



CONTRACTORS' RULES AND REGULATIONS 230 FIFTH AVENUE

The following applies to all contractors, subcontractors and also tenant build outs and are strictly enforced:

GENERAL BUILDING RULES

1. Access Procedures

- a. Construction workers must be in proper attire or display a contractors badge at all times while on the property.
- b. Workers will **ONLY** be allowed on the floors where construction is taking place.
- c. Building Superintendent must be given the names and contact information of all subcontractors and Foremen. The Foreman must be in the building anytime their crews are working.
- d. No access to the roof will be permitted without prior notification and escort by a Newmark Grubb Knight Frank staff.
- e. *During normal business hours, use of the Loading Area is limited to 30 minutes for loading and unloading and for no other purpose. If the Basement Loading Area is needed during nonbusiness hours, please contact the building superintendent. No items or materials of any kind may be stored in the Basement Loading Area or immediate area. All material and supplies must be immediately delivered to tenant or construction space.

2. Elevators

- a. Construction personnel may not use Passenger Elevators.
- b. Only padded Elevator #7 can be used to carry materials upon approval by manager and or Superintendent.
- c. Elevators will be cleaned after each use.
- d. Elevator tracks will be kept clean at all times; floor covering will be covered with Masonite.
- e. Elevator door bucks will be protected on the floor that construction work is in progress.
- f. Freight Elevator requests must be in writing and submitted at least eight (8) hours in advance to superintendent and or building office. There will be a \$125.00/hour charge for freight elevator service from Monday to Friday before 8:00 am or after 5:30 pm and a four (4) hour minimum charge on weekends and holidays.

3. Building Trash

- a. No construction or demolition material of any kind is to be disposed in building dumpsters.



- b. