

**BUILDING RULES**  
&  
**REGULATIONS**

**125 BROAD STREET**

January 8, 2021



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SECTION I

**OCCUPANT RULES AND REGULATIONS**

1. The rights of Occupants in the entrances, corridors, elevators and escalators of the Building are limited to ingress to and egress from the Occupant's premises for the Occupant's and their employees, licensees and invitees, and no Occupant shall use, or permit the use of, the entrances, corridors, escalators or elevators for any other purpose. No Occupant shall invite to the Occupant's premises, or permit the visit of, persons in such numbers or under such conditions as to interfere with the use and enjoyment of any of the plazas, entrances, corridors, escalators, elevators and other facilities of the Building by other Occupants without notice to the Building Management office. Fire exits and stairways are for emergency use only, and shall not be used for any other purposes by the Occupants, their employees, licensees or invitees. No Occupant shall encumber or obstruct, or permit the encumbrance or obstruction of any of the lobbies, sidewalks, plazas, entrances, corridors, escalators, elevators, fire exits, stairways or other public portions of the Building. The Landlord's representatives and Building Management reserve the right to control and operate the public portions of the Building and the public facilities, as well as facilities, furnished for the common use of the occupants, in such manner as it reasonably deems best for the benefit of the occupants generally. All deliveries and shipments of goods and packages shall be through the freight elevators, and not the passenger elevators nor the lower level shuttle elevator (car # 25).
2. Occupant shall submit to Building Management a COVID-19 Response Plan which is compliant with New York State (NYS) mandatory guidelines; and NYS Affirmation Acceptance certificate (see Exhibit C) for Occupant's business. Occupant shall require the same from all vendors, consultants, contractors, subcontractors, delivery, carting, and trucking companies performing work in, delivering to, or entering the building, prior to work or delivery commencement and submit a copy to Building Management. All COVID-19 Response Plans must, at a minimum, meet latest New York State COVID-19 mandatory requirements. Subsequent amendments to the NYS mandatory requirements will require that Occupant and their vendors, consultants, contractors, subcontractors, delivery, carting, and trucking companies submit a revised plan to Building Management to reflect the amendments published by NYS. All guidance from Federal and State Government; OSHA; and Local Building Departments must be adhered to.
3. In response to COVID-19 and in compliance with Federal, State and Local mandates, the Building will be implementing the following additional policies until such time as no longer mandated by government authorities:
  - a. Wearing of face coverings/masks and appropriate Social Distancing are required in common areas by all Occupants, visitors, vendors, consultants, subcontractors and contractors.
  - b. Individuals without masks will be required to wait outside the building until Occupant provides them with a mask.
  - c. All visitors and vendors shall be pre-registered in Workspeed and pre-screened by Occupant prior to their arrival.

- d. Occupant is responsible for informing their visitors and vendors to the building rules and regulations, particularly with regard to the additional processes and protocols in place during the COVID-19 response.
  - e. Occupants shall limit visitors and vendors to essential personnel only. Non-essential meetings shall be held in a virtual setting and non-essential work is to be completed after normal business hours. Occupants shall schedule essential visitors and vendors during off-peak times (10am-3pm)
  - f. Institute a “clean desk policy” to allow for nightly disinfecting. All desks and cabinet tops are to be free of easily stored items to allow janitorial personnel to properly disinfect these surfaces.
  - g. Elevator passenger capacity will be limited to 4 individuals and 3 on freight elevators, not including freight operator. Elevators will contain signs posted and floor markers to indicate safe standing areas. Occupants shall reinforce this policy with their employees, visitors and vendors.
  - h. Occupant shall designate a centralized “drop off” area on their floor for messenger center deliveries.
  - i. Occupants shall encourage employees to bring food from home as often as possible to reduce elevator traffic and use of the messenger center. Food delivery personnel will be required to wait on the plaza until Occupant arrives for food pick up.
  - j. Occupants shall remain at the messenger center door for mail pick up to be brought to them.
  - k. A queue will be established in the loading dock during peak traffic, to process vendors and contractors, in order to maintain required distancing using signs and stanchions.
  - l. During non-peak traffic times, drivers will be required to wait by their vehicles until called for processing by the guard on duty.
4. Occupant firms shall monitor and immediately report to the local health department, DOH and Property Management, any confirmed or suspected COVID cases of employees or visitors in their space.
  5. In the case of an employee, vendor or visitor testing positive, Occupants, must cooperate with the local health department as required to trace all contacts in the workplace, and the local health department must be notified of all individuals who entered the site dating back 48 hours before the individual first experienced COVID-19 symptoms or tested positive, whichever is earlier. Confidentiality must be maintained as required by federal and state law and regulations.
  6. Occupants shall keep a record of all visitors, vendors, consultants and contractors entering their space and the areas they visited as well as individuals with whom they may have come into contact.
  7. In the event of a positive case, Occupant shall effect cleaning, disinfection, and contact tracing in accordance with CDC guidelines on “Cleaning and Disinfecting Your Facility”. If someone is suspected or confirmed to have COVID-19 Occupant shall, at a minimum, do the following:
    - a. Close off areas used by the person who is sick; suspected or confirmed to have COVID-19.
    - b. Shared building spaces used by the person suspected or confirmed to have COVID-19 (e.g. elevators, lobbies, building entrances) must also be shut down, cleaned and disinfected at Occupants cost.
    - c. Wait 24 hours before you clean or/and disinfect. If 24 hours is not feasible, wait as long as possible.

- d. Clean and disinfect all areas used by the person suspected or confirmed to have COVID-19 who is sick, such as offices, bathrooms, common areas, and shared equipment at Occupants cost.
  - e. Once the area has been appropriately cleaned and disinfected, it can be reopened for use.
8. The Building has implemented a centralized messenger center for its owners and tenants to help eliminate excess traffic and vandalism in the Building. All occupants are required to use this service and will be billed, on a monthly basis, for its use. The cost per month will be determined on the percentage of incoming and outgoing packages each occupant uses. All food deliveries will be directed to the messenger center where the occupants' employee(s) will be directed to come down and pick up their order. 125 Broad Condominium will not accept any responsibility for any loss or damage with regard to outbound shipments. Any loss or damage claims are to be directed to the messenger service vendor who is operating the facility at the time of loss or damage.
9. The Building has installed and implemented an electronic building access system. All Occupants are required to utilize the building access system. Building access and egress is granted at the optical portals positioned in the front and rear lobbies. Occupants are required to obtain a photo proximity card (Photo ID) for each of its employees, temporary employees, temporary and long term vendors. Temporary is defined as any person working for your company for a period of one week or longer regardless of how often during that week the person will be working in your space. Photo ID cards will be issued during the hours of 1pm to 4pm, Monday, Wednesday, and Friday except on holidays when the Building is closed. A request must be placed through the Workspeed system prior to a Photo ID card being issued. Any person needing a replacement card will also require a Workspeed request. Persons who leave their card at home for the day will not be issued a new card and will be required to obtain a temporary pass for the day from Security in the front lobby.
10. Building Management must be immediately notified of all terminated employees. Notification needs to be placed through the Workspeed system. Occupant must make every effort to retrieve the Photo ID card for that employee and return it to the Building Management office. Building Management will not be responsible for incidents arising out of late receipt of this information. Occupants will be charged established administration fees for services such as card issuance, activation, deactivation, replacement, reports and any other changes. Fees will be billed monthly. Rates are subject to change without notice.
11. Building Management may refuse admission to the Building outside of ordinary business hours to any person not known to the security guard in charge or not having a pass issued by occupant or not properly identified, and may require all persons admitted to or leaving the Building outside of ordinary business hours to register. Occupant's employees, agents and visitors shall be permitted to enter and leave the Building whenever appropriate arrangements have been previously made between the owner's representative and the occupant with respect thereto. Each occupant shall be responsible for all persons for whom he requests such permission and shall be liable to 125 Broad Condominium for all acts of such persons. Any person whose presence in the Building at any time shall, in the reasonable judgment of Building Management, be prejudicial to the safety of the Building or its occupants may be

