

**Westgate Park Condominium**  
**111-115-117-119 DeHaven Dr., Yonkers, NY 10730**

**Renovation Application and Policy**

The Board of Directors and Anker Management require that Unit Owners who are planning major renovations provide the following documentation at least 30 days prior to your anticipated renovation start date for review and approval. Incomplete application packages will not be processed.

**REQUIRED DOCUMENTS:**

- \_\_\_ (1) Completed renovation application (Page 2 - 3)
- \_\_\_ (2) \$1,000.00 Security Deposit to cover possible damages during the renovations made payable to (Westgate Park). The unused portion of the Security Deposit will be refunded after the post- renovation unit inspection.
- \_\_\_ (3) Application fee of \$150.00 made payable to Anker Management.
- \_\_\_ (4) Copy of signed contract(s) for all proposed renovations detailing the scope of all work to be performed which must specify or include:
  - Plans (or drawings that describe the scope of work) to include:
    - Demolition Plan, Finish Plan (to include all materials and methods of installation), and Project Schedule
  - All plans by an architect or engineer shall be submitted to Anker Management.
- \_\_\_ (5) Copy of Contractor's License for all Trades who will be performing work in your unit.
- \_\_\_ (6) Signed acknowledgement of reading and understanding renovation rules (Page 4). **This must be signed by both the Unit Owner(s) AND the Contractor(s).**
- \_\_\_ (7) Certificate of Liability Certificate meeting minimum policy limits (Page 5) and listing (Westgate Park) and Anker Management as additional insured. **Must be completed by all contractors.**
- \_\_\_ (8) Completed Consent to release insurance policies (Page 6). **Must be completed by all contractors.**
- \_\_\_ (9) Completed indemnification and insurance procurement agreement (Page 7). **Must be completed by all contractors.**
- \_\_\_ (10) Building Permit from the municipality, if necessary.
- \_\_\_ (11) Pre-renovation unit inspection report, to be completed by Managing Agent.
- \_\_\_ (12) Post-renovation unit inspection report, to be completed by Managing Agent.

**IMPORTANT**

If Anker Management determines the need for consultation of an Engineer or Architect as a result of your proposed renovation plans the cost of such service will be charged to the unit owner. The cost of these services will be presented to the unit owner and will not be performed without the unit owners written understanding and authorization.

**COMPLETED APPLICATIONS SHOULD BE SENT TO THE OFFICE OF OUR MANAGING AGENT FOR REVIEW**

**{See page 8 for contact information}**

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**Renovation Application**

**UNIT OWNER INFORMATION**

|  |  |
|--|--|
| Unit Owner:  | Unit Owner:  |
| Address:   | Address:   |
| Contact Information<br>Cell:<br>Work:<br>Home:<br>Email: | Contact Information<br>Cell:<br>Work:<br>Home:<br>Email: |

**CONTRACTOR INFORMATION**

|   |   |
|---|---|
| Contractor:   | Contractor:   |
| Address:  | Address:  |
| Contact Information<br>Cell:<br>Office:<br>Fax:<br>Email: | Contact Information<br>Cell:<br>Office:<br>Fax:<br>Email: |
| Trade:  | Trade:  |

|   |   |
|---|---|
| Contractor:   | Contractor:   |
| Address:  | Address:  |
| Contact Information<br>Cell:<br>Office:<br>Fax:<br>Email: | Contact Information<br>Cell:<br>Office:<br>Fax:<br>Email: |
| Trade:  | Trade:  |

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**Renovation Application**

|   |
|---|
| Estimated Project Start Date:                                   |
| Estimate Project Length:  |
| Describe in as much detail as possible your planned renovation: |

**THE FOREGOING APPLICATION HAS BEEN CAREFULLY PREPARED, AND THE UNDERSIGNED HEREBY SOLEMNLY DECLARE(S) AND CERTIFIES THAT ALL THE INFORMATION. IS TRUE AND CORRECT AND THAT THE RENOVATION INFORMATION SUBMITTED IS A TRUE AND ACCURATE STATEMENT OF THE UNDERSIGNED AS OF THE DATE SET FORTH BY EACH SIGNATURE.**

