

IFB Attachment 5
Building Rules and Regulations

IFB #3121

EXHIBIT 8
BUILDING AND CONSTRUCTION GUIDELINES

The Parties and the Occupying Agency agree that the certain sections of the Lease allow the Tenant and the Occupying Agency to perform work in the Then Current Premises or the Basement Space (the foregoing is hereinafter collectively referred to as the "Tenant Work.") Specifically, the Tenant and the Occupying Agency have the right to: (a) install, use, repair, replace and maintain Utility Services between points of access to the Building and the Then Current Premises pursuant to Section 13 of the Lease; (b) make minor alterations or installations, within the Then Current Premises or the Basement Space, including, but not limited to, carpeting, security equipment features, data or telephone installations and the installation of related equipment pursuant to Section 33 and (c) contract directly for alterations or improvements, other than those allowed for in Section 33 of this Lease, that may subsequently be required by the Occupying Agency, in the event the Landlord and the Tenant cannot agree on the cost of the work, provided, however, that any Tenant-selected contractors shall be subject to the Landlord's reasonable approval, and in no event shall such work involve structural alterations or the modification of building-wide systems. In the event that the Tenant or the Occupying Agency undertakes the Tenant Work, the following guidelines will be complied with:

1. At the beginning of the Tenant Work, the Tenant, the Occupying Agency and their contractor shall coordinate with building management office. The contractor and the Fire and Life Safety Director of the Building shall check the fire alarm equipment, within the alteration site, to ascertain the condition of same.
2. All construction materials shall be delivered to the job in proper containers and stored in the work area. Waste, excess-building materials, tools or equipment shall not be stored or allowed to accumulate in corridors or stairwells or elevator lobbies.
3. Any and all New York City Department of Building ("NYCDOB") filings for the Tenant Work must be completed by the Landlord's designated filing representative. The Landlord will not sign NYCDOB permit applications which have been prepared by a filing representative not designated to the property by the Landlord.
4. The proposed Tenant Work must comply with the

Administrative Code of the City of New York and the Rules and Regulations of the Housing and Development Administration of the City of New York, and any other governmental agencies having or asserting jurisdiction, and with the requirements of the National Board of Fire Underwriters of The New York board of fire Underwriters, and other similar organizations and of Landlord's insurance companies insuring the Building.

5. The Tenant and the Occupying Agency agree that the exercise of their rights pursuant to the provisions of these Building and Construction Guidelines shall not be done in a manner which would create any work stoppage, picketing, labor disruption or dispute or violate union contracts affecting the land and the Building nor unreasonable interference with the business of the Landlord or any tenant or occupant of the Building.
6. Vendor(s) will comply with the Industrial and Commercial Incentive Program ("ICIP") rules and regulations, if in fact the Building is designated ICIP, including but not limited to all submissions, filings, and coordination with the Landlord's consultant. ICIP designations will be provided as needed.
7. All structural and floor loading requirements shall be subject to the prior approval of the Landlord's structural engineer at the Tenant's expense, on behalf of the Occupying Agency, and such approval shall not be unreasonably withheld, conditioned, or delayed.
8. All mechanical, HVAC, plumbing, sprinkler, and electrical requirements shall be subject to the approval of the Landlord's mechanical and electrical engineers, at the Tenant's expense, on behalf of the Occupying Agency, and such approval shall not be unreasonably withheld, conditioned, or delayed. When architectural drawings are incomplete or unclear, the Landlord will require engineering and shop drawings, which drawings must be approved by the Landlord before work is started, and such approval shall not be unreasonably withheld, conditioned, or delayed. Drawings are to be prepared by or on behalf of the Tenant or the Occupying Agency and all approvals shall be obtained by the Tenant or the Occupying Agency at Tenant's expense, on behalf of the Occupying Agency. The Tenant, on behalf of the Occupying Agency, also agrees to

pay the reasonable charges of the Landlord or managing agent or any other representative of the Landlord for the review and processing of the Tenant or the Occupying Agency's request for approval of the Tenant Work and of the related plans and specifications. Supply one digital copy of drawings to the Landlord's VP of Construction whose e-mail is gianna.pilalis@slgreen.com and two (2) half-size hard copy of drawings to the management office located on the concourse of the Building. The Landlord shall notify the Tenant and the Occupying Agency of any changes in the contact information.

