



Garthchester Realty

www.GarthchesterRealty.com

440 Mamaroneck Ave., Suite S512
Harrison, New York 10528
(914) 725-3600 F:(914) 725-6453

98-20 Metropolitan Ave., Suite 1
Forest Hills, New York 11375
(718) 544-0800

**2550 INDEPENDENCE AVE. OWNERS CORP.
2550 INDEPENDENCE AVENUE
RIVERDALE, NY 10463**

Re: Alteration Agreement

Dear Shareholder(s):

Enclosed are the Alteration Application and Agreement ("Agreement"), which must be completed before alteration work can be initiated in your apartment. The purpose of the renovation package is to insure that any renovation work performed in the building will cause as little disturbance as possible to other owners and tenants. In addition, the procedure ensures licensed contractors will be used to perform critical work and that the work will be done in accordance with the building codes of the city of New York.

Owners seeking to renovate their units will be required to complete the renovation package and to obtain Management and/or Board approval prior to commencing any work which would involve demolition of walls, ceilings, tiles, or the change or addition to any electrical or plumbing system or any other improvements.

The package includes forms which request specific and important information from both the shareholder and his/her contractor.

No exceptions to this policy will be granted, as all work done in the building which requires outside labor, the use of equipment, or the movement of heavy items through the building, can cause both damage to Co-op property and a disturbance to other owners.

Also enclosed is a shareholder Alteration Application Checklist. Please read the Application and ask the professionals and/or contractors working for you to do so as well. The procedures set forth were designed to protect you, your fellow tenants and shareholders, and the Apartment Corporation.

You must return to the Managing Agent, the original and one copy of the completed and signed Agreement, along with all required documents. You must also include two checks, **one for three hundred and fifty dollars (\$350.00) made payable to Garthchester Realty** for the non-refundable processing fee, and the **second for one-thousand dollars (\$1,000.00) made payable to 2550 Independence Ave. Owners Corp.** for the Alteration Escrow Deposit; this deposit is subject to modification at the discretion of the Board of Directors and/or Management, dependent upon the scope of work and nature of an Alteration. The Escrow Deposit is refundable upon the satisfactory completion of the Alteration, less any amount required to cover damages resulting from the Alteration. **Escrows will not be refunded until all Department of Buildings (DOB) permits are closed out. A full, complete alteration package must be submitted for review and approval before filing for any permits with DOB.** Architect self-certification is not permitted. Once approval is given by the engineer, Board of Directors and/or Managing Agent, your contractor may proceed to file for any necessary permits to begin your apartment renovation and must follow the rules for project commencement.

Please note: the Co-op's engineer and superintendent may make periodic inspections during the renovation to observe compliance with the alteration agreement and the approved plans. These engineering visits will be at the shareholder's expense.

Should you have any questions, please feel free to contact the Alteration Processing Department at 914-725-3600 – Ext. 3115.

Sincerely,
2550 Independence Ave. Owners Corp.



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SHAREHOLDERS ALTERATION PROCEDURE

1. Please note that the following procedures must be followed during your renovation project. The Alteration application must be complete and all items submitted must be marked on the enclosed checklist before it can be forwarded for review. Incomplete applications will not be processed.
2. After the completed package has been submitted and depending on the scope of work, it usually takes two to three weeks for review and a decision.
3. If your Alteration Application is approved, the management office will inform the shareholder and a copy of the fully executed Alteration Agreement will be forwarded to you for your files.
4. The shareholder will pay the expenses if the Alteration Application is submitted to the building's Engineer/Architect for review.
5. Depending upon the scope of alteration work, engineering inspections may become necessary during the renovation to observe compliance with approved plans. The additional expenses for these visits will be borne by the shareholder.
6. If you plan to move plumbing lines or make structural changes to the walls, your architect/contractor must file with the proper division of the Department of Buildings, City of New York. (Please note that no building riser whether plumbing, electrical or otherwise may be relocated at any time.)
7. An asbestos report is required if you are filing with the DOB.
8. If you plan to renovate your bathroom, depending on the extent of renovation, you will be required to replace all branch lines from the riser to the basin, toilet and shower body, including the shower body, toilet lead bend, shower pan, and installation of new ball shut off valves. A NYC licensed plumber will be required to perform this work and it must be filed with the NYC Department of Buildings.
9. The plumber must furnish a statement about the work and submit proof that they have filed with the Department of Buildings for plumbing work being done to the apartment. The application must be closed with DOB before your escrow deposit can be returned.
10. The general contractors must inform the Superintendent about the starting date and nature of work to be done before beginning work.
11. All workmen must clean up daily when the day's work is done.
12. No containers for removal of materials are allowed on the premises, unless prior written approval is received from Management. They must be kept on the city streets and the contractor must have permits for their use. Contractor's garbage cannot be left at the site and use of the building's garbage containers or other methods of garbage disposal is prohibited.



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13. All contractors must comply with the EPA requirements and provide a copy of the company's EPA Certificate.
14. As a courtesy, prior to starting a construction renovation project, please notify all adjacent apartments on your floor and above and below your apartment by sending a notice that includes the nature of the alteration and approximate starting and completion dates. Please forward all copies of letters sent to your neighbors to the Managing Agent for our records.
15. Please read the Alteration Agreement thoroughly. If you or your architect/contractor have any questions, please contact the Managing Agent.
16. The contractors must have protection for the floors, walls, elevators, etc.
17. The contractors may use service entrance and service elevator only (if applicable).



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SHAREHOLDER ALTERATION CHECKLIST

Please include all applicable items with your Alteration Application

- Read the complete Shareholder Alteration Application and Agreement.
- Original, plus one (1) copy of the completed and signed Alteration Agreement. **NO DOUBLE SIDED COPIES.**
- Processing fee (non-refundable): Check for **\$350.00 payable to "GARTHCHESTER REALTY"**
- Security Deposit: Check for **\$1,000.00 payable to "2550 Independence Ave. Owners Corp."** (refundable at completion of work and closing of open DOB permits issued for your work). For more extensive applications, a larger deposit may be necessary.
- Original, plus two (2) copies of your contractor's insurance certificates.
- Original, plus two (2) copies of each signed contractor's agreement.
- Two (2) copies of Alteration Plans applicable for this alteration.
- Two (2) copies of the license of each contractor as applicable.
- Two (2) copies of any letters referring to the electrical and/or structural work as applicable.
- A job description from your architect/contractor. This is in addition to any architectural, plumbing, electrical or structural plans submitted.
- A letter from your architect/contractor stating that no structural components are being altered.
- A waiver of mechanic's lien from **each** contractor (i.e. carpenter, plumber) (see attached). Indemnification Agreement and Insurance procurement to be signed **by** owner and contractor (see attached).
- Exclusion of Injury form from **each** of your contractor(s) insurance broker(s). (This must be on the Insurance Brokers letter head).
- Proof of compliance with Local Law 154 and 159 (if applicable).
- Certificate of Insurance from **each** contractor naming 2550 Independence Ave. Owners Corp. and GARTHCHESTER REALTY, 440 MAMARONECK AVE, S-512, HARRISON, NY 10528 as the "Certificate Holder" and "As Additionally Insured" listed as follows:
 - Shareholder and Unit #
 - 2550 Independence Ave. Owners Corp.
 - Garthchester Realty
- After receiving approval from the Managing Agent, copies of all building permit(s) issued by DOB must be submitted.



