

OLYMPIC TOWER CONDOMINIUM

DECORATIONS AND ALTERATIONS REVIEW PROCESS

THE START DATE OF ANY ALTERATION IS STRICTLY CONTINGENT UPON ITS POTENTIAL IMPACT ON THE QUALITY OF LIFE OF OTHER UNIT OWNERS AND BUILDING OPERATIONS. THEREFORE, THE START DATE OF A PROJECT MAY BE DELAYED/POSTPONED AT THE SOLE AND UNILATERAL DISCRETION OF THE BOARD OF MANAGERS.

In order to ensure that your decoration or alteration review process proceeds expeditiously, we have prepared the following information to clearly explain the process. It is recommended that you familiarize yourself with all applicable policies, procedures and agreements, prior to executing any agreements with contractors and/or suppliers.

All work falls within one of two categories:

Decorations - Including, but is not limited to, painting, wall covering, refinishing of floors and other cosmetic work. Generally, will not require any approval by the engineer for the Building nor the Board of Managers, but work must comply with the Condominium's policies and procedures.

Alterations - Any type of construction. Will require approval by the engineer for the Building and the Board of Managers and work must comply with Building policies and procedures. Please review the attached *Alteration Policies and Procedures* prior to planning your alteration.

STEPS OF THE REVIEW PROCESS

A. PROVIDE A WRITTEN EXPLANATION OF CONTEMPLATED WORK:

Decorations - A letter outlining the work and estimated time of completion. Skip to and comply with Steps 6, below and remit a Decoration Processing fee, if applicable, payable to Olympic Tower Condominium.

Alterations – Submit scope of work and specifications, one electronic set of stamped architectural plans, **in PDF or CAD file format**, project flow chart/construction schedule (outlining each phase of construction) and contact information for Unit Owner's architect to the Alteration Administrator. Building's Architect will review and formulate comments, at Unit Owner's expense.

B. OLYMPIC TOWER CHIEF ENGINEER WALKS THROUGH UNIT WITH INITIAL SET OF PLANS:

Chief Engineer reviews plans, scope of work and walks through unit in order to formulate any comments or concerns that will be forwarded to Building's Architect.

C. UNIT OWNER'S ARCHITECT ADDRESSES ALL BUILDING ARCHITECT'S ISSUES:

- a. The amount of time necessary to complete this phase of the process is dependent upon the scope of work and completeness of the original submission. An Alteration Administrator will administrate the review process. All plans and review comments will flow through the Alteration Administrator for distribution to the appropriate parties.
- b. The Unit Owner may begin the NYC Department of Building (NYC DOB) permit application process and the managing agent will execute applicable permit applications, with the expressed understanding that such accommodation does not imply any alteration approval (actual or conceptual) and that no work will commence until all Condominium approvals and conditions have been satisfied provided Unit Owner submits an acknowledgement on his/her letterhead stating:

“This is to confirm that the signing of the forms by the building’s representative does not give us the permission to commence with the demolition or construction at the above referenced premises. The signing is for the purpose of expediting the building permit process. As discussed, we will await further permission from the NYC DOB and building management in order to commence with any demolition or construction as per approved plans.”

D. PLANS SUBMITTED TO THE ALTERATION COMMITTEE FOR APPROVAL:

After the Unit Owner’s architect has completely addressed and satisfied all of the Building architect’s issues, send three (3) sets of plans to the Alteration Administrator. The plans are submitted to the Alteration Review Committee for approval.

Final plans must be submitted to Alteration Administrator blue print DOB approved fashion and in Adobe (PDF) or CAD electronic file format.

E. COMMENTS FROM THE ALTERATION COMMITTEE ARE ADDRESSED:

Depending on the nature of the comments, either the Building’s architect and/or the Unit Owner’s architect will address the comments until all comments have been resolved and approved by the Alteration Review Committee.

F. FINAL PREPARATIONS TO ALLOW SCHEDULING AND WORK TO COMMENCE:

The following items must be submitted:

- a. Fully executed Alteration or Decoration Agreement, as applicable, **and full compliance with all preconstruction agreement provisions.**
- b. Certificate of Insurance naming Olympic Tower Condominium and their respective employees; Olympic Tower Associates and their respective employees; Douglas Elliman Property Management, Inc. and their respective employees; Tishman Speyer Property Management and their respective employees; Olympic Gold, LLC; ARVIC Realty Corp and the Unit Owner *all* as Additional Insured.
- c. Final project flow chart/construction schedule.
- d. All applicable NYC Department of Building permits for planned work.

