

APPLICATION and CERTIFICATE for PAYMENT

To: Seventeen East Ninety-Seventh Co
17 East 97th st NY NY 10029

Project: Facade Repair
17 East 97th st
NY NY 10029

From: Commercial Building Restoration
inc
119 14th st Brooklyn NY 11215

Contract For: Facade Restoration

Via Architect: H L Zimmerman ArchitectPC

Application No: 8

App. Date: 7/22/20

Period to:

Project Nos:

Contract Date: April 23, 2019

Distribution to:

- OWNER
- CONSTRUCTION MGR.
- ARCHITECT
- CONTRACTOR
- OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract:
Continuation Sheet, G703, is attached.

1. ORIGINAL CONTRACT SUM

416,110.00

2. Net Change By Change Orders

80,597.20

3. CONTRACT SUM TO DATE

496,707.20

4. TOTAL COMPLETED AND STORED TO DATE

496,707.20

5. RETAINAGE:

- a. of Completed Work
- b. of Stored Material

TOTAL RETAINAGE

0.00

6. TOTAL EARNED LESS RETAINAGE

496,707.20

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

428,447.61

8. CURRENT PAYMENT DUE

68,259.59

9. BALANCE TO FINISH, INCLUDING RETAINAGE

0.00

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|--|----------------------|---------------------|
| Total changes approved in previous months by Owner | 179,417.00 | 76,000.00 |
| Total approval this Month | | 22,819.80 |
| TOTALS | \$ 179,417.00 | \$ 98,819.80 |
| NET CHANGES by Change Order | | \$ 80,597.20 |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payment received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Douglas Gornick

By: [Signature] Date: 7/22/20

State of: New York County of: Queens

Subscribed and sworn before me this 22 day of July 2020

The above personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public: _____ My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

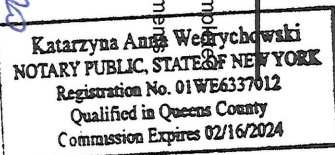
In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: _____

By: _____ Date: _____



This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

APPLICATION NUMBER: 8
 APPLICATION DATE: 7/22/20

Use Column I on Contracts where variable retainage for line items may apply.

PERIOD TO:
 PROJECT NUMBER:

| A Item # | B Description of Work | C Scheduled Value | D Work Completed | | E This Period | F Materials Stored & Used Prior + Current | G Total Completed and Stored To Date | H % | I Balance to Finish | Retainage |
|-------------|---|----------------------|------------------------------|--|------------------|--|---|--------|------------------------|-----------|
| | | | From Previous Application(s) | | | | | | | |
| | | 0.00 | | | 0.00 | | 0.00 | | 0.00 | 0.00 |
| 1 | Terra cotta patching | 10,000.00 | 8,000.00 | | 2,000.00 | | 10,000.00 | 100.00 | 0.00 | 0.00 |
| 2 | Terra cotta crack repair | 4,500.00 | 4,500.00 | | 0.00 | | 4,500.00 | 100.00 | 0.00 | 0.00 |
| 3 | Terra cotta repointing | 6,000.00 | 6,000.00 | | | | 6,000.00 | 100.00 | 0.00 | 0.00 |
| 4 | Terra cotta pinning | 5,625.00 | 5,625.00 | | | | 5,625.00 | 100.00 | 0.00 | 0.00 |
| 5 | Terra cotta caulking | 6,150.00 | 6,150.00 | | 0.00 | | 6,150.00 | 100.00 | 0.00 | 0.00 |
| 6 | Ind. terra cotta stone repl. hand packed | 23,000.00 | 23,000.00 | | | | 23,000.00 | 100.00 | 0.00 | 0.00 |
| 7 | Ind. terra cotta stone repl. by extrusion | 53,000.00 | 53,000.00 | | | | 53,000.00 | 100.00 | 0.00 | 0.00 |
| 8 | Brick replacement | 12,000.00 | | | 12,000.00 | | 12,000.00 | 100.00 | 0.00 | 0.00 |
| 9 | Brick repointing | 48,600.00 | 46,170.00 | | 2,430.00 | | 48,600.00 | 100.00 | 0.00 | 0.00 |
| 11 | Brick repointing at sidewalk hatch | 720.00 | 720.00 | | | | 720.00 | 100.00 | 0.00 | 0.00 |
| 12 | Brick replacement at sidewalk hatch | 1,800.00 | 1,800.00 | | | | 1,800.00 | 100.00 | 0.00 | 0.00 |
| 14 | Sidewalk hatch lintel replacement | 1,500.00 | 1,500.00 | | | | 1,500.00 | 100.00 | 0.00 | 0.00 |
| 15 | Coping stone | 2,240.00 | 2,240.00 | | | | 2,240.00 | 100.00 | 0.00 | 0.00 |
| 16 | Patch repair marble column | 2,400.00 | | | 2,400.00 | | 2,400.00 | 100.00 | 0.00 | 0.00 |
| 17 | Stucco replacement | 6,000.00 | 6,000.00 | | | | 6,000.00 | 100.00 | 0.00 | 0.00 |
| 18 | Patch existing roof | 3,000.00 | 3,000.00 | | | | 3,000.00 | 100.00 | 0.00 | 0.00 |
| 19 | Repair open seams | 875.00 | 875.00 | | | | 875.00 | 100.00 | 0.00 | 0.00 |
| 20 | Repair deteriorated steel members | 4,800.00 | 3,360.00 | | 1,440.00 | | 4,800.00 | 100.00 | 0.00 | 0.00 |
| 21 | Repair deteriorated steel members | 7,200.00 | 5,040.00 | | 2,160.00 | | 7,200.00 | 100.00 | 0.00 | 0.00 |
| 22 | Refinish metal stairs | 54,000.00 | 51,300.00 | | 2,700.00 | | 54,000.00 | 100.00 | 0.00 | 0.00 |

PAGE 1 TOTAL: 253,410.00 228,280.00 25,130.00 253,410.00 100.00 0.00 0.00

A=Line Item Number B=Brief Item Description C=Total Value of Item D=Total of D and E From Previous Application(s) (If Any) E=Total Work Completed For This Application
 F=Materials Purchased and Stored for Project G=Total of All Work Completed and Materials Stored for Project H=Remaining Balance of Amount to Finish I=Amount Withheld from G

CONTINUATION SHEET G703

PROJECT: Facade Repair

Commercial Building Restoration Inc

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

APPLICATION NUMBER: 8

APPLICATION DATE: 7/22/20

Use Column I on Contracts where variable retainage for line items may apply.

PERIOD TO:

PROJECT NUMBER:

| A Item # | B Description of Work | C Scheduled Value | D Work Completed | | E This Period | F Materials Stored & Used Prior + Current | G Total Completed and Stored To Date | H % | I Balance to Finish | Retainage |
|-------------|---------------------------------------|----------------------|------------------------------|------------|------------------|--|---|--------|------------------------|-----------|
| | | | From Previous Application(s) | Completed | | | | | | |
| 23 | Tread repair at fire escape | 27,300.00 | 27,300.00 | | | | 27,300.00 | 100.00 | 0.00 | 0.00 |
| 24 | Welding | 8,000.00 | | 8,000.00 | | | 8,000.00 | 100.00 | 0.00 | 0.00 |
| 25 | Masonry Probes | 2,400.00 | 2,400.00 | | | | 2,400.00 | 100.00 | 0.00 | 0.00 |
| 26 | General Conditions | 25,000.00 | 25,000.00 | | | | 25,000.00 | 100.00 | 0.00 | 0.00 |
| 27 | Mobilization/Demobilization | 50,000.00 | 50,000.00 | | | | 50,000.00 | 100.00 | 0.00 | 0.00 |
| 28 | Sidewalk shed | 50,000.00 | 50,000.00 | | | | 50,000.00 | 100.00 | 0.00 | 0.00 |
| 29c01 | replace fire escape stair treads | 3,800.00 | 3,800.00 | | | | 3,800.00 | 100.00 | 0.00 | 0.00 |
| 30 c02 | 15ST-744 c/p 200lf TCpoint-76PC-4mold | 99,508.00 | 99,508.00 | | | | 99,508.00 | 100.00 | 0.00 | 0.00 |
| 31c03 | deduction for line #6 & #7 | -76,000.00 | -76,000.00 | | | | -76,000.00 | 100.00 | 0.00 | 0.00 |
| 32c04 | Cornice work & extra roofing work | 40,561.00 | 32,448.80 | 8,112.20 | | | 40,561.00 | 100.00 | 0.00 | 0.00 |
| 33 c05 | water table precast element replace | 13,229.00 | 13,229.00 | | | | 13,229.00 | 100.00 | 0.00 | 0.00 |
| 34 c06 | Cornice & Portico repairs | 22,319.00 | 20,087.10 | 2,231.90 | | | 22,319.00 | 100.00 | 0.00 | 0.00 |
| 35c07 | credit back work not needed | -22,819.80 | | -22,819.80 | | | -22,819.80 | 100.00 | 0.00 | 0.00 |