9. All demolition shall be supervised by the Landlord's representative at the Tenant's expense, on behalf of the Occupying Agency, and the Tenant, on behalf of the Occupying Agency, shall pay the Landlord's or such representative's reasonable charges for such supervision and inspection, in accordance with Article 11-A of the New York State Finance Law.
10. Elevator service for construction work shall be charged to the Tenant, on behalf of the Occupying Agency, at the then current Building rates. Arrangements for elevator use shall be made with property manager by the Tenant, or the Occupying Agency, a reasonable time, but no less than 24 hours, in advance of the time they are required and such use shall be subject to prior commitments and the requirements of other tenants and the Landlord. No material or equipment shall be carried under or on top of elevators. If an operating engineer is required by any union or building regulations, such engineer shall be paid for by the Tenant, on behalf of the Occupying Agency.
 - i. Freight Elevator Specifications are as follows:
 - a. Exterior Door Width 47" x 83"
 - b. Interior Height 10'
 - c. Interior Depth 6'6"
 - d. Interior Width 7'7"
 - e. Maximum Weight 4,500 lbs (any dead weight over 2,000 lbs requires a "safe lift" team)
11. Infringement, by plumbing or Utility Service, as that is defined in Section 13 of this Lease, lines required for the Tenant Work, in another tenant's space or any portion of the Building other than the Then Current Premises, shall be subject to and performed in accordance with the requirements of Section 13 of this Lease. In addition, it shall be

Tenant's full responsibility to coordinate any approval, and a letter of approval of same for both location and installation from such other tenant or (in the case of public portions of the Building) from Landlord must be obtained by Tenant. All protection required to protect other tenant space, including but not limited to drip pans and alarms is the responsibility of the Tenant or the Occupying Agency.

12. If shutdown of risers and mains for electrical, HVAC, sprinkler and plumbing work is required, such work shall be supervised by the Landlord's representative at the Tenant's expense, on behalf of the Occupying Agency. No work will be performed in Building mechanical equipment rooms without the Landlord's approval, which shall not be unreasonably withheld, conditioned, or delayed, and must be performed under the Landlord's supervision at the Tenant's expense, on behalf of the Occupying Agency. The Tenant, on behalf of the Occupying Agency, shall pay the Landlord's reasonable charges for the Landlord's supervision pursuant to this paragraph, in accordance with Article 11-A of the New York State Finance Law.
13. The Tenant or the Occupying Agency shall require their contractor to:
 - ii) Have a superintendent or foreman on the Then Current Premises or the Basement Space at all times.
 - iii) Police the job at all times, continually keeping the Then Current Premises or the Basement Space orderly.
 - iv) Maintain cleanliness and protection of all areas including elevators and lobbies.
 - v) Protect the front and top of all peripheral HVAC units, if any, and thoroughly clean their exterior and interior at the completion of work.
 - vi) Avoid the disturbance of other tenants.
 - vii) Maintain all postings required by OSHA, DOB, FDNY, etc.
14. If any person performing the Tenant Work damages the Building or any of its equipment or facilities or causes the Landlord to do additional work such as clean-up, that person shall pay the Landlord's reasonable charges for

repairing such damage and for such additional work and the Tenant and the Occupying Agency shall use all reasonable efforts to assist the Landlord in recouping such costs. Notwithstanding the foregoing, repairs that are required as a result of the negligence of the Tenant and/or the Occupying Agency or their officers and employees, when acting within the course and scope of their employment, shall be performed by the Landlord, at the Tenant or the Occupying Agency's cost, as the case may be in accordance with Section 18 of this Lease.

15. All equipment and installations must be equal to the reasonable standards adopted by the Landlord for the Building. Any deviations from Building standards will be permitted only if requested in writing and approved by the Landlord in writing, which approval shall not be unreasonably withheld, conditioned, or delayed.
16. A properly executed air balancing report signed by a professional engineer shall be submitted to the Landlord upon the completion of all HVAC work.
17. Upon completion of the Tenant Work, the Tenant shall submit to the Landlord a properly executed Form 23 and/or other documents indicating total compliance with, and a final approval by the Department of Buildings, of the Building Notice or Alteration Notice.
18. The Tenant shall submit to the Landlord two copies of a final "as-built" set of drawings, showing all items of the Tenant Work in full detail and PDF.
19. The Tenant, on behalf of the Occupying Agency, shall pay all costs and expenses of complying with the obligations of these Rules, in accordance with Article 11-A of the New York State Finance Law.
20. Nothing in these Rules is intended to waive any other obligations or requirements imposed on the Tenant or the Occupying Agency in the Lease.
21. Prior to and during construction, the Tenant or the Occupying Agency's contractor is to advise the Landlord immediately upon discovery of asbestos within the area under construction. The Contractor is to furnish to the Landlord or its agent immediately, the procedures that will be used for the control, removal, or the encasement of asbestos in

accordance with Local Law 76/85 and Local 70/85. The Tenant or the Occupying Agency's contractor is to also furnish the necessary affidavits, verifying that proper control of the asbestos have been accomplished in accordance with Local Law 76/85 and 70/85 and is to submit all such documents to the Landlord or its agent. All work in connection with such testing, removal or encasement of asbestos will be paid in compliance with Article 11-A of the New York State Finance Law, at the sole cost and expense of the Tenant, on behalf of the Occupying Agency.

22. The Tenant shall submit to property manager a request to perform the Tenant Work. The request shall include the following enclosures:

- i) A list of the Tenant or the Occupying Agency's contractors and/or sub-contractors and/or mechanics for the Landlord's approval, which shall not be unreasonably withheld, conditioned or delayed;
- ii) Four complete sets of plans and specifications, including, but not limited to, demolition, construction, HVAC, electric, reflected ceiling, painting and finish schedule, hardware schedule, telephone and power, and detailed schedule of electric load required for the Tenant's Then Current Premises or the Basement Space (as applicable). All plans are to be properly stamped by a registered architect or professional engineer. All of the above is also to be sent in electronic version.
- iii) A properly executed building notice form or alteration form; engineer's statement "B" if HVAC work is to be performed; plumbing specification sheet if any plumbing change is to be performed; Form 10F if any controlled inspection is required. These forms shall be prepared for the Landlord's signature, which shall not be construed as an approval of the work shown and/or specified on the plans. The Landlord's signature is only an authorization to file the required Building department forms.
- iv) Four executed copies of the Insurance Requirements Agreement in the form attached to

these Rules from the Tenant or the Occupying Agency's general contractor and, if requested by the Landlord, from each of the general contractor's subcontractors.

23. The Tenant shall obtain Department of Building's approval of plans and a permit from the Department of Buildings. The Tenant shall be responsible for keeping current all permits. The Tenant shall submit copies of all approved plans and permits to the Landlord and shall post the original permit on the Then Current Premises or the Basement Space prior to the commencement of any work. All work, if performed by a general contractor or subcontractor, shall be subject to reasonable supervision and inspection shall be at the Tenant's sole expense, on behalf of the Occupying Agency. Permits must be posted at job site in a conspicuous location and kept in the building office at all times.
24. All fire exits shall be kept clear and accessible at all times. Fire doors also must latch.
25. Any welding, soldering, or other activities requiring excessive heat or open flame shall be performed before 8:00 a.m. or after 7:00 p.m. during the week or on weekends. Welding activities shall be performed only by a 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 office twenty-four (24) hours in advance to have the Class "E" system temporarily taken off-line.
26. All fireproofing on steel must be repaired if damaged, missing, or non-code compliant by the Landlord in accordance with Section 18 of this Lease. Contact the Chief Engineer/Superintendent through the Building Manager's office for inspections and approval before installing ceilings. All openings made in ceilings, columns, walls, floors, etc., must be properly sealed (fire stopped).
27. All abandoned ductwork, conduit, wiring, or piping not necessary for new construction use must be removed from hung ceiling areas and floor ducts.

28. Any attachments of walls, framing, or other construction elements to window mullions are not permitted. Proposed details of termination of walls at mullions must be submitted by the contractor to the Landlord for approval, which shall not be unreasonably withheld, conditioned, or delayed.
29. Installation of any finish on convector/radiator enclosures, or any location which would inhibit the operation of windows is prohibited.
30. 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 cost, move all obstructions if so requested by building management.
31. All signage visible from outside of the Building must be submitted to Landlord for comment and approval prior to installation, which shall not be unreasonably withheld, conditioned, or delayed. Nothing in this provision shall be deemed to be inconsistent with the provisions of Section 36 of this Lease.
32. All work to be performed by or on behalf of the Tenant or the Occupying Agency shall be done in a manner, which will not interfere with or disturb other tenants and occupants of the Building.
33. All work that inconveniences or disturbs other tenants must be scheduled before Normal Business Hours, as that term is defined in Section 13 of this Lease. The building manager reserves the right to stop any work during Normal Business Hours that causes a disturbance, at no cost to the Landlord.
34. The use of freight elevators for hoisting contractor's material, equipment, rubbish, must be arranged with the building manager and superintendent to avoid conflict with regular building operations. If major quantities of contractor's material are being brought to the job, exclusive use of the freight car before and after Normal Business Hours, as that term is defined in Section 13 of this Lease, is to be instituted. The Tenant, on behalf of the Occupying Agency is responsible for all overtime elevator charges and the same shall be paid in accordance with Article 11-A of the New York State Finance Law.
35. All construction deliveries shall be made during off-hours. Deliveries can be made outside of Normal Business Hours, as

that term is defined in Section 13 of this Lease. There is a minimum of four hours on the weekend.

