



CONSTRUCTION GUIDELINES

1. At the beginning of every alteration, Tenant's Contractor ("Contractor") to review and coordinate activities with the Building Management Office. Contractor and the Fire Safety Director of the Building shall check the fire alarm equipment within the alteration site to ascertain the condition of same.
2. Contractor to provide Building Management with Contractor's emergency contact list. In addition, Contractor to staff the project with a Competent Person capable of communicating with Building Management on Premises at all times to continually keep work areas safe, broom clean, free of all debris, and coordinate work.
3. All construction materials shall be delivered to the job in proper containers and stored in the Tenant's work area. Waste, excess-building materials, tools or equipment shall not be stored or allowed to accumulate in corridors, stairwells or any common areas of the Building.
4. Any and all New York City Department of Buildings (NYCDOB) filings for this project must be prepared by the SL Green Designated Filing Representative. Landlord will not sign NYCDOB permit applications which have been prepared by a filing representative not designated to the property by SL Green.
5. Vendor(s) will comply with ICIP rules and regulations, if in fact the building is designated ICIP, including but not limited to all submissions, filings, and coordination with the Owner's consultant. ICIP designations will be provided as needed.
6. Permits must be posted at jobsite in a conspicuous location and kept in the Building Management Office at all times.
7. All fire exits shall be kept clear and accessible at all times.
8. Any welding, soldering or other activities requiring excessive heat or open flame shall be performed before 8:00AM or after 7:00PM during the week or on weekends and will be at Tenant's sole cost. Welding activities shall be performed only by person having a valid New York Certificate of Fitness for welding on his person. During all welding operations there must be a person, in the capacity of a Fire Watcher, having a fire extinguisher and protective blankets. Prior to any welding in the Building, the Contractor is to contact the Building Management Office at least twenty-four (24) hours in advance to have the Class E system temporarily taken off-line. The use of electric equipment is permitted only, fuel powered equipment is prohibited.
9. All fireproofing on steel must be repaired if damaged, missing or non-code compliant for existing or newly constructed space. All openings made in ceilings, columns, walls, floors, etc., must be properly sealed and fire stopped. Contact the Building Management Office for inspections and a 3rd Party Inspection Company to the extent it is required by code before sealing any openings.
10. Landlord shall not be responsible for any disturbance or deficiency created in any mechanical, electrical or structural systems within the Building as a result of Tenant alterations. If such disturbance or deficiency results, it shall be the Tenant's responsibility to correct the resulting conditions immediately and to restore the services to the complete satisfaction of the Landlord. Building Management reserves the right to make such corrections at Tenant's expense.
11. All mechanical and plumbing connections to Building water systems, waste, vent lines, etc. are to be performed after business hours, must be coordinated with Building Management, and will be at Tenant's expense. Provide isolation/shut-off valves for all water lines (mechanical and plumbing) with no interruption of tenant service during normal business hours and not without being coordinated with Building.
12. Provide and maintain filter on supply and return grille openings as applicable, to keep dust from entering the Building's air supply systems. Provide double filters or apply bulk filter media over package filters at all HVAC equipment running during construction, including perimeter induction units. Upon completion of demolition/construction, all filters are to be removed, equipment cleaned to Building Management's satisfaction and unit primary filters replaced. If not cleaned to Building Management's satisfaction, Building Management will perform cleaning at Tenant's expense.
13. All abandoned ductwork, conduit, wiring or piping not necessary for new construction within Premises must be removed from hung ceiling areas and floor ducts.
14. Any attachments of walls, framing or other construction elements to window mullions is not permitted. Proposed details of termination of walls at mullions must be submitted by Tenant to Landlord for approval.
15. Installation of any finish on convector/radiator enclosures, or any location which would inhibit the operation of windows, is prohibited.
16. All furniture adjacent to perimeter heating/cooling equipment must be at least 2'-0" from such equipment to facilitate cleaning and service. If required clearance is not maintained, Tenant must, at Tenant's sole cost, move all obstructions if so requested by Building Management.
17. All signage visible from outside of the Building must be submitted to Landlord for review and approval prior to installation.



