

Cooperative Alteration Application

ARAS Properties

92 Washington Ave. 2nd Fl.

Cedarhurst, NY 11516

Tel: (516)569-5959

Fax: (516)569-5053

andrea@arasproperties.com

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92 Washington Ave. 2nd Floor
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Tel: (516) 569-5959
Fax: (516) 569 5053
andrea@arasproperties.com

Shareholder Alteration/Work Agreement

Date: _____

Name: _____

Address/Apartment: _____

Cooperative: _____

Type of Alteration: _____

Dear Shareholder:

To help expedite the approval of your alteration, please make sure that all items listed below are included in your alteration package to the Board. Your Cooperative Corporations requires that the following procedures be followed for Apartment Alterations:

Sign and return alteration agreement attached.

Alteration deposit of \$ 500.00 payable to the above Cooperative.

Alteration processing and review fee of \$ 150.00 payable to ARAS Properties.

A narrative description of your work, architectural, plumbing, electrical and/or structural from the architect/contractor is required.

INSURANCE POLICY and Certificate of Insurance for each contractor showing coverage of no less than \$1,000,000.00 for liability and property damage, naming your cooperative c/o ARAS Properties Inc., 92 Washington Ave. Cedarhurst, NY 11516 as the certificate holder and "As Additionally Insured":

- Shareholder and Unit
- The Cooperative and the Cooperative address
- ARAS Properties Inc., 92 Washington Ave. Cedarhurst, NY 11516

Certificate of Insurance showing Workers' Compensation coverage.

Copy of Hold Harmless agreement.

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Copy of fully executed contract between you and your contractors must be included.

The following statement must appear in your contract for the alteration "All debris will be removed from the premises by the contractor" or "by the Shareholder at his/her expense."

The following statement must appear in your contract for the alteration: "The contractor will be responsible for performing a post-renovation cleaning of the hallway threshold and all immediate adjacent areas. This includes HEPA-vacuuming the apartment, hallway(s), and elevator(s) used during renovation." The contractor will retain an independent, third party consultant to perform wipe tests and supply Management with a report of those results.

Indemnification Agreement and Insurance procurement to be signed by shareholder and each contractor (attached).

A copy of the license for all plumbers, electricians and trades people must be submitted.

Only water-based polyurethane is permitted for use on floors. At no time is oil-based polyurethane permitted.

No containers for removal of materials are allowed on the premises (unless prior written approval is received from Management). Containers must be kept on the city streets and the contractor must have permits for their use.

All workers, on daily basis, must clean the apartment and all common areas that they have disturbed.

The general contractors must schedule an appointment with the Superintendent prior to the commencement of work.

The Superintendent must be notified when the work is complete so that he can inspect the work.

Please provide a start date and date of completion.

Attached is an Alteration Agreement. Should you or your architect/contractor have any questions please contact the property manager

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Shareholder (s) Alteration Agreement

Date: _____ Name(s): _____

Tel. #: _____
Apt. #: _____

I/we hereby request that the "Co-op" provide written consent for the marking of certain alteration(s) to the above referenced co-op apartment, in the premises known as _____ Apartment _____, NY _____ (the "Building"). I/we have submitted, for approval, the plans and specifications attached hereto (the "Plans") for the Alteration, and we agree to the following:

Before any alterations shall be started:

- I. I/we understand and agree that if I/we plan to combine apartments, move plumbing lines, add additional plumbing fixtures, add/remove electrical wiring or make structural changes, the licensed professional/contractor must file and obtain the appropriate approval and permit(s) with the proper division of the Department of Buildings, City of New York. An Asbestos Report is also required when filing with the Department of Buildings.
- II. I/we shall file the Plans with all proper municipal departments and shall obtain all governmental approvals, permits and certificates that may be required. The Managing Agent shall be notified of any Building Permit Number assigned to the Plans and shall be given a copy of the permits and aforementioned certificates within ten (10) days of my/our receiving same;
- III. If any structural modifications are involved, I/we will submit a letter from my/our architect/contractor stating that there are no structural modifications and that no load-bearing walls are being removed.
- IV. If the Alteration shall include any electrical work, I/we shall furnish to the Cooperative a letter from a licensed electrician, engineer or architect, which shall certify that the electrical loads required resulting from the Alteration will not be in excess of the present electrical capacity of the Apartment and will not adversely affect the Building's electrical service.

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V. I understand and agree that all contractors must contact the Superintendent prior to commencing work

- a. I understand and will inform my/our contractor(s) that no containers for removal of materials are allowed on the premises, unless same has been approved in writing by Management. Containers must be stored on the city streets and the contractor must have permits for storage.
- b. I understand and will inform my/our contractor(s) that all workers must, on a daily basis, clean the apartment and all common areas that they have disturbed and that
- c. I understand and will inform my/our contractor(s) that all work must be performed between the hours of 9:00 a.m. and 5:00 p.m. Monday thru Friday.

VI. I/we shall furnish the Cooperative with a photocopy of each and every agreement with my/our contractor(s), which shall include a description of the scope of their renovation work. This is an addition to any architectural, plumbing, electrical or structural plans submitted.

Read understood and agreed to:

By: _____

By: _____

Date: _____

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Contractor's Application
(To be completed by contractor)

This form must be completed by the contractor and submitted with the Shareholder's Alteration Agreement to the Managing Agent prior to commencing any work in the building. A NEW YORK CITY CONTRACTOR'S LICENSE is required by all contractors in order to perform any work.

