



Tishman Speyer
Property Management
& Hospitality Group

Client Construction Guide

1407 Broadway

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SECTION A – BUILDING DESIGN CRITERIA	3
GENERAL CONSTRUCTION	3
HEATING, VENTILATING AND AIR CONDITIONING	6
ELECTRICAL	9
LIFE SAFETY SYSTEMS	10
TELECOMMUNICATIONS SYSTEMS	11
PLUMBING SYSTEMS	12
FIRE PROTECTION	13
ARCHITECTURAL	13
SECTION B – STANDARD OPERATING PROCEDURES	14
CLIENT ALTERATION AND CONSTRUCTION REQUIREMENTS	14
ELECTRICAL CONDUIT SYSTEM	27
ELECTRICAL PANELBOARD DRAWINGS	28
CLIENT SUPPLEMENTARY CONDENSER WATER PIPING	28
STRUCTURAL HANGING DETAILS	30
RESPONSIBLE CONTRACTOR POLICY AND APPROVED CONTRACTORS	30
SECTION C – INSURANCE PROVISIONS	37
SECTION D – CONSTRUCTION SUMMARY SHEETS AND CHECKLISTS	40
ATTACHMENT A – CONSTRUCTION SUMMARY SHEET	40
ATTACHMENT B – CONSTRUCTION SUMMARY	41
CONSTRUCTION CHECKLIST	42
LANDLORD’S WORK CHECKLIST	43
AUTHORIZATION LETTER FOR ADDITIONAL SERVICES	44
SECTION E – BUILDING CONSTRUCTION RULES AND REGULATIONS	45
SECTION F – VARIOUS BUILDING FORMS	46
CONTRACTORS REGISTRATION FORM	46
DEDICATED FREIGHT REQUEST	46
BURNING, CUTTING & WELDING INSPECTION REQUEST	46
SPRINKLER SHUTDOWN REQUEST	46
SMOKE DETECTOR SHUTDOWN REQUEST	46
PACKAGE – EQUIPMENT PASS	46
SECTION G – APPROVED CONTRACTORS LIST	47



SECTION A – BUILDING DESIGN CRITERIA FOR 1407 BROADWAY

GENERAL CONSTRUCTION

1. The terms “Tishman Speyer” and/or “Building Management” are interchangeable.
2. Five (5) sets of prints, a useable link and one (1) set of reproducible Drawings, five (5) sets of Specifications and sprinkler hydraulic calculations must be submitted to Tishman Speyer for approval prior to proceeding with any installations and/or alterations. All drawings must be signed, sealed and dated when sent to Tishman Speyer for review. Revisions to Drawings and/or Specifications must be resubmitted for approval and/or comment. Revisions must be clearly indicated on drawings and dated in a revision box with a brief, precise description of the revision.
3. Symbol legends for all systems and devices must be shown on drawings.
4. Design installation of all electrical, plumbing, HVAC, fire and life safety (Class “E”) systems and equipment must be in compliance with Tishman Speyer standards for the building, the Administrative Code of the City of New York, Rules of the City of New York and all other governing codes and standards.
5. All Building Department forms (i.e., Plan Work Approval [PW-1], Statement of Responsibility [TR-1], Plumbing Schedule) must be completely filled in with the exception of Owner’s Authorization as to applicant and plan responsibility and submitted to Tishman Speyer with final plans.
6. Any fail-safe hardware must conform to building standards.
7. Compliance with all requirements of the Americans with Disabilities Act (ADA) is the Client’s responsibility.
8. Provide layout drawings indicating the weight, location and dimensions of heavy equipment and fixtures (including, if applicable, when fully stocked) in excess of 200 lbs. (vaults, rolling files, batteries, transformers, storage racks, A/C units, pumps, etc.) supported on floors or hung from building structure. Provide layout drawings and details of all structural slab/wall openings, chasing of floor slabs and beam penetrations. All such equipment installations and structural modifications are subject to approval and must be installed in accordance with the recommendations of the Owner’s Structural Engineer.
9. Hangers shall only be hung directly from structural steel. Where hangers cannot be supported directly from building steel, special permission and approval must be obtained from Tishman Speyer and the Landlord’s Structural Engineer for alternate hanging method. Alternate hanging method may attach to the structural slab above the Client space subject to the following:
 - a. Hangers supporting loads of more than 100 lbs. must be attached directly to beams.
 - b. Attachment to the slab shall utilize epoxy adhesive anchors.



- c. Field tests must be performed utilizing the actual anchor proposed for use in the building. Field tests must be conducted as follows:
 - i. For areas of cinder concrete, the proposed anchors must have a minimum factor of safety of 8. Field tests shall be conducted for each 900 square feet of area (each bay with hangers).
 - ii. For areas of stone concrete, the proposed anchors must have a minimum factor of safety of 4. A minimum of four (4) field tests shall be conducted for each floor.
 - d. Each hanger shall be attached to a mounting angle with minimum dimensions of L2X2X3/16. Each angle shall have at least two (2) anchors. Anchors shall be spaced at least 5 inches apart.
 - e. For areas of stone concrete, double expansion shields may be used in lieu of epoxy adhesive anchors.
 - f. The minimum size of anchors shall be 3/8 inch.
 - g. Power and powder actuated fasteners will not be permitted. The intention is to provide support which, in each case, shall be amply strong and rigid for the load, but which shall not weaken or unduly stress the building construction.
10. All plans must be drawn at either 1/8 inch or 1/4 inch per foot scale; details are to be of sufficient scale to show complete information required for fabrication and installation.
11. Design drawings must be prepared utilizing the AutoCAD format of latest version.
12. Revised design drawings reflecting the “as-built” conditions in AutoCAD must be provided to Tishman Speyer on a flash drive upon completion of the project. In addition, Client shall provide in Excel format a summary of the connected and demand electrical load by phase for base building panelboards and risers. If any additional alterations are made within the Client’s space during the term of the lease, it shall be the Client’s responsibility to revise the “as-built” drawings and demand load summary and provide copies on a flash drive to Tishman Speyer. One hard copy of the contractor’s shop drawings shall be submitted to the Property Management & Hospitality Office along with a flash drive of these drawings scanned to a TIF file.
13. All abandoned or unused cabling, raceways, sheet metal ducts, pipes, etc., shall be removed back to the point of origin. Active systems shall be capped appropriately.
14. All material must comply with Tishman Speyer standard requirements.
15. All required building system shutdowns—electrical, HVAC, plumbing, fire protection and life safety (Class “E”) systems—must be requested in writing and coordinated with, and approved by, Building Management at least three (3) days in advance of desired shutdown.
16. Equipment Use Permits must be provided to Building Management prior to operating any equipment requiring such permits.



17. Repair or replace all missing fireproofing. Provide required fire stopping at conduits, bus ducts, pipes, ducts, etc., at all slab and wall penetrations.

18. The designs and installation of all Client improvements shall permit adequate accessibility to all new and existing equipment, for proper maintenance.

19. Slabs in wet areas (i.e., pantries, toilets, etc.) must be waterproofed using approved waterproofing specifications.

20. All enclosures associated with the perimeter heating system shall not be removed or otherwise modified apart from replacing top and/or front facing grilles. Cladding in place with mill work is permissible so long as the structure of the enclosure is not altered. Access to top and front facing panels must be maintained to allow servicing and maintenance of the perimeter heating convectors and associated piping. Demising walls and/or built in structures that extend to or are situated at the window line must not impede such access to convectors.

21. Dust Control: Client contractor(s) shall monitor and maintain dust control throughout the entire construction process so that construction activity causes no dust condition outside Client's premises. Dust control shall include but not be limited to water spray mist, micro air filtration, etc.

22. Noise/Vibration: During the work process, noise interference to other Clients shall be kept to a minimum. All work which may cause noise and/or vibration shall not be performed during the business hours of adjacent Clients. Vibrations shall be limited to standard office construction. All work which may cause vibration shall be reviewed and approved prior to its commencement by the Landlord's designated engineer. Music shall not be played under any circumstances.

23. Windows: During construction, the contractor, its subcontractors and employees may not open the window within the premises. Windows shall not be utilized for ventilation.

24. Passenger elevators may not be utilized for the transportation of construction material or personnel.

25. Freight elevator service shall be coordinated with the Property Management & Hospitality Office a minimum of 24 hours in advance. All construction deliveries shall be performed after business hours.