denied access to the Building or may be ejected therefrom. In case of invasion, riot, or civil disorder Building Management may prevent all access to the Building during the continuance of the same, by closing the doors or otherwise, for the safety of the occupants and protection of property in the Building. 125 Broad Condominium shall, in no way, be liable to any occupant for damages or loss arising from the admission, exclusion or ejection of any person to or from the occupant's premises or the Building under the provisions of this rule.

12. Building Management reserves the right at any time in its sole and absolute discretion to immediately revoke without notice or liability all rights of access into the Building of, and to immediately remove from the Building, any licensee, invitee or guest of Tenant on account of any violation by such person of the Building's security procedures, any illegal activities thereby and/or any behavior by such person that interferes with the use and enjoyment of any other tenant or occupant of the Building. Occupant is obligated to inform all of its licensees, invitees and guests of all rules and regulations of the Building and the Building's security procedures and must cause such parties to fully comply therewith. Occupant is fully responsible for any violation of the Building's security procedures, any illegal activities and/or any disruptive behavior by any of its licensees, invitees or guests. Suspension of access privileges will require Occupant's employee obtain day passes to enter the premises as a guest of the Occupant, while permanent revocation will result in the denial of access and entry of the individual's name on the Do Not Admit list.
13. Building Management may require any person leaving the Building with any bulky package or other bulky object to exhibit a pass from the occupant from whose premises the package or object is being removed, but the establishment and enforcement of such requirement shall not impose any responsibility on Building Management for the protection of any occupant against the removal of property from the premises of the occupant.
14. No occupant shall obtain or accept for use in its premises ice, towel, barbering, boot blacking, door polishing, lighting maintenance, cleaning or other similar services from any persons not authorized by Building Management in writing to furnish such services, provided that there are a reasonable number of sources available to occupant (consistent with proper Building operation and security), and the charges for such services by persons authorized by Building Management are not excessive. Such services shall be furnished only at such hours, in such places within the occupant's premises and under such regulations as may be fixed by Building Management.
15. No awnings or other projections over or around the windows, that are visible from the exterior, shall be installed by any occupant.
16. There shall not be used in any space, or in the public halls of the Building, either by the Occupant or by jobbers or others, in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and side guards. All deliveries of this type will be directed to use the freight elevator. Carts, hand trucks, flatbeds or other means of wheeled delivery are not permitted on passenger or shuttle elevators unless prior permission is obtained from the Building Management Office.

17. Entrance doors on multiple occupancy floors shall not be left open at any time. All blinds and or drapes therein above the ground floor shall be lowered and kept drawn when and as reasonably required because of the position of the sun, during the operation of the building air-conditioning system to cool or ventilate the Occupant's premises. Occupant's failure to comply with the requirements of the previous sentence may result in an inadequacy of performance of the building air-conditioning and ventilating system.
18. No noise, including the playing of any musical instruments, radio or television, which, in the judgment of Building Management, might disturb other Occupants in the Building shall be made or permitted by any Occupant. Nothing shall be done or permitted in any Occupant's premises, and nothing shall be brought into or kept in any Occupant's premises, which would impair or interfere with any of the building services or the proper and economic heating, cleaning or other servicing of the building or the premises, or the use or enjoyment by any other occupant of any other premises, nor shall there be installed by any Occupant any ventilating, air conditioning, electrical or other equipment of any kind which, in the judgment of Building Management, might cause any such impairment or interference. No dangerous, inflammable, combustible or explosive object or material shall be brought into the Building by any occupant or with the permission of any occupant except for usual office use.
19. Occupant shall not permit any cooking within the demised premises unless permitted by the New York City Buildings Department and approved by Building Management and shall not permit any food odors emanating within the demised premises to seep into other portions of the Building.
20. No acids, vapors or other materials shall be discharged or permitted to be discharged into the waste lines, vents or flues of the Building which may damage them. The water and wash closets and other plumbing fixtures in or serving any Occupant's premises shall not be used for any purpose other than the purpose for which they were designed or constructed, and no sweepings, rubbish, rags, acids or other foreign substances shall be deposited therein.
21. All damages resulting from any misuse of the fixtures shall be borne by the Occupant who, or whose servants, employees, agents, visitors or licensees, shall have caused the same.
22. Except as expressly authorized in accordance with the Occupant's Agreement, no signs, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by Occupant, which is visible from outside of the demised premises without the prior written consent of Building Management which shall not be unreasonably withheld. In the event of the violation of the foregoing by tenant, Building Management may remove the same without any liability, and may charge the expense incurred by such removal to the Occupant or Occupants violating this rule. Signs or lettering in public areas of the Building, shall be of a size, color and style acceptable to Landlord's representatives and Building Management. Building Management shall have the right to prohibit any advertising by any Occupant which refers to or identifies the Building and which impairs the reputation of the Building or its desirability as a building for offices, and upon written notice from Building Management, Occupant shall refrain from or discontinue such advertising. If a floor

is leased out to more than one tenant, the signage placed in the corridor is subject to approval by Building Management.

23. No additional locks or bolts of any kind shall be placed upon any of the doors or windows in any occupant's premises and no lock on any door therein shall be changed or altered in any respect, unless all are master-keyed and occupant shall furnish key to Building Management. Upon the termination of an Occupant's Agreement, all keys of the Occupant's premises and toilet rooms shall be delivered to Building Management.
24. No Occupant shall use or occupy, or permit any portion of the premises demised to such Occupant to be used or occupied, as an office for a public stenographer or typist, or as a barber or manicure shop or as an employment bureau (except to employ personnel for Occupant) or for any mail order business. No Occupant or occupancy shall engage or pay any employees in the Building, except those actually working for such Occupant or Occupant in the Building, nor advertise for laborers giving an address at the Building. No premises shall be used, or permitted to be used, at any time, as a store for the sale or display of goods, wares or merchandise of any kind (except as otherwise permitted in your agreement), or as a shop, booth, bootblack or other stand, or for the conduct of any business or occupation which predominantly involves direct patronage of the general public in the premises demised to such Occupant, or for manufacturing or for other similar purposes.
25. The requirements of Occupant will be attended to only upon application at the office of the Building. Employees of the Building shall not perform any work or do anything outside of the regular duties, unless under special instructions from the Building Office. 125 Broad Condominium has instituted a website based work order system, hereinafter referred to as Workspeed, to facilitate the processing and tracking of Occupant requests. All requests for services shall be processed using the Workspeed system.
26. Each Occupant shall, at its expense, provide artificial light in the premises demised to such Occupant for persons performing janitorial or other cleaning services and making repairs or alterations in said premises, during the performance thereof.
27. The Occupant's employees shall not gather in the hallways, stairways, elevators, roof or any other part of the Building used in common by the occupants thereof.
28. If the premises demised to any Occupant become infested with vermin, such Occupant, at its sole cost and expense, shall cause its premises to be exterminated, from time to time, and shall employ such exterminators therefore as shall be cleared by Building Management.
29. Occupant shall not place a load upon any floor of the demised premises that exceeds the load per square foot that such floor was designed to carry and which is allowed by law.
30. Business machines and mechanical equipment belonging to Occupant which cause noise, vibration or any other nuisance that may be transmitted to the structure or other portions of the Building outside of the demised premises, to such a degree as to be objectionable to Building Management or which interfere with the use or



enjoyment by other occupants of their premises or the public portions of the Building, shall be placed and maintained by Occupant at Occupant's cost and expense, in settings of cork, rubber or spring type vibration eliminators to the reasonable satisfaction of Building Management.

