate No. 1, and two: those entities under Certificate No. 2 (listed above). Statutory limits and employers' liability coverage of not less than \$500,000 shall also be required.

Alteration Requirements

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- b) Hold Harmless/Indemnification Provision: See attached "EXHIBIT C." This agreement must be executed by the Contractor's authorized representative.
- c) Business License- Evidence of Contractor's license reflecting the company is permitted to do business within the applicable town/county or in New York State.
- d) Security Deposit- A refundable deposit payable in the form of a check to "*Building Name*" in the amount directed by Management.

The foregoing documentation shall be submitted to:

Alexander Wolf & Company, Inc.
One Dupont Street
Plainview, NY 11803

Tel: 516/349-0540
Fax: 516/349-7751

EXHIBIT A

SHAREHOLDER
ALTERATION AGREEMENT

Date: _____

Re: Apartment No. _____

To:
c/o: Alexander Wolf & Company, Inc.
Managing Agent

It is understood and agreed between all parties concerned that:

1. All demolition and work under this Agreement will take place during the hours permitted in the Cooperative's House Rules.
2. If any material used in the alteration shall be declared hazardous by any governmental agency, the Contractor shall at any time, on five (5) days' notice, promptly and diligently proceed to remove the hazardous material. Any subsequent purchaser of the Apartment shall be obligated to accept the responsibility of this paragraph as a condition for approval of transfer.
3. The Shareholder will arrange with his/her contractors that it is his/her responsibility to correct any conditions at his/her expense that are contrary to the plans or violation of building codes or a violation of good construction's practice.
4. At the Cooperative's discretion, the Work will be periodically inspected by the building's Superintendent at the Shareholder's expense.
5. All work will conform to the revised plans dated _____ and prepared by _____ (plans attached).
6. All openings (doors, windows, exhaust grilles, air conditioning/heating equipment) will be thoroughly sealed to prevent dust and dirt from penetrating the public corridors or other apartments.
7. No chasing of ceilings or floor slabs will be done and no power impact tools will be used.
8. The Managing Agent must be notified in writing of proposed construction/renovation to be done in the apartment at least 30 days prior.
9. The Managing Agent and Superintendent must be notified 5 (five) days in advance of the date contractor will commence work.
10. Neighboring residents must be notified in advance of noise/odor-producing work. If plumbing work requires that the buildings' water valves be shut, the Managing Agent and Superintendent must be notified several days in advance, so that all building residents can be given advance warning through signs posted at mailboxes.
11. Contractors are to park in a space assigned by the superintendent. At no time may the contractor park in the fire zone or in another resident's parking space.
12. All debris will be removed daily from the premises by the contractor. No dumpsters are permitted on the property.

ALTERATION AGREEMENT - COOPERATIVE APARTMENT

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DATE: _____

13. All public areas in the vicinity of apartment ____ will be protected from damage by floorboards, building paper or other means.
14. All labor must be performed by licensed individuals.
15. Installations of windows must conform to the existing windows in size and exterior makeup. It is further understood that the owners, heirs, assignees and successors shall be responsible for any and all damage created by said windows now and in the future.
16. The installation of a steam room, Jacuzzi, washer, dryer or saunas are prohibited.
17. Management will exercise the right to supervise all stages of Alterations at any given time.
18. Any deviation from work approved in this alteration agreement shall void in its entirety the permission granted herein.
19. Shareholder has deposited \$_____ with the Apartment Corporation as security for the faithful compliance during the duration of the alteration period by the Shareholder, his contractors, subcontractors and all other persons involved with the Alterations, with the terms of the Proprietary Lease, House Rules and this Alteration Agreement. In the event that all of the foregoing conditions shall have been complied with and no damage shall have been caused to the building or to any property of the Apartment Corporation as a result of the alterations, then the security deposit shall be returned without interest to the Shareholder after the alterations have been completed. In the event that all of the foregoing conditions shall not have been complied with, or in the event that damage shall have been caused to the building or to any property of the Apartment corporation as a result of the alterations, then the Apartment Corporation shall be entitled to deduct and retain from the security such amount as shall be sufficient to make whole the Apartment Corporation. Nothing herein shall be construed to deprive the Apartment Corporation of any other available legal or equitable remedy against the Shareholder.

Shareholder:

Date:

Owner/Agent:

Date:

EXHIBIT B

SHAREHOLDER
HOLD HARMLESS AGREEMENT

We/I, _____ residing at _____
_____, in
order to request permission to erect and maintain:

_____ as per the attached plan(s) and letter(s), request permission as submitted by us hereby agree to hold the Board of Directors, the Cooperative, and the Managing Agent, harmless from any and all damages resulting to the common areas or any other area governed by the Cooperative by virtue of said erection and will pay for any repair and maintenance thereto, and further to hold the Board, the Cooperative, and the Managing Agent, harmless for any and all removal, reinstallation or maintenance expenses to said construction arising out of the Board's need to maintain the common areas at the subject unit. Additionally, the contractor is required to remove all debris from the Cooperative. Attached please find plans, evidence of contractor's insurance and proof that all necessary permits, if necessary, have been obtained.