PAGE 2 TOTAL:

| | | | | | | |
|------------|------------|-----------|------------|--------|------|------|
| 243,297.20 | 247,772.90 | -4,475.70 | 243,297.20 | 100.00 | 0.00 | 0.00 |
|------------|------------|-----------|------------|--------|------|------|

GRAND TOTAL:

| | | | | | | |
|------------|------------|-----------|------------|--------|------|------|
| 496,707.20 | 476,052.90 | 20,654.30 | 496,707.20 | 100.00 | 0.00 | 0.00 |
|------------|------------|-----------|------------|--------|------|------|

A=Line Item Number B=Brief Item Description C=Total Value of Item D=Total of D and E From Previous Application(s) (If Any) E=Total Work Completed For This Application
 F=Materials Purchased and Stored for Project G=Total of All Work Completed and Materials Stored for Project H=Remaining Balance of Amount to Finish I=Amount Withheld from G

| EXTERIOR FAÇADE RESTORATION BID FORM | | | | COMMERCIAL BUILDING RESTORATION | | | TRACKING | | | |
|--------------------------------------|---|--|--|---------------------------------|----------|--------------|---------------|-----------|------|-----------|
| WORK DESCRIPTION | | | | WORK QTY. | UNIT | UNIT COST | TOTAL | COMPLETED | LEFT | \$ VALUE |
| A | TERRA COTTA REPAIRS | | | | | | | | | |
| 1 | TERRA-COTTA PATCHING: Square cut, repatch area with color matching material. Reglaze entire unit being patched. As per approved field samples. Allowance. as directed by the Architect. | | | 50 | SF | \$200.00 | \$95,130.00 | 47.901 | 2 | \$ 419.80 |
| 2 | TERRA-COTTA CAULKING REPAIR: Rout crack and fill with caulking. Allowance. as directed by the Architect. | | | 150 | LF | \$30.00 | \$4,500.00 | 150 | 0 | \$ - |
| 3 | TERRA-COTTA REPOINTING CO#2: Cut out mortar joint to a minimum depth of 3/4 inch, install new Type N mortar, color as approved by Owner. Mortar to match existing in compound, texture and color. Allowance | | | 200 | LF | \$12.00 | \$2,400.00 | 200 | 0 | \$ - |
| 3A | ADDITIONAL BRICK REPOINTING CO#2: Cut out mortar joint to a minimum depth of 3/4 inch, install new Type N mortar, color as approved by Owner. Mortar to match existing in compound, texture and color. | | | 744 | SF | \$12.00 | \$8,928.00 | 744 | 0 | \$ - |
| 4 | TERRA-COTTA PINNING: Install dry set Helifix pins at deteriorated stone elements. Perform field pull test and submit report to Architect. Allowance | | | 74 | EA | \$76.01 | \$5,625.00 | 74 | 0 | \$ - |
| 5 | TERRA-COTTA CAULKING: Cut out mortar joint to a minimum depth of 3/4 inch, install new Type N mortar, color as approved by Owner. Mortar to match existing in compound, texture and color. Allowance | | | 500 | LF | \$12.30 | \$6,150.00 | 500 | 0 | \$ - |
| 6 | HAND PACKED NEW TERRACOTA REPLACEMENT UNITS: Furnish and install new mold and units where indicated by Architect. Allowance | | | 2 | MOLD | (\$2,500.00) | (\$5,000.00) | 2 | 0 | \$ - |
| 6A | | | | 6 | UNIT | (\$3,000.00) | (\$18,000.00) | 6 | 0 | \$ - |
| 7 | BY EXTRUSION NEW TERRACOTA REPLACEMENT UNITS: Furnish and install new molds and units where indicated by Architect. Allowance | | | 2 | DYE | (\$2,500.00) | (\$5,000.00) | 2 | 0 | \$ - |
| 7A | | | | 16 | UNIT | (\$3,000.00) | (\$48,000.00) | 16 | 0 | \$ - |
| 8 | NEW PRECAST MOLDS: Provide new precast molds as indicated by Architect. Allowance | | | 4 | MOLD | \$2,000.00 | \$8,000.00 | 4 | 0 | \$ - |
| 9 | NEW PRECAST REPLACEMENT UNITS: Furnish and install new precast unit where indicated by Architect. Allowance | | | 76 | UNIT | \$980.00 | \$74,480.00 | 76 | 0 | \$ - |
| B | FIRE ESCAPE REPAIRS | | | | | | \$22,400.00 | | | \$ - |
| 10 | REPAIR DETERIORATED STEEL MEMBERS: Repair deteriorated steel members at fire escape as per detail 1/A704. Locations as indicated by Architect. Allowance | | | 24 | LF | \$200.00 | \$4,800.00 | 24 | 0 | \$ - |
| 11 | REPAIR DETERIORATED STEEL MEMBERS: Repair deteriorated steel members at fire escape as per detail 2/A704. Locations as indicated by Architect. Allowance | | | 36 | LF | \$200.00 | \$7,200.00 | 36 | 0 | \$ - |
| 12 | WELDING: Conduct miscellaneous field welding for metal connections and repairs at fire escape. Locations as indicated by Architect. Allowance | | | 4 | Man Days | \$2,000.00 | \$8,000.00 | 4 | 0 | \$ - |
| 13 | MASONRY PROBES: Conduct masonry probes at fire escape pockets at masonry support as directed by architect. Reinstall face brick masonry to match existing. Allowance | | | 3 | EA | \$800.00 | \$2,400.00 | 3 | 0 | \$ - |

| EXTERIOR FAÇADE RESTORATION BID FORM | | COMMERCIAL BUILDING RESTORATION | | | TRACKING | | |
|--|-----------|---------------------------------|-----------|---------------------|-----------|------|---------------------|
| WORK DESCRIPTION | WORK QTY. | UNIT | UNIT COST | TOTAL | COMPLETED | LEFT | \$ VALUE |
| C MASONRY REPAIRS | | | | | | | |
| 14 BRICK REPLACEMENT: Remove deteriorated brick, install new brick matching the existing, and as approved by Owner. Brick to be SW grade. Allowance, as directed by the Architect. | 200 | SF | \$60.00 | \$63,120.00 | 0 | 200 | \$ 12,000.00 |
| 15 BRICK REPOINTING: Cut out mortar joint to a minimum depth of 3/4 inch BY HAND, install new Type N mortar, color as approved by Owner. Mortar to match existing in compound, texture and color. Entire façade at Madison Avenue and East 97th Street. Allowance | 4,050 | SF | \$12.00 | \$48,600.00 | 4050 | 0 | \$ - |
| 16 BRICK REPOINTING AT SIDEWALK HATCH: Cut out mortar joint to a minimum depth of 3/4 inch, install new Type N mortar, color as approved by Owner. Allowance as directed by Architect. | 60 | SF | \$12.00 | \$720.00 | 60 | 0 | \$ - |
| 17 BRICK REPLACEMENT AT SIDEWALK HATCH: Remove deteriorated brick, install new brick matching the existing, and as approved by Owner. Brick to be SW grade. Allowance | 30 | SF | \$60.00 | \$1,800.00 | 30 | 0 | \$ - |
| 18 COPING STONE: Remove and replace existing coping stone with precast concrete coping stone at bulkhead chimney in main roof. Coping shall match existing in profile, color and texture. Include all required coping anchors and self adhered waterproofing under coping. Allowance | 16 | LF | \$140.00 | \$2,240.00 | 16 | 0 | \$ - |
| D STUCCO REPAIR | | | | | | | |
| 19 STUCCO REPLACEMENT: Sound existing stucco 100%. Remove all loose and deteriorated stucco. Prepare substrate as required. Apply stucco top coat including, level, leveler with mesh (if required) and finish coat to match existing stucco texture and profile. Square all patches. color to be approved by Owner. Allowance | 120 | SF | \$50.00 | \$6,000.00 | 120 | 0 | \$ - |
| E ROOF REPAIR | | | | | | | |
| 20 PATCH EXISTING ROOF: Patch repair existing roof membrane with cold applied adhesive including base sheet and cap sheet. Allowance | 250 | SF | \$12.00 | \$3,000.00 | 250 | 0 | \$ - |
| 21 REPAIR OPEN SEAMS: Reseal open seams in existing SBS modified bitumen roof to match existing. Allowance | 124 | LF | \$6.00 | \$744.00 | 124 | 0 | \$ - |
| F CORNICE REPAIR | | | | | | | |
| 22 REPAIR LOOSE DENTILS: Fasten loose dentils per sketch SK-7.2. Allowance | 6 | EA | \$40.00 | \$240.00 | 6 | 0 | \$ - |
| SUBTOTAL | | | | \$190,634.00 | | | \$ 12,419.80 |

CONTRACTOR'S FINAL LIEN WAIVER AND RELEASE OF CLAIMS

| | | | |
|-------------------|--|----------------------------------|----------------------|
| Owner: | <u>Seventeen East Ninety Seventh Corp.</u> | Original Contract Sum: | <u>\$ 416,110</u> |
| Project/Premises: | <u>17 East 97th st NY NY</u> | Approved Change Orders: | <u>\$ 80,597.20</u> |
| Contractor: | <u>Commercial Building & Restoration, Inc.</u> | Contract Sum to Date: | <u>\$ 496,707.20</u> |
| | | Total Completed to Date: | <u>\$ 496,707.20</u> |
| | | Total Payments Received to Date: | <u>\$ 428,447.61</u> |
| | | Final Payment: | <u>\$68,259.59</u> |

Contractor hereby acknowledges that the Final Payment, upon clearance by Contractor's bank, together with Total Payments Received To Date, represents payment in full for all work, labor, services, equipment and materials furnished on the Project by Contractor and its subcontractors, laborers and materialmen (the "Work").