- e. Copy of contract between Unit Owner and General Contractor.
- f. Copy of General Contractor Indemnification Letter listing its NYC license number.
- g. A letter from the Unit Owner's architect attesting to the accuracy of the estimated project value.
- h. Copy of Unit Owner's letters to adjacent Unit Owners and residents of the same floor.
- i. Remit Alteration Processing Fee – Payable to Olympic Tower Condominium
- j. Remit Alteration Deposit – Payable to Olympic Tower Condominium along with completed W-9.
- k. **Submit project plans in PDF format after each review, along with the final DOB submittal.**

ALTERATIONS - PROCEDURES AND FEES

1. TIME AT WHICH AN ALTERATION MAY COMMENCE:

No work can commence until: All permits and approvals are in place; All preconstruction Alteration Agreement provisions have been met; all parties have executed the Alteration Agreement; the Alteration Administrator has scheduled a start date and a "kick-off" meeting with the Chief Engineer has been completed. Subject to the scope of work, a typical Alteration should be completed within one-hundred twenty (120) days.

Factors such as the location and scope of work of your project, as it relates to other projects currently underway (in scope, location within the building, number of projects) and other common element building projects all are taken into consideration. The Condominium will not permit an alteration that places any one Unit Owner in a position of having more than one adjacent (side, above or below) alteration underway, at any one given time.

2. DESIGN POLICIES AND PROHIBITIONS:

- a. No channeling of floor, wall, or ceiling slabs.
- b. No "wet areas" over "dry areas" (i.e. no bathrooms over libraries).
- c. Same room use over same room use (i.e. bedroom over bedroom).
- d. No noisy use over quiet use (i.e. no fitness rooms over bedrooms).
- e. The architect for the unit owner must assure the Condominium, in writing, that any floor installations shall meet or exceed the New York City Code from a sound transmission and impact noise rating standpoint.
- f. Cement board type product (not moisture resistant "Greenboard") must be used throughout all bathrooms indicating wall removal and replacement.
- g. Washing machine hook-up installations must include: (a) Stainless steel braided water supply hoses; (b) an automatic water shut-off valve in the event of hose failure; (c) Check valves to prevent hot & cold water crossover (d) A waterproof pan with a curb and drain under the unit(s).
- h. The installation of a whirlpool, Jacuzzi, any motorized bathtub, or similar devices is permitted strictly at the Unit Owner's risk and with the expressed understanding that if the Condominium, in its sole and unilateral discretion, deems that the installation creates a nuisance, or other

adverse effect to another unit owner(s), the Unit Owner hereby agrees to cease using the device by removing the motor.

- i. Walls surrounding a steam shower installations must provide for a vapor barrier.
- j. Steam generators must be located within a waterproof pan with curb and drain.
- k. Installation of garbage disposals is prohibited.
- l. Common Element space cannot be incorporated into the alteration without written Board approval.
- m. No wooden floors are permitted in bathrooms.
- n. Installations of kitchen exhaust (hood) fans are NOT permitted. Re-circulating hoods ARE permitted.
- o. Installations of bathroom exhaust fans are NOT permitted. Re-circulating fans ARE permitted.
- p. Any existing kitchen or bath fan motors connected to Building systems/ductwork must be REMOVED.
- q. Only dryer exhaust is permitted to be ducted into Building dryer exhaust system.
- r. Whenever installing new shower body, contractor must install two (one hot + one cold) brass check valves.
- s. No space above the vertical fan coil units (in the vertical chase/shaft area that house the chilled & hot water supply and return HVAC water lines) can be reclaimed or breached for “built-ins” or other accessories.
- t. All motorized valves and thermostats for each vertical fan coil unit in the premises must be restored to working order and new isolation ball valves (Watts or similar) must be installed if existing valves are not functioning, at the time the motorized valves are replaced. It is highly *recommended* HVAC equipment installed when the building was first constructed or HVAC equipment that is thirty or more years old be replaced with the Building Standard specification. House Rule 35 (see Rider 11) stipulates when HVAC equipment *MUST* be replaced.
- u. Whenever motorized and/or shutoff valves for the chilled/hot water supply and return HVAC water lines are exposed, replaced or plans call for the installation of a built-in in such a way that would block access to said valves, an access panel must be installed and the built-in must be designed for easy removal in the event access to the valves are required.
- v. Contractor must remove existing paper over fiberglass insulation on any chilled water supply and return HVAC water line whenever such lines are accessible and/or exposed, with Armorflex type rubber/waterproof insulation.
- w. Contractor must install moisture resistant “Greenboard,” (double layer, if necessary, to match existing thickness) whenever replacing wallboard surrounding the chilled/hot supply & return HVAC water lines.
- x. Unit owners who expose original and/or damaged drain traps, located in their unit, but servicing the unit above, must replace the traps at their expense, without charging the unit owner above.