26. Client shall enclose all elevator doors within the construction area so as not to create a stack effect into the building. The Property Manager and elevator mechanic will approve all protection.

27. Base building shade detail as follows:

- Original – Phifer Shearweave 4400 ECO 3% Open, Color: U62 Granite
- Alternate – Mechoshade ThermoVeil Dense Basket Weave 1500 Series 3% Open, Color: 1519 Silver Birch

28. All base building doors to the stairwells will remain closed at all times. Choking doors is not permitted. Assessed damage will be billed back to the client.



29. All cores to the slab shall not proceed prior to scans of the topside and bottom side being taken and reviewed by the base building structural engineer on the scan report and in the field. Poke through floor outlet chasing or chopping of perimeter walls not permitted.

30. Absolutely no materials shall be placed on fin tube units along the perimeter walls.

31. All fin tube units shall be protected by brown paper and blue tape. Protection to be replaced as directed should damage occur.

HEATING, VENTILATING AND AIR CONDITIONING

1. HVAC Design Criteria: All air conditioning systems shall be designed in accordance with the following:

a. Temperature and Humidity Design Conditions

Summer: Outdoor 89 F. d.b., 73 F. w.b.

Indoor 76 F (± 2 F.) d.b.

Winter: Outdoor 15 F. d.b.

Indoor 72 F. d.b.

b. Cooling Load Conditions

Lighting and Power: Subject to Building Requirements

People: One person per 50 usable sq. ft.

Outside Air Quality: 15 cfm per person

2. Client systems must comply with the 1990 Clean Air Act (release, testing, repair, installation, training, serving, etc.) and subsequent amendments covering refrigerants.

3. Systems containing refrigerant shall be installed in accordance with the requirements of the latest version of ANSI/ASHRAE-15. Refrigerants containing CFCs are not permitted.

4. Duct systems shall be constructed in accordance with the following SMACNA HVAC duct construction standards:

a. Constant volume ductwork and ductwork downstream of "dump type" VAV boxes 2-inch pressure class per Table 1-5, Class B sealed.

b. The suction and discharge of all exhaust systems shall be 2-inch pressure class per Table 1-5, Class A sealed.

c. Flexible duct connections are not permitted at the inlet to VAV boxes. Provide the manufacturer's required length of hard duct at the inlet to VAV boxes. All flexible duct connection where used must be heavy duty, helix reinforced type with coated fiberglass fabric liner, fiberglass insulation and fire retardant outer jacket.



5. Piping systems circulating chilled water shall utilize ASTM B-88 Type K hard-drawn copper pipe with wrought copper or cast bronze fittings; all connections to be brazed. Piping system pressure ratings shall meet or exceed a working pressure of not less than 300 psig at 150°F. Systems shall be designed to maintain a minimum velocity of 3 feet per second and assure that there is flow to all portions of the system, including standby units, for a minimum of four (4) hours each day.
6. Dielectric fittings shall be installed at all connections between dissimilar metals.
7. Piping systems must be pressure tested utilizing treated water. Pressure test shall be performed at one and one half times (150%) the working pressure for a period of four (4) hours.
8. All new piping connecting to base building systems must be chemically cleaned and passivated prior to utilization of the base building system in the presence of the Landlord's representative utilizing chemicals and procedures recommended by the building's chemical treatment company.
9. All piping systems must be provided with identification labels installed every 20 feet on each pipe and at least once within each room.
10. All valves shall be 1/4 turn type, i.e., ball valves, butterfly valves, lubricated-plug chocks. Ball valve shall be full port design.
11. All chilled water control valves shall be 2-way type.
12. Exhaust hoods for kitchens must be the water-wash grease-extraction type utilizing hot water and cold water, UL listed under the category "Grease Extractors for Exhaust Ducts", minimum 95% efficient.
13. Access shall be maintained to all kitchen exhaust duct access doors and cleanouts.
14. All rotating equipment and piping within 25 feet of pumps must be supported with vibration isolation devices having a minimum static deflection of 1 inch.
15. As part of the commissioning process, a vibration analysis must be performed on all rotating equipment.
16. Fire dampers shall be combination fire/smoke dynamic type pneumatically actuated.
17. Supplemental or replacement air conditioning systems fed from the base building chilled water system shall be selected to operate on a temperature differential of 16°F.
18. Where wet taps are required on base building piping systems, such wet taps shall be performed by Tishman Speyer at Client's expense.
19. Piping systems shall be insulated in accordance with Tishman Speyer standards.



20. Air conditioning units shall be provided with automatic shutoff valves on the supply and return lines and a stainless steel drip pan with leak detection to automatically shut the water valves serving the unit, provide a remote alarm to a continuously manned location and to be tied into building BMS to indicate a trouble condition.
21. All air and water balancing must be performed by an independent testing and balancing agency in presence of building engineers. Provide Tishman Speyer four (4) copies of the final balancing report.
22. All HVAC systems shall be connected to the building automation system. For systems containing multiple units, the Client shall provide an independent BMS system at an accessible location to the Landlord in which the Client is responsible for monitoring and maintenance. The Client system shall be tied into the building BMS to indicate trouble conditions only.
23. All supply and return distribution ductwork shall be configured to allow implementation of smoke exhaust via modifications to the existing return/spill fans.
24. If required by code, Client shall be responsible for providing smoke purge systems for the entire premises. Such system shall be connected to base building Class E system by Client in accordance with Section D.1 of this exhibit. Where not required by code, Client shall provide smoke exhaust to spaces not directly served by building supply and return air systems.



ELECTRICAL

1. Electrical Design Criteria: Electric service is supplied from Con Edison at 120/208 volts, 3 phase, 4 wire.
2. Emergency egress lighting and existing lighting shall utilize battery backup.
3. All conductors shall be copper.
4. All cable shall utilize one of the following insulation types, as appropriate: THHN, THWN, XHHW.
5. Transformers shall be copper wound, K-13 rated.
6. GFI type receptacles shall be utilized in toilet rooms, janitor's closets and similar wet areas.
7. All electrical feeders and all electrical branch circuits in electrical closets, mechanical equipment rooms, telephone equipment rooms, common areas (lobbies, corridors, etc.) shall utilize one of the following raceway types, as appropriate: EMT, galvanized rigid steel, IMC or aluminum.
8. Branch circuits within the Client's demised space may utilize any one of the above raceway types or armored cable. Armored cable will not be permitted as a general wiring method, except in concealed drywall construction and as a final connection to lighting fixtures and equipment.
9. Conduit systems shall be properly cleaned, neatly arranged and installed parallel to walls. All conduits and raceways in common areas must be concealed.
10. "Sealtite" shall be used for final connections to mechanical equipment where the environment will be subject to moisture or within fan plenums.
11. Poke-through floor outlets are not permitted. Floor outlets shall be chopped into the fill slab, where such fill slab exists.
12. All electrical power shall be metered in accordance with Tishman Speyer standards. Sub-meters are to be installed by Landlord at client expense.
13. All panelboards, switchboards, meters, transformers and disconnect switches shall be permanently labeled. Panelboard directories shall be kept up to date.
14. All feeders shall be labeled at each pull box, splice box and junction box.
15. Panelboard loads shall be balanced to within 10% ($\pm 5\%$) of each phase.
16. Design drawings shall utilize full panelboard schedules, listing the type of load, pole position, circuit breaker type and size, and shall indicate both estimated and connected demand loads on each feeder/riser.



LIFE SAFETY SYSTEMS

1. Tie-ins and modifications to the base building fire and life safety (Class “E”) system shall be the responsibility of the Client’s electrical contractor, and shall be completed under the supervision of Tishman Speyer’s Class “E” vendor, at Client’s expense. Client’s system shall be compatible with base building system.

2. Life safety speakers (0.5 watts maximum power input) and 15/75 candela strobes (0.080 amp maximum power input) shall be provided at a density of not more than one (1) device per thousand rentable square feet of retail space.

3. Reprogramming of the Class “E” system due to added, deleted or revised equipment will be completed by Tishman Speyer’s Class “E” vendor, at Client’s expense.

4. Provide area smoke detectors in all Client electrical closets, electrical equipment rooms, telecommunications closets and telecommunications equipment rooms which are larger than 25 square feet.