In consideration of the sums previously received, and the Final Payment, Contractor hereby waives and releases Owner from any and all claims for payment for the Work and liens and rights of liens in connection with the Project as well as any other claims, rights or causes of action in equity or law whatsoever arising out of, through or under the Contract for the Work on the Project or otherwise in connection with the Project.

Contractor represents and warrants that it has paid for all labor, materials, equipment and services that it has used or supplied in the amounts set forth on Contractor's Applications for Payment or, upon clearance of the Final Payment, will pay for same in accordance with applicable law. Contractor further represents and warrants that it has no other outstanding and unpaid applications, invoices, or unbilled work or materials against Owner. Contractor agrees to defend, indemnify and hold harmless Owner for any losses or expenses (including without limitation reasonable attorneys' fees) should any claim, lien or right of lien be asserted against Owner by Contractor or any of its subcontractors, laborers or materialmen in connection with payment for the Work. Contractor acknowledges (a) amounts received from Owner are trust funds under applicable law and (b) the making and delivery of this waiver is a substantial inducement to Owner in making payments to Contractor under the Contract.

By: _____

Name: Douglas Gornick
Title: President

Sworn to before me this

22 day of July, 2029

KA Wedrychowski
Notary Public

Katarzyna Anna Wedrychowski
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01WE6337012
Qualified in Queens County
Commission Expires 02/16/2024

CONTRACTOR'S AFFIDAVIT OF SUBCONTRACTORS AND SUPPLIERS

**HLZA Document
Distribution to:**
x HLZA
x OWNER
x CONTRACTOR
_ SURETY
x OTHER

TO
OWNER:

HLZA'S PROJECT NO:
CONTRACT FOR: Facade Repairs

PROJECT: 17 East 97 Street, New York, NY

CONTRACT DATED: **Date April 10, 2019**

STATE OF: **NEW YORK**


COUNTY OF: **KINGS**

The undersigned "Contractor" hereby certifies that listed below are ALL the names and addresses of ALL subcontractors, material and equipment suppliers or other parties that are under contract or agreement, explicit or implied with the "Contractor" for work, labor, services or materials in connection with the Project and Owner named above. The Contractor agrees that he will upon completion of the project, prior to receipt of his Final Payment, obtain Final Wavers of Liens from all parties listed below.

| Name of Subcontractor/Supplier | Address | Contact/Phone No. |
|--------------------------------|---------------------------|-------------------|
| JJS Builders Inc. | 602 Pine Aire Drive | 917-515-1257 |
| | Bayshore, NY 11706 | |
| | (Sidewalk Bridge Company) | |
| | | |

CONTRACTOR: Commercial Building & Restoration, Inc.
(name, address) 119 14th Street, Brooklyn, NY 11215
Tel: 718-369-1001

BY:


(Signature of authorized representative)

Douglas Gornick, President
(Printed name and title)

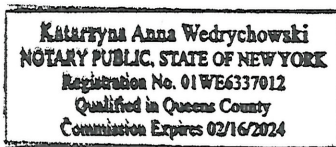
Subscribed and sworn to me before me on this date:

8th day of July 2020

Notary Public:

HA Wedychowaki

My Commission Expires: 02/16/2024



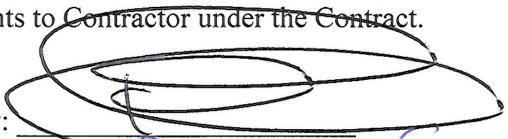
CONTRACTOR'S FINAL LIEN WAIVER AND RELEASE OF CLAIMS

| | | | |
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Contractor represents and warrants that it has paid for all labor, materials, equipment and services that it has used or supplied in the amounts set forth on Contractor's Applications for Payment or, upon clearance of the Final Payment, will pay for same in accordance with applicable law. Contractor further represents and warrants that it has no other outstanding and unpaid applications, invoices, or unbilled work or materials against Owner. Contractor agrees to defend, indemnify and hold harmless Owner for any losses or expenses (including without limitation reasonable attorneys' fees) should any claim, lien or right of lien be asserted against Owner by Contractor or any of its subcontractors, laborers or materialmen in connection with payment for the Work. Contractor acknowledges (a) amounts received from Owner are trust funds under applicable law and (b) the making and delivery of this waiver is a substantial inducement to Owner in making payments to Contractor under the Contract.

By: 
Name: Douglas Gornick
Title: President

Sworn to before me this

22 day of July, 2020

Katarzyna Anna Wedrychowski
Notary Public

Katarzyna Anna Wedrychowski
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01WE6337012
Qualified in Queens County
Commission Expires 02/16/2024

Commercial Building & Restoration, Inc.
119 14 Street
Brooklyn, NY 11215
tel: 718-369-1001
fax: 718-369-7059

**WAIVER AND RELEASE OF LIEN
UPON PROGRESS PAYMENT**

The undersigned lienor, in consideration of the progress payment in the amount of
\$68,259.59, hereby waives and releases its lien and right to claim a
lien for labor, services or materials furnished through 07/08/2020 (date),
to Seventeen East Ninety Seven Co. (client name) to the following described
property. 17 East 97th Street
New York, NY 10029

This waiver and release does not cover any retention of labor, services or materials furnished after the date specified.

Date: 07/08/2020

Lienor's Name: Commercial Building & Restoration, Inc.

Address: 119 14 Street, Brooklyn, NY 11215

By: 

Print Name: Douglas Gornick

State of: New York County of: Kings

Subscribed and sworn before me this 8th day of July, 2020

Notary Public: HA Wedrychowski My Commission expires: 02/16/2024

Katarzyna Anna Wedrychowski
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01WE6337012
Qualified in Queens County
Commission Expires 02/16/2024

Commercial Building & Restoration, Inc.

Commercialbuildrestoration.com
Office 718-369-1001 Fax 718-369-7059

LIMITED WARRANTY

Owner's Name: **Seventeen East Ninety – Seventh Corp.**

Job Address: **17 East 97th Street, New York, NY 10029**

This Warranty applies: **Facade & Fire Escape Repairs as per Howard L. Zimmerman Architects, P.C.**

Job Completion: **07/02/2020**

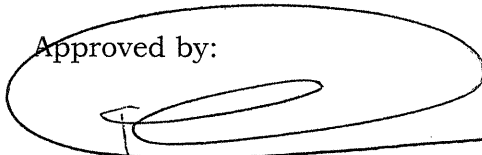
Guarantee Period: **5 years**

Warranties

1. Contractor Warranty

The Contractor shall and hereby does warrant, in accordance with Article 3.5 of the AIA 201 General Conditions, that all materials and workmanship shall be of the quality, quantity and character specified and/or shown and that any defect due to the use of any improper workmanship or material discovered and made known to the Contractor within 5 years of the final completion of the Work shall be made good by the Contractor without additional expense to the Owner. The Contractor shall supply all material, labor and cost of rigging and scaffolding, including sidewalk bridging, permits, and site safety requirements to perform corrective work that has been deemed by HLZA to be deficient or not in conformance with the contract documents. This warranty is in addition to any other warranty or guaranty provided in the contract.

Approved by:



Douglas Gornick, President
Commercial Building & Restoration, Inc.
Date: 07/02/2020

Commercial Building & Restoration, Inc.

Commercialbuildrestoration.com
Office 718-369-1001 Fax 718-369-7059

LIMITED WARRANTY

Owner's Name: **Seventeen East Ninety – Seventh Corp.**

Job Address: **17 East 97th Street, New York, NY 10029**

This Warranty applies: **Facade & Fire Escape Repairs as per Howard L. Zimmerman Architects, P.C.**

Job Completion: **07/02/2020**


Guarantee Period: **5 years**

In addition to any separate warranty that may be extended by the manufacture used on your job warrants the work against defective workmanship for 5 years above and is not transferable. If a manufacturer's warranty exists, such warranty will supersede this limited warranty made if a defect covered by this limited warranty occurs will repair or replace the defective workmanship and materials at no change to the owner. To obtain service under warranty. Owner must give written notice identifying the original work performed, the date of job completion, and the nature of the problem. Such written notice shall be given or sent.

