

33 FIFTH AVENUE OWNERS CORPORATION ALTERATIONS POLICY

UPDATED MARCH 2016

This policy outlines the process for requesting approval before any alterations, renovations, or other work in an apartment may begin and describes the minimum documentation required for the approval application. It also presents the corporation's other requirements and guidelines for planning alterations at 33 Fifth Avenue, which must be reflected in all plans submitted to the corporation for approval. The corporation reserves the right to modify this policy at any time without notice.

Shareholders should give a copy of this policy to their architect before beginning to prepare plans, specifications, and drawings, and are encouraged to make informal queries of the board's renovation committee as their plans progress. However, all formal communications, requests, and approvals must be directed through the managing agent — not the building's superintendent or the renovation committee. All inquiries to the building architect or engineer are to be directed through or copied to the managing agent.

The complete alterations package consists of the following components:

- This ALTERATIONS POLICY, including CERTIFICATIONS (see page 18)
- The ALTERATIONS AGREEMENT, including ASSUMPTION OF ALTERATIONS AGREEMENT form
- The MINOR ALTERATIONS/DECORATING AGREEMENT
- The PENTHOUSE GUIDELINES.

Note: No work may commence without written approval from the corporation in the form of a counter-signed ALTERATIONS AGREEMENT.

APPLICATION PROCESS & REQUIREMENTS

- I. For the board to review your request, you must submit the following to the managing agent:
 - A. Project summary (three copies). Specify the scope of work you wish to undertake on a room-by-room basis. Because some alterations do not require review by the building's architect, your summary should be as comprehensive as possible. Alterations the board may choose to approve without architectural review include painting, wallcovering, plastering, floor refinishing, wall tiling that does not involve opening of walls, installation of built-in furniture that does not require electric or plumbing hook-ups, installation of light fixtures in existing locations, and other minor cosmetic work.
 - B. Specifications (three copies). All proposals to install plumbing fixtures/fittings and major appliances (including but not limited to sinks, showers, bathtubs, toilets, dishwashers, clothes washers/dryers, stoves, refrigerators, and air conditioners) must include manufacturer, model number, and specifications for each item. Plans for alterations to the building's supply, waste, gas, steam, and vent branch lines must specify types and sizes of material to be used, including the couplings.
 - C. Plans and drawings (three copies). Submit plans and/or drawings (drafted by a licensed architect or engineer) describing the work in detail if the proposed alterations involve construction including but not limited to: removal and/or construction of walls; removal and/or replacement of doors and frames; moving of gas lines; removal and/or replacement of dropped ceilings; removal and/or replacement of plumbing fixtures; electrical alterations, including new light fixture locations, new outlet locations, and new circuit breakers; complete replacement of kitchen cabinets and appliances; removal of flooring and replacement with a different kind.
 - D. Fee. A processing fee of \$1,000, made payable to The Lovett Company, LLC, must be submitted with any alterations application. This fee includes three (3) site inspections, with an additional charge of \$150 for each additional site inspection, if required. If no DOB permit (other than an LAA plumbing permit) or site inspections are required, at the completion of the renovation, \$650.00 will be returned to you.
- II. Upon receipt of the above items, the managing agent will forward the alterations proposal package to the board and, if applicable, to the building's architect (in which event you will bear all fees; see IV below). The proposal will be reviewed for compliance with the co-op's ALTERATIONS GUIDELINES, detailed below, and evaluated to determine whether it is in the best interest of the co-op as a whole.
- III. If your alterations are determined to be limited decorative work (including but not limited to painting, floor refinishing, and new kitchen cabinets with no plumbing or electrical hook ups), management may grant approval at this stage. However, before any work

commences, the shareholder must execute a MINOR ALTERATIONS/DECORATING AGREEMENT with the corporation and submit to the managing agent proof of all contractors' licenses and required insurance, a CERTIFICATION rider signed by the contractor, a security deposit in an amount to be determined by the board, and a list naming every worker.

- IV. If the proposed alterations are more extensive, the building's architect and/or engineer will review them for issues that affect the building's mechanical, electrical, and structural systems; the building code; safety; and quality of life. The architect also will advise if the scope of work requires filing with the NYC Department of Buildings and/or other government agencies. The cost of the architect's and/or engineer's reviews is the shareholder's responsibility.
 - A. If the board and/or building architect have questions about the proposal, they will advise the managing agent, who will relay them to the shareholder for clarification.
 - B. If the board and/or building architect request a meeting(s) with the shareholder's contractor, architect, engineer, and/or interior designer, the shareholder will arrange the meeting(s) at his/her sole expense.
 - C. If the board deems the work sufficiently complex to require an addendum or modification to the ALTERATIONS AGREEMENT, or if the terms of the ALTERATIONS AGREEMENT are negotiated, the shareholder will reimburse the corporation for any professional fees the corporation incurs, including, without limitation, legal, architectural, and engineering fees.
 - D. When all questions have been satisfied, and within 30 days of the submission of the building architect/engineer's final letter of review, the board will act to approve or reject the proposal and notify the managing agent of that decision.
 - E. All professional fees incurred by the corporation, including, without limitation, those of its architect, engineer, and attorneys, will be deemed to constitute additional maintenance due under the proprietary lease and will be reimbursed by the shareholder requesting approval.
- V. Once the board approves the proposal, you must submit to the managing agent the following:
 - A. A signed ALTERATIONS AGREEMENT with 33 Fifth Avenue Owners Corporation
 - B. Asbestos investigation report ACP5 or ACP7 (see ASBESTOS, below)
 - C. Lead paint certification
 - D. A signed CERTIFICATIONS form (page 18)