Shareholder/Date

Shareholder/Date

EXHIBIT C

CONTRACTOR
INDEMNIFICATION AGREEMENT

Whereas _____ (“Contractor”) is and will be performing certain work for _____ (“Owner”), the Contractor and Owner hereby agree:

To the fullest extent permitted by law, Contractor and its subcontractors agree to indemnify, and hold harmless Owner, Managing Agent, and its Directors, Officers, Employees, Agents, and Representatives harmless from, and against any and all claims, suits, damages, liabilities, professional fees, including attorneys’ fees costs, court costs, expenses and disbursements related to death, personal injuries or property damage (including loss of use thereof) arising out of or in connection with the performance of the Contractor, its agents, servants, subcontractors, or employees, or the use by Contractor, its agents, servants, subcontractors or employees, of facilities owned by the Owner. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against the Owner and/or Managing Agent without negligence and solely by reason by statute, operation of law or otherwise, and partial indemnity in the event of any actual negligence on the part of Owner and/or Managing Agent either causing or contributing to the underlying claim. In that event, indemnification will be limited to any liability imposed over and above the percentage attributable to actual fault, whether by statute, by operation of law or otherwise.

Contractor shall obtain and maintain at all times during the term of hire by the Owner, at its sole cost and expense, the following insurance in accordance with pages one (1) through (3) of this document (a) worker’s compensation insurance with statutory limits and employer’s liability coverage of not less than \$500,000; (b) commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, or by a combination of general liability and excess liability policies in the minimum amount of \$1,000,000, which insurance shall cover the following: premises and operations liability, products/completed operations, broad form property damage, broad form contractual liability, personal injury and independent contractor’s liability; (c) automobile liability insurance covering owned, hired and non-owned vehicles, with a minimum limit of liability of \$1,000,000. Contractor shall, by specific endorsements to its primary and umbrella/excess liability policy, cause Owner and Managing Agent to be named as Additional Insured. Contractor shall, by specific endorsements to its primary and umbrella/excess liability policy, cause the coverage afforded to Owner and Managing Agent thereunder to be primary and not concurrent with other valid and collectible insurance available to Owner and Managing Agent.

Owner

Contractor

By:

By:

For:

For:

Title:

Title:

Dated:

Dated:

Future Sample Pre-Renovation Form

This sample form may be used by renovation firms to document compliance with the Federal pre-renovation education and renovation, repair, and painting regulations.

Occupant Confirmation

Pamphlet Receipt

- I have received a copy of the lead hazard information pamphlet informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began.

Owner-occupant Opt-out Acknowledgment

- (A) I confirm that I own and live in this property, that no child under the age of 6 resides here, that no pregnant woman resides here, and that this property is not a child-occupied facility.

Note: A child resides in the primary residence of his or her custodial parents, legal guardians, foster parents, or informal caretaker if the child lives and sleeps most of the time at the caretaker's residence.

Note: A child-occupied facility is a pre-1978 building visited regularly by the same child, under 6 years of age, on at least two different days within any week, for at least 3 hours each day, provided that the visits total at least 60 hours annually.

If Box A is checked, check either Box B or Box C, but not both.

- (B) I request that the renovation firm use the lead-safe work practices required by EPA's Renovation, Repair, and Painting Rule; or
- (C) I understand that the firm performing the renovation will not be required to use the lead-safe work practices required by EPA's Renovation, Repair, and Painting Rule.

Printed Name of Owner-occupant

Signature of Owner-occupant

Signature Date

Renovator's Self Certification Option (for tenant-occupied dwellings only)

Instructions to Renovator: If the lead hazard information pamphlet was delivered but a tenant signature was not obtainable, you may check the appropriate box below.

- Declined** – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below at the date and time indicated and that the occupant declined to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit with the occupant.
- Unavailable for signature** – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below and that the occupant was unavailable to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit by sliding it under the door or by (fill in how pamphlet was left), _____

Printed Name of Person Certifying Delivery

Attempted Delivery Date

Signature of Person Certifying Lead Pamphlet Delivery

Unit Address

Note Regarding Mailing Option — As an alternative to delivery in person, you may mail the lead hazard information pamphlet to the owner and/or tenant. Pamphlet must be mailed at least seven days before renovation. Mailing must be documented by a certificate of mailing from the post office.

Note: This form is not effective until April 2010.