TELECOMMUNICATIONS SYSTEMS

1. Existing telecommunications cabling and terminations in base building electrical closets may be reused where such equipment does not interfere with electrical equipment operation, clearance and/or maintenance. No new telecommunications cabling, raceway, conduit terminations or equipment of any kind may be installed in electrical closets.
2. New telecommunications equipment, if required, shall be installed within the Client's demised space and not within the base building core area.
3. New riser cabling shall be installed in the telecommunications riser closets or riser conduits at the explicit direction of Tishman Speyer. Clients must submit a request for use of risers to Tishman Speyer prior to preparation of design drawings indicating proposed route, number and type of cables, total cross-sectional area, weight per linear foot, total weight at each point of support and proposed method/location of support.
4. Client telecommunications cabling between contiguous floors shall not be routed through base building risers, provided dedicated telecommunications risers between contiguous floors.
5. All telecommunications cabling shall be approved for use in plenum spaces.
6. Telecommunications cabling in common areas, mechanical equipment rooms, etc., shall be installed in an enclosed raceway and shall be identified.



PLUMBING SYSTEMS

1. All piping systems must be provided with identification labels installed every 20 feet on each pipe and at least once within each room, and every shutoff valve must be identified with valve tabs.
2. All valves shall be 1/4 turn type, i.e., ball valves, butterfly valves, lubricated plug chocks. Ball valves shall be full port design.
3. Automatic electronic flushometers shall be manufactured by Sloan or Zurn (low consumption type in accordance with the New York City Building Code).
4. As part of the commissioning process, a vibration analysis must be performed on all rotating equipment.
5. Lavatory faucets shall be electronic battery-operated type.
6. All shutdowns of the base building systems must be coordinated with Landlord.
7. All hot water heaters shall have a drain pan with leak detector and automatic shutoff valve connected to the main supply; the leak detector shall be tied into building BMS to indicate a trouble condition.



FIRE PROTECTION

1. Fire Protection Design

- a. Sprinkler control valve assemblies will be provided at fire standpipe riser within fire-rated stair and must be coordinated with building's fire alarm system for proper annunciation and alarm.
- b. All areas within Client's space, including elevator lobbies, toilets, janitor's closets, telephone closets and communications closets, must be provided with sprinklers. (Note: Sprinklers shall not be provided in the base building electrical closets.)
- c. Sprinkler systems for office areas shall be designed to Light Hazard. Density shall be 0.1 gallons per minute per square foot for 1,500 sq. ft. for the most remote area.
- d. Sprinkler systems for storage and mechanical areas shall be designed to Ordinary Hazard Density shall be 0.19 gallons per minute per square foot for 1,500 sq. ft. for the most remote area.
- e. Retail spaces shall be designed to Ordinary Hazard, Group 2. Density shall be 0.18 gallons per minute per square foot for 2,000 sq. ft. for the most remote area.

2. Sprinkler systems shall be designed in accordance with Factory Mutual Standards.

ARCHITECTURAL

1. Where new storefronts are constructed by Client or where existing storefronts are modified by Client, Client shall be responsible to design said storefronts in accordance with design criteria provided by Landlord. Such criteria will generally reflect the existing design.
2. Client shall be responsible to construct additional enclosed exit stair(s) as required by all applicable codes.



SECTION B – STANDARD OPERATING PROCEDURES

Tishman Speyer, as Agent for the Landlord, wishes to ensure that all Clients peacefully enjoy their leased premises without hindrance from the work of others. The review of Client drawings and/or specifications by Tishman Speyer and any of its representatives is not intended to verify the Client's engineering or design requirements and/or solutions. This review is performed to determine compatibility with the building's systems and lease conditions. In addition, it is our objective that Tishman Speyer buildings be maintained to the highest standards. To this end, all Clients, as well as their contractors and engineers, shall adhere to the specific Building Rules and Regulations, along with the below listed Client initial and ongoing alteration requirements, which can impact normal building operation.

CLIENT ALTERATION AND CONSTRUCTION REQUIREMENTS

1. Building Department permits to be provided to Building Management prior to Client construction.
2. Certificate of Occupancy to be submitted to Building Management prior to Client occupancy.
3. No construction is to be started until proper drawings have been submitted and approved by the General Manager.
4. All work to comply with those authorities having jurisdiction.
5. All Tishman Speyer Standard Operating Procedures are to be adhered to.
6. Any work that is to be performed in other than Client's premises must be reviewed and scheduled in advance with Building Management.
7. A kickoff meeting is to be held prior to the start of any work to review the particulars of the job. A representative from the Client, contractor, architect and engineer's office should be present for this meeting.
8. Access to base building electrical, telephone and mechanical rooms shall be by Landlord.
9. Any area that is affected outside of the Client's demised space must be restored to the original condition at Client's expense.
10. All public areas such as elevator lobbies, corridors, toilets and service halls shall be protected with masonite and craft paper to the satisfaction of the building manger.
11. All public and base building common areas must be continuously cleaned to prevent the accumulation of dust and other construction debris.
12. All windows and doors surrounding the work area shall be kept closed at all times.



13. Noise, vibrations, odors, etc., generated by construction activities to be kept to a minimum so as not to disturb existing Clients. Dragging of ladders and dropping materials shall be avoided over occupied floors. Music shall not be played.
14. Clear access to be provided at all times to stairwells, mechanical/electrical equipment, elevators, fire hoses, valves, fire dampers and maintenance sensitive equipment.
15. Construction materials are not to be stored in corridors and must be located within the demised space.
16. The contractor is responsible for the daily maintenance of the construction area.
17. Any additional cleaning by the building staff, if required, shall be charged to the Client.
18. All material deliveries and removals are to be scheduled through the Building Office.
19. Any base building equipment that is to remain in Client premises (i.e., inductor units, covers, etc.) are to be protected from damage and debris.
20. Any base building equipment that is damaged in any way must be repaired immediately by the base building contractor at Client's expense.
21. Client equipment specification sheets are to be submitted to the Building Office.
22. Client to submit to Building Office as required by jurisdiction having authority, equipment use and/or operating permits, licenses, etc.
23. Any revisions to drawings and specifications must be resubmitted to Building Management for comments and/or approval in hard copy and soft copy via thumb drive.
24. All "as-built" drawings must be submitted to Tishman Speyer upon project completion and prior to final payment.
25. Construction personnel must carry proper identification at all times.
26. Construction personnel are not allowed on passenger elevators. The freight elevator must be used at all times to access or egress the work area. Construction personnel shall not use base building stairwells to access other floors unless an emergency situation arises or as approved by building manager.
27. Construction personnel are not to eat in the lobby, in front of the building or in and around the loading dock.



28. All work will be performed in a safe and lawful manner, using contractors approved by the Landlord and complying with applicable laws, OSHA and all requirements and regulations of municipal and other governmental or duly constituted bodies exercising authority and promoting union harmony.

29. Adequate lighting is to be provided in construction to achieve a safe working environment.

30. Proper supervision shall be maintained at the job site at all times and Client's workmen, mechanics and contractors must not cause or effect any inconvenience to or interfere with the building's operations or Landlord. Client's workmen, mechanics and contractors shall work in harmony with and shall not interfere with any labor employed by manager or any other Client, or their workmen, mechanics and contractors.

31. Contractors who work in the building that contains ACM shall have restricted handling license.

32. If additional services or facilities (including but without limiting the generality of the foregoing, extra elevator and cleaning services) are required for the performance of the work, Client shall pay Landlord or its agent's standard charge thereof. All such services or facilities shall be coordinated with the building manager.

33. Tishman Speyer to be notified in advance of all ties into building systems, welding or any work affecting the base building or other Client spaces unless agreed to otherwise; all tie-ins to base building risers are performed by the Landlord and reimbursed by the Client.

34. The following work, in which Landlord is to be notified in advance, must be done on overtime and not during normal business hours:

- Demolition which per building manager's judgment may cause disruption to other Clients.
- Oil base painting (on multi-Client floors).
- Gluing of carpeting (on multi-Client floors).
- Shooting of studs for mechanical fastenings.
- Testing of life safety system, sprinkler tie-ins.
- Work performed outside of Client's premises.
- Welding, brazing, soldering and burning with proper fire protection and ventilation.
- Other activities that, in building manager's judgment, may disturb other Clients.