This limited warranty covers and includes any special terms specified in the plans, specifications and contract documents for this project. This limited warranty does not include ; (1) items that have been subject to accident, misuse and abuse including damage resulting from lack of Owner's maintenance or damage from ordinary wear and tear, (2) Items that have been modified, damaged (3) Items furnished by the Owner for installation, (4) Existing items that are moved or reinstalled. (5) Deviations that commonly arise such as minor concrete, stucco, plaster or drywall cracking; minor stress fractures in drywall due to drying lumbar, warping, shrinking and deflection on wood; shrinking and/or cracking of grouts, caulking and fillers; discoloration of any surface due to exposure to weather and sunlight.

NOTICE TO OWNER: Under no circumstance Commercial Building & Restoration, Inc. shall be liable for injury to any person or damage to any property whatsoever by this warranty or otherwise. Under no circumstances Commercial Building & Restoration, Inc. shall be liable for any incidental, secondary, indirect, consequential special or other damages, of any nature arising out of the use of liability to use as result of a direct in the work performed or the materials and /or equipment installed.

Approved by:



Douglas Gornick, President
Commercial Building & Restoration, Inc.

Date: 07/02/2020

GUARANTEE CERTIFICATE

SA. Dothee NV.

RD-COATINGS

This guarantee is an integral part of the specification for the coating system, which is based on the prescriptions and guidelines established by the Technical Management of SA. Dothee NV., Z.I. de la Fagne, Rue Ernest Matagne 19, B-5330 Assesse, Belgium. (for their product line RD-Coatings) These guidelines and specifications are based on the development and successful use of water based acrylic paints and coatings.

This guarantee becomes operative, as soon as the scope of work, with respect to the specified System, has been approved by M&D Coatings, LLC. (Dothee's authorized agent) and the owner.

Scope: Application of RD Elastometal with reinforcing mesh at joints and holes with a finish coat of RD Monoguard to cornice to achieve a minimum thickness of 16 mils DFT
Project: 17 East 97th Street
Location: 17 East 97th Street NY NY 10029
Area Coated: approximately 1,700 SF

A). This guarantee includes the following:

1. Dothee. assures without reservation that their products are free from any manufacturing defect and these products are in conformity with the properties described in the latest technical bulletins and as outlined in ISO-9001 standards.
2. Dothee undertakes to supply the contractor free of charge during the term of the guarantee the required quantities of products used on the project and necessary for repair of any condition where the material used has been found and proven to be defective. Provided that contractor has followed completely the written installation directives.
3. The technical service of Dothee and M&D will furnish free of charge to the contractor all required technical advice in case of technical difficulties with the RD products.
4. The guarantee does not cover any damages incidental to or consequential upon any proven defect in the material or application of the coating system.
5. Any damages to the System, that are caused voluntarily or involuntarily, such as deterioration from damage by sharp or blunt objects are not covered under this guarantee. Any damages to the coating system resulting from movement of any new or active cracks and/or control joint which exceeds the physical properties of the coatings is not covered by the guarantee.

Michael Hepner

A/A/F 17 East 97th Street
7.8.2020

7.8.2020

MH

B). Additional conditions:

1. It is understood that this guarantee is complete and cannot be amended without the written approval of all parties concerned.
2. This guarantee will not be operative if there is failure on the part of the applicator/contractor and or owner to meet entirely his payment obligations for purchase of material, or if the applicator refuses to perform additional work, which is necessary for the proper completion of the installation of the RD-System.

C). Special clauses: NA

D) The Contractor undertakes that:

1. The work relating to the above specification has been executed in strict accordance to the relevant technical directives of Dothee for the project.
2. He, the applicator, is responsible for repair or replacement of any areas where performance problems are experienced with the coating, except in the event of material proven to be defective. The applicator's responsibility for material and labor is for a period of 1 year. This would include delaminating or peeling from the surface it was applied to, rusting of the surface coated (greater than 1%), abnormal chalking or fading of the System.
3. Dothee will be responsible for providing materials needed for effecting only required repairs to the coating system resulting from a proven product defect for the remainder of this guarantee. They must be notified within 30 days after damage occurs, and must be afforded opportunities to inspect any such areas, at such time as may reasonably request.
4. Repair work should be carried out within 30 days of the inspection, weather permitting, or as soon as reasonably possible, having regard to weather.

E). The guarantee excludes the following:

1. All damages resulting from hidden causes or latent defects of the structure, or resulting from elements or condition, which were not obvious during an inspection of the project.
2. All damages resulting from exposure to abnormally heavy wear, faulty construction or defective construction material, damage caused voluntarily or accidentally by persons or animals or by extraordinary causes, such as floods, fire, earthquakes, and strong attacking agents, acid and other material that exceed the chemical resistant capabilities of the System.
3. All damages from "Hidden faults" such as, active cracks or joints, which are not explicitly mentioned under the paragraph "Special Clauses", movements of the building, the ground capillarity, and so on.

F). Physical inspections:

The contractor and Owner are required to thoroughly inspect the System after the first year of service, duly noting and with specific regard to:

- Inspection of all sealant joint for proper adhesion to the substrate, cohesive failure and physical damage.
- Where applicable, inspection of the underside of the structure for evidence of leaks.
- Inspection of drains or scuppers to ensure there is nothing clogging or blocking them.
- Inspection of areas where change of plane occurs to determine if there has been excessive movement which may have caused the System to crack or the fabric flashing to come loose.
- Inspection of the System surface to determines if there are any holes, cut or ruptures.
- Inspection of areas, which are, subject to high abrasion and wear for physical damage.

Owner /End User should conduct physical inspections to define areas of excessive wear or physical damage of the System for the remainder of the guarantee period.

The Signatories to this Guarantee hereby agree that any claims or disputes arising in connection with this Guarantee Certificate shall be settled by arbitration before the American Arbitration Association in New Haven, CT. in accordance with the prevailing rules of the Association. The signatories to this agreement consent to the jurisdiction of the Federal and State Courts for the enforcement of any awards rendered in the arbitration.

This present Certificate of Guarantee is valid from the 2nd day of July in the year 2020 to the 2nd day of July in the year 2025.

Owner/End User
Seventeen East Ninety –
Seventh Corp
17 East 97th St
New York NY 10029

Contractor
Commercial Building &
Restoration
119 14th St
Brooklyn NY 11215

For SA. Dothee NV.;
M&D Coatings, LLC
300 Long Beach Blvd
Stratford CT 06615

By: Michael Hepner

By: [Signature]

By: [Signature]

Title: Property Manager

Title: President

Title: Member

7.8.2020



Douglas Gornick
<commercialbuildingrestoration@gmail.com>

17 East 97th Street

Bryan Chester

<BChester@hlzimmerman.com>

Mon, Aug 5, 2019 at 2:44

PM

To: Douglas Gornick <commercialbuildingrestoration@gmail.com>

Cc: Richie Nawaz <commercialbuildingrichie@gmail.com>, Deeroop

Matapersad <DMatapersad@hlzimmerman.com>, Michael Hepner

<Michael@sandbergmgmt.com>, Joseph Nevins

<JNevins@hlzimmerman.com>

Doug,

Good afternoon. Please find attached scope drawings for the terra cotta. We have marked the Building, but these pdfs will be the record that we go off for quantities. If the Building is marked different in any locations than these sheets indicate, please let us know right away. Below is an explanation of the markers as well as the quantity that we currently have for floors 2 and above.

TP indicates terra cotta patch. (33)

TR indicates terra cotta replace. (68)

Pi indicates pinning. The accompanying crack (where applicable) will be routed and sealed with caulk. (40 locations, 76 pins)

C indicates to rout a crack and caulk. (34)

I have additional locations for some terra cotta pointing but I'm waiting to discuss with the Building before including those in the drawings.

SEE Following
Pages
1-6

Any questions let us know. Thanks.