31. Upon installation of a building directory, Building Management will, at the request of Occupant, maintain listings on the building directory of the name of Occupant and of any other person, firm, association or corporation lawfully in possession of the premises or any part thereof. The number of listings for Occupant shall not exceed the same proportion of the directory capacity as Occupant's Pro Rata Share. The listing of any name other than that of Occupant, whether on the doors of the premises, on the building directory, or otherwise, shall not operate to vest any right or interest in this agreement or in the premises or be deemed to be the written consent of Building Management, it being expressly understood that any such listing is a privilege extended by 125 Broad Condominium.
32. Occupant shall not move any safe, heavy equipment or bulky matter in or out of the Building without coordinating with Building Management. If the movement of such items require special handling, Occupant agrees to employ only persons holding a Master Rigger's License to do said work and all such work shall be done in full compliance with the Administrative Code of the City of New York and other municipal requirements. All such movements shall be made during hours that will least interfere with the normal operations of the Building; and all damage caused by such movement shall be promptly repaired by Occupant at Occupant's expense. All moving, shipping and receiving of Occupant's products, samples and supplies shall be through the freight or service elevator(s) and shall be subject to the Occupant's Agreement.
33. No Occupant shall suffer or permit the demised premises or any part thereof to be used in any manner or anything to be brought into or kept therein, which would in any way (i) violate any Laws or Ordinances, (ii) cause structural injury to the Building or any part thereof, (iii) constitute a public or private nuisance, (iv) impair the appearance, character or reputation of the Building, (v) discharge objectionable fumes, vapors or odors into the Building heating, ventilating and air conditioning system or into Building flues or vents not designed to receive them or otherwise in such manner as may offend other occupants, or (vi) violate any of tenant's other obligations under its agreement.
34. If Occupant's use of the freight elevator is after regular hours, or in such a manner that reasonably requires the supervision of Building Management's employees, Occupant shall pay to 125 Broad Condominium, the building standard cost of furnishing such after hours service and/or supervision.
35. No Occupant shall allow videos, photographs, drawings or any other such rendering of the Building by their employees, licensees, invitees, vendors or contractors unless granted permission by Building Management.
36. At no time is an Occupant to allow their employees, licensees, invitees, vendors or contractors to access the Building and subsequently Occupant's demised premises with live animals with the exception of those animals that have been verified as "Special Assistance". i.e. "Seeing Eye Dogs"

37. Building Management reserves the right to limit access of bicycles to the bicycle racks provided in both the Parking Garage and Jeannette Park Plaza.
38. At no time is an Occupant to allow their employees, licensees, invitees, vendors or contractors to utilize space heaters, hot plates or other such personal electrical equipment that is not supervised by the Building Class E system.
39. Occupant hereby indemnifies and agrees to defend and hold 125 Broad Condominium and Managing Agent, their employees and agents harmless from and against any and all suits, claims, actions, losses, costs, damages or expenses (including claims for workmen's compensation) based on personal injury or property damage caused in the performance of all work by Occupant, Occupant's employees, agents, servants or contractors engaged by Occupant; and at the Condominium's or Managing Agent's election, Occupant shall repair, replace or reimburse the Managing Agent for the cost and expense of repairing or replacing, any portion of the Building, item or equipment of Condominium's real or personal property so damaged, lost or destroyed or destruction of machinery, tools, equipment and property of similar nature belonging to the Occupant, contractor, and subcontractors including personal property of the Occupant, its employees, and employees of the contractor and sub-contractors.
40. The Building has in place certain security measures to help ensure the safety and security of the occupants and property within the Building. Occupant agrees to abide by all Building Security policies. Building Security policies are subject to revision as is deemed necessary by Building Management. Changes in policy will be distributed to Building occupants upon enactment.
41. Building Management is to be notified, by Occupant, via Workspeed, of any and all vendors who will be entering the Building, to perform services for the Occupant, regardless of the hours of service.
42. Occupant is required to submit to Building Management, a correct and complete Certificate of Insurance and Agreement Letter, as per the attached template illustrated in 'Exhibit B', for all vendors entering the Building to provide services to Occupant. If Occupant's vendor is utilizing a subcontractor to provide services, Occupant is required to submit a correct and complete Certificate of Insurance and Agreement Letter for the subcontractor. It is the Occupant's responsibility to determine the name of the vendor who will actually be entering the Building to provide service to the Occupant. Any request by Occupant for vendor building access or attempt by Occupant's vendor to access the Building, will be denied access to the Building, if a correct and complete Certificate of Insurance and Agreement Letter has not been furnished to Building Management.

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**Definitions:** **Occupant** - References the individual owners in the condominium agreement and tenant in the lease.

**Occupant Agreement** – References a tenant's lease or an owner's condominium agreement.

## SECTION II

### **REQUIREMENTS FOR MAJOR ALTERATIONS**

IT IS AGREED AND UNDERSTOOD THAT IT SHALL BE THE OCCUPANT'S SOLE RESPONSIBILITY TO SEE THAT ALL EMPLOYEES AND INDEPENDENT CONTRACTORS OF THE OCCUPANT INCLUDING BUT NOT LIMITED TO THE OCCUPANT'S ARCHITECT, GENERAL CONTRACTOR AND SUBCONTRACTOR SHALL COMPLY WITH ALL RULES, REGULATIONS AND REQUESTS AS STATED HEREIN. OCCUPANT WILL MAKE NO ALTERATIONS, DECORATIONS, INSTALLATIONS, REPAIRS, ADDITIONS, IMPROVEMENTS OR REPLACEMENT IN, TO OR ABOUT THE PREMISES WITHOUT BUILDING MANAGEMENT'S PRIOR REVIEW AND APPROVAL AND THEN ONLY BY CONTRACTORS OR MECHANICS APPROVED BY BUILDING MANAGEMENT. ANY COSTS OR EXPENSE RESULTING FROM OCCUPANT OR OCCUPANT'S EMPLOYEES OR INDEPENDENT CONTRACTOR'S FAILURE TO COMPLY WITH ANY OF THE FOLLOWING RULES, REGULATIONS AND REQUESTS SHALL BE BORNE BY THE OCCUPANT.