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PART II -AGREEMENT

SHAREHOLDER(S) ALTERATION AGREEMENT

Date: _____

Name(s): _____

Tel. #: _____

Email: _____

Apt. #: _____

I/we hereby requests that **2550 Independence Ave. Owners Corp.** (the "Co-op") provide written consent for the making of certain alteration(s) (the "Alteration") to the above referenced co-op apartment, in the premises known as **2550 Independence Avenue, Riverdale** (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:

A. Before any alterations shall be started:

1. 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 with the proper division of the Department of Buildings (DOB) City of New York.
2. No plans may be submitted to DOB without prior approval from the Managing Agent. Architect self-certification is not permitted. An Asbestos Report is also required when filing with the Department of Buildings.
3. 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 10 days of my/our receiving same. Permits must be posted on the apartment door when permission to proceed is received.
4. If any structural modifications are involved, I/we will submit a letter from my/our architect/contractor stating that no load-bearing components are being altered.
5. If Alteration shall include any electrical work, I/we shall furnish to the Managing Agent 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.
6. I/we understand and agree that if the work is extensive, the alteration application, together with drawings and specifications describing the total scope of work, may be submitted to the Co-op's engineer or architect for review at the owner's expense.
7. I/we understand and agree that all contractors must notify the Superintendent prior to commencing work.



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- a. I/we 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 the Managing Agent. They must be kept on the city streets and the contractor must have permits for their use.
 - b. I/we understand and will inform my/our contractor(s) that all workers must clean up daily when the day's work is done and protection must be provided for floors, elevators, etc.
 - c. I/we understand and agree that after approval from the Managing Agent, as a courtesy, I/we will provide written notification to neighboring apartments of the construction work. I/we agree to forward copies of letters provided to neighbors for the Managing Agent's records.
8. 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 in addition to any architectural, plumbing, electrical or structural plans submitted.
 9. I/we shall procure from my/our contractor and submit for the Cooperative's approval the Contractor's written agreement waiving the right to file a Mechanic's Lien or other lien, attachment or encumbrance against the Cooperative which may arise out of or in connection with the work. Subcontractors shall also file a Waivers of Mechanic's Lien with the Managing Agent before such subcontractors commence work. If I/we are unable to obtain Waivers of Mechanic's Liens, then I/we shall provide the Cooperative with a Labor and Material Payment Bond from a Surety Company acceptable to the Cooperative.
 10. If required, I/we agree to obtain the approval of the New York Landmarks Preservation Commission for any Alteration(s) involving the exterior of the Building.
 11. I/we agree that no Air-Powered tools will be used without the specific written approval of the Board of Directors and/or Management.
 12. I/we agree that the contractor(s) who perform the Alteration work must obtain the following insurance coverage:
 - a. \$1,000,000.00 Comprehensive Liability
 - b. \$1,000,000.00 Property Damage Liability
 - c. Workmen's Compensation and Employee's Liability Coverage for ALL employees of the contractor and any Sub-contractors.
 13. I/we agree to insure that the contractor(s) submit a Certificate of Insurance, listing the Co-op as certificate Holder and As Additionally Insured: Garthchester Realty, and me/us stating that said insurance will not be terminated unless at least 30 days' notice is given to the Managing Agent.
 14. I/we agree to submit a copy of the license for all plumbers, electricians and trades people.

B. Guarantees/Commitments:

15. If required, at completion of the Alteration, I/we shall obtain a Certificate of Occupancy permitting residential occupancy of the apartment and a Certificate from the Board of Fire Underwriters with respect thereto.



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16. I/we shall assume all responsibility for the Alteration and agree that neither the Cooperative nor the Managing Agent will be responsible for the failure of efficient performance of building services to the apartment resulting from the Alteration.
17. I/we agree to assume all responsibility for the weather-tightness of any installation affecting the exterior walls or roof and the waterproofing of any portion of the Buildings structure directly or indirectly by the Alteration and for the maintenance and performance of all heating, plumbing air- conditioning and other requirements installed or altered by me/us.
18. Should the Alteration involve the enclosure of any heat or water pipes, or in any other way limit access to these pipes and if in the future, the Cooperative has cause to damage or remove these impediments for the purpose of repair to said pipes or for any other purpose, I/we agree to pay for any extraordinary expenses the Cooperative may incur in removing these impediments, and I/we shall assume all costs in restoring such.
19. The Alteration and Materials used shall be the quality and style in keeping with the general character of the Building. I/we agree to take all precautions to prevent all damage to the Building and assume all risk for damage to the Building, its mechanical systems, and property of all other tenants and occupants in the Building, which result from or in any way be attributable to the Alteration.
20. I/we agree that all demolition, reconstruction and installation work, as set forth in the Plans, shall be performed and completed within the time period specified from the date when municipal approval has been granted or if no approval is required, from the date approved by the Managing Agent.
21. I/we agree that the Alteration shall be performed only between the hours of 9:00 a.m. and 5:00 p.m. **NO WORK** shall be performed on Saturdays, Sundays or Holidays. The work must stop at 4:30pm for daily clean up.
22. I/we agree that rubbish, rubble, discarded equipment or other materials (i.e. empty packaging cartons) are to be promptly removed from the Building at my/our own expense, in the manner prescribed by the Managing Agent. I/we shall see to it that precautions shall be taken to prevent dirt and dust from permeating other parts of the Building or other apartments in the Building during the progress of the Alteration.
23. If for any reason, one or more Mechanic's Liens are filed for the work done or materials furnished in connection with the Alteration, I/we agree, at my/our sole expense to cause such Mechanic's Lien(s) to be satisfied. The Cooperative may exercise all rights and remedies reserved to it in my/our Proprietary Lease to cause satisfaction of said Lien(s).
24. By executing this Agreement, I/we undertake to indemnify and hold harmless the Cooperative, the Managing Agent and the Tenants and Occupants of the Building, against any claims for damages to persons and property suffered as a result of the Alteration, whether or not caused by negligence, and any expenses (including, without limitation, attorney's fees and disbursements) incurred by the Cooperative in connection therewith.
25. In granting the consent requested I/we understand that the Cooperative makes no representation as to the design, feasibility or efficiency of the Alteration or whether I/we will be able to obtain the required permits and certificates.



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26. If the operations of the Building or any of its equipment are in any way adversely affected by reason of the Alteration, I/we agree at my/our sole expense and cost to promptly remove the cause thereof upon being advised by the Cooperative or Managing Agent.
27. I/we acknowledge and agree that all demolition work must be completed within (10) days after commencement. I/we acknowledge that the time periods contained herein are of essence of this agreement, and that the time periods may be extended only if the Cooperative requests that no work be performed on specific dates; in such event the time for which completion is required hereunder will be extended by the number of days which the Cooperative prohibits work from being performed.
28. If the work is not completed within the approved time period, the Board of Directors and/or the Agent have the right to suspend all work and/or impose the following monetary damages. I/we agree to pay the Cooperative the following monetary damages:
 - a. If the work continues from one (1) to thirty (30) days after the date of the required completion, damages of \$250.00 for each working day will be payable.
 - b. If the work continues for more than thirty (30) days after the date of the required completion, additional damages of \$250.00 (for a total of \$500.00 per day) for each working day beyond the 30th day will be payable.
29. **The work must be completed within 90 calendar days from the date of commencement, unless prior written approval for an extension of time is received. Owner must notify agent in writing prior of the commencement date of work.**
30. I/we agree that this agreement **MAY NOT** be changed orally.
31. I/we understand and agree that the Cooperative may suspend all work hereby authorized if I/we fail to comply with the terms of my/our Proprietary Lease or the House Rules applicable to Alterations, or the terms thereof.
32. Should the Alteration involve erection of a structure or enclosure on an outside terrace, I/we agree that in addition to all other obligations set forth and in the Proprietary Lease, I/we shall grant the Cooperative's representatives access to the terrace for purposes of inspecting such structure or enclosure. I/we further agree, at my/our sole expense, to perform any repairs, maintenance and/or make such changes in the structure or enclosure, of the Building (including the apartment therein) as required to meet appropriate standards. I/we acknowledge and agree that, the Cooperative is not obligated to undertake such inspections or recommend repairs, maintenance procedures or changes.
33. I/we agree to release and discharge, and to the fullest extent permitted by law, to indemnify, defend and hold harmless, the Cooperative and its employees, agents (including, without limitation, the Cooperative's Managing Agent), officers and directors, from and against any and all claims, demands, or expenses of whatever kind or nature (including, without limitation, counsel fees and expenses) arising out of, or in any way related to, the Alteration or other construction in the Apartment.
34. I/we agree that by entering into this Alteration Agreement and in consideration for the Cooperative's consent to the requested Alteration, I/we hereby release the Cooperative from its responsibilities under the Proprietary Lease in connection with work performed in the Apartment. I/we and all future owners of the shares allocated to the Apartment, shall henceforth be deemed responsible for all future maintenance, repairs and replacements that may be required in connection with or related to the requested Alteration, as well as any unauthorized alterations or other construction performed in the Apartment including, but not limited to, any maintenance, repairs, and/or replacements of or to any