Other Recommendations, which are not required:

- y. Bathroom basins should have design features to prevent overflows.
- z. For renovations involving demolition from the entry door of the unit, to the unit’s telecommunications closet, contractor should install new communications junction box on unit side of corridor wall (as close to ceiling as possible) and run new communication cable (that will

accommodate phone/cable/internet service, etc.) from junction box to unit's telecommunications closet, in the event unit owner may submit a request to run new such cable in the corridor ceiling area in order to receive any of the applicable/additional services to the unit.

3. DEMOLITION:

To the extent feasible, all demolition must be scheduled at the "front end" of the project.

4. DURATION OF THE ALTERATION:

The duration of the alteration, as submitted by the Unit Owner's architect, must be considered attainable and realistic by the Building's architect, Alteration Administrator, Chief Engineer and Board of Managers. If an extension is granted to go beyond the stated term in the Alteration Agreement, such extension is subject to a daily fee, to be determined by the Board of Managers.

5. WORK DAYS / WORK HOURS / HOURS OF NOISY WORK / HOLIDAYS / SHUT-DOWNS:

- a. Work Days: Weekdays, except below listed exceptions and holidays. No work on weekends.
- b. Work hours: 9:00AM to 4:30PM all Contractors must be out of the Building NO LATER THAN 5:00PM.
- c. Hours of noisy work: 11:00AM to 12:30PM and 1:30PM to 3:30PM (or at other intervals/lengths of time subject to the sole and unilateral discretion of the General Manager, Assistant to the General Manager and/or Chief Engineer).
- d. No work Wednesday, Thursday or Friday during Thanksgiving week.
- e. No work 12/24 through 1/1.
- f. No working on Federal holidays, including, but not limited to: New Years, Martin Luther King, Presidents Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Rosh Hashanah, Yom Kippur, Columbus Day.
- g. Water shut-downs must be scheduled with the Chief Engineer and can only occur between the hours of 10:00AM and 2:00PM (at intervals/a length of time subject to the sole and unilateral discretion of the General Manager, Assistant to the General Manager, and /or Chief Engineer)

6. WRITTEN NOTICE OF ALTERATION/DECORATION TO ADJACENT UNIT OWNERS:

Unit Owner will send each adjacent Unit Owner a letter describing the general extent of the alteration and its duration; at least one week prior to the commencement of work. The letter must also include indemnification language to ensure that the Unit Owner performing the alteration will remedy all damages that result from the alteration. See sample contained within the Alteration Agreement.

7. TOOL PROHIBITIONS:

No impact tools may be used at any time.

8. INSPECTION BY BUILDING'S ARCHITECT:

During demolition, the construction phase and immediately before closing walls/ceilings/floors containing building service lines, the Condominium reserves the right, at its sole and unilateral discretion, to have the architect/engineer for the Condominium perform inspection(s) at the Unit Owner's expense.

9. FEES AND SECURITY DEPOSITS:

- a. **Alteration Processing Fee:** Unit Owner will remit an alteration processing fee of \$500 payable to Olympic Tower Condominium
- b. **Decoration Processing Fee:** Unit Owner will remit a decoration processing fee of \$-0- payable to Olympic Tower Condominium
- c. **Water Shutdown Fee:** Each alteration will include TWO water shutdowns per alteration at no cost. The third and fourth water shutdowns will cost \$500 and \$1,000 respectively, with water shutdowns thereafter costing \$2,000 each. These fees are waived for voluntary (not mandated) HVAC replacement projects.
- d. **Administrative Fee For Incomplete Projects:** If an extension is granted to go beyond the stated term in the Alteration Agreement, such extension is subject to a daily fee, to be determined by the Board of Managers.
- e. **Elevator Service Fee:** Unit owner shall pay \$250.00 per day as a Service fee to the Condominium for each day the alteration period (that workers or supplies are moved into or out of the building) is extended beyond its Completion Date, for the use of the freight elevator, wear and tear on the building and general supervision, although this shall not diminish or be in lieu of any responsibility for any costs or damages hereunder.
- f. **Security Deposit:** Unit Owner must remit a Security Deposit in an amount of ten percent (10%) of the project value (including contractor and sub-contractor costs) or \$5,000 whichever is greater, and complete an IRS Form W-9 (see attached) for purposes of establishing a security deposit account at a financial institution.

At the conclusion of the alteration and **prior to the return** of the security deposit, Owner must submit the following items to the Alteration Administrator: 1. For all projects that were filed with the NYC DOB, a Letter of Completion issued by the NYC DOB (and a Certificate of Completed Electrical Work by the contractor, as applicable); 2. A letter from the Owner stating the actual work completed conforms, in its entirety, to the plans and specifications approved by the Board of Managers; 3. A letter from the architect (or the contractor) stating the actual work completed meets or exceeds all applicable NYC building codes. 4. HVAC Hydronic Test Report if the HVAC systems were replaced. 5. No other open issues pertaining directly or indirectly to the Alteration.