35. Where burning operations are required, the operator of the burning equipment shall have a certificate of fitness prominently displayed on the job site. During burning operations, a person holding certificate of fitness as a watch shall be in attendance. Where required, approved protective blankets shall be supplied by the contractor. Where welding is required, the contractor shall furnish a fused disconnect switch for connection to the local building electrical panel by the electrical contractor. Building personnel will also be required for fire watch.

36. All building shutdowns—electrical, plumbing, HVAC equipment, fire and life safety (Class "E") system—must be coordinated with Building Management in advance.

37. Client is responsible to adhere to all requirements of the Americans with Disabilities Act (ADA).



38. Hardware is to be keyed per building standards, using the Schlage key system. Keyway is to be provided upon request from the Property Management and Hospitality Office. The building locksmith is Advanced Locksmith (212.730.1477.)
39. Any fail-safe hardware must conform to building standards.
40. Any unusually heavy equipment (vaults, batteries, A/C units, transformers, storage racks, etc.) supported by floor or hung from ceiling are subject to structural engineer's approval.
41. Any area, such as pantry, lavatory, etc., that is prone to water leakage shall be waterproofed.
42. Provide for the required fireproofing or fire-stopping resulting from the Client's renovation efforts.
43. Any tie-in to the base building fire and life safety (Class "E") system must be performed by the base building contractor. All new systems to be compatible to base building systems. All fire plenum wiring to have minimum rating of 200°C. The base building fire alarm vendor is Fire Safety Alarms [FSA] -(201-954-8108)
44. Where demolition is to take place in the area of the building where fire safety equipment such as alarms, speakers, smoke detectors, floor warden stations, etc., are located, the building manger must be notified three (3) working days prior to start of demolition so equipment may be removed or protected.
45. All fire safety equipment and the associated conduit and wiring system shall not be harmed during demolition and/or any construction, and shall be protected from any physical damage.
46. All fire and life safety (Class "E") system tie-ins must be signed off by the proper authorities.
47. Client shall perform the legally required maintenance and testing of fire alarm systems. This includes New York City Fire Department "Rules Governing the Requirements for the Maintenance of Smoke Detection, Requirements for Log Books and Required Connections to Authorized Central Stations" and are to be adhered to (New York properties only). Client to submit proof of compliance to building manager.
48. Sprinkler control valve assemblies will be provided by Landlord at each of the Client floor risers for Client to connect to.
49. Client shall design sprinkler system in accordance with Factory Mutual Standards.
50. Sprinkler protection should remain in service as long as possible.
51. Distributing ample hand-extinguishing equipment throughout the premises should provide adequate supplementary fire protection. The 15 to 20 lb. multipurpose dry-chemical extinguisher is recommended. Until sprinkler protection can be placed in service, hose lines should be connected in areas where construction is in



progress. Hydrants, hose connections and other fire fighting equipment must be readily accessible at all times, never blocked by construction materials.

52. Any existing fire walls, fire doors and other cutoffs should be left in service as long as possible.

53. Combustible rubbish should be disposed of promptly and safely. Strict rules and an adequate number of cleanup personnel are essential to facilitate the removal of accumulations of paper wrappings, scrap lumber and other construction rubbish. Prompt disposal is particularly needed for material subject to spontaneous ignition, such as oily waste and paint rags.

54. Probable ignition sources should be controlled. No smoking rules should be strictly enforced.

55. Combustibles should not be introduced until full sprinkler protection is in service.

56. The FM Global Customer Service Desk (888.606.4570) should be notified when the automatic sprinkler control valves are shut, no matter what the duration is. The FM Global Red Tag Permit System should be used by fire protection personnel during all valve closures, which impair existing fire protection. Vendors are to report to the Fire Life Safety Director to receive a red tag permit prior to any hot work.

57. Architect to add appropriate building note stating either 1) sprinkler work obviates the need for compartmentalization and is in compliance with local law 5/73 or 2) the area is appropriately compartmentalized and the work is in compliance with local law 5/73 (New York properties only).

58. All fire and/or smoke dampers that are to be tied into base building fan rooms and fire alarm systems shall be operated and controlled by either pneumatics or electrical per base building requirements. Fire extinguishers supplied by the general contractor must be on the job site at all times during demolition and construction.

59. All unused plumbing, sheet metal ducts and equipment lines must be removed and capped at the main riser or branch connection.

60. All plumbing connections are to be in compliance with the Department of Environmental Protection Cross-Connection Control Unit (New York properties only).

61. A Client valve tag chart and schedule for the plumbing piping and the HVAC piping are to be submitted to the Building Management Office.

62. Asbestos-Containing Material (ACM) is present in many commercial buildings. The presence of ACM does not necessarily mean that a hazard exists; however, a hazard may be created when ACM is disturbed and asbestos fibers become airborne. Prior to demo or any alterations, it is required as part of the NYC Department of Buildings (DOB) filing process to conduct a Asbestos Inspection Survey (AIS) by a qualified environmental remediation firm licensed in the State of New York. The AIS will determine specific locations that contain asbestos so they can either be avoided, encapsulated, or abated properly.



63. The AIS is also a crucial component of the DOB filing process that enables the tenant's general contractor, architect, or expediter to obtain an ACP-5 after documenting abatement, encapsulation, or avoidance. A permit for all work is required by the building and a permit will not be issued without an ACP-5. The way to maintain a safe environment is to avoid the disturbance of the ACM. If ACM abatement is required due to Tenant's alterations, the abatement will be performed as part of the Tenant's demo at Tenant's cost, unless otherwise specified in Tenant's lease or agreed upon during Landlord's drawing review process. All plumbing and electrical connections shall be performed at times least inconvenient to other building Client population. Scheduling of all tie-in to the base building system and any necessary sprinkler drain downs must be scheduled in advance with the building manager.

64. All piping systems shall be adequately supported from building structure and have identification labels every 20 feet.

65. All valves shall be 1/4 turn type, i.e., ball valves, butterfly valves, lubrication, plug chocks. Ball valves shall be full art design.

66. Piping systems shall be insulated per Tishman Speyer Building Standards.

67. All perimeter HVAC units are to be cleaned and vacuumed prior to painting.

68. Woodwork, cabinet work and furniture/partitions along the perimeter wall of the building at the convector cover locations must be easily removable and maintain a proper distance to ensure adequate air circulation and access for maintenance. Client will assume responsibility for the function, maintenance and operations if Client's installation causes obstruction and impedes access.

69. Client to comply with the 1990 Clean Air Act and subsequent amendments covering CFC refrigerants: release, testing, repair, installation, training, serving, etc. Refrigerants containing CFCs are not permitted.

70. Condenser and chilled water piping shall follow Tishman Speyer Standard Operating Procedure and be designed to meet or exceed the working pressure.

71. The cleaning of condenser water pipes shall be done in the presence of the Landlord's representative with the chemical used per the building's chemical treatment company's recommendation.

72. All approved Client equipment—HVAC, strobe panels—shall be located in Client's space.

73. All air balancing to be witnessed by the chief engineer of the building or his representative. A certified report is to be provided to the building manager.

74. Ductwork shall be constructed in accordance to the SMACNA HVAC duct construction standards.



77. All mechanical and electrical equipment shall have permanent identification labels affixed.
78. Food facilities shall be constructed in accordance with New York State and New York City Health Codes. Food facilities shall have a current New York City Health Permit before operation of food facility and shall have a current New York City Food Protection Certificate (New York properties only).
79. Food facility refuse and refuse odors must not be a nuisance to Clients or affect building management operations.
80. Kitchen exhaust access doors must be clearly identified and accessible for periodic inspection by property manager and outside vendor as required by law.
81. Remove all abandoned cabling from existing floor cells. Remove all abandoned electrical and telecommunication cabling and conduit back to the source.
82. Any existing plug fused panelboards shall be replaced with new bolt on circuit breaker panelboards. Existing back boxes may be utilized if appropriate. Panelboards to follow Tishman Speyer Standard Operating Procedure.
83. All electrical feeders and branch circuits shall follow Tishman Speyer Standard Operating Procedure. Armored cable shall not be permitted as a general wiring method, except in concealed drywall construction and as a final connection to lighting fixtures and equipment. All wiring to be copper with the following insulation: THHN, THWN, XHHW.
84. GFI type receptacles shall be used in wet areas.
85. Client's power and telecommunication cabling between contiguous floors shall not be routed through base building risers. All telecommunication cabling in common areas, mechanical equipment rooms, etc., shall be installed in an enclosed raceway and shall be identified.
86. Emergency egress and exit lighting to be installed in compliance with applicable Building Department regulations and base building requirements.
87. Transformers, panelboards, switches, etc., shall be installed so as to permit infrared testing of components. Transformers to be copper wound, K-13 used.
88. Upon completion of the electrical work, the licensed electrical contractor must submit to property manager a copy of the Certificate of Electrical Inspection for all work performed, including the installation of emergency lighting if applicable.
89. Poke-through floor outlet chasing or chopping of perimeter walls not permitted.