- E. Work schedule. A detailed work schedule - broken out by trade on a week-by-week basis - identifying the start and completion dates of each phase of work, including demolition; structural work; rough framing; rough plumbing; rough electrical; finish carpentry; drywall; floor installations; cabinetry; painting; and completion of all work. (See SCHEDULE and NOTIFICATIONS, below.)
- F. Contracts. Conformed copies of every agreement made with contractors, suppliers, engineers, architects, and interior designers.
- G. Work crew. A list of all workers.
- H. Licenses. The name and license number of your contractor, plumber, and electrician. If multiple contractors are involved, each must supply the information.
- I. Insurance. Certificates of the insurance policies detailed below showing that the insurance is in effect, that the premiums have been paid, and that the insurance may not be canceled or modified without 30 days' written notice to the corporation. Renewals of insurance policies must be submitted to the managing agent prior to their expiration or all work on the project will be stopped.
 - 1. Contractors' commercial general liability insurance with a minimum limit of \$1 million per occurrence and \$2 million aggregate (\$5 million aggregate for a project combining two apartments or other substantial project), including coverage for property damage (without any exclusion relating to explosion, collapse, or underground damage) and personal injury (including mental anguish). All such policies must name the shareholder, 33 Fifth Avenue Owners Corp., its board of directors, and its managing agent as additional insureds. The contractor must promptly furnish the corporation with copies of any subsequent amendments to the coverage. Insurance forms are required for each major subcontractor, including electrical, plumbing, and mechanical, and for any contractor working independently of the general contractor.
 - 2. New York State-mandated workers compensation, employee liability insurance, and employee disability benefits policies, covering all the contractor's employees.
 - 3. Architect's and/or engineer's professional liability insurance.
 - 4. Homeowners' insurance, in amounts acceptable to the corporation.
- J. Permits. Copies of all applications to and permits issued by governing authorities, including NYC Department of Buildings work permits and NYC Landmarks Commission certificates, if applicable. Renewals of all permits must be submitted to the managing agent prior to their expiration or all work on the project will be stopped.
- K. Plans and drawings. Copies of all DOB-approved drawings must be submitted to the building's architect/engineer via the managing agent prior to approval for construction. The building's architect/engineer may request additional copies if the plans are amended. A copy of executed, stamped, and approved perforated forms from DOB/Landmarks must be available at all times at the work site. A final set of

DOB-approved drawings must be submitted via the managing agent for the renovation committee's records.

- L. Security deposit. A certified check made payable to 33 Fifth Avenue Owners Corp. will be put in escrow pending completion of the work. The amount of the security deposit will be tiered as detailed below; however, the board reserves the right to modify the amount to reflect the complexity of the proposed alterations and, if the amount in escrow is reduced because of damage or delays, to require that the original amount be restored before work continues.
 - 1. Limited decorative work (including but not limited to painting, floor refinishing, new kitchen cabinets, with no plumbing or electrical hookups): \$1,000
 - 2. Renovation (including replacing kitchen and/or bathroom, some electrical and plumbing work; may include some demolition): \$5,000
 - 3. Gut renovation/combination (complete apartment renovation including removal or installation of walls and/or the combination of apartments): \$10,000.
 - M. Notification to neighbors. No less than 10 days before work commences, you must notify in writing all immediate neighbors (apartments directly above and below, and all those on the same floor) about the nature of the work, the extent to which they may be affected by it, and the work schedule; you must also ask their permission to photographically document the condition of their adjoining walls and ceilings before work begins. In addition, as work progresses you must provide these immediate neighbors no less than 24 hours' written notice of noisy work and work that may produce strong odors. (See NOTIFICATIONS below.) You must provide copies of these notifications to the managing agent. Failure to provide these notices may cause the work to be stopped. (Use the corporation's NOTICE TO NEIGHBORS forms; pages 19 - 20.)
- VI. Providing that all documents detailed above have been properly executed and are on file with the managing agent, and that you have received from the corporation a counter-signed ALTERATIONS AGREEMENT, work may begin at this point.
- A. Please review the ALTERATIONS GUIDELINES, including WORK SITE PROCEDURES (pages 15 - 17), before beginning work. All contractors and workers must comply with all the guidelines and procedures described in this ALTERATIONS POLICY and all instructions given by the superintendent.
 - B. Please schedule a start-up meeting with the superintendent and your contractors to review work hours, elevator use, scheduling, and other issues.
- VII. During the course of work, you must promptly submit to managing agent:
- A. Any revisions to plans, which must be reviewed by the building architect and approved in writing before this work commences;

- B. Amended submissions to governing authorities;
- C. Amendments to contracts;
- D. Renewals of permits and insurance policies, prior to their expiration;
- E. Copies of written NOTICE TO NEIGHBORS of potentially disruptive work;
- F. Revisions to work schedule, including requests to extend the schedule beyond the allowable limits and payment of fees required to do so (see SCHEDULE, below).