portion of the Building affected by the requested Alteration, any unauthorized alterations or other construction performed in the Apartment. Whenever a contract or other agreement shall be entered into for the sale, transfer or assignment of the shares allocated to the Apartment, whether by operation of law or otherwise, each such subsequent shareholder shall, as part of such contract or other agreement, be informed in writing of my/our obligations hereunder, shall be provided a copy of the Plans and this Agreement, shall be required to assume all of my/our obligations hereunder as a condition to such sale, transfer or assignment, and shall be required to execute such documentation as may be required by the Cooperative in connection therewith at or prior to closing. I/we shall, in addition, be responsible to provide copies of the Plans and this Agreement to the Purchaser.

- 35. I/we agree that this Alteration Agreement applies to the requested Alteration, any unauthorized alterations and any other construction performed in, to or affecting the Apartment, including but not limited to, any electrical work, plumbing work, structural changes, exterior work and any work performed to windows, window frames, sashes or sills.
- 36. All parties hereto shall be deemed to have participated in the review and/or preparation of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall in all instances be interpreted as to its fair meaning and to strictly for or against any party.
- 37. I/we hereby warrant and represent that: I/we have carefully read this Alteration Agreement in its entirety; have had an adequate opportunity to consider it; have either consulted with an attorney of my/our own choosing or have had adequate opportunity to do so and have chosen not to. I/we further warrant and represent that I/we understand all of its terms; fully understand my/our rights, obligations and responsibilities hereunder; voluntarily assent to all of the terms and conditions contained herein and are signing this Agreement voluntarily and without force or duress of any kind
- 38. I/we hereby further agree to waive any and all claims that I/we might have against the Corporation that may arise as a result of or in connection with (a) the Corporation's advice to a potential Purchaser of the provisions of this Agreement and/or (b) the Corporation's refusal to consent to the transfer of the Apartment to a potential Purchaser unless and until such potential Purchaser has executed and delivered to the Corporation or its agent such documentation as the Corporation may require regarding the assignment and/or assumption of the obligations contained herein.

Read, understood and agreed to:

By: _____

By: _____

Date: _____

Approved Approved with Modification (see instruction) Not Approved

By: _____

Date: _____



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2550 INDEPENDENCE AVE. OWNERS CORP. ALTERATION AGREEMENT

**Addendum to Document A107-2007
2550 Independence Ave. Owners Corp. (Owner)**

And _____

Notice is hereby given that the coop engineer will be making periodic visits during the renovation to observe compliance to the alteration agreement. These engineering visits will be at the shareholders expense.

A \$1,000 application escrow deposit must be submitted prior to final engineering, board of directors and management review. (Such amount may be amended subject to the scope of work)

The engineering fee is approximately \$175.00 per visit.

Shareholder

Shareholder

**PART III – SUBMITTIALS
CONTRACTOR'S APPLICATION
(To be completed by the 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 License** is required by all contractors and their subcontractors in order to perform any work.

Contractor's Name: _____

Contractor's Address: _____

City, State and Zip: _____

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

Re: **2550 Independence Avenue** Apartment #: _____

1. What work will you be performing?

2. What is your NYC License#? _____
(Please attach a photocopy 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 permit issued (Construction, plumbing, electrical, etc.) must be submitted to the Managing Agent before approval is granted to start each phase of work. **(No application or permit may be applied for unless the alteration is approved.)**

4. You are required to provide the Managing Agent with a certificate of liability and property damage insurance in the amount of \$1,000,000.00 naming **2550 Independence Ave. Owners Corp.** and **Garthchester Realty** as insured's for liability and property damage which may be caused by your actions while working in the building.

5. What is the name, address and telephone number of your insurance agent?

Contractor must read and sign:

I _____, hereby agree to abide by the rule of **2550 Independence Ave. Owners Corp.** while working in the building. Such rules prohibit work of any kind prior to 9:00AM or after 5:00PM weekdays. I also understand that no work is permitted on Saturday, Sunday and Holidays. (Work must stop at 4:30pm for daily clean up.)

Signed: _____

Date: _____

NYC License#: _____

Print Name and Title: _____

MECHANIC'S LIEN WAIVER FORM
(To be completed by each contractor)

Dated: _____

Attention: Managing Agent of **2550 Independence Avenue**

Re: Apartment# _____

Dear Sir/Madam:

The undersigned agrees that it will not make any claim against, or seek to recover from (a) _____ (the "Shareholder") or (b) the Corporation' or the Corporation's other Shareholders', servants, agents, partners, guests, licensees, invites, tenants or employees (collectively, the "Indemnified Parties") for any damage to persons or property by the perils within the scope of the policies described in that certain alteration agreement between the Corporation and the Shareholder dated _____ unless the loss or damage is due to the carelessness or negligence of the Indemnified Party. The Indemnified Parties and all other occupants of the building shall be indemnified and held harmless against any and all liability, including legal costs and expenses on account of loss of life or injury to any person or damage to property which occurs during or results from the performance of the work, unless such injury or loss or damage to the property is caused by carelessness or negligence of that indemnified Party.

Sincerely,

(Name of Contractor)

Signature: _____

Print Name: _____

Title: _____

License# _____

A copy of my New York State License is attached.

INSURANCE/COI REQUIREMENTS
and
HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

As a condition of doing business with 2550 Independence Ave. Owners Corp. (“Unit Owner” OR “Building Owner”), every Contractor or Vendor (Including any Subcontractors) performing work on the premises of 2550 Independence Avenue Bronx, NY 10463 (the “Location”) **MUST:**

- I. provide insurance of the types and in not less than the limits set forth below (or in a greater amount if requested by the condominium or corporation). If the Contractor or Subcontractor is carrying higher limits than those limits set forth below, then those higher limits shall be deemed to be required. Contractors or Subcontractors insurance coverage is primary and non-contributory to Building Owner, Unit Owner and Property Manager, and grants such parties a waiver of subrogation; and no diminution of limits of insurance will be permitted. Each of the contractors and subcontractors shall maintain the insurance throughout the duration of its portion of the Work (and any warranty period given to the unit owner or shareholder by the contractor or the subcontractor)
 - a. Commercial General Liability using an industry standard unmodified coverage form including contractual liability with minimum limits of \$1,000,000 each occurrence, \$2,000,000 aggregate with either per project or per location endorsement for property damage and bodily injury
 - b. Comprehensive Automobile Liability insurance with minimum limits of \$1,000,000 combined single limit each accident, including bodily injury and property damage liability for any owned, hired/borrowed and non-owned autos.
 - c. Workers' Compensation Employers Liability Insurance and any statutory state disability benefits law insurance including Occupational Disease in the minimum amounts as required by the jurisdiction where the work is performed
 - d. Umbrella/Excess Liability insurance on an occurrence basis following the form of the primary coverage or coverage as broad as or no less restrictive than the primary commercial general liability policy. The minimum limits shall be Three Million (\$3,000,000) per occurrence and in the policy aggregate. LOWER OR HIGHER LIMITS MAY BE REQUIRED OR APPROVED ON CASE BY CASE BASIS BY APPROVAL OF PROPERTY MANAGER.