1. Submit to Building Management, scaled architectural and engineering drawings including, but not limited to, demolition, construction, HVAC, mechanical, plumbing and structural, fire protection, reflected ceiling, electric, telephone, finish and furniture plan. Submit one (1) set of sepias and four (4) sets of prints (2-full size and 2-short). Prior to start of project, Occupant must obtain from Building Management, its approval of the project. This submission of drawings will be concurrent with the filing of drawings with New York City Buildings Department.
2. In the event of major alterations to the original approved Occupant drawings, Occupant is to submit plans for review to Building Management as indicated in item one.
3. Name, address, telephone number and representative of architect/designer and engineering firm responsible for Occupant alteration must be submitted to Building Management. Contact information for vendor representatives must be provided to Building Management, including after hours office phone number and cell phone number.
4. A list of general contractors and sub-contractors being considered for the construction project must be submitted to Building Management in writing. It shall be the occupant's sole responsibility to submit to the above listed contractors a copy of the rules and regulations as outlined, prior to bidding for the job.
5. After Building Management's review of contractors, submit name, address, telephone numbers including after hours and cell phone, and representative of contractor selected to perform the work.
6. Any licensed architect or engineer can be used to submit filings with the New York City Buildings Department for any construction related permits (i.e. plumbing, HVAC, electrical, sprinkler, fire systems, demolition, etc), however, it is preferred that the Occupant use the approved building filing agent.

7. Fire Code Inc. is the buildings class "E" vendor and must be used for all work relating to the fire command station. (Attn: Tim Derbique, 201-239-9999)
8. Occupant must provide Building Management with a copy of insurance and an Agreement Letter for all contractors, subcontractors, delivery, carting, and trucking companies covering the following prior to work commencement. Any certificate of insurance not meeting the requirements as outlined in this document may be rejected and work may be halted until requirements have been met.
  - a) Workmen's Compensations insurance
  - b) General Liability insurance
  - c) Excess Liability insurance
  - d) Automobile Liability (any auto) insurance
  - e) The insurance policy shall include a hold harmless clause for the owner's benefit. (see Exhibit "A")
  - f) The insurance policy shall include the required Additional Insureds as noted in the attached template to indemnify all interested parties as it relates to the work being performed within the premises. (see Exhibit "B")
  - g) Certificate holder shall contain the name of the Occupant for which services are being rendered.

#### **Special Clause**

Thirty days prior notice of Certificate of Insurance cancellation, non-renewal or material change to 125 Broad Condominium and managing agent by certified mail.

- a. The failure of any contractor, or subcontractor, to keep the required insurance policies in force, during the performance of the work, covered by these Rules and Regulations, any extension thereof, of any extra or additional work, contracted to be performed by such contractor or subcontractor, shall be a breach of this agreement; and in such event, Building Management shall have the right, in addition to any other rights, to immediately halt work being performed on the premises without further cost to the Condominium and Managing Agent.
- b. The coverage and amounts set forth herein shall not be deemed to limit contractor's or any subcontractor's liability in tort or with respect to any work contracted for or performed during the term of this agreement.
- c. The contractor's contract shall contain the Indemnity Agreement set forth below and compliance with the foregoing requirements as to insurance shall not be deemed to relieve contractor of liability thereunder. Additionally, all contractors, subcontractors, vendors, consultants, or other agencies and service providers hired by Occupant to

provide on-site service, maintenance, deliveries or pick-ups shall submit a signed Agreement Letter (see Exhibit B)

9. Occupant shall provide Building Management with a copy of the COVID-19 Response Plan and NYS Affirmation Acceptance certificate (see Exhibit C) for all vendors, consultants, contractors, subcontractors, delivery, carting, and trucking companies performing work in, delivering to, or entering the building, prior to work or delivery commencement. All COVID-19 Response Plans must, at a minimum, meet latest New York State COVID-19 mandatory requirements. Subsequent amendments to the NYS mandatory requirements will require that contractors, subcontractors, delivery, carting, and trucking companies submit a revised plan to Building Management to reflect the amendments published by NYS. All guidance from Federal and State Government; OSHA; and Local Building Departments must be adhered to.
10. Contractors will be limited to no more than 1 worker per 250 square feet on a construction site located inside the building, not including supervisors.
11. Any Contractor's employee who feels sick prior to arriving or throughout the course of the day are required to inform their manager and leave the job site immediately.
12. Contractors are required to wear face coverings whenever possible and in all common areas or occupied tenant spaces.
13. Where work is required that cannot be completed in compliance with social distancing requirements:
  - a. Workers must wear enhanced face coverings consistent with recommendations from public health officials and hand coverings, along with other appropriate safety equipment for their assigned task, AND
  - b. Workers must wash their hands for at least 20 seconds with soap and water or use hand sanitizer prior to and following their assigned task.
14. Occupant shall develop plans with their contractors to stagger the arrival and departure of their workers at the beginning of shifts, during breaks and lunch, and at the end of shifts. These plans should seek to limit any potential interaction between construction workers and other building occupants.
15. Occupants and their Contractors are to maintain and enforce a policy of requiring all construction workers to clean hands with water and soap or appropriate hand sanitizer upon entering and prior to leaving the construction site.
16. Submit Building permit applications for Building Management's signature.
17. A copy of the Building Department permit is to be submitted to Building Management prior to commencement of work. Permit is to be posted by Occupant on the job site, in a conspicuous location, prior to commencement of construction. Occupant shall be responsible for keeping current, all permits and insurance.
18. All work and materials shall comply with all governmental codes and New York City Building Department regulations.

19. Occupant must contact the Property Manager, prior to commencement of construction, to arrange a preliminary meeting with the Contractor's construction supervisor.
20. During any new alteration, Occupant shall be responsible to comply with all provisions of all current local and state laws, ADA and all appurtenances necessary to comply with same.
21. Compliance with Local Law 16/84 in which Occupant is required to install a source of emergency lighting which includes, but is not limited to, exit signs, corridors, hallways and access facilities. The fixture(s) must be compatible with the building's system. All alterations requiring partition changes shall comply with compartmentation space requirements for the portion of the Building being altered, in accordance with Section C26-504.1 of the City of New York Administrative Code, as amended from time to time. All partitions that create division, separation or segregation between either occupancy, demised and public areas and/or compartmented spaces shall be of 2 hour fire rated construction inclusive or properly rated and labeled doors.
22. The New York State Lighting Standards shall be complied with by Occupant. In order to maintain this requirement, we recommend, during a major renovation, the installation of an energy conservation light fixture(s) and its inner components (ballasts, bulbs, etc.). Specifications of same are to be submitted by Occupant along with architectural plans. During a small renovation, fixtures may be reused.
23. Occupant shall cause all cabling to comply (at Occupant's expense) with Bulletin 126-1976 and Article 5 of the City of New York Electrical code.
24. All Occupant requests are to be entered via the Workspeed request system. Property Management requires 24 hours advance notice for the scheduling and coordination of freight elevators, deliveries, rubbish removal, sprinkler shutdowns, water shutdowns, fire alarm related issues and any staff standby. Please note: Due to the fact that the Building is equipped with only 2 freight elevators, the reservation of freight cars is not on a first come first serve basis. If more than one tenant reserves the freight elevator for the same time period they will be required to share the elevator. Freight elevator charges will be billed to the Occupant accordingly. All rubbish removal & deliveries relating to alterations shall be before 8:00 am and after 6:00 pm. No material or equipment shall be carried under or on top of any elevator. Construction material is expressly prohibited from the passenger and shuttle elevators. An Occupant's general contractor cannot monopolize the freight elevator. At no time shall a contractor or subcontractor offer cash/gift for special consideration regarding freight elevator service.
25. Repair and/or replace all materials adjacent to work affected areas outside the occupant's space to the satisfaction of Building Management.
26. Upon completion of the work, Occupant is to submit one complete set of the As-Builts, Building Department approved plans, the HVAC balancing report, and the Building Department sign-off to the Building Management office. Final Building

Department approved plans shall be submitted to Building Management in both print and CD ROM using Auto-Cadd.