Bryan Chester | PE
Structural Project Manager









HOWARD L.
ZIMMERMAN
ARCHITECTS PC

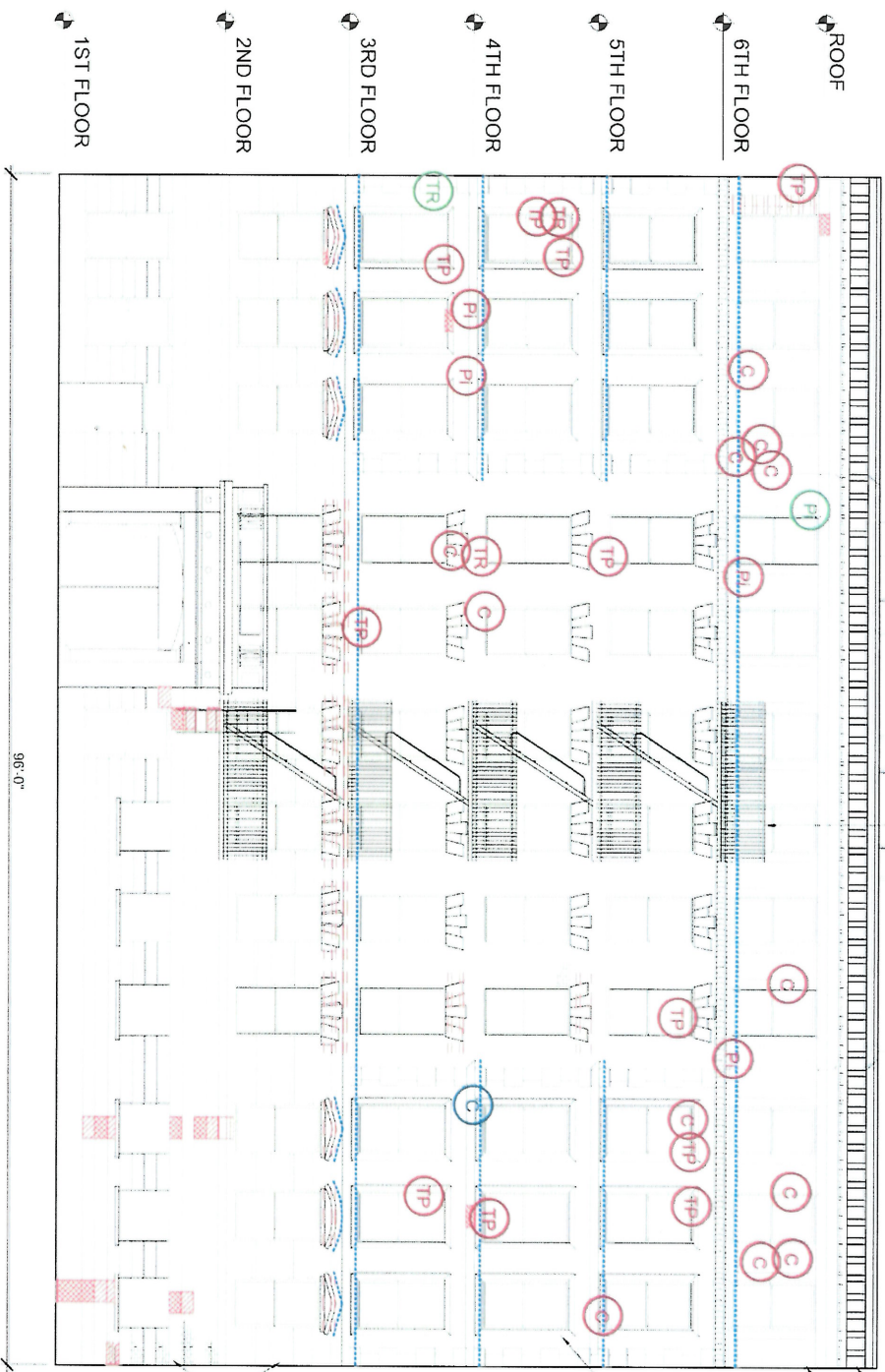
11 West 30th Street, New York NY 10001
d. 212.204.7215 | w. hlzimmerman.com
c. 609.851.6892 | p. 212.564.9393
e. BChester@hlzimmerman.com

From: Douglas Gornick <commercialbuildingrestoration@gmail.com>
Sent: Monday, August 5, 2019 7:37 AM
To: Bryan Chester <BChester@hlzimmerman.com>
Cc: Richie Nawaz <commercialbuildingrichie@gmail.com>; Deeroop Matapersad <DMatapersad@hlzimmerman.com>; Michael Hepner <Michael@sandbergmgmt.com>; Joseph Nevins <JNevins@hlzimmerman.com>
Subject: Re: 17 East 97th Street

[Quoted text hidden]

6 attachments

-  **Scope - E97 2019 0805.pdf**
390K
-  **Scope - Mad 2019 0805.pdf**
434K
-  **Scope A - Mad 2019 0805.pdf**
421K
-  **Scope B - Mad 2019 0805.pdf**
414K
-  **Scope C - E97 2019 0805.pdf**
361K
-  **Scope D - E97 2019 0805.pdf**
363K



ROOF

6TH FLOOR

5TH FLOOR

4TH FLOOR

3RD FLOOR

2ND FLOOR

1ST FLOOR



METAL CORNICE



TERRACOTTA PANELS



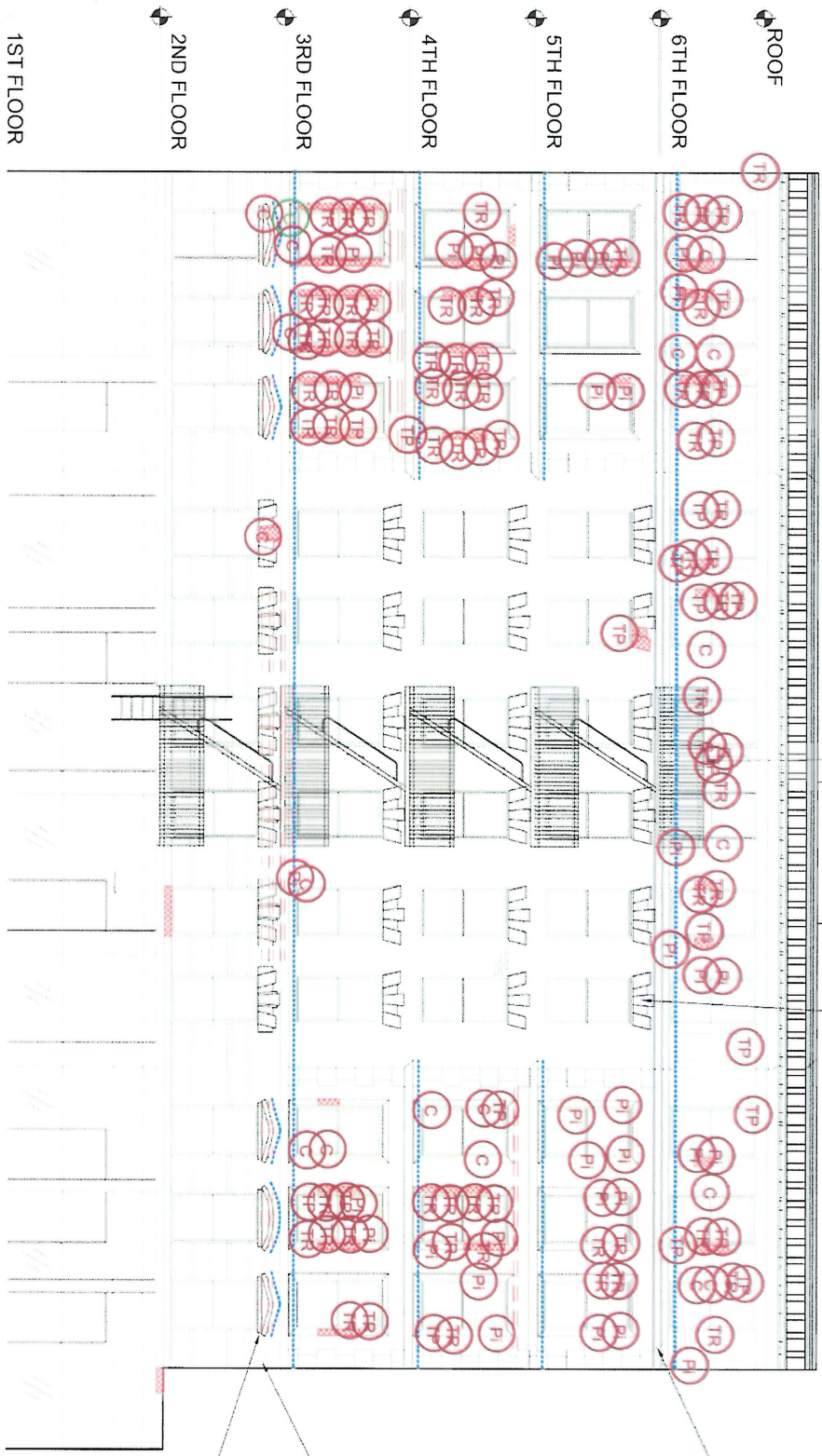
TERRACOTTA SURROUND



BRICK CORNER



TERRACOTTA BANDS



SCRAPE, CLEAN AND PAINT METAL FIRE ESCAPE STAIR IN ALL FLOORS 100%.