- II. have the following entities named as Additional Insured in the Contractor’s or Vendor’s Commercial general liability, automobile and umbrella/excess insurances. For CGL on an Ongoing and Completed Operations basis using forms (CG 2010/2037 OR CG2037/CG2038). CG2033 NOT ACCEPTABLE:
 - a. Unit Owner (If Any):
 - b. Building Owner (MUST BE COMPLETED: 2550 Independence Ave. Owners Corp. its officers, directors and unit owners or shareholders, its engineer, the managing agent and the occupants of the building (the “Indemnified Persons”)
 - c. Property Manager (MUST BE COMPLETED: GARTHCHESTER REALTY its officers, directors and unit owners or shareholders, its engineer, the managing agent and the occupants of the building (the “Indemnified Persons”)

- III. on each occasion prior to the commencement of work at the Location on behalf of Apartment Owner or Building Owner, provide Property Manager with, at a minimum:
 - a. a then-current Certificate of Insurance meeting the requirements set forth above and as indicated on the sample Certificate of Insurance provided; Each insurance policy or certificate of insurance rejected by the condominium or corporation shall be corrected as necessary and shall be resubmitted until approved. Failure to reject a certificate or a policy shall not relieve the contractor of the obligation to provide insurance in accordance with this agreement.
 - b. a completed Acord 855-NY;
 - c. a fully-executed copy of this Insurance/COI Requirements and Hold Harmless and Indemnification Agreement; and any additional documentation requested by Property Manager.

INSURANCE/COI REQUIREMENTS
and
HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Contractor or Vendor or Subcontractor warrants that:

- II. its insurance coverage is primary and non-contributory to Building Owner, Unit Owner and Property Manager, and grants such parties a waiver of subrogation; and
- III. the commercial general liability insurance and excess insurance procured by Contractor or Vendor or Subcontractors do not contain any Third-Party Action Over exclusion clauses.
- IV. The insurance certificates shall provide that the said insurance may not be canceled, terminated or modified without ten (10) days' written advance notice thereof to the condominium or corporation.
- V. The contractor shall promptly furnish the condominium or corporation with copies of any endorsements subsequently issued amending insurance coverage or limits.
- VI. The Completed Operations Coverage is to extend for a period of one year following termination of the Work and Contractual Indemnity Coverage is also to extend for one year following termination of the Work

In the event of the failure of the contractor to furnish and maintain such insurance, the condominium or corporation shall have the right, at its option, at any time:

- (a) to revoke permission to perform the work and to deny entry into the Building of all workers, except that if such workers are escorted by a member of the Building's staff, they shall be permitted to remove their tools and supplies, or
- (b) to take out and maintain the said insurance for and in the name of the condominium or corporation, and, in such a case, the unit owner or shareholder agrees to pay the cost thereof and to furnish all information and consents necessary to permit the condominium or corporation to take out and maintain such insurance for and in the name of the condominium or corporation.

Compliance with the foregoing requirements to carry insurance and furnish certificates shall not relieve the unit owner or shareholder from liability assumed under any provisions of this Agreement.

Further, contractor agrees that, to the fullest extent permitted by law, it will indemnify, hold harmless and defend, at its expense, the building owner, the condominium or corporation, the unit owner or shareholder and the managing agent, tenants/occupants ("indemnitees") against all losses, lawsuits, actions, proceedings, costs, liabilities, expenses and damages, including, without limitation, reasonable attorney's fees and disbursements relating to death, personal injuries or property damage (including the loss of use thereof) arising out of or in connection with any acts or omissions of contractor or subcontractors its agents or employees, including any judgment, award or settlement and any and all costs and expenses related thereto, including, without limitation, court costs and fees, and the costs and expenses of defending and monitoring the foregoing, using counsel reasonably acceptable to the condominium or cooperative and the unit owner or shareholder. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against the Indemnitees without negligence and solely by reason of statute, operation of law or otherwise, and partial indemnity in the event of any actual negligence on the part of Indemnitees 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.

The contractor's insurance policy shall also contain in substance the following endorsement:

This insurance shall not be invalidated should the insured waive, in writing, prior to a loss, any or all right of recovery against any party for the loss occurring to the property described herein.

Nothing in this Rider shall constitute a waiver of or limitation of any other rights or remedies the Corporation may have for consequential damages or otherwise.

INSURANCE/COI REQUIREMENTS
and
HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Apartment Owner (If Any):

Contractor or Vendor:

Building Owner:

Print Name

Print Contractor Name

Print Building Owner Name

Name/Title of Authorized Signatory

Name/Title of Authorized Signatory

Name/Title of Authorized Signatory

Signature of Authorized Signatory
Signatory

Signature of Authorized Signatory

Signature of Authorized

Date

Date

Date

Property Manager

OTHER (If Any)

OTHER (If Any)

Print Property Manager Name

Print Name

Print Name

Name/Title of Authorized Signatory

Name/Title of Authorized Signatory

Name/Title of Authorized Signatory

Signature of Authorized Signatory
Signatory

Signature of Authorized Signatory

Signature of Authorized

Date

Date

Date

I. Contractor Insurance Endorsement

ADDITIONAL INSURED-CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: (*Your name and management company name)

WHO IS AN INSURED (Section IJ) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

It is further agreed that such insurance as is afforded by this policy for the benefit of the Additional Insured shown shall be primary insurance, and any other insurance maintained by the Additional Insured shall be excess and non-contributory, but only as respects to claim, loss, or liability arising out of the operation of the Named Insured, and only if such claim, loss or liability is determined to be solely the negligence or responsibility of the Named Insured.

(MUST BE ON THE INSURANCE BROKER'S LETTERHEAD)
**Exclusion of Injury to Employees,
Contractors and Employees of Contractors**

This insurance does not carry the below exclusion:

- (I) Bodily Injury to any employee of any insured, to any contractor hired or retained by or for any insured or to any employee of such contractor, if such claim for bodily injury arises out of and in the course of his/her employment or retention of such contractor by or for any insured, for which any insured may become liable in any capacity.
- (II) Any obligation of any insured to indemnify or contribute with another because of damage arising out the bodily injury; or
- (III) Bodily injury sustained by the spouse, child, parent, brother or sister of an employee of any insured, or of a contractor, or of an employee of such contractor of any insured as consequence of bodily injury such employee, contractor of employee of such contractor, arising out of and in the course of such employment or retention by or for any insured.

The exclusion applies to all claims and suits by any person or organization for damages because of such bodily injury, including damages for care and loss of service.

Named Insured (Print): _____

Named Insured Signature: _____ Date: _____

Policy Number: _____

Insurance Broker Name: _____

Insurance Broker Signature: _____ Date: _____

Insurance Broker Contact #: _____

PART IV- NOTIFICATIONS

FORM A: LEAD BASED PAINT RULES RIDER

Effective June 1, 1999 Lead Based Paint Rules Governing Renovations in Pre-1978 Housing

I/we hereby acknowledge that I/we have received a copy of the pamphlet "Protect Your Family From Lead In Your Home", informing me of the potential risk of lead hazard exposure from renovation activity to be performed in my dwelling unit. I/we received this pamphlet before the work began.

I/we hereby agree and understand that I/we will be responsible for informing my/our contractor that they are responsible for complying with the lead based paint regulations when scraping and sanding of painted surfaces greater than two (2) square feet is performed either in my/our apartment or in the common areas of the building outside my/our apartment.

I/we hereby agree and understand that I/we will be responsible for informing my/our contractor that they are responsible for completing and executing all forms associated with painting renovation inside and outside my/our apartment, to make the pamphlet available to me/us if painting renovation is performed inside my/our apartment and to notify neighbors on my/our floor if a painting renovation is performed inside my/our apartment and to notify neighbors on my/our floor if painting renovation is performed outside the apartment in a limited use common area.

I/we hereby agree to hold the Cooperative and Managing Agent harmless from any responsibility, cost and expense associated with the compliance of the lead based paint regulations and to indemnify the Cooperative and Managing Agent from any lawsuit or legal cost and expense due to my/our failure to comply with such regulations.