10. WORK STOPPAGE:

Any of the following persons will retain the right to stop work and/or waive “administrative fees” for a breach of any of the terms of the Alteration Agreement and/or these Policies and Procedures: Any member of the Board of Managers; Any member of the Alteration Review Committee; The General Manager; Assistant to the General Manager; The Chief Engineer and or any member of Management.

11. OTHER PROVISIONS:

- a. Contractors and/or their suppliers agree not to block the main entrance to the building.
- b. Contractors must use low odor products whenever possible and use window ventilation whenever weather permits.
- c. Contractor must seal all air exhaust registers and the entry door to the unit, prior to any painting, sanding, demolition and/or dust producing work.
- d. Contractor must inspect unit entry door, setback, door frame and compactor room doors and walls

for scratches, marks and “touch-up” said marks DAILY. If the repainted areas are visible after the “touch-up,” contractor must repaint the entire section to ensure a blemish free appearance.

- e. If the existing one piece tank/bowl toilets will remain as part of the alteration, the contractor must adjust the height of the toilet tank overflow tube so it will not permit water to rise to a level that can cause water to leak from the toilet’s bolt holes (used for mounting the toilet seat) and adjust the water level so that the water level will not rise to the level of the bolt holes.

12. HVAC CHANGES:

- f. The OTC Specifications for these units must be adhered to. No other changes will be considered. Once installed, a final Hydronic Test Report must be performed. This report must be submitted as part of the final sign off of the project before the security deposit returned.

NON-COMPLIANCE WITH THE ABOVE AND/OR DEVIATION FROM THE PLANS APPROVED BY THE CONDOMINIUM WILL RESULT IN AN IMMEDIATE JOB SHUTDOWN OF ALL WORK.

SAMPLE LETTER #1 of 2 NEEDED - NOT FOR DISTRIBUTION

PUT ON UNIT OWNER'S LETTERHEAD

AT LEAST ONE WEEK PRIOR TO THE COMMENCEMENT OF ANY WORK GIVE THE MANAGEMENT OFFICE A COPY OF THIS LETTER SO...

IT CAN BE DISTRIBUTED TO: UNIT OWNERS SHARING A COMMON WALL (ON EITHER SIDE) AND TO THE UNITS IMMEDIATELY, ABOVE AND BELOW THE UNIT UNDER ALTERATION.

Date: _____

641 Fifth Avenue, Unit# _____
New York, NY 10022

Dear Neighbor:

In accordance with the Alteration Agreement between me and the Olympic Tower Condominium ("the Condominium"), covering the alterations to be performed in my Unit _____, please be advised of the following:

- The alterations will be commencing on or about _____ ("Anticipated Commencement Date"). The Alteration Agreement with the Condominium permits me _____ calendar days to complete the alteration.
- The scope of work will generally include:

- I hereby agree to indemnify you for any damage whatsoever to your unit caused by the alterations performed in my Unit. I agree to pay the reasonable cost of repair of such damage. At your option, such repair may be performed, at my expense, by contractors of your choice or by my contractors.
- In order to take advantage of the foregoing indemnification, you must permit my designated representative, in the presence of the Condominium's Chief Engineer, to inspect your unit prior to the Anticipated Commencement Date of my alterations. Please call my designated

Representative _____,
at _____ to arrange the inspection. You must also permit my designated representative to inspect any damage you claim my alterations have caused.

Please contact me if you have any other questions or if I can be of further assistance.

Unit Owner

Phone: _____

Date: _____

SAMPLE LETTER #2 of 2 NEEDED - NOT FOR DISTRIBUTION

PUT ON UNIT OWNER'S LETTERHEAD

AT LEAST ONE WEEK PRIOR TO THE COMMENCEMENT OF ANY WORK GIVE THE MANAGEMENT OFFICE A COPY OF THIS LETTER SO...

IT CAN BE DISTRIBUTED TO: THE REMAINING UNIT OWNERS ON SAME FLOOR AS THE UNIT UNDER ALTERATION.

Date: _____

641 Fifth Avenue, Unit# _____
New York, NY 10022

Dear Neighbor:

In accordance with the Alteration Agreement between me and Olympic Tower Condominium ("the Condominium"), covering the alterations to be performed in my Unit _____, please be advised of the following:

- The alterations will commence on or about _____. The Alteration Agreement with the Condominium permits me _____ calendar days to complete the alteration.
- The scope of work will generally include: _____

Please contact me if you have any other questions or if I can be of further assistance.

Unit Owner

Phone: _____

Date: _____