VIII. At the project's completion:

- A. All work permits in effect must be closed out at the NYC Department of Buildings and, if requested, the Bureau of Electrical Control.
- B. The shareholder must provide to the managing agent an amended Certificate of Occupancy or Letter of Completion from the NYC Department of Buildings and a certificate of the Board of Fire Underwriters, if required, and any other proof that all work has been done in accordance with all applicable laws, ordinances, and government regulations, including certificates of inspection and approval from government authorities having jurisdiction over the work.
- C. The shareholder must provide the managing agent with copies of waivers of lien from all contractors, subcontractors, architects, engineers, materialmen, and suppliers.
- D. All adjacent areas affected by the work must be restored.
- E. Proper access to the building's systems must be provided, as determined solely by the corporation.

ALTERATIONS GUIDELINES

GENERAL

1. No alterations will be made that may endanger the safety or efficiency of the building's plumbing, heating, ventilation, mechanical, operational, or environmental systems.
2. No changes will be permitted that affect the structure of the building.
3. The building façade and roof may not be penetrated for through-the-wall air conditioning systems or any other purpose.
4. The corporation strongly discourages major deviations from the original apartment layout (see plan on page 24) but will consider each proposal on a case-by-case basis.
 - A. No alteration shall be permitted that, in the corporation's sole opinion, is likely to cause unnecessary disturbance or annoyance to another occupant by increasing the transmission of sound from one apartment to another. The corporation prohibits "noisy over quiet" alterations, including the placement or extension of a noisy area (e.g., a hallway, living room, or dining room) over a quiet area (i.e., a bedroom).
 - B. Where floors are proposed to be replaced, the floor assemblies must meet New York City code requirements with respect to sound transmission. Soundproofing may be required for any new floor installations and also for proposed alterations, including the removal of walls that change or intensify the apartment's traffic flow.
 - C. No speakers or other amplification equipment may be set into ceilings, floors, or walls shared with another apartment. Proposed audio systems must be located and specified on the submitted drawings for review by the corporation's architect.
 - D. The corporation prohibits "wet over dry" alterations. It will not approve any renovations that place a "wet" area (e.g., bathroom, kitchen, powder room, laundry room, etc.) over a "dry" area (an area that does not have any water, including closets) in the apartment below. No kitchen, bath, or other plumbing hookups or piping may be placed, moved, or extended over a dry area in the apartment below.
 - E. On a case-by-case basis, a kitchen or bath may be extended over a dry area below as long as no plumbing or piping is placed over the dry area. Such an expansion requires the corporation's approval and strict adherence to all precautions recommended by the corporation's architect, including those regarding waterproofing, soundproofing, and terminating floor areas with saddles.
5. No alterations may be made that impair or reduce the existing sound insulation or fire rating of the apartment's floor, ceiling, or shared walls.
6. Cutting or channeling into structural slabs is prohibited. Any channeling of walls, floors, and ceilings should be kept to a minimum and must be reviewed by the building's

architect. Use alternate approaches if possible, including dropped ceilings, moldings to conceal, and closets as chases. Note: Floor depths vary in this building, with bathroom floors being deeper than other areas.

7. When ceilings, floors, chases, etc., are demolished, all exposed ceiling and floor slabs must be inspected for holes, penetrations, voids, or cracks and, if any such conditions are found, they must be firestopped.
8. The use of jackhammers is not permitted. The use of electrical tools must be approved in advance by the superintendent.
9. The use of power tools and the length of demolition periods must be minimized. If prolonged, noisy work provokes complaints, the corporation may limit the hours in which it may occur and may limit or entirely prohibit the use of power tools.
10. Cabinetry should be fabricated off-site to the maximum extent possible. Note that delivery clearances are the fabricator's responsibility.
11. Screws should be used instead of nails wherever possible to avoid hammering.
12. The contractor must take all precautions, per the resident manager's direction, to prevent dirt, dust, and odors from permeating other parts of the building. The contractor must protect all common hallways and service stairways prior to demolition and until all alteration work is completed. The contractor must protect the common hallways with Masonite, provide sticky mats each day at the elevators and at the front door, and protect HVAC units or remove them from the site. If, in the corporation's sole judgment, dirt, dust, and/or odors affect other areas of the building, the corporation may take any steps it deems necessary to clean or sanitize the affected areas, at the shareholder's sole expense. When required by building management, negative air pressure machines shall be used per manufacturer's guidelines to reduce dust infiltration to adjacent units and public spaces, particulate dust within the work area, cleanup and maintenance time, and unpleasant odors; specifications for the machines must be submitted prior to implementation. The amount of demolition done on a given day must coincide with the amount of debris that can be properly removed on that day. All debris is to be properly sealed in dustproof bags or containers before removal.
13. A new hardwired combination smoke/carbon monoxide detector must be installed inside each bedroom and outside within 15 feet and within the path of egress. Maintain detectors throughout demolition and construction. Indicate on the floor plan the location of the detector(s). The devices must be interconnected so that if one smoke alarm/detector activates, all alarm/detectors activate. Note that 5 lb. ABC fire extinguishers and smoke detectors must be maintained in working order during construction.
14. I understand and agree to pay \$500/month for each month, or \$1,500 tri-monthly, during which a major renovation is being performed in my apartment in order to cover extra staffing needs, and that this non-prorated fee has been adopted by the Board of Directors effective for any renovation commencing on or after March 1, 2016.