Signature of Shareholder/Unit Owner

Signature of Shareholder/Unit Owner

Printed Name of Shareholder/Unit Owner

Printed Name of Shareholder/Unit Owner

2550 Independence Avenue

Name of Building/Building Address

Apartment Number

NEW FEDERAL LEAD PAINT RULE
Effective April 2010

"For buildings built prior to 1978, EPA rules for Safe Lead Based Paint Renovation will be adhered to, Per 40 CFR Part 745.225

Contractor – Print Company Name

Contractor – Print Name of Representative

Contractor – Signature of Representative

Date



Garthchester Realty

www.GarthchesterRealty.com

440 Mamaroneck Ave., Suite S512
Harrison, New York 10528
(914) 725-3600 F:(914) 725-6453

98-20 Metropolitan Ave., Suite 1
Forest Hills, New York 11375
(718) 544-0800

MEMORANDUM

To: All Shareholders/Unit Owners
From: Alteration Department
Re: NYC DOB Local Law 154 & 159 (Alteration Application)

Please be advised, on December 28, 2017, the City of New York passed two Local Laws which discuss specific requirements with regard to construction projects. Please see details of both Laws below.

Note: Both laws require that the shareholder and/or unit owner post notices for residents during construction projects and to notify the Department of Buildings with an online form of when the work will begin <https://a810-e filing.nyc.gov/eRenewal/tpp.jsp>.

Local Law 154

1. Updates to the Tenant Protection Plan (TPP)
 - a. TPP notices must be prepared by the Architect/Engineer of record and must be distributed to each tenant OR be clearly displayed in the building's lobby and within 10 feet of the elevator on each floor. (Note: Building's without elevators must have TPP notices located within 10 feet of fire staircases.)
 - b. -TPP notices **must** include:
 - i. a statement noting that residents may obtain a copy of the TPP from the Owners upon request and may also access the TPP on the Department of Building's website (www.nyc.gov/buildings.)
 - ii. The name and contact information of the Site Safety Manager, Site Safety Coordinator, or Construction Superintendent (as applicable). If none of these apply, the name and contact information of the Owner of the building or the Owner's designee need to be added
 - iii. That complaints can be made to 311 regarding the work
 - c. Owners are required to notify the Department 72 hours before beginning work in a building with a TPP (www.nyc.gov/buildings).

Local Law 159

1. The Owner is responsible for providing a Safe Construction Bill Of Rights (included in Alteration Agreement) for the following types of work:
 - a. An application for permit work not constituting minor alterations or ordinary repairs (Consult with your Architect/Engineer as to what constitutes "minor work" or "ordinary repairs)
 - b. An emergency work permit
2. The Safe Construction Bill Of Rights must be **filled out completely and in detail.**
3. The notice must remain posted until the **completion** of the work.

Please note, we are providing this notice for informational purposes only. Follow up with your professional contractor regarding your code of compliance requirements.

SERVICE UPDATE

Tenant Protection Plan Notice to Occupants

[Local Law 154 of 2017](#) requires owners to post or distribute a notice regarding the tenant protection plan (TPP) when the Department of Buildings issues the work permit.

Beginning on July 18, 2018 owners must post or distribute the notice form created and approved by the Department. The form is available [here](#) and on the Department's website at www.nyc.gov/buildings. The notice must be distributed to each occupied dwelling unit OR posted in the lobby **and**

- on each floor within ten feet of the elevator; or
- if the building does not have an elevator, within ten feet of or in the main stairwell on each floor.

As of July 18, 2018, owners must post the notice provided by the Department in order to comply with Local Law 154 of 2017. Failure to post the Department's approved notice containing the required contact information may result in the imposition of penalties.

Please be reminded, Local Law 154 also requires owners to notify the Department in writing at least 72 hours before starting work that requires a TPP. You must use the [online notification form](#) on the Department's website.

Note: Owners are also required by [Local Law 159 of 2017](#) to post the notice created and approved by the Department. Visit the Department's website for more information on Local Law 154 of 2017 and Local Law 159 of 2017.

POST UNTIL: December 31, 2018

SERVICE UPDATE

Local Law 159 of 2017: Safe Construction Bill of Rights

Effective December 28, 2017, Owners of multiple dwellings are required to provide a Safe Construction Bill of Rights for the following types of construction:

- an application for a permit for work not constituting minor alterations or ordinary repairs;
- an emergency work permit;
- new buildings, immediately upon application for a Temporary Certificate of Occupancy

The Safe Construction Bill of Rights notice **must** include:

- a description of the type of work being conducted and the locations in the multiple dwelling where the work will take place;
- the hours of construction;
- a projected timeline for the completion of the work;
- a description of the amenities or essential services anticipated to be unavailable or interrupted during the work and how the owner will minimize such unavailability or interruption;
- contact information, including a telephone number, for an agent or employee of the Owner who can be reached for non-emergency matters pertaining to the work being performed;
- contact information, including a telephone number, for an agent or employee of the Owner who can be reached for emergency matters pertaining to the work being performed 24 hours a day, 7 days a week during the period of construction; and
- contact information for the relevant City and State agencies where occupants may submit complaints or ask questions about the work being performed.

Owners are required to distribute the Safety Construction Bill of Rights notice to each occupied dwelling unit or post it in the building lobby, as well as on every floor within 10 feet of every elevator bank, or in a building with no elevator, within 10 feet of every main stairwell. The notice **must** be published in English, Spanish and any other languages that the Department of Housing Preservation & Development (HPD) may provide by rule. The notice **must** remain posted until the completion of the described permitted work.

In addition to HPD, the Department may enforce these requirements. An Owner who fails to comply with these requirements will be subject to a violation.

For more information, please visit the [Codes](#) section of the Department's website.

Safe Construction Bill of Rights

This Notice and a Tenant Protection Plan are required to be distributed to each occupied dwelling unit and posted in a conspicuous manner in the building lobby and on every floor within 10 feet of every elevator bank, or, in a building with no elevator, within 10 feet of or inside every main stairwell and shall remain posted until the completion of the described permitted work because:

- _____ The property owner has filed an application for a permit for work not constituting minor alterations or ordinary repairs with the Department of Buildings (DOB).
- _____ The property owner has notified the DOB that an emergency work permit is being sought.
- _____ The property owner has filed for a temporary certificate of occupancy,

Description of the type of work being conducted and the locations in the multiple dwelling where the work will take place _____

Description of the amenities or essential services anticipated to be unavailable or interrupted during the work and how the owner will minimize such unavailability or interruption

Hours of construction _____

Projected timeline for the completion of the work _____

Agent or employee of the owner who can be reached for non-emergency matters pertaining to the work being performed

Name: _____ Contact number: _____

Agent or employee of the owner who can be reached for emergency matters pertaining to the work being performed 24 hours a day, 7 days a week during the period of construction:

Name: _____ Contact number: _____

To file a complaint about the work being performed or ask questions about the work being performed, contact the Department of Buildings at 311.

Este es un aviso importante acerca de las tareas de construcción que se están llevando a cabo en el edificio. El propietario del edificio está obligado por ley a poner este aviso a su disposición en español. Comuníquese con el propietario para obtener la traducción de este aviso.

هذا إخطار مهم بشأن أعمال البناء في المبنى الخاص بك. يطلب من مالك المبنى بموجب القانون جعل هذا الإخطار متاحًا لك باللغة العربية. اتصل بالمالك لترجمة الإخطار.

此为关于您所住楼宇施工工程的重要通知。楼宇业主须按照法律要求向您提供此通知的中文版。请联系业主索取通知译文。

Sa se von anons enpòtan konsènan travay konstriksyon k'ap fèt nan bilding pa'w la. Lalwa egzije mètbilding nan ba ou anons lan an Kreyòl Avisyen. Kontakte mètbilding nan pou tradiksyon anons lan.