90. Client shall, at Client's sole cost and expense, correct any disturbance to, deficiency in or damage to the air conditioning or other mechanical, electrical or structural facility within the building caused or affected by the work, and restore the services without delay and to the complete satisfaction of Landlord, its architects and engineers. Architect and engineer to determine from Building Management Office in advance regarding format of all plans (e.g., scale, AutoCAD 12 or 13 format, etc.).

91. At no time shall a Client do or permit anything to be done whereby the property may be subject to any mechanic's lien or other liens or encumbrances arising out of the work; and consent herein shall not be deemed to constitute any consent or permission to do anything which may create or be the basis of any lien or charge against the estate of the Landlord in the demised premises or the real estate of which they are a part. Ongoing partial general release and final Waiver of Lien to be obtained with progress payments.

92. If Landlord erects a hoist on the outside of the building which will facilitate the Client's construction and/or moving, Client shall reimburse Landlord for their pro rata share of costs which shall include the following: costs to erect, rent and dismantle hoisting equipment, energy consumption and operating personnel, including union personnel as required in accordance with prevailing contract agreements.

93. Client's pro rata share of the cost for personnel hoists shall be determined by dividing Client's rentable area by the rentable area of all other Clients using the hoist.

94. Client's cost for using the material hoist will be based on an hourly rate which will be determined by the above-mentioned costs and the total forecast of hours of operation.

95. Client shall require the architect, engineer, contractor and any and all sub-contractors he may engage to perform all or any portion of the work shall, at their sole cost and expense, and at all times while performing work hereunder, maintain the required insurance coverage listed below with companies satisfactory to Landlord and managing agent. A certificate evidencing the coverage, specifically quoting the Indemnification provision set forth by the building manager, shall be delivered prior to commencement of work. Proper insurance coverage and listing of additional insured is available at the Building Management Office.

Trade Classification	Amount Required
General Contractor	\$20,000,000
Demolition	\$10,000,000
Concrete	\$ 3,000,000
Masonry/Stone	\$ 3,000,000
Structural Steel	\$ 5,000,000
Ornamental & Misc. Metal	\$ 5,000,000
Roofing & Sheet Metal	\$ 5,000,000
Waterproofing	\$ 3,000,000
Caulking & Sealing	\$ 2,000,000
Aluminum Windows	\$ 3,000,000



Glass & Glazing	\$ 5,000,000
Lath & Plaster	\$ 2,000,000
Carpentry Millwork	\$ 3,000,000
Drywall	\$ 3,000,000
Acoustical Ceiling	\$ 2,000,000
Resilient Flooring	\$ 1,000,000
Ceramic Tile	\$ 1,000,000
Painting & Finishing	\$ 5,000,000
Spray Fireproofing	\$ 5,000,000
Flowers	\$ 5,000,000
Metal Toilet Partitions & Accessories	\$ 1,000,000
Carpet	\$ 5,000,000
Façade Cleaning	\$10,000,000
Elevators	\$10,000,000
Plumbing	\$10,000,000
HVAC	\$10,000,000
Sprinkler System	\$10,000,000
Electrical	\$10,000,000
Signs & Graphics	\$ 5,000,000
Professional Liability	\$ 3,000,000
Mover Company	\$ 5,000,000
Additional Insured	

(Provide Property and Tishman Speyer list)

96. The failure of any contractor or sub-contractor to keep the required insurance policies in force during the performance of the work covered by this agreement, any extension thereof of any extra or additional work contracted to be performed by such contractor or sub-contractor shall be a breach of this agreement, and in such event, Landlord and managing agent shall each have the right, in addition to any other rights, to immediately cancel and terminate this agreement without further costs to Landlord and managing agent.

97. 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.

Contractor covenants and agrees to defend, protect, indemnify and hold harmless, Landlord and managing agent, their employees and agents, from and against each and every claim, demand or cause of action or any liability, cost, expense (including but not limited to reasonable attorney's fees and expenses incurred in the defense of Landlord and/or managing agent), damage or loss in connection therewith, which may be made or asserted by contractor, contractor's employees or agents, or any third parties (including but not limited to Landlord's and managing agent's servants or employees) on account of personal injury or death or property damage caused by, arising out of, or in any way incidental to, or in connection with the performance of the work hereunder, except for



the sole negligence of Landlord or managing agent. Concurrent negligence of Landlord or managing agent, actual or passive, shall be deemed to be the negligence of the contractor.

98. In the event of the breach of any of the requirements, procedures, agreements or conditions hereof, Landlord expressly reserves the right to revoke this consent.

99. Nothing herein contained shall be deemed to supersede and/or contradict any article, provision and/or amendment to the officially executed lease agreement in effect upon inception of these alterations.

In order to maintain a record of the alterations, Clients are requested to provide information noted on below samples: Attachments A, B and C. Attachment C is to be completed by Landlord.



ATTACHMENT A

TO BE COMPLETED BY CLIENT

Client: _____

Floor(s): _____

Scope of work: _____

1. Projected start date: _____

2. Projected completion date: _____

3. Contractors and sub-contractors:

General _____

HVAC _____

Electrical _____

Sprinkler _____

Plumbing _____

Fire & Life Safety _____

Architect _____

M/E Engineer _____

Structural Engineer _____

Expeditor _____

Other _____

4. Permit received? **YES OR NO**

If no, projected date of receipt: _____

5. Drawing list per Attachment B provided? **YES OR NO**



ATTACHMENT C**TO BE COMPLETED BY BUILDING MANAGEMENT OFFICE**

1. Drawings and specifications received on: _____
2. Drawing and specification review:
 - In-house staff
 - Building's consulting engineer(s)
 - Approved as submitted
 - Approved as noted
 - Resubmission required
3. Consent for alteration issued on: _____
4. a. Actual construction date: _____
b. Actual completion or occupancy date: _____
5. Certificate of Occupancy received on: _____
6. As-built drawings received on: _____
7. Any Tishman Speyer installation requirements? **YES OR NO**
8. Any Tishman Speyer maintenance requirements? **YES OR NO**
9. Any Tishman Speyer operating cost consideration? **YES OR NO**
10. Any Tishman Speyer recaptured cost associated with program? **YES OR NO**



ELECTRICAL CONDUIT SYSTEM

This procedure is to ensure that a certain level of standard is adhered to at Tishman Speyer as related to electrical conduit installation. It is not intended to be an all-encompassing specification, but rather a guide.

General

1. All work shall be in accordance with all Federal, State and City codes, as well as applicable local laws and building standards.
2. Access to the building electrical closet shall be by the building owner.
3. Independent of cable insulation ratings, separate wiring systems shall be used for 120/208 and 265/460-volt systems.

Specifics

1. Wires shall be run in threaded rigid conduit or electric metallic tubing (EMT) as specified herein.
2. All installation in electrical closet, building core, wet or damp location (MER, kitchens, toilets, etc.) shall be rigid conduit.
3. The entire conduit-wiring system shall be grounded per Article 250 of the NEC and applicable local laws.
4. For final connection to light fixtures, motors and where it must be fished due to existing construction conditions, Greenfield is permitted but shall be no more than 6 feet "Seltite" to be used when environment is subject to moisture or where located in fan plenums.
5. Hot dipped galvanized steel conduit shall be used in lieu of aluminum where subject to any water or moisture. Aluminum conduits shall not be permitted in poured slabs, walls or columns.
6. Sleeves in floor slabs shall be made of galvanized steel.
7. Conduit system shall be: properly cleaned; neatly arranged; concealed (except where allowed by Landlord); installed with approved fitting, bushings, elbows, bends, junction and pull boxes, etc.; installed parallel to walls.