TERRACOTTA HEAD



TERRACOTTA BAND

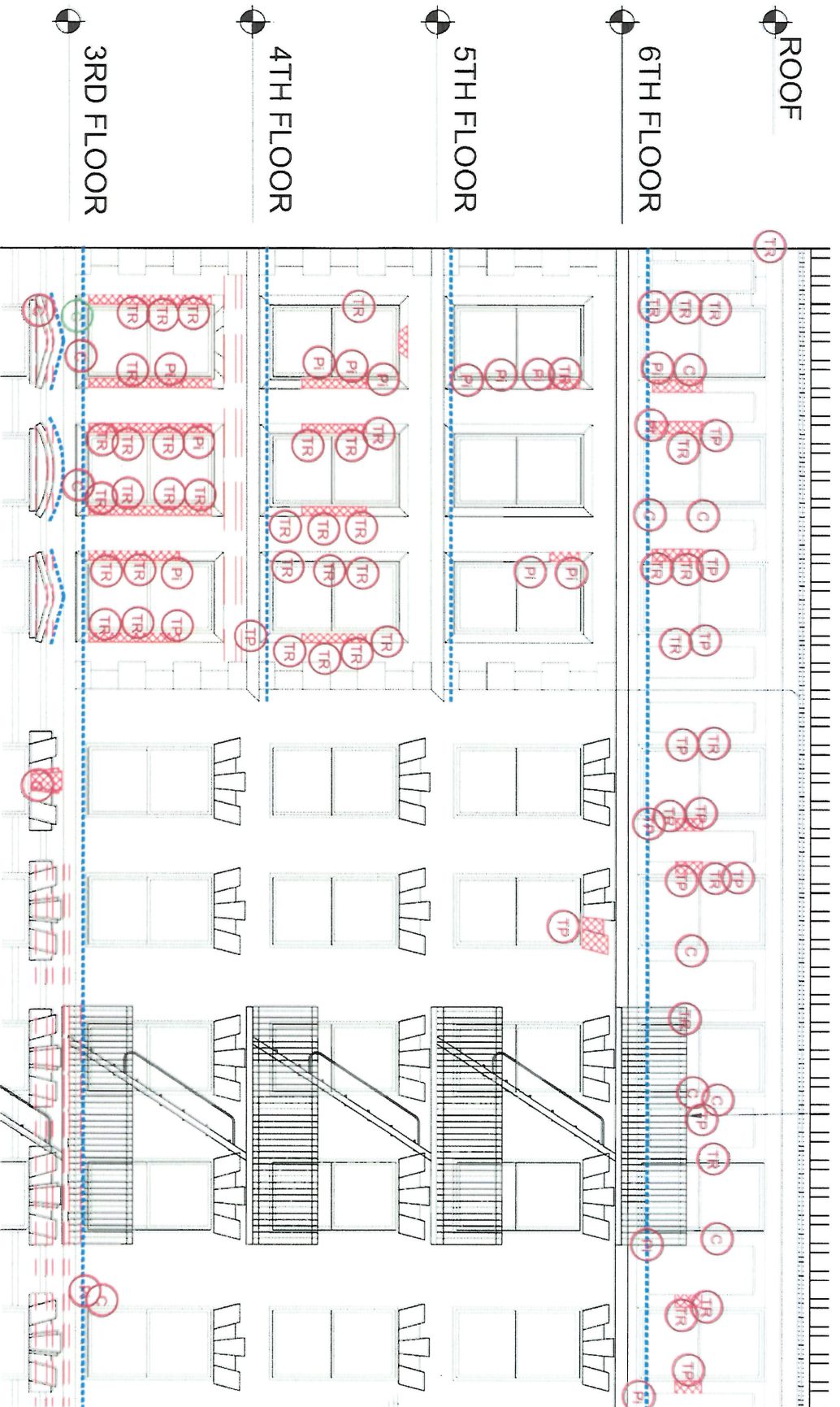


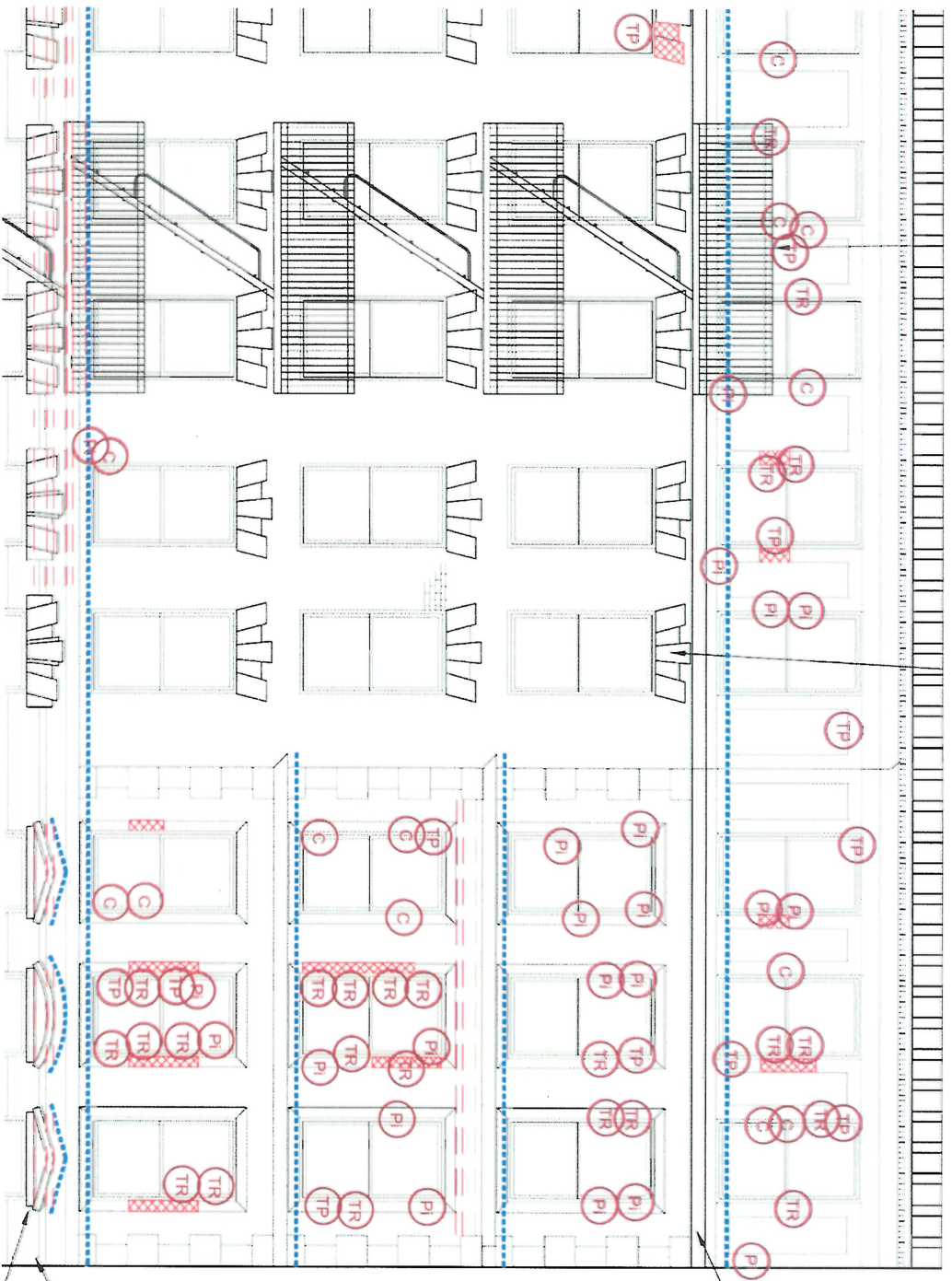
BRICK AT CORNER



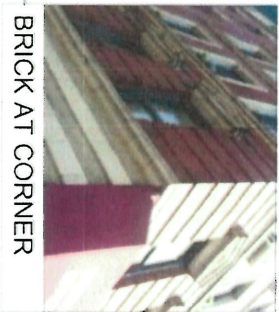
TERRACOTTA HEAD

- ROOF
- 6TH FLOOR
- 5TH FLOOR
- 4TH FLOOR
- 3RD FLOOR
- 2ND FLOOR
- 1ST FLOOR

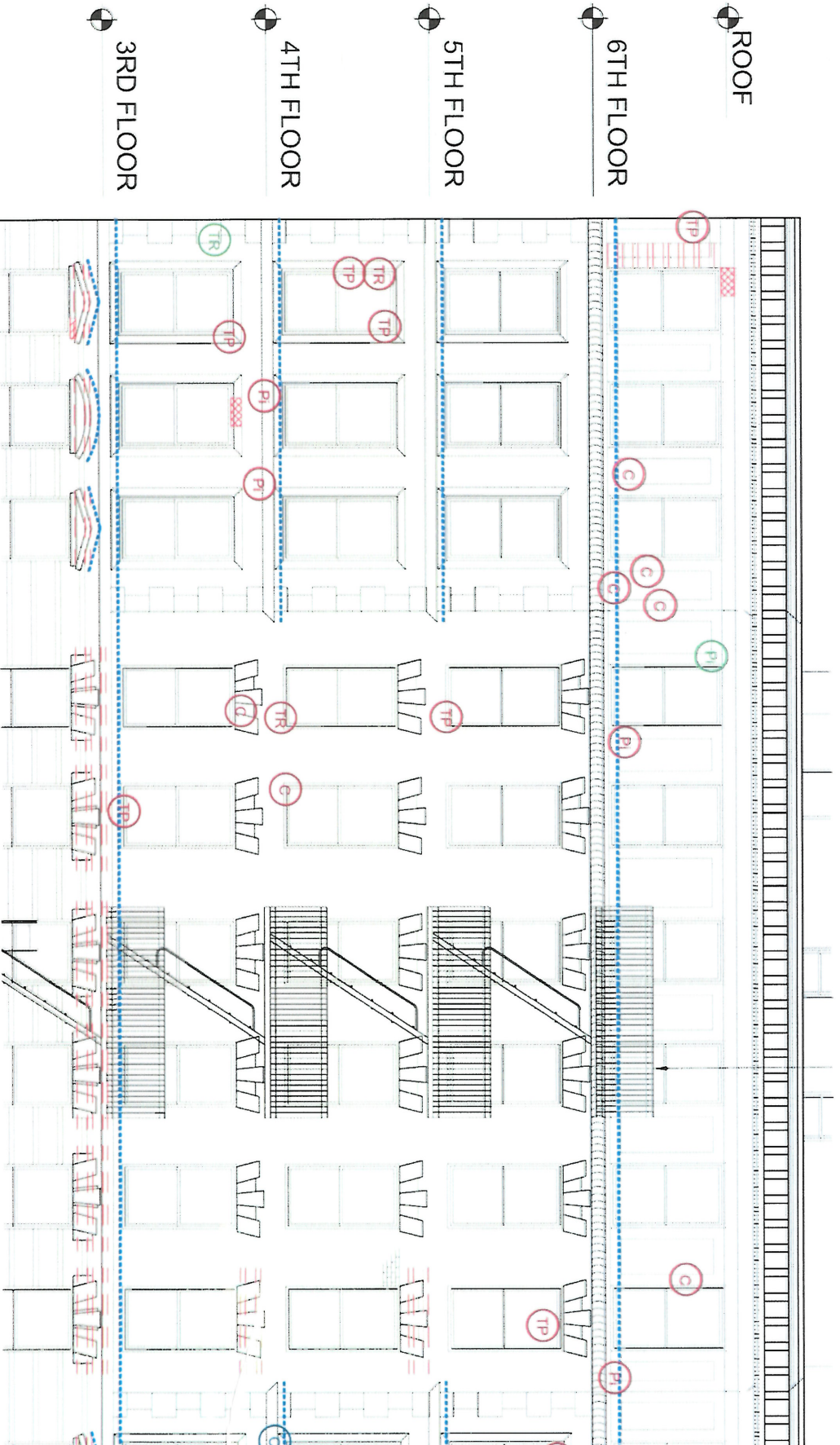




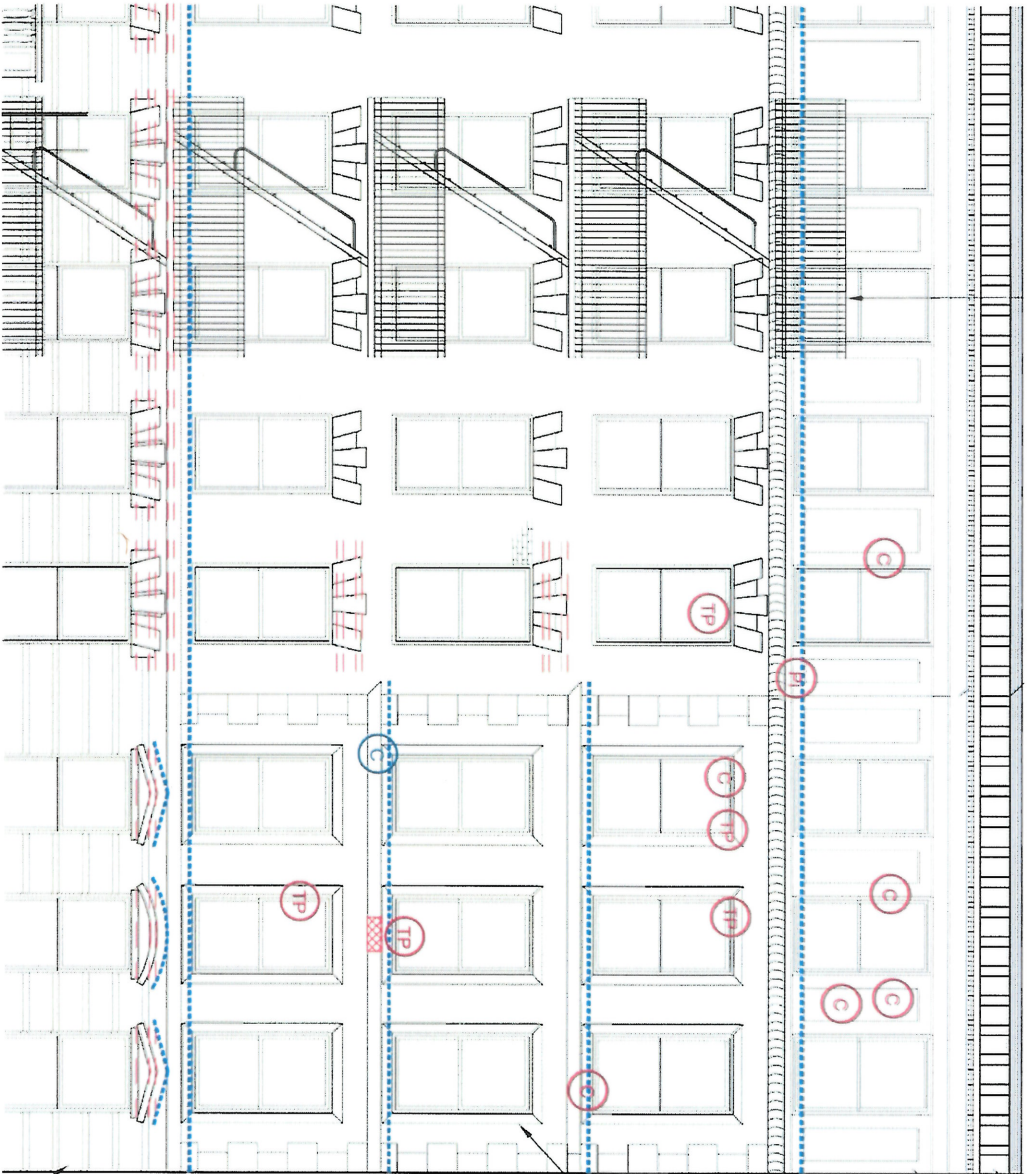
TERRACOTTA BAND



BRICK AT CORNER