이는 귀하의 건물 내 건설 작업과 관련된 중요한 통지입니다. 건물주는 법적으로 이 통지서를 한국어로 제공해야 합니다. 통지서 번역본이 필요한 경우 건물주에게 문의하시기 바랍니다.

Это важное уведомление о проведении строительных работ в вашем здании. По закону собственник здания обязан обеспечить перевод данного уведомления на русский язык. Свяжитесь с собственником для перевода данного уведомления.



TPP1: Tenant Protection Plan

Required if dwelling units w/1 be occupied during construction. Owner must notify the Department at least 72 hours before commencing work in connection with the Tenant Protection Plan.

Orient and affix BIS
jobnumberlabelhere

0

BIS JOB#: _____

1 LOCATION INFORMATION

House No(s) Street Name Number of dwelling units to remain occupied during construction:

Specific unit apartment numbers to remain occupied:

Borough	Block	Lot	BIN	CB No.
---------	-------	-----	-----	--------

2 TENANT PROTECTION PLAN

Required for all applications with occupied dwelling units (AC 28-120.1). Means and methods shall be described with particularity and in no case shall terms such as 'code compliant,' 'approved,' 'legal,' 'protected in accordance with law' or similar terms be used as a substitute for such description. The Tenant Protection Plan must be site specific. The elements of the Tenant Protection Plan may vary depending on the nature and scope of the work but at a minimum, must comply with all applicable laws and regulations, including the NYC Construction Codes, the NYC Housing Maintenance Code, the NYC Noise Control Code, and the NYC Health Code, and shall make detailed and specific provisions for:

- Egress** - Clarify how adequate egress will be maintained during construction.
- Fire Safety** - Identify safety measures to maintain fire safety of occupied dwelling during construction.
- Health requirements** - Specify methods to be used for control of dust, disposal of construction debris, noise control, maintenance of sanitary facilities during construction.
 - Lead and asbestos** - Statement of compliance with applicable provisions of law relating to lead and asbestos, such statement shall describe with particularity what means and methods are being undertaken to meet such compliance.
- Compliance with housing standards - Demonstrate compliance with NYC housing maintenance code and NYS multiple dwelling law during construction.
- Structural safety - Identify specific measures to maintain structural stability during construction.
- Noise restrictions - identify specific means and methods to be used for the limitation of noise to acceptable levels in accordance with the NYC Noise Control Code.
- Maintaining essential services** - Describe the means and methods to be used for maintaining heat, hot water, cold water, gas, electricity, or other utility services in accordance with the requirements of the New York City Housing Maintenance Code. Specify if a disruption of any such service is anticipated during the work, including the anticipated duration of such disruption and the means and methods to be employed to minimize such disruption, including the provision of sufficient alternatives for such service during such disruption. Notification of the disruption must be given to all affected occupants of occupied dwelling units.
- Other requirements** - Any additional requirements to assure tenant safety during construction.

Complete all sections that apply below.

3 TENANT PROTECTION PLAN ATTACHMENTS/DRAWINGS

Required for all applications where separate Tenant Protection Plan attachments/drawings are included. Please append legible 11"x 17" attachments/drawings to this document.

1. Do attachments/drawings accompany this TPP1? YES NO
2. If YES, how many pages?

4 OWNER'S STATEMENTS AND SIGNATURE

I hereby certify that I have reviewed the information provided herein and, to the best of my knowledge and belief, attest to its accuracy. Falsification of any statement is a misdemeanor under §§28-211.1, 28-201.2.1(2), and 28-203.1(1) of the NYC Administrative Code and is punishable by a fine or imprisonment, or both. I understand that if I am found after hearing to have knowingly or negligently made a false statement or to have knowingly or negligently falsified or allowed to be falsified any certificate, form, signed statement, application, report or certification of the correction of a violation required under the provisions of the New York City Administrative Code or of a rule of any agency, I may be barred from filing further applications or documents with the Department. It is unlawful to give to a City employee, or for a City employee to accept, any benefit, monetary or otherwise, either as a gratuity for properly performing the job or in exchange for special consideration. Violation is punishable by imprisonment or fine or both.

Name (print): _____

Relationship to Owner: _____

Business Name/Agency: _____

Street Address: _____

City: _____ State: _____ @: _____

Telephone Number: _____ Fax: _____

Email Address: _____

Signature and Date _____

5 APPLICANT'S STATEMENTS AND SIGNATURE

I hereby certify that:

If applicable, I have been retained by the general contractor performing the alteration, construction, or partial demolition work.

I have reviewed the information provided herein and, to the best of my knowledge and belief, attest to its accuracy. Falsification of any statement is a misdemeanor under §§28-211.1, 28-201.2.1(2), and 28-203.1(1) of the NYC Administrative Code and is punishable by a fine or imprisonment, or both. I understand that if I am found after hearing to have knowingly or negligently made a false statement or to have knowingly or negligently falsified or allowed to be falsified any certificate, form, signed statement, application, report or certification of the correction of a violation required under the provisions of the New York City Administrative Code or of a rule of any agency, I may be barred from filing further applications or documents with the Department. It is unlawful to give to a City employee, or for a City employee to accept, any benefit, monetary or otherwise, either as a gratuity for properly performing the job or in exchange for special consideration. Violation is punishable by imprisonment or fine or both.

Name (please print)	
Signature	Date
<div style="text-align: right; margin-bottom: 10px;">.....</div> PE/R.A. Seal (apply seal, then sign & date over seal)	

6 PROFESSIONAL CERTIFICATION STATEMENT AND SIGNATURE

I hereby state that I have exercised a professional standard of care in certifying that this Tenant Protection Plan is complete and in accordance with applicable laws, including the rules of the Department of Buildings, as of this date. I am aware the Commissioner will rely upon the truth and accuracy of this statement. I have notified the owner that this document has been professionally certified. If an audit or other exam discloses non-compliance, I agree to notify the owner of the remedial measures that must be taken to meet legal requirements. I further realize that any misrepresentation or falsification of facts made knowingly or negligently by me, my agents or employees, or by others with my knowledge, will render me liable for legal and disciplinary action by the Department of Buildings and other appropriate authorities, including termination of participation in the professional certification procedures at the Department of Buildings.

Name (please print)	
Signature	Date
<div style="text-align: right; margin-bottom: 10px;">\</div> PE/RA Seal (apply seal, then sign & date over seal)	

NOTICE.

RE: TENANT PROTECTION PLAN FOR OCCUPANTS

The New York City Department of Buildings (DOB) has issued a permit for work in this building that requires a **Tenant Protection Plan (TPP)**. Building occupants may obtain a paper copy of the TPP from the owner and may access the plan on DOB's website at www.nyc.gov/buildings.

Permit Number(s):

Address:

Below is the contact information for the (check one):

Site Safety
Manager

Site Safety
Coordinator

Superintendent of
Construction

Owner/Owner's
Designee

Name:

Phone Number:

Building occupants may call 311 to make complaints.

NYC Administrative Code § 28-120.1.3 requires the Owner to:

- Distribute this notice to each occupied dwelling unit; **and**
- Post this notice in a conspicuous manner in the lobby **and**
 - on each floor within ten feet of the elevator
 - if the building does not have an elevator, within ten feet of or in the main stairwell of each floor.

ADDENDUM TO ALTERATION AGREEMENT (COVID-19)
2550 Independence Ave. Owners Corp.

Addendum to Alteration Agreement (“Agreement”) entered into as of this _____ day of _____, 20____ by and between 2550 Independence Ave. Owners Corp. (“Apartment Corporation”), _____, (individually or collectively “Lessee”) and _____ (“Contractor”).

