## Alteration Application

### Warwick Owners Corp.

76-12 35<sup>th</sup> Ave., Jackson Heights, New York, 11372



Attention: Julia Kodis, Property Manager

Phone: 516-876-4800 ext 318 Fax: 516-780-8328 Email: julia@kaled.com

#### ALTERATION APPLICATION PACKAGE CHECKLIST

1.	Completed and signed Alteration Application.	
2.	Specifications of work to be completed (including diagrams where necessary and/or certified architect or engineer reports).	
3.	Department of Building work permit (if applicable).	
4.	Copy of contract/agreement with each contractor(s). See attached example.	
5.	Copy of contractor(s) licenses if applicable (plumbing and electrical, etc.).	
6.	Copy of worker's compensation coverage. See attached example.	
7.	Certificate(s) of liability insurance for contractor(s). See attached example.	
8.	EPA certificate (if applicable).	
9.	Copy of homeowner's co-op insurance (mandatory).	
10.	Processing fee of \$500 (non-refundable) payable to Kaled Management Corp., certified check or money order only, <b>if applicable</b> .	
11.	Security deposit of \$ (refundable) payable to Warwick Owners Corp., certified check or money order only.	
12.	Primary contact name and cell phone number for on-site Contractor for any questions or concerns during construction.	
13.	Verification Superintendent has complete set of keys for emergencies.	

#### ALTERATION APPLICATION PROCEDURES

You can conveniently complete this application form by typing information into the highlighted fields.

Print your completed form, sign it as required (electronic signatures acceptable),

and submit it to Kaled Management.

You are required to notify Management about all plans for construction, renovation, or alteration work to be done in your apartment. Management will then review your plans and either approve them or ask you to submit an alteration agreement plus additional documents, ask for additional information, or deny approval.

- a. All alterations or other work to an apartment is subject to the Warwick Owner's Corp. Board Approval.
- b. All applications must be submitted along with all required documentation in order to be processed.
- c. No work can start without consent and approval from the Warwick Owner's Corp. Board and Kaled management.
- d. The Superintendent must be notified 48 hours before commencing work.
- e. Once approved by the Warwick Board and Kaled Management, the Superintendent will post a construction notice on the door of the apartment with a second notice on the bulletin board for the duration of construction (see attachment) to inform neighbors of the approved construction schedule.

#### Only completed packages will be forwarded to the Board of Directors for review.

Please submit one (1) original copy to Kaled Management Corp. attention Julia Kodis with applicable fees to the Kaled Management office.

Please submit a second PDF version by email to Julia Kodis - julia@kaled.com. If a document is not included, please provide a written explanation.

- 1. Completed and signed Alteration Application.
- 2. Specifications of work to be completed (including diagrams where necessary and/or certified architect or engineer reports).
- 3. Department of Building work permit (if applicable).
- 4. Copy of contract/agreement with contractor(s). Please include the following in your contract:
  - a) Duration of project with specific completion date.
  - b) All debris will be removed by contractor(s) or at cost of shareholder(s) through the basement during regular work hours.
  - c) Contractor(s) will follow all directions and guidelines provided by superintendent and management.
  - d) Acknowledge that the Warwick is a non-smoking environment inside and outside the building.

- 5. Copy of contractor(s) licenses if applicable (plumbing and electrical).
- 6. Copy of worker's compensation coverage for all contractors and sub-contractors.
- 7. Certificate(s) of liability insurance for contractor(s). Acceptable certificates will show no less than \$1,000,000 for liability and property damage, naming shareholder(s) as primary insured with Warwick Owner's Corp. and Kaled Management as additionally insured.
- 8. EPA certificate (if applicable). New York City Local Law #1 requires all contractors must be EPA certified when dealing with lead paint removal, sanding, plastering and painting.
- 9. Copy of homeowner's co-op insurance (mandatory).

#### Fees required at time of application

- \*\*Processing fee of \$500 (non-refundable) payable to Kaled Management Corp., certified check or money order only, if applicable.
- \*\*Security deposit of \$ (\$500 or \$1000 refundable) payable to Warwick Owners Corp., certified check or money order only.
- \*\*Applicable fees to be determined by Kaled Management depending on scope of work.