PLUMBING

1. Only licensed plumbers with the required insurance certification may perform plumbing work.
2. All replacement plumbing must be consistent with existing building material. All new hot and cold water piping must be copper. All new vent and waste piping must be cast iron. PVC pipe and galvanized pipe are not allowed.
3. No work is to be performed on the main risers or building utility piping.
4. The replacement of supply, waste, gas, steam, and vent branch pipes, shut-off valves, and check valves may be required when new plumbing fixtures are installed, branch piping is exposed, or entire floors in kitchens and bathrooms are replaced; access to and repairs of waste and steam pipes may be required even if that expands the proposed scope of work. On-site review of pipes by the managing agent or the building's architect/engineer is mandatory whenever the pipes are exposed and prior to closing the walls. The managing agent or the building's architect/engineer will determine whether replacement is necessary. New branch shut-off valves and check valves must be located on new branch piping near the riser, and all valves must be accessible for servicing. New branch piping must be wrapped with durable, condensate-controlling, insulating material and supported with nonreactive materials. A minimum clear distance of two inches is required between hot and cold water pipes, and there must be no metal-to-metal contact between piping, conduit, BX, etc. A water hammer arrester is to be provided at all branch lines that feed sinks, lavatories, and water closets. Arresters must be made accessible for servicing (unless the unit has a lifetime guarantee, like Sioux Chief) and are to be located according to manufacturer's instructions. Note: Air chambers are not to be used.
5. Any plumbing lines that are altered, removed, or abandoned must be capped at the riser.
6. Any alterations to supply, waste, gas, steam, vent, or branch lines or installation of plumbing fixtures or appliances must be inspected by the superintendent, managing agent, or building architect/engineer while the walls are open and the plumbing exposed. The plumbing contractor must be present for the inspection.
7. Moving gas and water risers, waste stacks, vents, and leaders is not permitted. Moving steam and return risers is not permitted. The corporation will not permit relocation of any plumbing utility pipes serving the building or any other tenant.
8. All water supply lines will be fed through walls and not floors.
9. Building riser shut-off valves will be operated by building staff only. Any shutdown of the building's water service must be scheduled with and approved by the managing agent at least 72 hours in advance. Shutdowns can take place only between 9:00 a.m. and 3:00 p.m. on weekdays; their duration is established by the managing agent.
10. All hot water connections to the riser T must use a five-inch elbow swing to allow for expansion.

11. Dielectric unions must be used at all junctions of dissimilar piping, with appropriate end connections for the pipe materials in which installed (screwed, soldered, or flanged) to isolate dissimilar metals, prevent galvanic action, and stop corrosion. Isolation valves must be installed upstream of the dielectric union.
12. Tubs must be cast iron and have an integral showerhead.
13. Lead-coated copper pans, or another membrane approved by the building's architect, are to be installed for all shower stalls.
14. Sheetrock, including "waterproof sheetrock," may not be used in tub or shower surrounds. Walls may be constructed of a waterproof built-up mud-set wall system, cementitious tile backer board, or a substrate approved by the building's architect. At showers, waterproofing is to be applied full height to all walls.
15. For shower renovations where a window is located within the shower: All sides of the window frame are to be inspected for existing leaks. Waterproofing is to be extended at the walls into the framed opening, providing a proper seal where the waterproofing meets the window frame around the entire opening (jambs, head, and sill). The sill must be sloped to drain at 1/2" per foot minimum where possible.
16. Any new or replacement toilet will be a 1.6-gallon tank toilet. High-pressure toilets are not permitted.
17. No Jacuzzis, whirlpool baths (whether air jet, water jet, or any other whirlpool technology), steam rooms, or saunas may be installed.
18. No garbage disposals are permitted.
19. No high-consumption plumbing fixtures, fittings, and appliances (including high-flow showerheads) are permitted.
20. All refrigerators and dishwashers must be hooked up with copper tubing.
21. All dishwashers and clothes washers must be hooked up directly into the plumbing with check valves installed. Clothes washers must be set within a prefabricated washing-machine drip pan or a curbed waterproof drip pan of lead or stainless steel; they must be connected to an automatic shut-off and leak-detection system (similar to Onsite Pro's Floodstop FS3 4H-90). Manual shut-off valves also must be installed and be accessible when the appliance is in place. Soft-seated, spring-loaded check valves and vacuum breakers at both hot and cold water supply are also required adjacent to the shut-off valves. The washer is to be equipped with a 200-pound-rated high temperature washer hose with brass ends. A two-inch vented standing waste line is to be provided to the waste stack.
22. For stacked washer/dryer combinations with an operating weight (with clothes and water) not exceeding 400 pounds, each of the four feet shall be placed upon a 2-inch x 2-inch Mason Industries SWMFB pad (Super W with steel plate and friction pad) or an

approved equal with 30 durometer capacity (108 pounds maximum per pad). For equipment operating weights greater than that, the capacity must be increased to 40 durometer. The subsurface must be level before installing washer/dryer on pads.