27. All connections to the buildings electric service must be done by the building's approved electrical contractors. A certificate of filing prior to installations will be required with final sign-off or approval when applicable.
28. Occupant shall reimburse Building Management for all fees incurred for outside professional review of plans and specifications. (i.e. - Structural Engineer, Architectural, Mechanical Engineer)
29. No equipment is to be suspended from reinforcing rods.
30. Equipment shall be suspended with power house clips or steel beams depending on load.
31. All floor loading and steel work shall be subject to review by an approved building structural engineer. All approvals shall be obtained by the Occupant at Occupant's expense. Occupant shall also be responsible for the costs of all controlled inspections.
32. Welding to building steel is permitted with the following conditions. Proposed weld areas must be approved by the Building Engineer. All welding shall be performed by licensed welders meeting requirements of the Building Code and work under the supervision of a licensed inspection agency. Inspection agency to submit progress reports, difficulties, acceptance or rejection of the work, and file a certificate with the Building Department authorities attesting to the proper execution of the work. A copy of the welders' certificate of fitness shall be on file in the Building Management office prior to work commencing.
33. If, as a result of the work, any changes are required to be made to the Class E communication system (i.e., speaker relocation, addition, type/style, etc.) as presently filed, approved and installed, and a subsequent inspection by the New York City Fire Department and/or Building Department indicates their disapproval thereof, Occupant shall correct same at Occupant's sole cost and expense. As previously stated in paragraph 7 of this Section II, all work pertaining to the Class "E" System shall be performed by the Building's Class "E" vendor, Fire Code Inc.
34. Any alteration affecting, directly or indirectly, any areas that contain hazardous material, i.e. asbestos, shall be performed at Occupant's sole cost and expense, in compliance with the rules, regulations, procedures and guidelines, as amended or adopted from time to time, of New York City Local Law 76/85 and amended by Local Law 80/86, of the Environmental Protection Agency (EPA), Occupational Safety and Health Act (OSHA), and the National Institute for Occupational Safety (NIOSHA), with respect to standards for work causing, effecting or involving hazardous material; repair, containment, removal, disposal and/or cleaning operations. A consultant/Certified Hazardous Waste Inspector, will survey and approve the proposed abatement plan and also monitor the air quality testing and method of removal and submit to Building Management. The cost for this service will be at Occupant's expense. Occupant will relocate any personnel from the area where this type of alteration is being performed. Occupant agrees to cause such

rules, regulations, procedures and guidelines to be complied with. Occupant shall absolve and hold harmless 125 Broad Condominium and Managing Agent and any other party owning an interest in the property in which the work is being performed, their employees and agents, from any and all liability with respect to any failure to comply with any and all rules, regulations, procedures and/or guidelines, as amended or adopted from time to time.

35. Occupant shall obtain from Occupant's general contractor and all sub-contractors an agreement in form and substance satisfactory to Building Management protecting and indemnifying 125 Broad Condominium against any claims, damages, liabilities, costs or expenses including attorney fees in connection with any work or any portion of work affecting the premises demised to any other Occupant or services to be rendered to any other Occupant.
36. Any mechanic's lien, filed against the demised premises for the work claimed to have been done for or materials claimed to have been furnished to Occupant shall be discharged by Occupant at its expense within ten (10) days after such filing, by payment or filing of the bond required by law or otherwise. Proof of such discharge shall be forwarded to the Building Office immediately thereafter.
37. All work, if performed by a contractor's subcontractor, shall be subject to reasonable supervision and inspection by Building Management. If an outside consultant is required to review, such supervision and inspection shall be at Occupant's sole expense.
38. All costs and expenses incurred with respect to this agreement, either directly or indirectly, including amounts so incurred by Managing Agent, shall be borne by Occupant and all payments thereof shall be made by Occupant promptly as and when they become due, and evidence of such payments shall be furnished to Building Management upon request. All such costs and expenses incurred by Building Management, and all amounts payable to Managing Agent pursuant to this agreement, will be billed to the Occupant.
39. 125 Broad Condominium & the Managing Agent shall have no responsibility for or in connection with the work and Occupant shall, at Occupant's sole cost and expense, remedy and be responsible for any and all defects in such work that may appear at any time, whether the same shall affect the premises in particular or any part of the Building in general.
40. Nothing herein contained shall be deemed to (a) constitute any one individual as the Condominium's agent or (b) waive any of the Condominium's right pursuant to the terms of provisions of any specific agreement.
41. Nothing herein contained shall be deemed to supersede and/or contradict any article, provision and/or amendment to the officially executed agreement in effect upon inception of these alterations.

## **SUMMARY OF THE WORK**



### **Final Cleaning**

1. All induction units shall be thoroughly cleaned. If a contractor is working on a multi - tenanted floor, all toilet facilities must be kept in a clean and neat condition subject to Building Management's approval.
2. All elevator cabs, cab tops and shaftways shall be thoroughly cleaned by building elevator contractor at Occupant's sole cost.

### **General Notes**

1. Standards shown apply, except where any applicable governing codes or regulations are more restrictive, in which case such codes and regulations shall govern. It shall be the Occupant's full responsibility to make all arrangements and pay the building charges for hoisting, material moving, use of elevators and any labor in connection with the foregoing and any shutdown, and all allowable building working hours plus overtime hours.

### **Demolition**

1. Prior to any demolition, a demolition schedule must be provided to Building Management 24 hours in advance of the start of demolition. At which time, Building Management or their contractors shall have access to the space for inspection purposes. Demolition work must be performed by an approved 125 Broad Street Contractor.
2. Any existing alarm devices are to be protected and properly fastened at all times. Fire alarm wiring integrity should not be compromised. Building Class E vendor shall be contacted to disconnect or disable any devices, as necessary.
3. All water and HVAC system shutdowns will be performed by Building Engineers.
4. All HVAC duct mains & branches are to be capped after demolition.
5. All return air grills are to be covered while conducting demolition.
6. Dust proof barriers shall be erected to protect all elevators, stairwells, telephone, electric and data closets.
7. All floors and walls in freight elevator lobbies are to be protected with masonite. This will include the C1 freight elevator lobby.