36. 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.
37. Do not place equipment, partitions, furniture, or any other tenant installation outside the Then Current Premises or the Basement Space.
38. Do not locate equipment, partitions, fixed installations, or other facilities in areas that might block or interfere with necessary access, entrances or exits. Storage of materials must comply with 50lbs/sqft for floor loading.
39. Smoking is prohibited at all times throughout any Landlord owned or managed property.
40. If the Tenant or the Occupying Agency enter into any contracts for work in the Then Current Premises or the Basement Space, the Tenant or the Occupying Agency, as the case may be, shall notify contractors and subcontractors that liens are not to be placed against the Landlord, or the Landlord's interest in the Building, the Then Current Premises or the Basement Space or the real property or which the Building and the Then Current Premises or the Basement Space are a part. Neither the Tenant or the Occupying Agency shall permit any liens to be filed against the Building, the Then Current Premises or the Basement Space or the real property or which the Building and the Then Current Premises or the Basement Space are a part. Subject to the availability of lawful appropriations, and consistent with Section 8 of the New York State Court of Claims Act, the Tenant and the Occupying Agency shall hold the Landlord harmless from and indemnify it for any final judgment of a court of competent jurisdiction for damage caused by the Tenant or the Occupying Agency to the extent attributable to the negligence of the Tenant, the Occupying Agency or their officers or employees when acting in the course and scope of their employment in the performance of its obligations under this section.
41. Subject to the availability of lawful appropriations and consistent with Section 8 of the New York State Court of Claims Act, the Tenant and the Occupying Agency shall hold

the Landlord harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of Tenant, the Occupying Agency or of their officers or employees when acting within the course and scope of their employment.

42. Engineering calculations or system configurations contained in the submitted documents are the sole responsibility of the Tenant or the Occupying Agency and that of their architects/engineers.
43. 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, the Tenant and the Occupying Agency agree that at their sole cost and expense, and within a reasonable time after receiving notice of same, to have said violation corrected and obtain a Notice of Dismissal from the department having jurisdiction and governing same.
44. 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, on behalf of the Occupying Agency, in accordance with Article 11-A of the New York State Finance Law. Subject to the availability of lawful appropriations and consistent with Section 8 of the New York State Court of Claims Act, the Tenant and the Occupying Agency shall hold the Landlord harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of Tenant, the Occupying Agency or of their officers or employees when acting within the course and scope of their employment.
45. Tenant shall be approved to construct only the improvements shown on drawings provided as part of any alterations in accordance with Sections 33 and 34 of this Lease. Any deviations from the drawings shall be submitted as a change in scope and be provided to the Landlord.
46. If the scope of work requires access to spaces other than the Then Current Premises or the Basement Space, arrangements for access will have to be made by Tenant or the Occupying Agency with the building superintendent.
47. The project architect and/or engineer must certify at project completion that the improvements were built in accordance

with the plans.

48. The New York City Building Department signs off at completion of job.

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

ELECTRICAL

1. Home runs shall be indicated on plans. Rigid conduit shall be used throughout, 3/4" minimum size. Thin wall tubing is permitted.
2. Light fixtures shall be Building standard or as previously approved by the Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed. Nothing in this provision shall be deemed to be inconsistent with the provisions of Section 11 of this Lease.
3. All conduits shall be supported by standoffs, not wired to ceiling supports. All conduits shall be concealed.
4. All electrical boxes shall meet code requirements.
5. All unused conduit and wiring shall be removed.
6. All wiring shall meet the requirements of the New York Department of Water Supply, Gas and Electricity and of Underwriter's Laboratory. No wiring molding shall be permitted.
7. Special power shall be taken from main distribution board and not from existing Building panels and in any case shall be subject to the Landlord's approval, which approval shall not be unreasonably withheld, conditioned, or delayed.
8. Plans with requirements shall be submitted to the Landlord to determine riser capacity.
9. The Tenant, on behalf of the Occupying Agency, shall pay for all electrical design and lay-out costs for related work, in compliance with Article 11-A of the New York State Finance Law.