All application information, documents and fees must be submitted to:

#### **Kaled Management**

Attention: Julia Kodis, Property Manager 7001 Brush Hollow Rd. Westbury, NY 11590 Phone: 516-876-4800 ext 318

Fax: 516-780-8328 julia@kaled.com

#### WARWICK OWNER'S CORP. ALTERATION AGREEMENT

#### Dear Board of Directors:

Pursuant to paragraph 26 of my Proprietary Lease, "the Lessee....must obtain prior written consent of the Board of Directors prior to making any alterations or changes in the apartment..."

I hereby request permission to make the alterations described in the annexed document (hereafter collectively referred to as the "work") in the above apartment.

#### If such permission is granted, I agree:

- 1) To not commence any work in relation to this alteration until I have received the Warwick Owners Corp. written permission, as evidenced by the return of this agreement duly executed by the Warwick Owners Corp. or its managing agent.
- 2) To submit a refundable deposit of \$\ I understand that the cost to repair any damages made in connection with this alteration shall be deducted from this deposit. In addition, I also understand that my failure to comply with any of the provisions of this agreement will cause me to forfeit the entire deposit. In all cases, Warwick Owner's Corp., or its managing agent, shall have the sole right to inspect my apartment on as many occasions as it may deem necessary prior to alteration, as the alteration progresses, and upon its completion. In all cases, Warwick Owners Corp. or its managing agent may determine the cause of any damage to Warwick Owners Corp. property and the cost to restore such property to its original condition for which I will be financially responsible.
- 3) In the event that the Warwick Owners Corp. representative determines that the alterations have not been performed in compliance with the plans submitted and the provisions in this alteration agreement, I agree to have the alterations corrected at my expense.
- 4) I understand that the Warwick Owners Corp. shall deduct from this deposit all costs, fees and expenses incurred by it in connection with this application, including but not limited to legal, architectural, engineering and other professional fees and the cost of any repairs or replacement to the Warwick Owners Corp.'s deduction of any portion of this deposit shall not in any way limit or waive my obligations under this agreement, the Proprietary Lease, the By-Laws and House Rules and Regulations of Warwick Owners Corp.
- 5) To provide all documents required in the alteration agreement checklist and understand this is an ongoing obligation for me to provide updates and changes in writing to management. If required by law or governmental regulations to file plans with and procure the approval of all governmental agencies having jurisdiction over the work and, not more than ten days after receipt of such approval, to deliver to the managing agent a copy of every permit or certificate issued. If there is any doubt as to the need for such approval, Warwick Owners Corp. and its managing agent shall be the sole arbiter in resolving the doubt. If it is determined for any reason, at any time, that any alteration(s) performed by me or on my behalf does not comply with any applicable law(s), then I shall be solely responsible for all costs necessary to bring the alteration(s) in full compliance with the applicable law(s). I agree to reimburse Warwick Owners. Corp. for any fines incurred for any violation(s) of the applicable law(s).

- 6) To procure from my contractor(s):
  - a. Comprehensive personal liability and property damage insurance policies each in amount of \$1,000,000 which policies name me as primary insured (certificate holder) and Warwick Owners Corp. and Management as additional insured. Such policies shall provide that they may not be terminated until at least ten days after written notice to Warwick Owners Corp. and management.
  - b. Worker's compensation and employees liability insurance policies, which cover all the employees of the contractor(s) or subcontractor(s). All such policies or certificates evidencing their issuance shall be delivered to the managing agent.
  - c. Provide managing agent primary contact(s) name and cell phone numbers for on-site Contractor(s) for any question or concerns during construction.
- 7) If Warwick Owner's Corp. requires or shall deem it wise to seek legal, engineering or architectural advice prior to granting permission, I agree to reimburse Warwick Owners Corp., on demand, for reasonable fees incurred, and if the application is approved, then, in any event, prior to commencement of any work.