## Precautions

1. Provide, erect and maintain lights, barriers, weather protection and all other items as required for the proper protection of the workmen engaged in demolition operation, public and adjacent construction. Provide and maintain weather protection at exterior openings so as to fully protect the interior premises against all damages from the elements. Provide and maintain temporary protection of the existing structure designated to remain where demolition and removal work is being done, connections made, materials handled, or equipment removed. Provide and maintain a temporary loop around the core floor so that the floor has water coverage during construction. If contractor chooses to install a loop, piping needs to be threaded and 2" in diameter. If contractor chooses not to install a temporary loop, the contractor shall provide a NYC Certified Firewatch at those times when the floor is unprotected by sprinkler coverage. Building Management will require a copy of the certificate of fitness from the Firewatch.
2. Occupant is responsible for any damage to the existing structure or contents by reason of the insufficiency of protection provided.
3. All base building items specifically designated for re-use but damaged in the course of work performed under the general contract, or otherwise unusable, shall be replaced by items of equal quality and appearance at no expense to the owner. The scheduling of all work and the removals of all debris shall be in full compliance with the building rules and regulations, including protection of floors and walls.
4. Demolition (excluding coring, chopping, chasing of concrete, and work which results in noise) may be done at all times provided that if Building Management receives complaints from other Occupants in the building and advises Occupant thereof, Occupant will perform all such demolition thereafter either before 8 A.M. or after 6 P.M. during normal working days.
5. Contractor shall use all means necessary to control dust if such dust is caused by operations during performance of work. Contractors shall thoroughly moisten all surfaces as required to prevent dust being a nuisance to other Occupants, public areas and also provide dust proof barriers between work and other areas. All public areas effected must be kept clean each day. **Any building mechanical system requiring cleaning as a result of construction will result in a charge to the Occupant.**

## **GENERAL CONSTRUCTION**

1. Partitions between Occupants on multiple tenancy floors and between Occupants and public corridors shall be constructed of 2 1/2" metal studs 16" on center with two (2) layer fire rated sheet rock, both sides from slab to underside of slab above with full thickness fiberglass aluminum backed insulation in accordance with applicable building codes. Gypsum wallboard to be taped and spackled a minimum of three (3) coats.
2. Building standard partitions, within Occupant's demised premises, shall consist of, at a minimum, 2 1/2" steel studs 24" on center to arch with one (1) layer of 5/8" fire rated sheet rock on each side. All wall butting mullions shall have a proper channel to receive the Gypsum wallboard.
3. If Occupant's partition layout interferes with existing fan coil units, the relocation of these units will be at Occupant's sole cost and expense including the material and labor overtime for the necessary drain down and refilling of system.
4. Entrance doors to be a 2 hour fireproof self-closing type with welded frame. All wood doors shall have a fire label. All hollow metal doors shall be properly fire rated if they are located in rated partitions with visible label.
5. All woodwork shall be fireproofed and a New York City affidavit of certification must be furnished.
6. All locks shall be keyed and mastered to building setup. Keys must be supplied to the building manager. All hardware shall be ADA compliant. (Lever type)
7. Any contractor engaged by Occupant to perform the work shall make available fire extinguishers based on the following:
  - Alterations up to 3,000 sq. ft. - one fire extinguisher
  - Alterations over 3,000 sq. ft. - one fire extinguisher for every additional 3,000 sq. ft.
  - Said fire extinguishers shall be 25 lb. type approved for type A, B, C fires and shall be kept and maintained on the premises by Occupant's contractor for the duration of the work and be placed and identified in a conspicuous manner so as to be readily available if required.
8. All common areas shall meet Department of Buildings' requirements or requirements of other agencies having jurisdiction.

## **ELECTRICAL SPECIFICATIONS**

1. All base building electrical work and tie-ins to be performed solely by the building's approved electrical contractors.
2. All wiring shall meet requirements of the Department of Water Supply, Gas and Electric and of Underwriter's Laboratory. All electrical devices are to meet New York City code.
3. All wiring to meet New York City code.
4. Sealite to be used for final connection to motors. Prewired flexible conduit to be used for recessed fixtures.
5. All wire to be minimum 12 gauge copper THWN.
6. All fixtures that are removed and reinstalled shall be cleaned and re-lamped and ballast changed to energy efficient types as approved by Con Edison (Except when matching to existing).
7. Any fixtures being removed and not reinstalled, shall be turned over to Building Management.
8. All coring, chopping, chasing of concrete and work which results in noise shall be accomplished before 8 A.M. or after 6 P.M. during normal working days.
9. All open floor outlets shall be capped with appropriate blanking plate.
10. Conduits larger than 2" shall be rigid aluminum.
11. All branch circuit and feeder wiring shall be tagged at each box or panel. Tags shall indicate circuit number and phase. All panels, cover troughs, switch covers and trim to be restored to its proper place. Panel directory shall be updated to reflect changes.
12. All existing or new wiring for switches, fixtures, devices, outlets, ceiling and related elements on approved shop drawings located with the demised area, shall not carry over control to or controlled by any devices or adjacent space.
13. Home runs shall be indicated on plans. Rigid conduit, BX or thin wall tubing shall be used throughout. 1/4" minimum size.
14. Light fixtures shall be Con Edison energy efficient.
15. All conduit shall be supported by standoffs, not wired to ceiling supports.
16. All electrical boxes shall meet code requirements.

17. If excessive electrical power is required, it is to be taken from the main distribution board and not from existing Building panels.
18. Plans with requirements shall be submitted to Building Management to determine riser capacity.
19. Building Mechanic or Engineer shall supervise all riser shutdowns.
20. All connected electric loads shall be metered by approved meters at the Occupant's cost. Location is at the review of Building Management and the Occupant will be billed monthly for usage as per their agreement with Landlord. All installations are at Occupant's cost.

### **FIRE ALARM SYSTEMS**

1. All fire alarm sub-panels must be connected to the building Class E system and tested as per NYC codes.
2. Installation of smoke detector will be required in telecommunication closets containing electrical equipment.
3. Proper firestopping is required for all conduit and piping penetrations between floors and walls.

## SPECIFICATIONS FOR AIR CONDITIONING

1. Occupant shall be responsible for alternations to existing air conditioning ductwork or systems and for insuring that such work is properly integrated into existing Building systems with no adverse effects on the Building system. Building Management shall not be responsible for the proper HVAC design or balancing within the area of any Occupant Alteration. The system shall be balanced at the completion of the job. **(NOTE: Floors C3 through 19 are supplied with 42 degree F. glycol; Floors 20 through 40 are supplied with 62 degree F. condenser water.) If any glycol is removed from the system, during construction, it must be stored in proper containers and returned to the system. If not, then it must be disposed of properly.**
2. All air conditioning components shall be reviewed by Building Management.
3. Additional outside louvers are not permitted except with the consent of Landlord, which may be withheld at Landlord's sole discretion. The location of such louvers shall be subject to Landlord's Representatives and Building Management's approval. Detailed sketches of all louvers shall be submitted for Building Management's approval.
4. All shut off valves shall be accessible at all times, and tagged. All wet taps must be approved by Building Management, prior to any work.
5. All unused equipment, such as air handling units and air conditioning units shall be removed.
6. Exhaust fan system must discharge to the atmosphere based on usage, not in ceiling or existing Building return air systems.
7. All condensate lines must be insulated with an approved material.
8. Supplementary A/C units to be installed with the proper isolators so as not to disturb the quiet enjoyment of adjoining premises.
9. It is to be understood that periodic maintenance of auxiliary A/C units is the Occupant's responsibility and expense. All filing and inspection requirements are Occupant's responsibility.
10. All supplementary units connected to the building supplemental plant shall be metered by approved meters at the Occupant's cost. Location is at the review of Building Management and the Occupant will be billed monthly for usage as per their agreement with Landlord. All installations are at Occupant's cost.
11. Supplemental cooling units shall not contain a by-pass line.