Contractor's Name: _____

Contractor's Address: _____

City, State and Zip: _____

Contractor's Office Tel: _____ Emergency Tel #: _____

1. What Work Will you be performing: _____
(Please attach scope of work)
2. What is your NYC License Number? _____
(Please attach a copy of your license)
3. Is a building permit required? NO _____ YES _____. If a permit is required, the work must be filed with the Department of Buildings and a copy of each building permit issued (construction, plumbing, electrical, etc.) must be submitted to the Managing Agent before approval is granted to start each phase of work.
4. You are required to provide the Managing Agent with an insurance policy and certificate of liability and property damage insurance in the amount of \$1,000,000.00 naming the shareholder, the Cooperative and ARAS Properties Inc. as the insured for liability and property damage which may be caused by your actions while working in the building.
5. What are the name, address and telephone number of your insurance agent?

Contractor must read and sign: I, _____, hereby agree to abide by the rules of the Cooperative while working in the building. Such rules prohibit work of any kind of prior to 9:00 A.M. or after 5:00 P.M. weekdays. I also understand that no work is permitted on Saturday, Sunday or Holidays

Signed: _____

Date: _____

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Whereas _____ ("Contractor") is and will be performing certain work for _____ ("Owner") pursuant to oral and/or written agreement and/or Purchase Orders. As to all such work, Owner and Contractor agree as follows:

INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless Owner, the Cooperative, ARAS Properties Inc., and their respective agents, employees, partners, principals, shareholders, affiliates, lenders, officers and directors (collectively, the "Indemnified Parties" and each an "Indemnified Party") from any and all claims, suits, damages, liabilities, professional fees, including attorney's fees, costs, court costs, expenses and disbursements related to death, bodily injuries or property damage (including loss of use thereof) arising out of or in connection with the performance of the work of the Contractor, its agents, servants, subcontractors or employees, or the use by Contractor, its agents, servants, subcontractors or employees, of facilities owned by Owner. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against an Indemnified Party without negligence on its part either causing or contributing to the underlying claim. In that event, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault, whether by statute, by operation of law or otherwise, to the fullest extent permitted by law.

The foregoing indemnity shall include injury to or death of any employee of the Contractor or subcontractor and shall not be limited in any way by an amount or type of damages, compensation or benefits payable under any applicable Workers Compensation, Disability Benefits or other similar employee benefits acts. This clause shall survive the expiration or termination of this contract and the work.

INSURANCE PROCUREMENT

In addition to any other insurance which Contractor may be required or chooses to carry, Contractor shall, at its sole expense, maintain during the term of the Work under this Agreement, and as otherwise required hereunder, the following insurance coverages:

1. Workers Compensation and Employers Liability insurance in amounts no less than the required statutory limits.

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2. Automobile Liability Insurance for Bodily Injury and Property Damage in the amount of \$1,000,000 combined and covering all owned, non-owned and hired vehicles. The policy shall name the Indemnified Parties as additional insureds on a primary and non-contributory basis.
3. Commercial General Liability Insurance with limits of no less than \$1,000,000 per occurrence & \$2,000,000 aggregate (per project). The policy shall name the Indemnified Parties as additional insureds on a primary and non-contributory basis for all ongoing and completed operations under ISO Forms CG20 38 04 13 and CG 20 37 or their equivalents. The coverage provided under this CGL policy shall be written on an "occurrence" basis with no policy provisions that preclude coverage for any workers employed at the job site or that otherwise restrict, reduce, limit or impair contractual liability coverage or the status of any additional insureds. Completed Operations coverage shall remain in force for not less than five (5) years after completion of the work and shall include the Indemnified Parties as additional insureds on a primary and non-contributory basis.
4. Umbrella Liability Insurance in an amount not less than \$2,000,000 providing excess coverage over all limits and coverages required in paragraph 2 and 3 above and naming the Indemnified Parties as additional insureds on a primary and non-contributory basis.

All policies noted in above shall be written with insurance companies authorized to do business in the State of New York and rated no lower than A- in the most current edition of A.M. Best's Property-Casualty Key Rating Guide. All polices shall contain a provision that the coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner Contractor waives all rights of subrogation against the Indemnified Parties and all policies required by Contractor under this Agreement shall provide such waivers of subrogation by endorsement or otherwise.

Certificates of Insurance evidencing the above coverages shall be furnished to Owner prior to the start of Contractor's work and copies of the policies shall be made available to Owner for inspection at Owner's request. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required.

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If any information concerning reduction or cancellation of coverage is not furnished by the insurer, it shall be furnished by the Contractor with reasonable promptness according to Contractor's information and belief. Contractor shall cause its subcontractors to procure insurance covering the above liabilities under policies in form, in amounts and with insurance companies licensed to do business in the State of New York and acceptable to Owner. Contractor will obtain said policies or certificates thereof and deliver them to Owner.

Date: _____ Owner: _____ Contractor: _____

Insurance Clause:

Certificate Holder:
(Cooperative's Name)
C/o ARAS Properties
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Additional Insured:

Name of Shareholder(s)/Owner(s) & Unit #(s)
Cooperative's name and address
ARAS Properties; 92 Washington Ave. Cedarhurst, NY 11516