UNIT OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

UNIT OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

**RENOVATION RULES**

- 1) NO WORK SHALL TAKE PLACE UNTIL THE OWNER HAS RECEIVED WRITTEN APPROVAL OF THEIR RENOVATION APPLICATION BY THE MANAGING AGENT.
- 2) WORK MUST BE COMPLETED WITHIN 90 DAYS. IF WORK WILL NOT BE COMPLETED WITHIN 90 DAYS YOU MUST SUBMIT EXTENSION REQUEST TO MANAGING AGENT. \$100 PER DAY FINE OVER 90 DAYS MAY APPLY.
- 3) WORK CAN ONLY TAKE PLACE BETWEEN THE HOURS OF 9:00 AM AND 5:00 PM - MONDAY THROUGH FRIDAY (EXCLUDING HOLIDAYS). CONTRACTORS WORK MUST BE CLEANED UP AND OUT OF THE BUILDING NO LATER THAN 5PM. **NO EXCEPTIONS.**
- 4) THE SUPERINTENDENT MUST BE INFORMED 48 HOURS PRIOR TO START OF WORK BY ANY CONTRACTORS ON THE PREMISES.
- 5) DURING THE WORK, THE COOPERATIVE RESERVES THE RIGHT TO MAKE PERIODIC VISITS TO INSPECT THE WORK BEING PERFORMED.
- 6) ALL WALKWAYS, PARKING AREAS, COMMON HALLWAYS, AND ELEVATOR LEADING TO YOUR UNIT MUST BE PROTECTED WITH PADS OR APPROPRIATE FLOOR COVERING AND MUST BE CLEANED BY THE CONTRACTOR OR OWNER AT THE END OF EVERY WORKING DAY. **THIS IS NOT THE RESPONSIBILITY OF THE BUILDING STAFF.**
- 7) THE CONTRACTOR OR OWNER MUST REMOVE ALL CONSTRUCTION DEBRIS FROM THE PREMISES. NEITHER THE CITY OF YONKERS NOR THE COOPERATIVE BUILDING STAFF WILL REMOVE CONSTRUCTION DEBRIS OR APPLIANCES. DEBRIS CANNOT BE STORED IN THE BASEMENT OR ANY OTHER COMMON AREA OF THE BUILDING.
- 8) IF WATER OR ELECTRIC NEED TO BE TURNED OFF TO A UNIT YOU MUST NOTIFY THE MANAGING AGENT AT LEAST 72 HOURS IN ADVANCE IN ORDER TO GIVE SUFFICIENT NOTICE TO ALL OTHER RESIDENTS THAT MAY BE AFFECTED.
- 9) THE OWNER MUST NOTIFY ALL OWNERS WHO SHARE A COMMON WALL, CEILING, FLOOR, OR HALLWAY OF THE RENOVATION AT LEAST ONE WEEK PRIOR TO WORK STARTING.
- 10) CONTRACTORS ARE PERMITTED TO USE THE SERVICE ELEVATOR ONLY.
- 11) IN EVERY INSTANCE, THE SUPERINTENDENT MUST BE NOTIFIED IN ADVANCE BEFORE MATERIALS ARE DELIVERED SO THAT THE ELEVATOR PADS CAN BE INSTALLED TO PROTECT THE ELEVATOR CAB.
- 12) ALL MATERIAL MUST BE MOVED INTO AND OUT OF THE BUILDING VIA THE BASEMENT ENTRANCES USING THE CONTRACTOR'S OWN HAND TRUCKS OR DOLLIES, NOT THE BUILDING'S CARTS.

I/We have read, fully understand, and agree to abide by these renovation rules:

|                          |                       |       |
|--------------------------|-----------------------|-------|
| Unit Owner Name (Print): | Unit Owner Signature: | Date: |
| Unit Owner Name (Print): | Unit Owner Signature: | Date: |
| Contractor Name (Print): | Contractor Signature: | Date: |
| Contractor Name (Print): | Contractor Signature: | Date: |

## **Contractor Insurance-Required Insurance Policies and Policy Terms:**

### **Required Contractor Insurance Policies:**

- (a) *Workers Compensation--"Statutory Limits"*  
*Employers Liability--\$500,000 (minimum)*
- (b) *Commercial General Liability--\$1,000,000 per occurrence/\$2,000,000 general aggregate*  
(including premises/operations; products/completed operations; broad form property damage; broad form contractual liability; personal injury and independent contractor's liability (with no exclusions relating to employees of contractor, subcontractor employees, type of work, or location of work performed by contractor).
- (c) *Commercial Auto Liability--\$1,000,000*  
(including coverage for all owned and hired/non-owned vehicles)
- (d) *Umbrella/Excess Liability--\$5,000,000 per occurrence and general aggregate*