W I T N E S S E T H:

WHEREAS, the Apartment Corporation owns and operates a building known as 2550 Independence Ave. Owners Corp. and located at 2550 Independence Ave.; Riverdale, NY 10463 (“Building”) for the benefit of its tenants- shareholders; and

WHEREAS, Lessee is a shareholder of the Apartment Corporation and the proprietary lessee of apartment _____ (“Apartment”) in the Building; and

WHEREAS, Lessee has engaged Contractor to perform certain renovations to the Apartment (“Project”) as more fully set forth in the alteration agreement (“Alteration Agreement”) to which this Agreement is attached; and

WHEREAS, in March, 2020 as a result of the Covid-19 Coronavirus pandemic, the State of New York by Executive Order suspended all construction projects in the State of New York; and

WHEREAS, as of June, 2020 construction projects are allowed to resume or be commenced in the New York City metropolitan area; and

WHEREAS, the State of New York has published construction guidelines applicable to all construction projects within the State of New York (“NYS Construction Guidelines”); and

WHEREAS, the Apartment Corporation wishes to incorporate the NYS Construction Guidelines into the Alteration Agreement executed by the Apartment Corporation, Lessee and Contractor,

NOW, THEREFORE in consideration of the foregoing premises, it is hereby agreed among the parties hereto that the Alteration Agreement is hereby supplemented as follows:

1. The NYS Construction Guidelines, including any updated and/or additional requirements issued by NYS and/or NYC in the future, are hereby incorporated by reference into the Alteration Agreement as if the NYS Construction Guidelines were originally a part thereof. To the extent that the NYS Construction Guidelines (annexed hereto as Exhibit “A”) conflict with any provisions of the Alteration Agreement, the NYS Construction Guidelines shall control.
2. Lessee and Contractor agree to strictly follow the NYS Construction Guidelines, and all guidelines issued by NYS and/or NYC currently and in the future.

3. In the event that Lessee and/or Contractor fail to strictly follow the NYS Construction Guidelines, the Apartment Corporation shall be entitled to suspend the Project.
4. To the fullest extent permitted by law, Contractor and Lessee shall indemnify and hold harmless the Apartment Corporation, the Board of Directors of the Apartment Corporation, the individual Board members serving on the Board of Directors of the Apartment Corporation, the managing agent for the Apartment Corporation, and any architect, engineer or consultant engaged by the Apartment Corporation to review or monitor the Project and agents and employees of any of them from and against any Loss (as said term is defined below) (i) arising out of or resulting from performance of the Project in the Apartment or (ii) occurring while any of Contractor's or any of its subcontractor's property, equipment, or personnel or agents or materialmen are in or about the Apartment or common areas of the Building. "Loss" refers to any and all direct, indirect, consequential damages or other liabilities, losses, claims, demands, actions and expenses whether to person or property, including loss of use, resulting therefrom (including, without limitation, legal fees and disbursements), including without limitation, all liabilities, damages, losses, claims, demands, actions and economic cost and whether or not based on statutory, contractual, tort or other duties. Such obligations shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph. Lessee's and Contractor's obligations of indemnification shall survive the termination or completion of the Project.
5. If the Project was in process before March, 2020, execution of this Agreement is a condition of the Apartment Corporation allowing the Project to resume.
6. The provisions of this agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators and/or assigns.
7. This Agreement may be executed in counterparts. Electronic signatures shall suffice for original signatures.

-Signature Page to Follow -

("Apartment Corporation")

("Lessee")

By: _____

Name:

Title:

("Lessee")

("Contractor")

By: _____

Name:

Title:

EXHIBIT A
NYS Construction Guidelines

The following guidelines are based on the latest COVID-19 guidance from the CDC, OSHA and other publications. Permit holders are responsible for enforcing physical distancing and safety measures on their job sites. These guidelines are meant to help you develop and manage appropriate measures for your job sites.

ENSURE PHYSICAL DISTANCING ON-SITE

- Workers should maintain a distance of six feet from each other whenever possible. Provide tools to help them mark out physical distancing spacing when performing job tasks. Require that workers maintain a distance of six feet when waiting to enter turnstiles, hoists/elevators, stairs, and other shared spaces.
- Prevent workers from congregating during pre-shift meetings, toolbox talks and other similar gatherings.
- Stagger schedules for job functions that put workers close together. For example, workers that perform job functions that are in close proximity can work different shifts or days, or they can have different work start times and end times, including breakfasts and lunch breaks.

OPERATIONS AND PHYSICAL DISTANCING

It is up to permit holders to limit, to the greatest degree possible, all operations where proper physical distancing can't be followed. Examples where this may be an issue could include material delivery, pouring concrete, and the installation of sheet rock or curtain walls. To carry out these complex operations and maintain physical distancing, there are a variety of strategies you can employ, including:

- Replace a worker with mechanical means for operations that require multiple workers.
- Erect temporary barriers for additional protective measures such as: sheet rock, plastic sheeting, plexiglass, etc.

SUGGESTED SAFETY MEASURES

In addition to the above safety precautions, there are a variety of other strategies permit holders should employ to maintain physical distancing to keep your workers, and the public, safe. These include:

- **Take Temperatures:** Use a no contact thermometer to take workers' temperatures before letting them on the jobsite.
- **Hand Washing:** Require that all workers wash their hands thoroughly before and after an operation. Add hand washing and hand sanitizing stations throughout your worksite.
- **PPE:** All workers are required to wear appropriate personal protective equipment (PPE). If a mask is not part of routine PPE used for a specific task, workers should use a face covering – any well-secured paper or cloth (like a bandana or scarf) that covers one's nose and mouth – if they cannot maintain at least 6 feet of distance between themselves and others.
- **Temporary Barriers:** Erect temporary barriers to keep workers separate during the workday.
- **Only Use Your Items:** Strongly discourage workers from using other workers' phones, desks, offices, work tools and equipment.
- **Disinfect:** Regularly clean and disinfect shared tools and equipment.
- **Send Sick Workers Home:** If anyone is symptomatic send them home and do not let them on the site.
- **Effective Quarantine:** Workers must stay home if sick. They should not return to work until all the following are true:
 - It has been at least seven days since your symptoms started.
 - You never had fever or you have not had a fever for the prior three days without use of fever-reducing drugs such as Tylenol or ibuprofen.
 - Your overall illness has improved.
- **Shut It Down:** Close the site if physical distancing cannot be maintained.

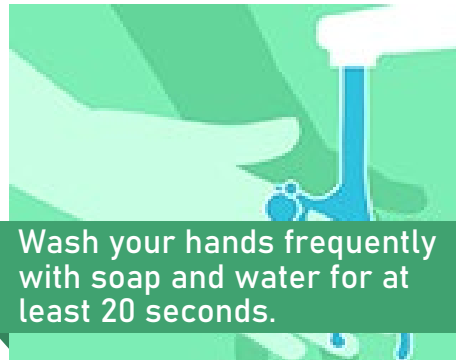
INDUSTRY BEST PRACTICES FOR Preventing & Remediating the Contamination of Germs on Construction Sites

Good health habits can help stop the spread of germs and prevent respiratory illnesses. Use these tips to protect yourself and others:

Clean and disinfect frequently touched objects and surfaces.



Clean tools and equipment with disinfectant wipes after each use. For larger tools and equipment, wipe or spray down the surface or tool with a solution of 5 tablespoons (1/3 cup) of bleach per one gallon of water. Allow the solution to sit on the surface for 5 minutes to kill all of the germs.



Wash your hands frequently with soap and water for at least 20 seconds.

Practice proper hygiene. Wash hands thoroughly and often using soap and water for at least 20 seconds. If soap and water are not available, use an alcohol based hand sanitizer.

Cover your cough and sneeze with a tissue then throw the tissue in the trash.



Cover your mouth and nose with a tissue when you cough or sneeze. Use the bend of your arm if a tissue is not available.