12. Occupant shall furnish design balancing figures to the Building Management Office.
13. Thermostats and control valves located on perimeter induction units shall be tested for proper operation prior to major construction. An inspection shall be conducted by Building Management and the HVAC contractor.
14. The Occupant is responsible for the final cleaning of all induction units after any renovation.

### **PLUMBING RULES AND REGULATIONS FOR ALTERATIONS**

1. All water supply to a floor shall originate on the same floor from nearest wet column with proper access for maintenance. Pipes supplying such fixtures shall be insulated.
2. All piping, fitting, valves, etc. shall be properly insulated to prevent pipe condensation and/or heat loss.
3. Cooper tube must be used to all supply service connections.
4. All waste lines shall be properly pitched and piped to insure total drainage, as not to create nor form traps (except as may be required, e.g. made by means of long turn or 45 degree "Y" fittings), and shall maintain existing clean-out connections and shall further provide clean-out connections at fittings.
5. All piping shall conform to the Plumbing Code, Dept. of Buildings, City of New York.
6. Subject to Building Management approval, core drilling, chopping, chasing of concrete and work that results in noise shall be accomplished before 8 A.M. or after 6 P.M., during normal working days.
7. All piping runs in the Occupant areas are to be accessible.
8. No water risers shall be shut down during normal building hours. A Building Engineer shall supervise all riser shutdowns.
9. No plastic pipe will be permitted.
10. Sweat joint must be made with a silver based alloy solder.
11. All unused fixtures and piping shall be capped at its respective riser.
12. All run-outs from risers shall be brass pipe.

13. Any welding or brazing during normal business hours is subject to the following:
  - Contractor is responsible for providing a NYC Certified Firewatch during the welding or brazing.
  - Copies of the Certificates of Fitness for both the Firewatch and Torch Handler are to be provided to Building Management prior to welding or brazing.
  - Property Management can require proper smoke control methods at their discretion.
  
14. All hot water heating units shall be metered by approved meters at the Occupant's cost. Location is at the review of Building Management and the Occupant will be billed quarterly for usage as per their agreement with Landlord. All installations are at Occupant's cost.

### **SPRINKLER**

1. All sprinkler drawings shall contain hydraulic design criteria.
2. Also a placard containing this information shall be provided to Building Management for posting at the main control shut-off valve.

### **VENETIAN BLINDS AND CURTAINS**

1. No curtain rods are to be installed in venetian blind pockets.
2. Curtain rods shall not be supported by any part of the acoustical tile. Rods shall be supported by headers attached to the ceiling's mechanical supports of black iron.
3. If curtains are to be installed by any Occupant, such curtains shall be flame proof and shall not interfere with the proper functioning of the peripheral HVAC system. A Certificate of Flammability must be sent to the Building Office.

### **CEILINGS**

1. All ceilings shall meet all requirements of New York City Department of Buildings.
2. All ceilings are to be supported independently and not from ductwork. Ceiling installation shall be approved by Building Management for accessibility.



## **SPECIFICATIONS FOR TELEPHONE INSTALLATION AND LOW VOLTAGE WIRING**

1. All wall and fire alarm wiring shall comply with New York City code.
2. No more than 6' of cable or wire can be run exposed along any wall. No exposed wiring to run along the floor. All such wiring must be properly covered.
3. When applicable, no excess wire or panels may be left inside the peripheral induction unit and enclosed.
4. Ceiling tiles and light fixtures are to be replaced by qualified personnel. If building personnel are required to reinstall fixtures and tiles, charges to the Occupant will result.
5. Prior to any new installations, all old or obsolete wiring must be removed. All new exposed cabling, that is run in the ceiling, must be individually hung and supported and not be dependent upon support of building hung ceiling.
6. Open communication cables may be run in spaces used as return air plenum provided they are jacketed conductors with Teflon insulation, silicon rubber insulated with glass tape, or other conductors approved for this type of application. All other types of cable must be installed in a raceway, pipe, thin wall or conduit. All piping and conduit must comply with New York City Electrical Code. In ceilings that do not convey environmental air, open communication wiring of any type may be installed.

**Contingencies:**

This consent shall be no force and effect unless and until it is signed by you and returned to Building Management within ten (10) days of the date of this letter, acknowledging your consent to the foregoing.

Very Truly Yours,

Cushman & Wakefield US, Inc.  
as agent for 125 Broad Condominium  
125 Broad Street

Property Management

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

ACCEPTED AND AGREED:

Occupant:

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

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

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

Vendor:

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

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

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

**EXHIBIT A**  
**CUSHMAN & WAKEFIELD US, INC.**  
**INDEMNITY CLAUSE**  
**FOR CERTIFICATE OF INSURANCE**

To the fullest extent permitted by law, the Contractor hereby agrees to indemnify and hold harmless 125 Broad Condominium, Cushman & Wakefield US, Inc. and any of their respective agents, subsidiaries, employees, partners, officers, directors and principals (disclosed or undisclosed) (collectively, the "Indemnitees") from and against all claims, losses damages, costs, expenses and other liabilities (including, without limitation, attorney's fees and disbursements and liability, if any, for the payment of worker's compensation or disability benefits) arising out of or resulting from the performance of the services called for under these Building Rules and Regulations, to the extent that any such claim, loss, damage cost, expense or other liability is attributable (i) to personal injury, sickness, disease or death, or (ii) to injury to or destruction of property, including, but not limited to the loss of use resulting therefrom, and is caused, in whole or in part, by the acts or omissions of the Contractor or its subcontractors or their respective agents or employees including, without limitation, the Contractor's or its Subcontractor's failure to comply with all laws, ordinances, rules, regulations and requirements or any governmental authorities having jurisdiction over the services hereunder, including those governing the removal and disposal of toxic or hazardous waste. The Contractor shall defend any action brought against the indemnitees which is based on any claim, loss, damage, cost, expense or liability referred to herein. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist for the benefit of any indemnitee.

As it concerns any and all claims against the indemnitees by any of the Contractor's employees, anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation hereunder shall not be limited in any way or by any limitation on the amount or type of damages, compensation or other benefits payable by or for the Contractor under worker's or workman's compensations acts, disability acts or other employee benefit acts.

**EXHIBIT B**

**Filing For Certificate of Insurance  
125 Broad Street  
New York, NY 10004**

**CONTRACTORS (Vendors) CONTRACTED BY TENANT**, at 125 Broad Street. The certificate is to have a minimum of \$5,000,000.00 liability coverage and be made to read as follows:

**CONTRACTORS CONTRACTED BY A TENANT**

<b>Insured</b>	Contractors full name and address
<b>Certificate Holder</b>	<b>TENANT'S NAME</b> 125 Broad Street, New York, NY 10004
<b>Listed as additional insured</b>	The 125 Broad Condominium, Cushman & Wakefield US, Inc., Sullivan & Cromwell, LLP, 125 Acquisition LLC, American Civil Liberties Union, Wells Fargo Bank N.A. its successors and/or assigns, JP Morgan Chase, its successors and/or assigns, and their respective subsidiaries, affiliates, partners, officers, agents, and employees are included as additional insured with respect to 125 Broad Street, New York, NY 10004.