5



METAL CORNICE



TERRACOTTA PANELS



TERRACOTTA SURROUND



BRICK CORNER

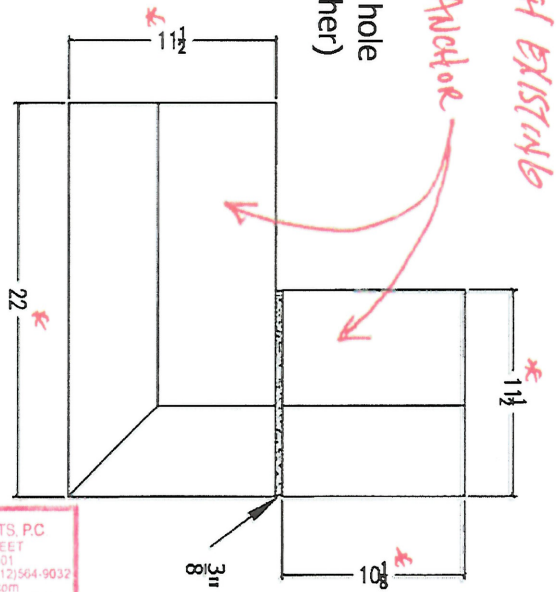
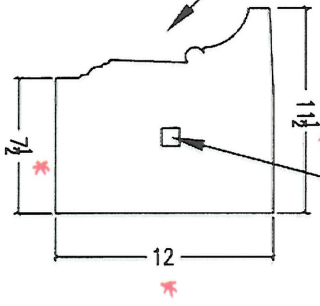
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*CONTRACTOR TO VERIFY ALL DIMENSIONS MATCH EXISTING

1/2" #432 Anchor

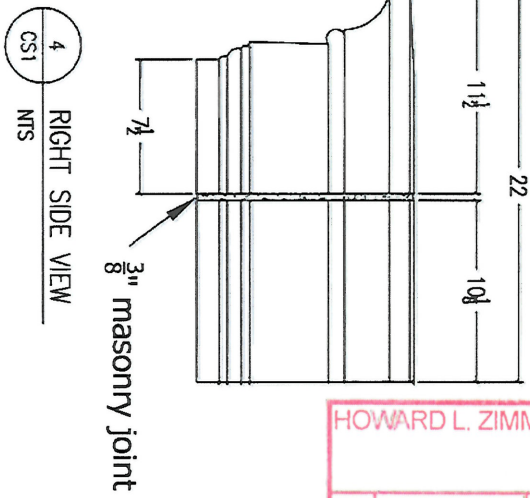
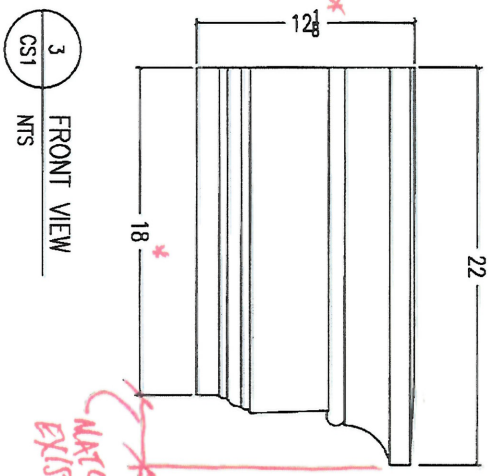
1"x1" Dowel hole (dowel by other)