#### 8) It is understood that:

- a. I assume all risks of damage to the building and its mechanical systems, and to persons and property in the building, which may result from or be attributable to the work being performed hereunder and all responsibility for the maintenance and repair of any alterations and installations after completion. This responsibility covers all work, or roofs, waterproofing of every part of the building directly or indirectly affected by the work, and the maintenance of all heating, plumbing, air conditioning and other equipment installed or altered pursuant hereto. If the operation of the building or any of its equipment is adversely affected by the work, I shall, when so advised, promptly remove the cause of the problem.
- b. I agree to upgrade my electrical fuse box at my own cost to comply with the Warwick's insurer (for major alterations only, determined by Management).
- c. If altering my bathroom(s) I agree to have a licensed plumber replace the shower body and lead bend from the toilet to the main plumbing line as a precaution to prevent future plumbing issues (parts and labor receipts should be submitted for reimbursement from Warwick Owners Corp.). I agree to have a licensed plumber replace the shower pan (if applicable) and submit parts and labor receipts for reimbursement from Warwick Owners Corp., (maximum amounts to be determined by management).
- d. I recognize that there will be no change in the operation of the building's heating system to facilitate the functioning of any heating or air conditioning units I may be installing.
- e. The alterations and materials used shall be of the quality and style in keeping with the general character of the building.
- f. I undertake to indemnify Warwick Owners Corp., your Managing Agent, and tenants or occupants of the building for any damages suffered to person or property as a result of the work performed hereunder, whether or not caused by negligence, and to reimburse Warwick Owners Corp. and your managing Agent for any expenses (including, without limitation, attorney's fees and disbursements) incurred as a result of such work.

- 9) I agree that all the permitted work shall be completed by the completion date set forth in the contract (the original completion date) provided to the Board unless I apply for an extension in writing prior to the completion date. If the work shall not be completed by the completion date stated in the contract (and no extension has been granted in writing), I agree to pay the sum of \$100.00 per day for each additional day the work remains incomplete.
- 10) No work shall be done, except between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. No work is to be done Saturdays, Sundays or holidays. Any work that can produce unusual noises that may be disturbing to building occupants shall not be done before 10:00 a.m. Warwick Owners Corp. shall be the sole arbiter should there be any doubt as to acceptable noise levels and to which days are considered holidays. I agree to notify the superintendent at least 48 hours in advance of the date which contractors or deliveries will be entering the building. Under no circumstances shall the back gate(s) be left open and unattended at any time. Reminder: the superintendent is off on Fridays. Management will be notified in his place for alternate arrangements. A fine of \$500.00 for the breach of any provision in this paragraph will be assessed and doubled for each successive breach.
- 11) The Contractor agrees to protect the elevator(s) using blankets and floor coverings provided by the Superintendent. At the end of each work day, the blankets are to be taken down and put in a secure area as designated by the Superintendent. If pads are not used appropriately, misplaced or removed from the premises by the Shareholder or Contractor, a \$500 fine will be assessed and doubled for each successive breach.
- 12) All precautions will be taken to prevent dirt and dust from permeating other parts of the building during the progress of the alteration. All contractors and deliveries must use the basement service entrance only. No debris or any other materials may be stored or left at any time in common areas of the building or grounds. I and the contractor(s) will not be allowed to use the lobby, sidewalks, courtyards, and other public and common areas to work or be used for storage of building materials, tools or debris. Materials and rubbish will be placed in barrels or bags, before being taken out of the apartment. All such barrels and bags, rubble, discarded equipment, empty packing cartons and other materials will be taken out of the building through the basement and removed from the premises by my contractor or at my expense daily according to current EPI industry guidelines.
- 13) I will bear the entire cost of alterations and installation and pay all bills incurred in connection therewith, not later than thirty days after completion of the work. If any mechanic's liens were filed for work claimed to have been done or materials alleged to have been supplied, I shall cause such liens to be discharged within ten days after such filing. If the work damages the lobby, stairs, elevators, or other common areas I shall promptly upon notice pay for any repairs required. If I fail to do so, Warwick Owners Corp. may exercise any or all of its rights and remedies under the Proprietary Lease or this agreement.
- 14) At the completion of the work, I will deliver to Warwick Owners Corp. or its managing agent an amended Certificate of Occupancy and the certificate of the Board of Fire Underwriters, <u>IF either is required</u> and such other proof as may be necessary to indicate all work has been done in accordance with all applicable laws, ordinances and Government regulations.