ELECTRICAL PANELBOARD DRAWINGS

Tishman Speyer retains a consulting engineer to review Client (or Tishman Speyer) design drawings or reviews it with in-house staff. The following procedures are to be followed in developing and reviewing electrical drawings:

1. Drawings to incorporate full panelboard schedules which shall include:
 - a. Panelboard name and designation
 - b. Panelboard location
 - c. Voltage
 - d. Circuit breaker number
 - e. Individual loads being fed
 - f. Main bus size
 - g. Main and branch circuit breaker rating
 - h. Wiring size
 - i. Connected load either KVA/phase or amps/phase
 - j. Minimum interrupting rating – amps symmetrical
2. All panelboards shall have a directory fixed to its door and updated with all installations or modifications.
3. Panelboard shall be balanced to within 10%, i.e., 5% of each phase. Electrical contractor to provide as-built drawings with actual load readings as of that date, to building manager indicating any circuit changes to meet load balance.
4. Design drawing shall include as a minimum a single line diagram to the building riser at that particular floor.

CLIENT SUPPLEMENTARY CONDENSER WATER PIPING

The low flow – no flow operation of Client supplementary air conditioning units is known to generate problems in the condenser water piping. To overcome this situation, condenser water piping shall have design and installation criteria as follows:

1. Where condenser water is utilized, each air conditioning unit shall have three (3) way valves; where chilled water is used, each air conditioning unit shall have two (2) way valves for chilled water units.
2. Piping shall be ASTM B-88, type K or type L hard drawn copper as required to exceed the working pressures at 150°F water temperature.



3. Fittings and joints shall be rated to exceed working pressure and made with wrought copper or cast bronze in accordance with ANSI Standard Specification B16.22. Joints for the various systems shall be joined using one of the following methods:

a. Piping up to 2 inches, 95-5 tin antimony solder, maximum working pressure 350 psig at 150° F.

b. Piping between 2-1/2 inches and 4 inches, 95-5 tin antimony solder, maximum working pressure 300 psig at 150°F.

c. All piping which will be subjected to working pressure and/or temperatures in excess of those listed in a and b above, and all piping larger than 4 inches must be silver brazed.

4. Dielectric fittings shall be installed as required.

5. Pump and piping shall be designed to assure condenser water velocities of 3 to 5 FPS.

6. Pump shall run continuously or be provided with a 24-hour, 7-day timer to ensure pump operation not less than 1 hour every 4 hours.

7. Ensure dead head piping does not exist.

8. Piping to be properly cleaned and treated by building's water treatment company prior to activation. In addition, water treatment company shall be informed of the approximate quantity of copper piping installed.

9. All pipe gasket connections shall use compressed non-asbestos fiber gasket material. The use of red-rubber sheet-gasket material shall not be used.

10. In accordance with Landlord's requirements, each supplemental unit(s) shall have installed an in-line direct reading brass flow meter.

11. All air conditioning unit(s) to be provided with automatic shutoff valves on the supply and return lines. A stainless steel drip pan with leak detection sensor to automatically shut the water valves serving the unit is required. Client to provide a remote alarm to a continuously manned location or, at Landlord's discretion, connection into Landlord's BMS.

12. All HVAC systems shall be connected to the BMS for remote monitor and control. This monitoring is to provide information to Landlord regarding the operation of such HVAC systems for billing purposes only, and Landlord shall have no liability to Client or to any other party as a result of such monitoring.



STRUCTURAL HANGING DETAILS

Hangers shall only be hung directly from structural steel. Where hangers cannot be supported directly from building steel, special permission and approval must be obtained from Tishman Speyer and the Landlord's structural engineer for alternate hanging method. Alternate hanging methods may attach to the structural slab above the Client space subject to the following:

1. Hangers supporting loads of more than 100 lbs. must be attached directly to beams.
2. Attachment to the slab shall utilize epoxy adhesive anchors.
3. Field tests must be performed utilizing the actual anchor proposed for use in the building. Field tests must be conducted as follows:
 - a. For areas of cinder concrete, the proposed anchors must have a minimum factor of safety of 8. Field tests shall be conducted for each 900 square feet of area (each bay with hangers).
 - b. For areas of stone concrete, the proposed anchors must have a minimum factor of safety of 4. A minimum of four (4) field tests shall be conducted for each floor.
4. Each hanger shall be attached to a mounting angle with minimum dimension of L2x2x3/16. Each angle shall have at least two (2) anchors. Anchors shall be spaced at least 5 inches apart.
5. For areas of stone concrete, double expansion shields may be used in lieu of epoxy adhesive anchors.
6. The minimum size of anchors shall be 3/8 inch. Power and powder actuated fasteners will not be permitted. The intention is to provide support which, in each case, shall be amply strong and rigid for the load, but which shall not weaken or unduly stress the building construction.

RESPONSIBLE CONTRACTOR POLICY AND APPROVED CONTRACTORS**General**

Find enclosed Exhibit 1 "Tishman Speyer's Responsible Contractor Policy" dated August 23, 2006. This policy is applicable to service and construction contractors retained by Tishman Speyer for work being performed at all of their properties within the United States. Paraphrasing the Statement of Purpose, in article 1 of the Responsible Contractors Policy: Tishman Speyer, a leading real estate company, has had and will continue to have a strong relationship with labor and supports the philosophy of investors who believe in responsible contracting. A trained labor force that is appropriately compensated will provide high-quality products and services which will directly contribute to the investment and operating success of a particular asset. The implementation of the Tishman Speyer Responsible Contractors Policy for both Property Management and Design and Construction is to be coupled with and incorporated into the approved contractor list for all base building and Client work.



Procedure

This Standard Operating Procedure will provide the guidelines of how the Property Management and the Design and Construction groups will implement the Responsible Contractors Policy:

1. The approved contractors list is to be common for each city or region, as appropriate, and is to be developed following the guidelines listed herein.
2. It is recognized that the approved contractors list that Property Management requires to operate a building can be different from that of the Design and Construction group's major construction projects. This can be due to the size of the project, type of work, services or other unique requirements. Therefore, two (2) distinct approved contractors lists can be developed for a city or region.
3. Although there can be an approved contractors list for Property Management and another for Design and Construction within a particular city or region, it will be required that as much synergism as possible be obtained between the two lists. Having commonality of contractors will gain the attention of the contractors to:
 - a. Immediately address any problems as they may arise.
 - b. Provide quality workmanship and service to ownership and Clients.
 - c. Ensure schedules are met.
 - d. Expediently address any potential lien issues.
 - e. Obtain favorable pricing.
4. Both Property Management and the Design and Construction group shall work jointly on the development of the approved contractors list, including agreeing on where synergism is not practical or possible. Each group shall participate in the development of each other's list and agree to the final listing of contractors on each other's list.
5. The Property Management lead shall be the operation head of a region, working together with the Property Management team within that region.
6. Design and Construction lead shall be its regional managing director working together with the Design and Construction staff within that region.
7. In order to meet the intent of the approved contractors list as noted above and ensure fair competition, the list of contractors for a particular trade, service or consulting, etc., shall be limited in number. The number of vendors for a particular task will vary per task. The larger used contractors, such as electrical, HVAC and plumbers, should be limited to approximately ten (10) contractors. To ensure an appropriate contractor's fit for a particular project, each of these trades shall contain a reasonably equal distribution of small, medium and large contractors. The lesser used or specialized contractors such as welders can be limited to three (3) to five (5).



8. It is recognized that some of our properties are remote from other properties, for example in the larger cities, and that not all the same contractors in those cities service each property. In this case, a remote property is to use as many of those that do service the property and then supplement with contractors that service that area.

9. Where possible, it is strongly encouraged to utilize the same contractors that service more than one region. This will reinforce the benefits enumerated above.

10. Many regions already have an approved contractors list in existence. This list shall be reviewed and modified in accordance with this Standard Operating Procedure.

11. All contractors to be considered on the approved contractors list are to be thoroughly vetted with regard to references, reputation, responsiveness, quality of service, fair pricing and be given a copy of the Tishman Speyer Responsible Contractor Policy. The contractors are to provide written confirmation, as per Exhibit 2, that they comply with the Tishman Speyer Responsible Contractors Policy before they are placed on the list.