23. The corporation reserves the right to revoke permission at any time for use of previously installed dishwashers, clothes washers, Jacuzzis, and whirlpool tubs, and to require the shareholder to seal off such appliances from the building plumbing system.
24. Plumbing riser diagrams will be required for review for all projects being filed.
25. Adequate heat radiation must be maintained. The corporation will not be responsible for the failure or efficiency of any changes the shareholder has made to the heating system or other building system. Bathroom radiators may be reduced in size and partially recessed but may not be removed. The cost of any plumbing/piping modifications related to changing the radiator will be borne by the shareholder.
26. Any damage to the building or to residents' property and any noise complaints that are caused by the installation of plumbing fittings/fixtures; appliances; supply, waste, gas, steam, and vent branch pipes; or shut-off valves will be the responsibility of the shareholder making such installations.

ELECTRIC

1. Only licensed electricians with the required insurance certification may perform electrical work.
2. Any renovation involving electrical work requires replacement of the circuit breaker panel, compliant with all current codes.
3. All electrical alterations, including new light fixture locations, new outlet locations, rewiring, and new circuit breakers, require the corporation's prior written approval. 43. An electrical load letter, in accordance with the NEC 2008 requirements, is required when the apartment is fully renovated or when apartments are combined. The building's engineer must verify that the existing electrical service to the apartment conforms to the current electrical code. All applicable demands shall be included in the calculations, including all fixed appliances and equipment. Submit product schedules and catalog cut sheets indicating power requirements. Clearly confirm the amount of existing power and whether the renovation will accommodate the existing power.
4. The building has limited unused electrical capacity, and the corporation will consider an increase to an apartment's electrical service (from 40 or 60 ampere single-phase, 208 volt service to 100-ampere single-phase, 208 volt service) on a case-by-case basis. Any proposed electrical upgrade will be reviewed by the building's architect/engineer with regard to available service and points of connection for new conduit runs. The shareholder's engineer will prepare an electrical load letter indicating the proposed modifications and additional electrical loads and submit it to Con Edison and the building's architect/engineer. If excess electrical service is available, and if the corporation determines to make a portion of it available to the requesting shareholder, the

corporation will impose a one-time fee of no less than \$10,000 for increasing the amperage in the apartment.

5. New slab penetrations for lighting or electrical work are prohibited, and great care is to be employed at demising and exterior building walls. Chopping any block/brick encountered during installation is prohibited. Confirm wall thickness prior to installation. Fireproofing and firestopping must be provided at all outlets at demising walls and fire ratings of all walls are to be maintained at all times. Ceiling-mounted lighting must be mounted at existing junction boxes or surface mounted with the electrical service run on the surface of the ceiling slab. Fixtures may be suspended from or recessed into a dropped ceiling, and wiring may be concealed above dropped ceilings.

FLOORING

1. Marble, ceramic, or similar hard floor covering may not, without prior board approval, be installed in rooms other than kitchens and baths.
2. All new floor installations in kitchens, bathrooms, and powder rooms must include a waterproofing underlayer, whose specifications must be approved by management and/or the building's architect.
3. Where floors are proposed to be replaced, the floor assemblies must meet New York City code requirements with respect to sound transmission. Soundproofing may be required for any new floor installations and also for proposed alterations, including the removal of walls, which change or intensify the apartment's traffic flow.
4. Floor slab materials may not be removed in kitchens, baths, and foyers. Locations with no topping slab or finished floor system may not be altered to depress the level of the slab to accommodate new finished floors without prior board approval. Soundproofing must be installed beneath any such floor.
5. Nonporous door saddles will be installed at all bathroom doors.
6. All holes and cracks (for example, under radiators and sinks, and between floors and baseboards) must be completely firestopped in any room where work is done.
7. If a room is planned for high noise activity, such as playing musical instruments or using fitness or audiovisual equipment, the installation of soundproofing may be required.
8. Soft floor coverings (carpets or rugs with thick padding) must be installed over 80 percent of all exposed flooring.

OTHER ISSUES

1. When entry or service doors are abandoned, they must be removed and the walls must be rebuilt with 4-inch concrete masonry units, compliant with appropriate codes and the existing 2 hour rating of the demising partition, and made to match the surrounding finish. The shareholder is to provide a detailed section of the proposed assembly. All wall

finishes, including the texture, color, and base material, must match the existing conditions. Note that the base in the common halls is poured terrazzo, which will likely have to be matched with prefabricated terrazzo of the same thickness as the existing base. A sample must be provided to the building prior to approval.