- 15) I recognize that by granting consent to the work, Warwick Owners Corp. does not profess to express any opinion as to the design, feasibility or efficiency of the work.
- 16) My failure to comply with any of the provisions hereof shall be deemed a breach of the provisions of the Proprietary Lease, pursuant to which Warwick Owners Corp. consent has been granted, and, in addition to all other right, Warwick Owners Corp. may also suspend all work and prevent workmen from entering my apartment for any purpose other than to remove their tools and equipment.
- 17) I understand and agree that all fines, fees and additional costs paid by me as a result of the work will be charged on my monthly maintenance bill as additional charges.
- 18) This agreement may not be changed orally. This agreement shall be binding on Warwick Owners Corp., our personal representatives and me and authorized assigns.

#### ALTERATION POLICY ACKNOWLEDGEMENT AND SIGNATURE(S)

I (we) have read and understood the above terms and conditions

and agree to abide by them in connection with the alteration of apartment .

Signature Shareholder 1:	Date:
Print Shareholder Name 1:	Home phone:
Email:	Cell phone:
Signature Shareholder 2:	Date:
Print Shareholder Name 2:	Home phone:
Email:	Cell phone:

#### ALTERATION APPROVAL SIGNATURE BY MANAGEMENT

Permission has been granted for the alteration of apartment .

Signature Management:	Date:
Print Name:	

SHAREHOLDER -CONTRACTOR AGREEMENT				
SHAREHOLDER INFORMATION				
Name(s):				
Apartment:				
City:	State:		ZIP Code:	
Home Phone:	Work Phone:		Cell phone:	
Email:				
CONTRACTOR INFORMATION  Please complete one agreement for each contractor participating in your alteration				
Company name:				
Name of Primary contact on	site:			
Address:				
City:	State:		ZIP Code:	
Profession:				
Work Phone:		Cell Phone:		
Email:				
	ERTIFICATES, INSUR			
	Please provide copies of cu	irrent copies to mana	agement	
Plumbing License				
Electrical License			CD :11:	
<b>=</b>	General Contractor License/Registration New York City Department of Buildings			
Home Improvement Contract License New York City Department of Consumer Affairs			onsumer Arrairs	
	Workers' Compensation			
EPA certificate	Contractor Liability Insurance			
<u> </u>	of Exemption for Worker	's Compensation		
Certificate of Attestation of Exemption for Worker's Compensation  PROPOSED WORK TO BE DONE BY CONTRACTOR				
Use additional paper if necessary				

DURATION OF PROJECT			
Start date:			
End date:			
ACKNOWLEDGMENTS			
nareholder and contractor acknowledge any additional time for work to be completed (past above end date) ust be approved by Management in writing. Failure to do so will result in a \$100 fine per day added to the nareholder account.			
All contractors shall enter and exit through the basement. All deliveries to be done through the basement. Debris must be removed daily through the basement during regular work hours following EPI industry guidelines. No debris or materials can be left at any time in common areas of the buildings or grounds. At no time shall the back gates be left open and unattended. Failure to do so will result in a \$500 fine to the Shareholder account and doubled for each successive breach.			
Acknowledge the Warwick is a non-smoking environment, inside and out.			
Agree to notify the Superintendent and Management of any changes for prim	nary contact on site.		
Agree work hours to be conducted Monday through Friday 8 a.m. to 5 p.m. only. No work to be done of any kind on Saturdays, Sundays and holidays. Any unusual noisy work that could be disturbing to neighbors must not be done before 9 a.m. Failure to do so will result in a \$500 fine to the Shareholder account and doubled for each successive breach.			
Agree to use elevator pads and floor coverings at all times during alteration and return same to Superintendent at end of each work day. Failure to do so will result in a \$500 fine to the Shareholder account and doubled for each successive breach.			
Agree to provide Superintendent 48 hours notice for start of work or any expected large deliveries (ie. Appliances). Please note the Superintendent is off on Fridays. Management should be notified in his place on Fridays.			
ACKNOWLEDGEMENT AND SIGNATUR	E(S)		
I (we) have read and understood the above terms and conditions and agree to abide by them in connection with alteration of apartment #			
Signature Contractor:	Date:		
Print Name:			
Signature of Shareholder 1:	Date:		
Print Name Shareholder 1:			
Signature of Shareholder 2 Date:			
Print Name of Shareholder 2:			



CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

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**POLICYHOLDER** 

Name of Contractor or sub contractor

Address

CERTIFICATE HOLDER

STATE UNIVERSITY OF NEW YORK @ ALBAY ATTN:

1400 WASHINGTON AVENUE ALBANY NY 12222

POLICY NUMBER CERTIFICATE NUMBER PERIOD COVERED BY THIS CERTIFICATE 01/01/2009 TO 05/01/2010

DATE 1/8/2009

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2058 840-6 UNTIL 05/01/2010, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 05/01/2010 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE DOES NOT APPLY TO BUILDING DEMOLITION.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at https://www.nysif.com/cert/certval.asp or by calling (888) 875-5790

VALIDATION NUMBER: 107031806

A	ACORD™ CERTIFICA	ATE OF LIABIL	ÎTY INS	URANCI	ESAMPLE	DATE (MM/DD/YYYY) 01/01/10
Insurance Agency Name Address			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
Cit	y, State, Zip		INSURERS A	FFORDING COV	/ERAGE	NAIC#
INSU		<b>L</b>	INSURER A: Ir	nsurance Com	npany Name	
	me of Contractor or Sub-Contra dress	actor	INSURER B:			
	y, State, Zip		INSURER C:	INSURER C:		
Cit	y, state, 21p		INSURER E:			
TH Al M. P(	VERAGES HE POLICIES OF INSURANCE LISTED BELOW NY REQUIREMENT, TERM OR CONDITION O AY PERTAIN, THE INSURANCE AFFORDED B DLICIES. AGGREGATE LIMITS SHOWN MAY H	OF ANY CONTRACT OR OTHER BY THE POLICIES DESCRIBED HE HAVE BEEN REDUCED BY PAID (	DOCUMENT WITH EREIN IS SUBJECT CLAIMS.	H RESPECT TO WH T TO ALL THE TERI	HICH THIS CERTIFICATE N	MAY BE ISSUED OR
INSR LTR	ADD'L INSRD TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT	
Α	GENERAL LIABILITY  X COMMERCIAL GENERAL LIABILITY  CLAIMS MADE X OCCUR	Policy #	Eff. Date	Exp. Date	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person)	s Limit s Limit s Limit
	\$1,000,000 mi	nimum for liability and	l property da	mage	PERSONAL & ADV INJURY GENERAL AGGREGATE	s Limit s Limit
	GEN'L AGGREGATE LIMIT APPLIES PER:  X POLICY PRO- JECT LOC				PRODUCTS - COMP/OP AGG	s Limit
	AUTOMOBILE LIABILITY ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	\$
	ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
	HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	ANY AUTO				OTHER THAN AUTO ONLY:  EA ACC AGG	\$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
	OCCUR CLAIMS MADE				AGGREGATE	\$
	DEPUGZIBLE .					\$
	DEDUCTIBLE RETENTION \$					\$
37	WORKERS COMPENSATION AND				WC STATU- OTH- TORY LIMITS ER	Ψ
X	EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE	Policy #	Eff. date	Exp, date	E.L. EACH ACCIDENT	\$
	OFFICER/MEMBER EXCLUDED? If yes, describe under				E.L. DISEASE - EA EMPLOYEE	
	SPECIAL PROVISIONS below  OTHER				E.L. DISEASE - POLICY LIMIT	\$
DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLES /	EXCLUSIONS ADDED BY ENDORSEME	ENT / SPECIAL PROVIS	SIONS		
NY	rtificate holder is named as an a 11372, as well as Kaled Manag emise location: 7612 35 Avenue	ement, 7001 Brush Ho	llow Rd., We		•	Jackson Heights
CEI	RTIFICATE HOLDER		CANCELLAT	ION		
Name of Shareholder(s) Address City, State, Zip			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.			
			AUTHORIZED REP	PRESENTATIVE		

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# NOTICE OF CONSTRUCTION APARTMENT

## WILL BE UNDERGOING ALTERATIONS

(APPROVED BY BOARD OF DIRECTORS AND MANAGEMENT)

CTADT DATE.

SIANIDAIL	•
END DATE:	

CONSTRUCTION TO TAKE PLACE
MONDAY THROUGH FRIDAY
8AM TO 5PM
(EXCEPT HOLIDAYS)

FOR QUESTIONS OR CONCERNS,
PLEASE CONTACT:
JULIA KODIS, KALED MANAGEMENT
516-876-4800 X318 OR JULIA@KALED.COM

THIS NOTICE TO BE POSTED ON APARTMENT DOOR AND BULLETIN BOARD FOR DURATION OF CONSTRUCTION