12. As in all areas, there may be exceptions. If a particular trade is unique and does not have any contractor that can meet the intent of the Responsible Contractors Policy, this should be brought to the attention of the person overseeing the approved contractors list before they are added to the list.

13. Approved contractors lists are to be periodically updated, but not less than every three (3) years.

14. It should be clearly identified on each city or region's approved contractors list, which contractors are qualified to be W/MBEs.

15. Copies of the approved contractors list for each city, region or remote building are to be posted on the portal.



EXHIBIT 1: RESPONSIBLE CONTRACTOR POLICY*August 23, 2006***Statement of Purpose**

Tishman Speyer is a leading real estate owner, developer and manager with a long history of strong and amicable labor relations. Tishman Speyer recognizes and supports the philosophy of investors who adhere to the principals of responsible contracting. Tishman Speyer believes that an appropriately compensated and trained workforce is likely to deliver higher quality products and services, which in turn can directly contribute to both the success of individual property investments and the overall performance of the Tishman Speyer portfolio.

Tishman Speyer has developed this Responsible Contractor Policy ("Policy") in order to ensure that contractors understand the company's commitment to responsible contracting. This Policy will guide Tishman Speyer's selection of independent contractors who provide various building operations services and construction services to real estate properties located in the United States of America. Implementation of this Policy will allow Tishman Speyer to put into practice its beliefs and goals with respect to responsible contracting.

Approved and Responsible Contractors

All contractors providing services to Tishman Speyer must satisfy certain essential prerequisites. These include, among other things, providing high-quality services; offering competitive pricing; having a high-quality management team; having past experience with comparable projects; maintaining an excellent reputation; and demonstrating a high degree of responsiveness and dependability. Only contractors that satisfy these core criteria ("Approved Contractors") can be listed on Tishman Speyer's Approved Contractor List.

Through the implementation of this Policy, Tishman Speyer plans wherever possible to utilize Approved Contractors who also are Responsible Contractors. Responsible Contractors are contractors who Tishman Speyer reasonably believes (a) pay workers fair wages and benefits; (b) utilize fair employment practices (including compliance with all applicable statutes and regulations); (c) provide a safe workplace; and (d) provide training and/or apprenticeships where such practices are prevalent in the local market. "Fair wages and benefits" for purposes of this Policy shall be determined by Tishman Speyer in its reasonable judgment, taking into consideration such factors as federal, state and local laws; local practices and prevailing wages; and past experience on comparable operating properties and construction projects (based on the nature of the property or project, the job or trade classification, and the scope and complexity of services provided).



Policy Requirements

Subject to “Administration of this Policy” below, Tishman Speyer shall endeavor to:

1. Maintain and update its Approved Contractor List from time to time to indicate which Approved Contractors also qualify as Responsible Contractors.
2. Add to Tishman Speyer’s Approved Contractor List potential new contractors that approach Tishman Speyer from time to time regarding possible engagement by Tishman Speyer, to the extent those contractors satisfy the above-noted prerequisites for serving as Approved Contractors and also qualify as Responsible Contractors.
3. Encourage participation of contractors certified by the local jurisdiction as W/MBEs if found by Tishman Speyer to meet the qualifications of Approved and Responsible Contractors.
4. Utilize such Responsible Contractors as and to the extent envisioned by this Policy.

Administration of this Policy

1. Where appropriate, Tishman Speyer shall use a competitive bidding process for building construction and building service contracts. Such a process shall apply only where Tishman Speyer can maintain exclusive control over the bidding procedures; the use of the process is both practical and prudent for the local market; there are sufficient numbers of qualified bidders to provide a true competitive environment; and the use of the procedures is otherwise consistent with the intent of this Policy.
2. All requests for proposals and invitations to bid covered by this Policy shall include the terms of this Policy.
3. Tishman Speyer shall maintain a list of all applicable service contracts for each property under Tishman Speyer management or ownership.
4. Tishman Speyer shall retain authority to administer and interpret this Policy in its sole discretion. This Policy shall not create any rights in any third parties, and is subject to review and amendment by Tishman Speyer at its election.



Applicability of Policy

1. This policy shall apply to all contracts above \$50,000 in value entered into by Tishman Speyer with respect to work to be performed in the United States. Such contract value refers to the total project value of the contracted work rather than desegregation by trade or task.

2. Tishman Speyer recognizes the limitations of adhering to this Policy in situations where Tishman Speyer does not have full discretion or where Tishman Speyer determines that the Policy's requirements are not appropriate or practical for the particular local market or situation. Where, under these conditions, adherence to this Policy is not appropriate or practical in the context of Tishman Speyer's fiduciary duties or otherwise, Tishman Speyer, using its best judgment, may permit certain contractors to be excluded from compliance with this Policy.

3. This Policy shall apply to contractors of construction and building operational services. This Policy shall not apply to administrative services, such as clerical work. Tishman Speyer, in its reasonable discretion, shall have authority to determine whether a particular service qualifies as a "service" under this Policy.



**EXHIBIT 2: TISHMAN SPEYER'S RESPONSIBLE CONTRACTOR POLICY
ACKNOWLEDGMENT AND AGREEMENT**

I, _____, on behalf of _____ ("Firm"), acknowledge that I have received and reviewed Tishman Speyer's Responsible Contractor Policy ("RCP") dated August 23, 2006, attached hereto as Exhibit 1. I understand that the Firm must comply with the requirements found in the RCP, including but not limited to those listed in Section 2 thereof ("Definition of a Responsible Contractor"). Furthermore, I acknowledge that the failure of the Firm to comply with the provisions of the RCP may result in the Firm's removal from Tishman Speyer's Approved Contractor List and the denial of future work for our Firm. The Firm hereby waives and releases Tishman Speyer Properties, LLC, and all of its officers, employees, affiliates, directors, agents, funds, investors and partners from any and all claims with respect to its implementation and enforcement of the RCP. By signing below, I confirm that the opportunity to be listed on Tishman Speyer's Approved Contractor List and render services for Tishman Speyer form good and valuable consideration in exchange for this Agreement and Acknowledgment, and that I have authority on behalf of the Firm to execute this Agreement and Acknowledgment.

Name

Title

Date



SECTION C – INSURANCE PROVISIONS

Building: _____

Owner: _____

Manager: _____

Tishman Speyer L.L.C., Agent for _____

1. Contractor and each sub-contractor engaged by contractor to perform work at the Building shall purchase and maintain the following insurance:

- Contractor's Liability Insurance.
- Commercial General Liability Insurance including premises-operations, independent contractors, completed operations, broad form property damage, personal injury and blanket contractual liability.
- Comprehensive Automobile Liability including owned, hired and non-owned automobiles.
- Statutory Workers' or Workmen's Compensation including occupational disease.
- Property Insurance on Contractor's property.

2. The foregoing policies shall contain a rider or supplemental page stating the following:

a. Special Cancellation Provision:

_____ and Tishman Speyer L.L.C. are interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled, materially changed or not renewed without at least thirty (30) days' advance written notice to _____ and Tishman Speyer L.L.C. by certified mail/return receipt requested.

b. The Comprehensive General Liability coverage includes the following extension:

- Contractual Liability Insurance is provided on a blanket broad form basis.
- Completed Operation/Products Liability provides for a one-year extension beyond completion and acceptance of the project by _____. The policy shall provide for a continuation of Contractual indemnity for the specified period.
- Incidental Malpractice.
- Liquor Legal Liability.
- The Personal Injury exclusion relating to employees is deleted.
- The other insurance clause is deleted making this insurance primary for the owner and owner's agent.

The above provisions are part of the policy coverage described on the first page of this certificate.

By: _____

(Signature of Authorized Representative)



Provision A (above) shall be in place of any preprinted certificate language regarding cancellation.

3. Certificates of insurance showing such coverages shall name Owner and Owner's Agent as additional insureds along with any lender or other affiliated entity as identified by Agent from time to time with the insurance as primary for the additional insureds. An additional insured endorsement is also required.

_____ as Owner, and Tishman Speyer L.P., as Managing Agent

for _____.

4. Contractor's insurance policies shall be in force and correct certificates filed on an Accord form (see sample attachment) or its equivalent with Owner's Agent prior to the commencement of any work in the Building.