18. All retail storefront windows shall be painted until the Premise is ready to open for business. Paint is to be Benjamin Moore #826, Royal Blue. Colored renderings of any proposed branding or advertising must be submitted for Landlord's written approval prior to installation. Failure to adhere to this guideline will result in Landlord performing said work at Tenant's expense and removal of any and all unapproved branding/advertising.
19. All new storefront projects must be protected by SLG pre-approved exterior plywood shed with entry door(s) and painted Green as specified and dictated by the New York City Department of Buildings.
20. All work performed by Tenant shall be done in a manner which will not interfere with or disturb other Tenants and occupants of the Building.
21. All work that inconveniences or disturbs other Tenants must be scheduled before 8:00AM or after 6:00PM and will be at Tenant's sole cost for operating and exclusive use of Building services. If Contractor or subcontractors are negligent in any of their responsibilities, Tenant shall be charged for any corrective work performed on Tenant's behalf by the Landlord. The Building Manager reserves the right to stop any work, at any time, which causes a disturbance, at no cost to the Landlord.
22. The use of freight elevators for hoisting Contractor's material, equipment, and rubbish must be arranged with the Building Manager and/or Superintendent to avoid conflict with regular Building operations. If major quantities of Contractor's material are being delivered to the jobsite, exclusive use of the freight car before and after regular Building hours is to be instituted. The Tenant is responsible for all overtime elevator charges.
23. All construction deliveries shall be made during off-hours. Deliveries may be made after 6:00PM or completed by 8:00AM, Monday through Friday, or all day on weekends. There is a minimum of four (4) hours on the weekend and use of services is to be scheduled with Building Management at Tenant's sole cost.
24. Walls and floors in corridors adjacent to construction areas and leading to the freight elevators are to be protected with clear plastic and Masonite or equivalent with special protection for corners.
25. If suspected asbestos containing material is uncovered during Tenant's renovation, Building Management is to be notified immediately.
26. Do not place equipment, partitions, furniture or any other Tenant installation outside the leased Premises.
27. Electric panel covers are not to be left off at any time unless when being worked on. Covers must be replaced each night before leaving the site. All construction operations need to be GFCI protected at all times.
28. Do not leave equipment, partitions, furniture or any other Tenant installation in areas that might block or interfere with necessary access, entrances or exits.
29. Windows shall not be opened without prior Building Manager approval. Any windows that are opened must be closed at the end of the work day.
30. Smoking is prohibited at all times throughout any SL Green owned or managed property. Radio playing is prohibited on all SL Green jobsites.
31. Construction personnel are to use only the assigned restroom and wash-up facilities as directed by Building Management.
32. Contractors and vendors who operate cellular devices and/or two-way communication devices must keep the volume on these devices to a minimum. When passing through Tenant or public spaces, the devices should be set to vibrate or silent. If the use of the device is necessary in a work space, the Contractor should be mindful of his or her surroundings and keep the conversations short and the tone at a minimum. There is to be no loitering in common areas for use of such devices.
33. You agree to keep the land and buildings of which the demised Premises under your lease from a part, free and clear of any and all mechanics' liens for work performed and materials furnished.
34. Contractor to inform Building Management of any incidents (e.g. damage, leaks, thefts, etc.) or injuries and submit a detailed incident report within one (1) business day of the incident. At all times Tenant, Contractor and its subcontractors shall indemnify and hold harmless the Landlord and Agent from any and all claims, liability, loss, damage or injury to person or property arising out of, or incidental to any alteration, installation, or operation or maintenance of the same performed by you or your agents, servants, contractors or employees. Tenant's vendors, Contractor and all subcontractors are required to execute the attached Provider's Agreement and provide the proper insurance coverage, however failure to do so shall not obviate liability by Tenant or its Vendor.
35. Engineering calculations or system configurations contained in the submitted documents are the sole responsibility of the Tenant and that of its architects/engineers.



36. Harmonious relations shall be maintained by all Contractors and subcontractors performing any and all work in a professional manner throughout any SL Green owned or managed property. Labor shall work in close harmony with one another as well as with Building Management and Building's maintenance personnel.
37. All work shall be subject to inspection by Building Management. Such supervision and inspection shall be at Tenant's expense, if applicable. Any and all deficiencies noted, as a result of the inspection, shall be corrected by Tenant at Tenant's expense.
38. All work must conform to all federal, state, municipal, and OSHA rules and regulations. If any violation is received in connection with the installation or alteration, Tenant agrees to have said violation corrected and obtain a Notice of Dismissal from the Department having jurisdiction and governing same within five working days upon receiving notice of same at Tenant's sole cost and expense.
39. Any rule, regulation, law or ordinance requiring the filing of proposed alterations, improvements, renovations or any work required by federal, state, and local authorities having jurisdiction shall be properly filed and permitted as required at the Tenant's sole cost and liability.
40. Use of materials that give off strong odors must be used after hours, only after use has been permitted and approved by Building Management. Such approval can be gained by submitting the applicable Safety Data Sheet (SDS) for all proposed materials. Adhesives, sealants, and sealant primers must comply with volatile organic compound limits. Aerosol adhesives must comply with Green Seal standards for commercial adhesives. Workers using any of these materials are required to be trained in Globally Harmonized System of Classification & Labeling of Chemicals (GHS).
41. If the scope of work requires access to spaces other than your demised Premises, arrangements for access will have to be made by Tenant with the Building Management Office.
42. You are approved to construct only those improvements shown on the drawings referenced in, and only after receipt of, the tenant plan approval letter.
43. At project completion, Tenant to submit two (2) sets of as-built architectural and engineering drawings along with an electronic file of the as-built documents in an AUTO CAD 2000 LT format to Landlord.
44. At project completion, Tenant's project architect and/or engineer must certify that the improvements were built in accordance with the approved plans and submit same to Landlord.
45. Upon receiving sign-off from the NYC DOB at completion of project, Tenant to send copy of same to Landlord.
46. All persons working on SL Green properties must have proper training and certifications for their trade including, but not limited to, an OSHA 10-Hour Card, 4-Hour Scaffold User, 32-Hour Supported Scaffold Erector/Dismantler training, aerial/scissor lift training, heavy equipment operation training, etc.
47. Appropriate number of fire extinguishers must be on site per code, and are to be compliant, inspected, and functional.
48. It is the responsibility of the Tenant to furnish and install the final connection to the Building's fire alarm system. During construction, the Tenant is responsible to provide adequate means of fire protection while the Tenant's space is under construction, disconnected from the fire alarm system or fire protection devices are being replaced or repaired.
49. All persons working on SL Green properties must wear appropriate personal protective equipment (PPE).

Failure to comply with these guidelines will result in immediate work stoppage and potential dismissal of the offending party from the project.