2. No alterations may be made to existing windows, including lot-line windows in B and D line apartments. Repairs must be coordinated with the superintendent.
3. For renovations in D line apartments from the first through seventh floors: Access must be provided the corporation to reopen the wall (if necessary) and completely seal the south-facing living room lot-line windows with an additional layer or wythe of solid and/or filled 4" thick concrete block and/or brick with mortar.
4. All window air conditioners will be installed using metal supports that secure the air conditioner and still permit the windows to open and close above the unit, in compliance with NYC rules and regulations.
5. New installations of central air conditioning are not expressly prohibited, but be aware that (a) no penetrations are permitted through the building's roof or exterior walls, and (b) the building may not have sufficient electric capacity to support a central AC unit. The shareholder's engineer must prepare an electrical load letter and submit it to the building's engineer. (See "Electric," above.) Any HVAC units to be installed or replaced must be approved by the building's architect/engineer, be fully waterproofed to prevent water or steam infiltration to other apartments, be designed to minimize transmission of noise and vibration, be designed to allow access to units and valves, and be easily removable. Detailed plans are to be submitted for review by the board and the co-op's engineer and/or architect. Should the proposal be approved, the installation would require stringent oversight by the co-op's engineer/architect, at the shareholder's expense.
6. Any venting or exhaust ductwork must be approved by the building's architect/engineer.
7. Penthouse/rooftop alterations entail a special set of guidelines, available from the managing agent. Consult with the building's architect/engineer before planning any such project, including installation of planters.

ASBESTOS

1. Alterations involving the demolition, removal, relocation, or alteration of any walls, ceilings, doors, floors, or electrical, plumbing, heating, ventilation, or air conditioning systems (that is, any alterations requiring a filing with the NYC Buildings Department) require the filing of an asbestos investigation report (ACP5 or ACP7), a copy of which must be submitted to the managing agent before any work commences.
2. Any asbestos uncovered during the course of work must be tested by a licensed investigator per agency requirements and a report must be submitted to the corporation for review prior to handling or removal. All pipe insulation must be assumed to contain asbestos until tests certify otherwise. The superintendent must be given 24 hours notice prior to removal.

LEAD-BASED PAINT

1. The shareholder is responsible for notifying the contractor about the presence of lead-based paint on the site. If lead is present, the shareholder must cause the contractor and workers to use safe work practices as required by Local Law 1 of 2004 and any applicable agency requirements, taking all precautions to prevent the spread of dust and debris that may contain lead. The shareholder must cause the contractor to provide to the shareholder the Environmental Protection Agency (EPA) pamphlet entitled Protecting Your Family from Lead in the Home no more than 60 days prior to beginning construction. The shareholder hereby acknowledges that the corporation has no liability or obligation in connection with this notification requirement of the EPA.
2. The contractor must provide certification of training in lead-safe work practices before approval will be granted to perform any work that disturbs more than six square feet of paint.

SCHEDULE

1. Alterations will be scheduled with regard to other projects in the building. Depending on the number of alterations projects under way, the board reserves the right to delay the commencement of any new project.
2. All permitted work must be completed within the timeframe established below. Time limits may also be placed on potentially disruptive phases of work, such as demolition. Requests to extend work beyond the schedule must be made in writing to the managing agent and will be considered on a case-by-case basis. Work that extends beyond the limits will be penalized \$500 per day for the first 30 days, then \$1,000 per day. The managing agent will inform the shareholder in writing at least 10 days before any such penalty begins.
 - Limited decorative work: 90 consecutive calendar days
 - Renovation: 180 consecutive calendar days
 - Combination of apartments: 270 consecutive calendar days

INSPECTIONS

The corporation has the right to review work in progress and to have the building's architect/engineer inspect at the completion of each construction milestone (see NOTIFICATIONS, below) to ensure compliance with the approved plans. The shareholder will bear all costs for the inspections, including, without limitation, those of the corporation's professionals. Any work the corporation determines to be defective or as failing to conform to the agreement will be promptly removed or corrected at the shareholder's sole expense.

NOTIFICATIONS

1. Construction milestones. The shareholder must notify the managing agent of the completion of the following milestones:

- Demolition;
- Plumbing, electrical, and mechanical roughing, and firestopping;
- Installation of waterproofing and soundproofing;
- Floor installation;
- Testing of lead pan;
- Completion of construction.

Work may not proceed past any such milestone without formal notification to the managing agent; if it does, the shareholder will remove such work at his/her own expense at the corporation's request.

2. Neighbors. No less than 10 days before work commences, shareholders and their contractors must notify in writing all immediate neighbors (apartments directly above and below, and all those on the same floor) about the nature of the work, the extent to which they may be affected by it, and the work schedule. As work progresses, shareholders/contractors must provide the same neighbors with written notice no less than 24 hours before the commencement of potentially noisy work (i.e., hammering, use of machinery, demolition) and work that may produce strong odors. Copies of these written notices must be sent to the managing agent. Failure to provide the notices may cause the work to be stopped. (Use the NOTICE TO NEIGHBORS forms; pages 19 – 20)