### **Required Contractor Insurance Policy Terms:**

- *Additional Insured's--Contractor* shall, by specific endorsements to its primary and umbrella/excess liability policy, cause (Westgate Park) (Owner) and Anker Management to be named as Additional Insureds.
- *Primary/Non-Contributory--Contractor* shall, by specific endorsement to its primary liability policy, cause the coverage afforded to the additional insureds thereunder to be primary to and not concurrent with other valid and collectible insurance available to Westgate Park and Anker Management, Contractor shall, by specific endorsement to its umbrella/excess liability policy, cause the coverage afforded to Westgate Park and Anker Management thereunder to be first tier umbrella/excess coverage above the primary coverage afforded to Owner and Managing Agent and not concurrent with or excess to other vc1lid and collectible insurance available to Westgate Park and Anker Management.
- *Waiver of Subrogation--Contractor* shall waive all rights against Westgate Park and Anker Management for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

**CONSENT TO RELEASE INSURANCE POLICIES**

Contractor Name: \_\_\_\_\_

Contractor's Insurance Broker Information:

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

I am the Contractor listed above. Contractor is and/or will be performing Work for building owner(s). The Risk Purchasing Group, as part of service to the members, will be reviewing the insurance policies purchased by the Contractor through Anker Management Inc.

Contractor has purchased and/or will purchase Insurance Policies ("Insurance Policies") from the Insurance Broker listed above.

This is consent for release of all Insurance Policies, including subsequent renewals, which have been placed by Contractor's Insurance Broker for the benefit of Contractor. I hereby authorize my Insurance Broker to release and discuss my Insurance Policies with Anker Management Inc. I understand the requested or provided information is needed to determine my eligibility to work for building owner(s).

These Insurance Policies may be released via fax machine, written correspondence, telephone, email, or in-person communication. I also understand that I have the right to revoke this consent, but that my revocation is not effective until delivered in writing to Anker Management Inc (440 Mamaroneck Ave, Suite S-512, Harrison, New York 10528).

**CONTRACTOR:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

**INDEMNIFICATION AND INSURANCE PROCUREMENT AGREEMENT**

Whereas \_\_\_\_\_ ("Contractor") is and will be performing certain work for \_\_\_\_\_ ("Owner") pursuant to an agreement for \_\_\_\_\_ (description of operations), the Contractor and Owner hereby agree:

**INDEMNIFICATION AGREEMENT**

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless Owner and/or Managing Agent from any and all claims, suits, damages, liabilities, professional fees, including attorneys' fees, costs, court costs, expenses and disbursements related to death, personal injuries or property damage (including loss of use thereof) arising out of or in connection with the performance of the work of the Contractor, its agents, servants, subcontractors or employees, or the use by Contractor, its agents, servants, subcontractors or employees, of facilities owned by Owner. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against the Owner and/or Managing Agent 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 Owner and/or Managing Agent 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.

**INSURANCE PROCUREMENT**

Contractor shall obtain and maintain at all times during the term of this agreement, at its sole cost and expense, the following insurance (a) workers compensation insurance with statutory limits and employer's liability coverage of not less than \$500,000; (b) commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which insurance shall cover the following: premises and operations liability, products/completed operations, broad form property damage, broad form contractual liability, personal injury and independent contractor's liability; (c) automobile liability insurance covering owned, hired and non-owned vehicles, with a minimum limit of liability of \$1,000,000; and (d) umbrella liability insurance with a limit of **\$5,000,000\*** per occurrence and a general aggregate of **\$5,000,000\***. Contractor shall, by specific endorsements to its primary and umbrella/excess liability policy, cause Owner and Managing Agent to be named as Additional Insureds. Contractor shall, by specific endorsement to its primary liability policy, cause the coverage afforded to the additional insureds thereunder to be primary to and not concurrent with other valid and collectible insurance available to Owner and Managing Agent. Contractor shall, by specific endorsement to its umbrella/excess liability policy, cause the coverage afforded to the Owner and Managing Agent thereunder to be first tier umbrella/excess coverage above the primary coverage afforded to Owner and Managing Agent and not concurrent with or excess to other valid and collectible insurance available to Owner and Managing Agent. Contractor shall waive all rights against Owner and Managing Agent for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

Dated: \_\_\_\_\_

Owner

Contractor

By: \_\_\_\_\_

By: \_\_\_\_\_

*\*\$10,000,000 limits required for operations including, but not limited to: scaffold work, roof work, building facade work, and elevator modernization work, and Local Law 11 work. .*

## IMPORTANT CONTACTS

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