Profile to match existing stone provided



1 PROFILE
CS1 NTS

2 TOP VIEW
CS1 NTS



3 FRONT VIEW
CS1 NTS

4 RIGHT SIDE VIEW
CS1 NTS

HOWARD L. ZIMMERMAN, ARCHITECTS, P.C.
 11 WEST 30TH STREET
 NEW YORK, NY 10001
 P(212)564-9393 F(212)564-9032
 info@hlzimm.com

| | |
|---|---|
| APPROVED | DISAPPROVED Resubmission is required |
| <input checked="" type="checkbox"/> APPROVED AS NOTED Resubmission is not required | <input type="checkbox"/> |
| CHECKED BY: <i>BC</i> | DATE: <i>12/10/2019</i> |

APPROVAL IS FOR DESIGN ONLY. CONTRACTOR IS RESPONSIBLE FOR DIMENSIONS, QUANTITIES AND COORDINATION WITH OTHER TRADES. APPROVAL IS SUBJECT TO ALL CONTRACT REQUIREMENTS AND DOES NOT AUTHORIZE ANY CHANGES INVOLVING ADDITIONAL COST UNLESS STATED IN SEPARATE LETTER OR CHANGE ORDER.



S&B
 Cast Stone Co.
 909 E 51 Street
 Brooklyn, NY 11203

DATE 11/6/19

17 E 97th Street

CONTRACTOR: Commercial Building

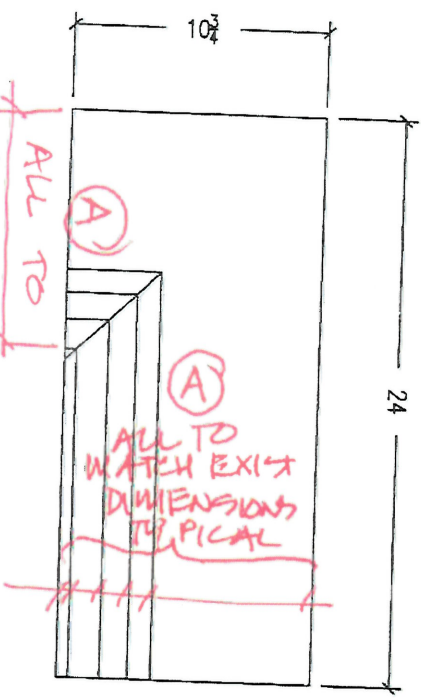
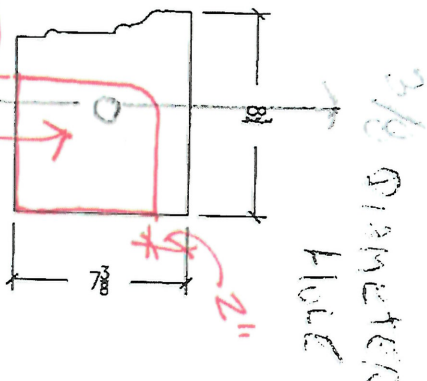
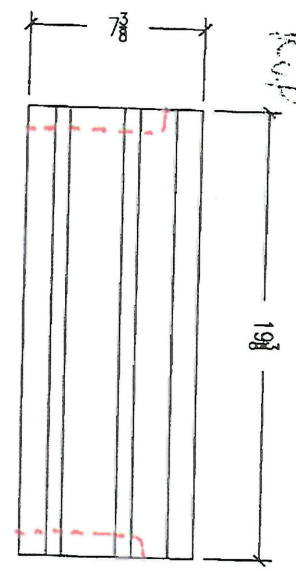
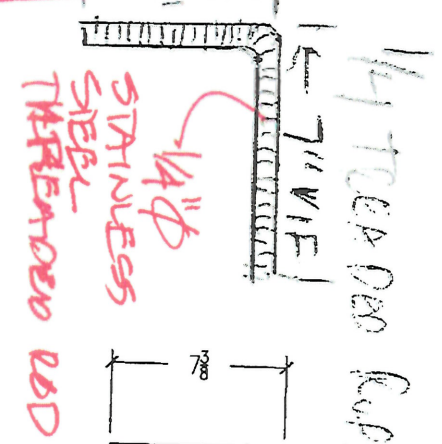
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| DRAWN BY | JS |
| TYP JOINT DIMENSION | 3/8 |
| CONTRACT | |
| LEAD TIME | |
| SHEET | CS1 |

VERIFY ALL DIMENSIONS. IF NO CHANGE IS MADE, STONE WILL BE MADE AS SHOWN ON THIS DRAWING

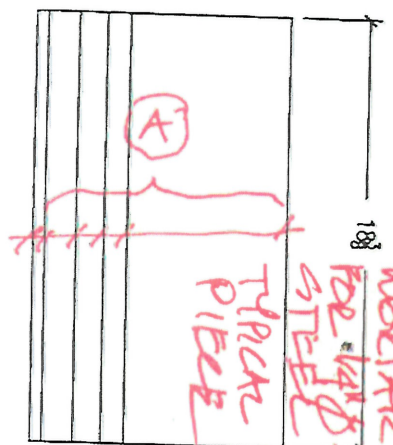
HOWARD L. ZIMMERMAN, ARCHITECTS, P.C.
 11 WEST 30TH STREET
 NEW YORK, NY 10001
 P: 212 504-9393 F: 212 504-9932
 info@hzimmerman.com

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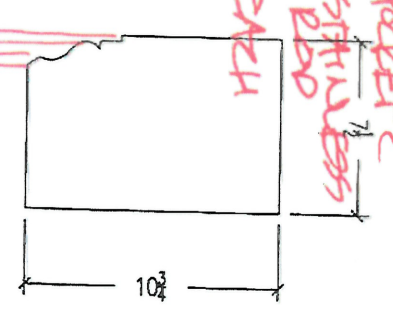
APPROVAL FOR DESIGN ONLY. CONTRACTOR IS RESPONSIBLE FOR DIMENSIONS, QUANTITIES AND COORDINATION WITH OTHER TRADES. APPROVAL IS SUBJECT TO ALL CONTRACT REQUIREMENTS AND DOES NOT AUTHORIZE ANY CHANGES INVOLVING ADDITIONAL COST UNLESS STATED IN SEPARATE LETTER OR CHANGE ORDER.



ALL TO MATCH EXIST. DIMENSIONS TYPICAL
 Type 3



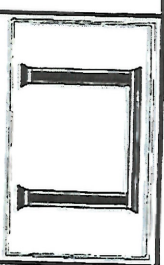
Type 2



Type 1

17 E 97th

CONTRACTOR: Commercial Building



S&B
 Cast Stone Co.
 909 E 51 Street
 Brooklyn, NY 11203

DATE _____
 SUBMITTAL DATE _____

| | |
|---------------------|--------|
| SCALE | N.T.S. |
| DRAWING DESCRIPTION | |
| COLOR | TBD |
| DRAWN BY | JS |
| TYP JOINT DIMENSION | 3/8 |
| CONTACT | |
| LEAD TIME | |

SHEET
 CS1

CERTIFICATE OF SUBSTANTIAL COMPLETION

| | | |
|---|---|--|
| Project: Façade Restoration 17 East 97 th Street New York, NY 10029 | Project Number: 18-0137 Contract For: Façade Repairs Contract Date: 4/1/2019 | Owner: ✓ Architect: ✓ Contractor: ✓ |
| Owner: Seventeen East Ninety-Seventh Corp. 17 East 97 th Street New York, NY 10029 | Contractor: Mr. Douglas Gornick Commercial Building Restoration Inc. 119 14 th Street, 2 nd Floor Brooklyn, NY 11215 | |

This Certificate designates:
The Project is substantially complete.

The Work performed under this Contract has been reviewed and, to HLZA's professional knowledge, information and belief and based upon HLZA's performance of its services under its contract, is substantially complete. Substantial Completion is the stage in progress of the Work when the Work, or designated portion, is sufficiently complete in accordance with the Contract Documents, subject to the punch list, to be capable of being occupied or utilized by Owner for its intended use.

The date of Substantial Completion of the Project, or portion designated above, is: 7/01/2020

Which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below;


| Warranty | Date of Commencement |
|----------|----------------------|
| N/A | |

A punch list of items to be completed or corrected is attached hereto.

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of final payment.

Cost estimate of Work that is incomplete or requires correction: \$ 0
The Contractor will complete or correct the Work on the punch list by: 7/09/2020 NA

Howard L. Zimmerman Architects, P.C.

| | | |
|-----------------------|--|--------|
| Architect | By | Date |
| COMMERCIAL BUILDING & |  | 7/1/20 |
| Contractor | By | Date |
| RESTORATION INC | | |

The Owner accepts the Work, or designated portions, as substantially complete.

| | | |
|-------|----|------|
| Owner | By | Date |
|-------|----|------|