WORK SITE PROCEDURES

1. Check-in: Contractors/workers must check in with the superintendent at the start of the job and at the completion of the entire job. A complete list of all workers must be provided to the managing agent and superintendent. Only workers on the list will be admitted. At the first visit, or anytime requested, workers must present a photo I.D. All workers must wear a badge or T-shirt that identifies them as members of the crew. An English speaker must be on site at all times.
2. Work hours: Monday through Friday, 9:00 a.m. to 5:00 p.m., except holidays (New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Rosh Hashanah, Yom Kippur, Columbus Day, Thanksgiving, the Friday after Thanksgiving, Christmas, and any other days designated by the corporation). Workers will not be admitted before 9:00 a.m. They must end work by 4:30 p.m., clean up, and exit the building by 5:00 p.m., as directed by the building staff.
3. Access/use of building: Workers must use the Tenth Street service entrance and the freight elevator. They may not use the building's common areas or facilities. Workers are limited to the apartment in which they are working. Tools, materials, and personal belongings cannot be stored in the public hallways.
4. Noise/nuisance control: Doors to the apartment must be kept closed while work is in progress. No smoking is permitted in the apartment or anywhere in the building. Workers must avoid slamming doors and speaking loudly in the building's hallways and stairways.

5. Deliveries: Major deliveries must be scheduled with the managing agent at least 72 hours in advance. Deliveries may take place between 9:00 a.m. and 4:00 p.m. Monday through Friday, and only via the freight elevator. The shareholder assumes all responsibility for damage in the delivery of equipment and materials and in the use of the freight elevator and service entrance.
6. Public area protection: Contractors must take every precaution to protect all public areas from damage during the alterations and to prevent dirt and dust from permeating other parts of the building. Damp terry towels or sticky mats must be used. Contractors must install Masonite or similar material on the hallway floor from the service elevator to the apartment door before beginning work each day and remove it at the end of the day. Any repairs to, or cleaning of, public areas required as the result of the work will be at the shareholder's expense.
7. Daily cleaning: Contractors must sweep and mop the public areas they have dirtied each day, using their own cleaning supplies. All construction debris must be removed from the building daily; it cannot be stored in any of the public areas. Food and other refuse created by workers must be cleaned up and properly discarded (separate from construction debris) each day. All rubbish must be contained in bags or barrels before being removed from the apartment and discarded in the manner directed by the superintendent and in compliance with all New York City and other government regulations.
8. Waste removal: No small wheeled Dumpsters are permitted above the ground floor. Heavy loads are not permitted in the elevator. The superintendent and porter have the right to limit the amount of material loaded into the elevator.
9. Noisy work:
 - At least 24 hours before beginning any noisy work (for example, hammering, demolition, or use of machinery) or work that produces strong odors, contractors must notify the superintendent and also provide written notice to apartments directly above and below and on the same floor as the work site, and send copies of that notice to the managing agent. (Use NOTICE TO NEIGHBORS form, page 20.) Failure to provide such notice may cause the work to be stopped.
 - If noisy conditions provoke complaints, the corporation may further limit the hours in which noisy work may occur and may limit or prohibit the use of power tools.
 - Upon notice from the managing agent or other representatives of the corporation, any work creating an unacceptable disturbance must be discontinued immediately.
10. Shutdowns: Any work requiring a shutdown of the building's systems must be scheduled with the managing agent at least 72 hours in advance. Shutdowns may take place only between 9:00 a.m. and 3:00 p.m. weekdays, and their duration is established by the managing agent. No heating shutdowns are permitted during the heating season. Shutdowns of gas service to areas beyond the apartment under renovation are prohibited. Only building staff may operate building shut-off valves.

11. Performance of work: All work is to be carried out in a workmanlike manner and with approved materials. If you discover that your work may interfere with proper functioning of the building's systems, or if your work uncovers defects in the building's systems, immediately notify the superintendent and managing agent.
12. Design changes: Only the work approved by the corporation may be performed. Field conditions and design changes that affect the scope of work must be brought to the attention of the superintendent and managing agent. Changes to the plans must be approved in writing by the corporation.
13. Inspections: The contractor will provide access to the building's superintendent, managing agent, architect/engineer, or other person designated to inspect the site. The managing agent must be notified of completion of the following milestones: demolition; plumbing, electrical, and mechanical roughing, and firestopping; installation of waterproofing and soundproofing; floor installation; testing of lead pan; and of the completion of all work.

33 FIFTH AVENUE OWNERS CORPORATION

CERTIFICATIONS

Shareholder name: _____ Apartment number: _____

Shareholder name: _____

The undersigned certifies that he/she has read, understands, and accepts the ALTERATIONS POLICY and agrees to comply therewith, and further certifies that all documents submitted in connection with this application are true and correct copies.

Shareholder signature: _____ Dated: _____

Shareholder signature: _____ Dated: _____

The undersigned certifies that he/she has read and understands the corporation's ALTERATIONS POLICY, including WORK SITE PROCEDURES, and agrees to comply with all its terms. The undersigned further agrees not to make any claim against or seek to recover from the corporation, its shareholders, or the corporation's or its shareholders' agents, employees, partners, licensees, tenants, or guests (the "indemnified parties") for any damage to persons or property arising from or relating to the performance of the work, unless the loss or damage is due to the indemnified party's carelessness or negligence. The undersigned agrees to defend, indemnify, and hold harmless the indemnified parties and all other occupants of the building against any liability, including, without limitation, legal costs and expenses, on account of injury or loss of life to any person or damage to property arising from or relating to the performance of the work, unless such injury or loss of life or property damage is caused by the carelessness or negligence of that indemnified party.