**Per our mandates, in order for work to begin at 125 Broad Condominium, 125 Broad Street, New York, NY 10004, we require evidence of General Liability, Automobile Liability, Excess Liability and Worker's Compensation Insurance. This office must receive a Certificate of Insurance and Agreement Letter signed by both the tenant and their vendor before any work will be allowed to begin.**

**The General Aggregate Limit must be written on a "per location" basis.**

<b>General Liability</b>	<b>Minimum</b>	<b>Excess Liability</b>
Each Occurrence	\$2,000,000	Each Occurrence \$5,000,000
Products/Completed Ops.	\$1,000,000	
General Aggregate	\$2,000,000	
Fire Damage	\$1,000,000	
Personal & advertising Injury	\$1,000,000	
<b>Automobile Liability (Any Auto)</b>		<b>Worker's Compensation</b>
Combined Single Limit	\$1,000,000	Each Accident \$500,000
		Disease Policy Limit \$500,000
		Disease-Each Employee \$500,000

**Please remember that all work and deliveries will be prohibited until the Certificate of Insurance and Agreement Letter reaches this office.**

**EXHIBIT B**

**LETTER TO BE PLACED ON TENANT LETTERHEAD**

<<Date>>

Via Email

<<Vendor Contact Name>>

<<Vendor Company Name>>

<<Vendor Address 1>>

<<Vendor Address 2>>

Re: Insurance Requirements for Contractors/Vendors

Dear <<Contact Name>>:

In order to commence and/or continue providing services or performing work at 125 Broad Street, NY, NY 10004, please indicate your acceptance of the terms of Exhibit A – Insurance Requirements for Contractors (attached), by signing below. This agreement and Exhibit A, as executed, shall be deemed part of the proposal and order for the work and services that you (and/or any of your subcontractors) are performing/providing, shall supersede any conflicting provision of your proposal, order, or other documents which you may have provided or referenced, and shall apply to **ALL** work or services that you are currently performing/providing, or shall perform/provide in the future, at 125 Broad Street, New York, NY 10004. If you have not already done so, please provide copies of the insurance certificates and endorsements required to comply with Exhibit A.

Sincerely,

***{Insert your signature, name, title, and contact information}***

\_\_\_\_\_  
On Behalf of Contractor/Vendor (Signature)

\_\_\_\_\_  
(Print Name, Title and Company Name of signatory)  
(Date)

(Attachments)

## EXHIBIT B

### Letter Exhibit A – Contractor’s Insurance Requirements

Contractor (which term, for purposes of this Exhibit, will include subcontractors of Contractor of every tier), at its/his sole cost and expense, will procure and maintain insurance with the following minimum limits and coverages.

- a. Commercial General Liability (CGL) with insurance limits of not less than **\$2,000,000** General Aggregate Limit; **\$2,000,000** Products-Completed Operations Aggregate Limit; **\$1,000,000** Personal & Advertising Injury Limit; **\$1,000,000** Each Occurrence Limit; **\$50,000** Fire Damage Legal Limit; **\$5,000** Medical Expenses Limit.
- b. Business automobile liability insurance, including non-owned and hired automobile coverage, with a combined single limit of not less than **\$1,000,000**.
- c. Statutory Workers’ Compensation and Employers Liability insurance covering all employees of Contractor providing services to Client (defined as Sullivan & Cromwell LLP) with the following Employers Liability limits: Bodily Injury by accident - **\$500,000 each accident**; Bodily Injury by disease - **\$500,000 policy limit**; Bodily Injury by disease - **\$500,000 each employee**. The policy shall include a Waiver of Our Right to Recover from Others endorsement WC 00 03 13, naming the Client Parties (defined as, Sullivan & Cromwell LLP, 125 Acquisition LLC, The 125 Broad Condominium, Cushman & Wakefield, Inc. American Civil Liberties Union, Wells Fargo Bank N.A, ISAOA, JP Morgan Chase N.A. ISAOA, and their respective affiliates, agents, partners, employees, managers, and representatives) on the endorsement.
- d. Contractor’s Pollution Liability insurance with a limit of not less than **\$1,000,000** per occurrence and **\$2,000,000** Aggregate covering all operations contemplated under the agreement.
- e. Umbrella liability insurance with a limit of **\$10,000,000** in excess of the insurance policies required in subsections a, b, and c above.
- f. Contractor will maintain such other insurance with such limits as Client may reasonably require, given the nature and/or the extent of the service or work that is required to be performed by Contractor.

All of the insurance policies of Contractor shall be primary insurance, and not be contributing with, nor be in excess of, coverage that Client or the Client Parties may carry or may have available. All insurance policies required to be maintained by Contractor shall be issued by an insurance company or companies authorized to do business in the State where the services or work is to be performed.

All liability insurance purchased and maintained by Contractor (other than Workers’ Compensation and Employers Liability insurance) shall include the Client Parties as additional insureds.

Copies of insurance certificates and applicable policy endorsements complying with the insurance requirements shall be furnished by Contractor to Client before Contractor begins work. Client may require Contractor to provide complete copy(ies) of Contractor’s insurance policies and/or policy endorsements. Approval of Contractor’s insurance by Client, shall not relieve the liability of Contractor hereunder.

If any of Contractor’s insurance policies requires that Contractor must have a written agreement with the Client Parties to provide the Client Parties with the protection of Contractor’s insurance (such as, but not limited to, insured status for the Client Parties, waiver of insurer’s rights of recovery, and Contractor’s insurance applying on a ‘primary and non-contributory’ basis) then, to the limited extent required by such insurance policies, this agreement shall be construed as a written agreement between Contractor and each of the Client Parties.

With respect to any loss resulting:

- a. from property damage liability, bodily injury liability, personal and advertising injury liability, and/or medical payments (as these terms are generally understood in insurance policies then in effect covering automobile liability, commercial general liability, and/or workers compensation and employers liability), and/or,
- b. from or for damage to Contractor’s property, or to property under Contractor’s care, custody, or control (including any indirect or consequential loss arising from such property damage), which loss is covered by any insurance carried (or required to be carried under this agreement) by or for the benefit of Contractor, Contractor (and any person and/or entity claiming through Contractor) hereby releases Client, and each of the Client Parties, and waives any claim, based on negligence or otherwise, against Client and the Client Parties. Any deductible and/or self-insured retention under such insurance shall be deemed to be insurance carried by or for the benefit of Contractor.

## EXHIBIT C

### NY Forward Business Safety Plan Affirmation Requirements

Link to access the NYS Forward Affirmation form:

<https://forms.ny.gov/s3/ny-forward-affirmation>

Business Affirmation

MM/DD/YY, 11:01 AM



## Business Affirmation

We have received your reopening affirmation on MM/DD/YYYY at 11:00 am.

*Print or take a screenshot of this page for your records.*

Your next step is to create and post your NY Forward Business Safety Plan.

[Download the NY Forward Business Safety Plan Template](#)

*I am the owner or agent of the business listed. I have reviewed the New York State interim guidance for business re-opening activities and operations during the COVID-19 public health emergency and I affirm that I have read and understand my obligation to operate in accordance with such guidance.*

### **Business Name**

Contact Name

(555) 555-5555

contact.name@businessname.com

Address Line 1

Address Line 2