5. Policy coverage requirements are determined by the service provided by contractors as defined below:

Trade Classification	Combined Single Limit Per Occurrence
Acoustical Ceiling	\$ 3,000,000
Aluminum Windows	\$ 5,000,000
Asbestos Removal	\$10,000,000
Carpentry & Millwork	\$ 3,000,000
Carpet	\$ 2,000,000
Caulking & Sealing	\$ 5,000,000
Ceramic Tile	\$ 2,000,000
Concrete	\$10,000,000
Delivery Companies	\$ 2,000,000
Demolition	\$10,000,000
Drywall	\$ 3,000,000
Electrical	\$10,000,000
Elevators	\$10,000,000
Exterminator	\$ 2,000,000
Façade Cleaning	\$10,000,000
Fire Protection	\$ 5,000,000
Flowers/Landscaping	\$ 2,000,000
General Contractor/Construction Management	\$50,000,000– \$100,000,000
Glass & Glazing	\$ 5,000,000
HVAC	\$10,000,000
Lath & Plaster	\$ 3,000,000
Locksmith	\$ 2,000,000
Masonry & Stone	\$ 5,000,000
Masonry & Stone Exterior Façade	\$10,000,000



Metal Toilet Partitions & Accessories	\$ 2,000,000
Movers	\$ 5,000,000
Ornamental & Misc. Metal	\$10,000,000
Painting & Finishing	\$10,000,000
Plumbing	\$10,000,000
Resilient Flooring	\$ 1,000,000
Riggers	\$10,000,000
Roofing & Sheet Metal	\$10,000,000
Scaffolding	\$10,000,000
Security	\$ 2,000,000
Signs & Graphics	\$ 1,000,000
Spray Fireproofing	\$ 3,000,000
Sprinkler Systems	\$ 5,000,000
Structural Steel	\$10,000,000
Telecommunication	\$ 5,000,000
Waterproofing	\$ 5,000,000



SECTION D – CONSTRUCTION SUMMARY SHEETS AND CHECKLISTS

ATTACHMENT A – CONSTRUCTION SUMMARY SHEET TO BE COMPLETED BY CLIENT AND SUBMITTED AT KICKOFF MEETING

Client: _____

Floor(s): _____

Scope of work: _____

1. Projected start date: _____

2. Projected completion date: _____

3. Contractors and sub-contractors:

General _____

HVAC _____

Electrical _____

Sprinkler _____

Plumbing _____

Fire & Life Safety _____

Architect _____

M/E Engineer _____

Structural Engineer _____

Expeditor _____

Other _____

4. Permit received? **YES OR NO**

If no, projected date of receipt: _____

5. Drawing list per Attachment B provided? **YES OR NO**



CONSTRUCTION CHECKLIST
TO BE USED FOR REFERENCE PURPOSES ONLY; COMPLETED BY LANDLORD

1. Drawings and specifications received on: _____
Comments on drawings returned on: _____

2. Drawing and specification review:
 - Building's consulting engineer(s)
 - Approved as submitted
 - Approved as noted
 - Resubmission required

3. Consent for alteration issued on: _____

4. Procedural checklist
 - Receipt of signed plan comments
 - Review of comments to plans
 - Receipt of building permits
 - Receipt of Landmarks Certificate of No Effect (where applicable)
 - Receipt of construction schedule
 - Receipt of sub-contractors list
 - Receipt of all contractor/sub-contractors insurance certificates
 - Review of Standard Operating Procedures
 - Distribution of building forms – burning, freight, smoke detectors
 - Client authorization letter for freight and other building services

5. Actual construction date: _____

6. Actual completion or occupancy date: _____

7. Certificate of Occupancy received on: _____

8. As-built drawings received on: _____

9. Any Tishman Speyer installation requirements? **YES OR NO**

10. Any Tishman Speyer maintenance requirements? **YES OR NO**

11. Any Tishman Speyer operating cost consideration? **YES OR NO**

12. Any Tishman Speyer recaptured cost associated with program? **YES OR NO**



LANDLORD'S WORK CHECKLIST
TO BE USED FOR REFERENCE PURPOSES ONLY; COMPLETED BY LANDLORD

- () 1. Demolish the existing Client installations in the premises and deliver the premises in broom clean condition.
- () 2. Abatement required.
- () 3. Deliver one ACP-5 certificate.
- () 4. Refurbish windows.
- () 5. Repair perimeter radiator covers.
- () 6. Replace radiator grills.
- () 7. Construct or renovate to building standard specifications two (2) restrooms.
- () 8. Provide one (1) unisex restroom.
- () 9. Verify watts per usable square feet.
- () 10. Submeter(s) installed by Landlord, at Client's cost.
- () 11. Replace/add new panel boards.
- () 12. Provide sprinkler control valve for Client to connect its sprinkler system.
- () 13. Provide primary perimeter sprinkler loop around the core of the premises with Client remaining responsible for further distribution within the premises.
- () 14. Provide as part of the existing life safety system capacity for the connection of speakers (with a maximum power consumption of up to 1 watt per sprinkler/horn) and of strobe lights (with a maximum electrical current drawing up to 1/8 of an amp per strobe light). Quantities per building standards.
- () 15. Bring the building HVAC system to a point of connection within the premises.
- () 16. Recondition/clean fan coils.
- () 17. Recondition/refurbish AHU.
- () 18. Provide ____tons chilled water and associated wet tap.
- () 19. Other _____
- () 20. Landlord work budget _____



AUTHORIZATION LETTER FOR ADDITIONAL SERVICES

I, _____, hereby authorize _____
(Client's Representative) (Employee of the General Contractor)

of _____ to request building services. I understand that there are costs
(General Contractor)

associated with these services as stated in the Client Rate Sheet and agree to pay for all expenses.

Signature: _____

Name: _____
(Please Print)

Company Name: _____
(Please Print)



SECTION E – BUILDING CONSTRUCTION RULES AND REGULATIONS

1. No smoking anywhere in the building.
2. Use freight elevators only. Passenger elevators are prohibited.
3. Restrooms are available only on certain floors. All other washrooms are prohibited.
4. Daily check-in required at lobby desk or freight elevator for building pass as required by the Building Management Office.
5. Stairway usage is prohibited.
6. Windows must remain closed at all times.
7. No loud radio music or shouting on job site.
8. Call to have base building areas opened, i.e., electric and porters' closets.
9. Wipe your feet before entering space.
10. Respect that you are working in an occupied building.
11. Construction materials are not to be stored in corridors or stairways and must be located within the demised space.
12. No loitering around the building except for the designated construction area.
13. All elevator portals will be protected as per management.
14. Storage of flammable materials is prohibited. Acetylene tanks not permitted on the premises until time of use and must be removed at the end of the work day.
15. Red tag permits are to be retained in advance of hot work.
16. Chocking doors is not allowed. All damage will be assessed and billed to client.



SECTION F – VARIOUS BUILDING FORMS

CONTRACTORS REGISTRATION FORM

- Must be submitted in the beginning of each job to the General Manager or the Operations Manager of the building.

DEDICATED FREIGHT REQUEST

- For exclusive use of freight elevator with operator.
- Must be submitted 24 hours in advance on an as-needed basis.
- Current rate for 2019-2020 is \$356.00 per hour.
- Non-exclusive use is available between 8 AM to 5 PM without charge up to two trips.
- Please note that non-exclusive use is not available for major construction deliveries.
- Access to the loading dock for deliveries is limited to a 2 hour timeframe.

BURNING, CUTTING & WELDING INSPECTION REQUEST

- Must be submitted three (3) days in advance on an as-needed basis to the fire safety director of the building.
- Red tag permit to be obtained.

SPRINKLER SHUTDOWN REQUEST

- Must be submitted 24 hours in advance on an as-needed basis to the fire safety director of the building.

SMOKE DETECTOR SHUTDOWN REQUEST

- Must be submitted 24 hours in advance to the fire safety director of the building.

PACKAGE – EQUIPMENT PASS

- For taking any equipment out of the building on an as-needed basis.

Additional forms are available in the Property Management & Hospitality Office.



SECTION G – APPROVED CONTRACTORS LIST

Approved contractors list to be provided upon request from the Property Management and Hospitality Office.