Contractor: _____ (print name)

Company: _____

Signature: _____ Dated: _____

33 FIFTH AVENUE OWNERS CORPORATION

NOTICE TO NEIGHBORS: COMMENCEMENT OF WORK

To: _____ Apt: _____
Name of resident above, below, or on same
floor as shareholder's apt.

Dear neighbor:

In accordance with the co-op's alterations policy and agreement, I hereby advise you, with no less than 10 days' notice, of alterations to be made in apartment #_____.

The work will commence on or about _____. The alterations agreement with the corporation permits _____ days to complete the work. The expected completion date is _____.

Nature of alterations:

I have attached a work schedule and, as work progresses, will alert you to any significant changes to it. I also will provide you with no less than 24 hours' written notice of potentially noisy work (such as hammering, use of machinery, and demolition) and work that may produce strong odors.

Also, the corporation recommends that I, my architect, or general contractor, accompanied by the building superintendent, photograph or videotape the walls and ceilings in your apartment that adjoin mine before work begins. Please contact me to arrange for a mutually convenient time.

Finally, although I will instruct my contractors to minimize noise during construction, noise is, unfortunately, inevitable. I hope you will understand and bear with us during this process. I apologize in advance for any inconvenience. If you have any problems during my alterations, please bring them immediately to my attention, as well as to that of the managing agent.

Very truly yours,

Shareholder

Phone number

Apartment #: _____

Date: _____

33 FIFTH AVENUE OWNERS CORPORATION

NOTICE TO NEIGHBORS: DISRUPTIVE WORK

To: _____ Apt: _____
name of resident above, below, or on same
floor as shareholder's apt.

Dear neighbor:

In accordance with the co-op's alterations policy and agreement, I hereby provide you with no less than 24 hours notice of potentially disruptive work to be done in apartment #_____.

The work will commence on or about _____ and be completed on or about _____.

Nature of work (examples: hammering, use of heavy machinery, demolition, floor refinishing, tub reglazing):

I apologize in advance for any inconvenience. If you have any problems during these alterations, please bring them immediately to my attention, as well as to that of the managing agent.

Very truly yours,

Shareholder / Contractor (circle one)

Apt. number

Phone number

Date

33 FIFTH AVENUE OWNERS CORPORATION

ALTERATIONS PROJECT SUMMARY

Application date _____ Apartment number _____

Shareholder _____

Shareholder's phone number during renovation _____

Contractor _____

Contractor's phone number _____

Emergency phone number _____

Name of contractor's field superintendent _____

Architect _____

Architect's phone number _____

Start date _____

Completion date _____

Project cost \$ _____

Permits required _____

Indicate areas affected:

Structural _____

Mechanical _____

Electrical _____

Plumbing _____

Exterior _____

Demolition required: Yes _____ No _____

Comments: _____

33 FIFTH AVENUE OWNERS CORPORATION

ALTERATIONS APPROVAL CHECKLIST

PRIOR TO COMMENCEMENT OF WORK

Date submitted / Item(s) submitted

_____ Project summary

_____ Plans and drawings

_____ Specifications

_____ \$1,000 application fee

_____ Completed ALTERATIONS AGREEMENT

_____ Work schedule

_____ List of all workers

_____ Copies of licenses

_____ Lead paint certification

_____ Security deposit

_____ Signed CERTIFICATIONS

_____ Written NOTICE TO NEIGHBORS: COMMENCEMENT OF WORK

_____ Permits, certificates, and approvals from governing authorities

COPIES OF CONTRACTS, IF REQUIRED:

_____ General contractors

_____ Subcontractors

_____ Consultants

_____ Other suppliers

INSURANCE:

_____ Liability: Contractors and, if required, subcontractors and consultants

_____ Workmen's Compensation

_____ Bonding (optional)

_____ Homeowners

ASBESTOS:

_____ Preconstruction asbestos report: Form ACP5 or ACP7

_____ Credentials of asbestos contractor (if required)

_____ Copies of all reports and tests (if required), lists of dump locations to be used, certification of dump sites' EPA approval, and all dump tickets and disposal manifests (if required)

_____ Hazardous material transportation liability insurance (if required)

CONSTRUCTION START DATE: _____

DURING COURSE OF WORK

Date submitted / Item(s) submitted

_____ Revisions to plans and amended submissions to governing authorities

_____ Amendments to contracts

_____ Renewals of permits and insurance policies

_____ Revisions to work schedule

_____ Written NOTICE TO NEIGHBORS: DISRUPTIVE WORK

_____ Fee for extension of work schedule

UPON COMPLETION OF WORK

Date submitted / Item(s) submitted

_____ Final DOB-approved drawings to renovation committee

_____ Post construction asbestos report (if required)

LIEN WAIVERS:

_____ Contractors

_____ Consultants and subcontractors (if required)

_____ Other suppliers of labor, goods, and materials

CERTIFICATES OF COMPLETION/APPROVAL, IF APPLICABLE:

_____ Amended Certificate of Occupancy, if required

_____ NYC Department of Buildings, Bureau of Electric Control (if requested), city agencies

_____ Board of Fire Underwriters