WAYS TO REDUCE THE SPREAD OF GERMS

- Practice physical distancing by avoiding groups and gatherings and maintaining a distance of at least 6 feet from other people whenever possible.
- Stagger pre-shift meetings, new hire orientations, and other meetings conducted in-person. These meetings should include information on proper hygiene, keeping surfaces clean, and procedures on what to do if a worker feels sick.
- If a worker is symptomatic encourage he/she must stay home. Supervisors should keep a record or log of all employees who are sent home or stay home.
- Provide workers with access to soap and water so they can wash their hands frequently.
- Give co-workers a friendly reminder if you notice they forget to wash their hands, cover their mouth, or wipe down their equipment after each use.

COVID-19

Symptoms of COVID-19 commonly include:

- **Fever**
- **Cough**
- **Sore throat**
- **Shortness of breath.**

Supervisors should monitor workers for the symptoms listed above. If anyone on the site is symptomatic, send them home and do not let them on the site



Reopening New York

Construction Guidelines for Employers and Employees

These guidelines apply to all construction businesses in regions of New York that have been permitted to [re-open](#), as well as to construction businesses statewide that were previously permitted to operate as essential.

During the COVID-19 public health emergency, all construction businesses should stay up to date with any changes to state and federal requirements related to construction activities and incorporate those changes into their operations. This guidance is not intended to replace any existing applicable local, state, and federal laws, regulations, and standards.

	Mandatory	Recommended Best Practices
Physical Distancing	<ul style="list-style-type: none"> ✓ Ensure 6 ft. distance between personnel, unless safety or core function of the work activity requires a shorter distance. ✓ Any time personnel are less than 6 ft. apart from one another, personnel must wear acceptable face coverings. ✓ For any work occurring indoors, limit workforce presence to no more than 1 worker per 250 sq. ft. on site, excluding supervisors in this calculation, unless additional personal protective measures are implemented (e.g. face coverings at all times). ✓ Tightly confined spaces (e.g. elevators, hoists) should be occupied by only one individual at a time, unless all occupants are wearing face coverings. If occupied by more than one person, keep occupancy under 50% of maximum capacity. ✓ Post social distancing markers using tape or signs that denote 6 ft. of spacing in commonly used and other applicable areas on the site (e.g. clock in/out stations, health screening stations). ✓ Limit in-person gatherings as much as possible and use tele- or video-conferencing whenever possible. Essential in-person gatherings (e.g. meetings) should be held in open, well-ventilated spaces with appropriate social distancing among participants. ✓ Establish designated areas for pick-ups and deliveries, limiting contact to the extent possible. 	<ul style="list-style-type: none"> ✓ Create additional space for employees by limiting in-person presence to only personnel necessary for the current task(s), adjusting workplace hours, staggering arrival/departure times, creating A/B teams, and/or scheduling only one team in an area at a time. ✓ Modify alignment of workstations to maintain 6 ft. distance and avoid multiple crews and/or teams working in one area. If not feasible, provide and require face coverings or enact physical barriers (e.g. plastic shielding walls), in accordance with OSHA guidelines, in areas where they would not impair air flow, heating, cooling, or ventilation. ✓ Reduce bi-directional foot traffic by posting signs with arrows in narrow aisles, hallways, or spaces. ✓ Have employees work from home whenever possible. ✓ Prohibit non-essential visitors on the site.
Protective Equipment	<ul style="list-style-type: none"> ✓ Employers must provide employees with an acceptable face covering at no-cost to the employee and have an adequate supply of coverings in case of replacement. 	



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	Mandatory	Recommended Best Practices
Protective Equipment (cont'd)	<ul style="list-style-type: none"> ✓ Acceptable face coverings include but are not limited to cloth (e.g. homemade sewn, quick cut, bandana) and surgical masks, unless the nature of the work requires stricter PPE (e.g. N95 respirator, face shield). ✓ Face coverings must be cleaned or replaced after use or when damaged or soiled, may not be shared, and should be properly stored or discarded. ✓ Limit the sharing of objects (e.g. tools, machinery, materials, vehicles) and discourage touching of shared surfaces; or, when in contact with shared objects or frequently touched areas, wear gloves (trade-appropriate or medical); or, sanitize or wash hands before and after contact. 	
Cleaning and Hygiene	<ul style="list-style-type: none"> ✓ Adhere to hygiene and sanitation requirements from the Centers for Disease Control and Prevention (CDC) and Department of Health (DOH) and maintain cleaning logs on site that document date, time, and scope of cleaning. ✓ Provide and maintain hand hygiene stations for personnel, including handwashing with soap, water, and paper towels, as well as an alcohol-based hand sanitizer containing 60% or more alcohol for areas where handwashing is not feasible. ✓ Provide and encourage employees to use cleaning/disinfecting supplies before and after use of shared and frequently touched surfaces, followed by hand hygiene. ✓ Conduct regular cleaning and disinfection at least every day, and more frequent cleaning and disinfection of shared objects (e.g. tools) and surfaces, as well as high transit areas, such as restrooms and common areas. ✓ Cleaning and disinfecting of the site, shared surfaces, and other areas, as well as equipment and tools, should be performed using Department of Environmental Conservation (DEC) products identified by the Environmental Protection Agency (EPA) as effective against COVID-19. 	<ul style="list-style-type: none"> ✓ Wherever possible, increase ventilation of outdoor air (e.g. opening windows and doors) while maintaining safety precautions. ✓ Encourage employees to bring lunch from home and reserve adequate space for employees to observe social distancing while eating meals.



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	Mandatory	Recommended Best Practices
Cleaning and Hygiene (cont'd)	<ul style="list-style-type: none"> ✓ If cleaning or disinfection products or the act of cleaning and disinfecting causes safety hazards or degrades the material or machinery, personnel should have access to a hand hygiene station between use and/or be supplied with disposable gloves. ✓ Prohibit shared food and beverages (e.g. buffet-style meals). 	
Communication	<ul style="list-style-type: none"> ✓ Affirm you have reviewed and understand the state-issued industry guidelines, and that you will implement them. ✓ Post signage throughout the site to remind personnel to adhere to proper hygiene, social distancing rules, appropriate use of PPE, and cleaning and disinfecting protocols. ✓ Train all personnel on new protocols and frequently communicate safety guidelines. ✓ Establish a communication plan for employees, visitors, and clients with a consistent means to provide updated information. ✓ Maintain a continuous log of every person, including workers and visitors, who may have close contact with other individuals at the work site or area; excluding deliveries that are performed with appropriate PPE or through contactless means. ✓ If a worker tests positive for COVID-19, employer must immediately notify state and local health departments and cooperate with contact tracing efforts, including notification of potential contacts, such as workers or visitors who had close contact with the individual, while maintaining confidentiality required by state and federal law and regulations. ✓ Conspicuously post completed safety plans on site. 	



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Mandatory

Recommended Best Practices

Screening

- ✓ Employees who are sick should stay home or return home, if they become ill at work.
- ✓ Implement mandatory health screening assessment (e.g. questionnaire, temperature check) before employees begin work each day and for essential visitors, asking about (1) COVID-19 [symptoms](#) in past 14 days, (2) positive COVID-19 test in past 14 days, and/or (3) close contact with confirmed or suspected COVID-19 case in past 14 days. Assessment responses must be reviewed every day and such review must be documented.
 - Employees who present with COVID-19 symptoms should be sent home to contact their health care provider for medical assessment and COVID-19 testing. If tested positive, employee may only return completing a 14-day quarantine.
 - Employees who present with no symptoms but have tested positive in past 14 days may only return to work after completing a 14-day quarantine.
 - Employees who have had close contact with a confirmed or suspected person with COVID-19 but are not experiencing any symptoms should inform their employer and may be able to work with additional precautions, including regular monitoring for symptoms and temperature, required face covering all times, and appropriate social distancing from others.
- ✓ On-site screeners should be trained by employer-identified individuals familiar with CDC, DOH, and OSHA protocols and wear appropriate PPE, including at a minimum, a face covering.
- ✓ Have a plan for cleaning, disinfection, and contact tracing in the event of a positive case.

- ✓ Perform screening remotely (e.g. by telephone or electronic survey), before reporting to the site, to the extent possible.