10. If the Tenant's Work requires amperage or other Building electrical equipment above the Building standard or the amperage or the equipment, then serving the Then Current Premises or the Basement Space, whichever is less, the Landlord shall have the right to refuse to approve the Tenant's Work. If the Landlord is willing to provide additional amperage or electrical equipment, it shall only be provided pursuant to a separate agreement pursuant to which the Tenant, on behalf of the Occupying Agency shall agree to pay the Landlord's charges for such amperage available in the Building or bringing such service to the Then Current Premises or the Basement Space and for the on-going furnishing of additional electric current to the Then Current Premises or the Basement Space, in compliance with Article 11-A of the New York State Finance Law.

TELEPHONE/DATA

1. All telephone/data wires shall be concealed in conduit or thin wall tubing.
2. No telephone or data wire shall run loose in the ceiling.
3. Telephone and/or wire will be permitted to be run loose in peripheral enclosures only.
4. No telephone or data wire shall be run exposed on baseboards or walls.

PUBLIC AREAS

1. All public areas shall meet Department of Buildings' requirements or requirements of other agencies having jurisdiction.

EQUIPMENT

1. Equipment shall be suspended with fish plates through slab or steel beams depending on load and the suspension system shall include vibration isolators.
2. All floor loading and steel work shall be subject to the prior approval of the Building's structural engineer. All approvals shall be obtained by the Landlord at the Tenant's expense, on behalf of the Occupying Agency. The Tenant, on

behalf of the Occupying Agency, shall also be responsible for the costs of all controlled inspections by any professional engineers in connection with this work.

HEATING, VENTILATION AN AIR CONDITIONING

1. The Tenant or the Occupying Agency shall be responsible for alterations to existing air conditioning ductwork or systems and for insuring that such work is properly integrated into the existing Building systems with no adverse effects on the Building systems. The Tenant or the Occupying Agency shall coordinate with the Landlord to ensure any alterations conform to the proper HVAC design within the Then Current Premises in accordance with Section 12 of this Lease.
2. The entire HVAC system shall be balanced at the completion of the job.
3. The Tenant or the Occupying Agency shall furnish design balancing figures to the property manager.
4. All HVAC components shall match existing or shall receive prior approval from the Landlord, which shall not be unreasonably withheld, conditioned, or delayed.
5. All peripheral shutoff valves shall be accessible at all times.
6. All unused ductwork shall be removed.
7. All unused equipment, such as air handling units and air conditioning units shall be removed, if so required by the Landlord, and moved to a location designated by the Landlord.

PLUMBING

1. No water shall be shut down during Building hours, and prior to tapping into risers, property manager is to be advised and to approve same with reference to the nature of the exact location and the time that the work is to be performed.

2. All plumbing shall conform to the code.
3. All fixtures, unless otherwise approved by the Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed shall match existing fixtures.
4. No exposed plumbing is permitted.
5. All unused fixtures and piping shall be removed and all unused piping shall be capped at its respective riser with a valve and plug.
6. No plastic pipe will be permitted.
7. All unused fixtures shall be returned to the Landlord at the Landlord's request.
8. The Landlord's representative shall supervise all riser shutdowns.
9. All run outs from MEP risers shall be brass or copper pipe or as required by the Landlord.
10. All hot water lines shall be properly insulated, and where necessary, the Landlord may require that cold water lines be insulated.

All approvals, consents, notices, waivers and agreements of Landlord or Landlord's representatives given or made under or pursuant to these rules shall only be binding upon Landlord, Managing Agent, or Property Manager if in writing. Tenant shall not rely on any non-written approval, notice, waiver or agreement of Landlord or Landlord's representatives except as may otherwise be expressly provided herein or in the applicable Lease.

EXHIBIT 11

HVAC SPECIFICATIONS

The HVAC System shall be capable of maintaining, within tolerances normal in office buildings, inside space conditions of:

Summer	Outside	(92°)	(72°) F.W.B.
	F.D.B.		
	Inside	(74°)	+/- 2°
	F.D.B.		
Winter	Outside	(10°)	
	F.D.B.		
	Inside	(70°)	+/- 2°
	F.D.B.		

For the HVAC System to comply with the above criteria, Tenant must lower and close all blinds, shades, and screens as necessary due to the sun's position while air-conditioning equipment is in operation. Tenant shall otherwise reasonably cooperate with Landlord and abide by all reasonable regulations and requirements prescribed by Landlord from time to time for the protection and proper functioning of the HVAC System.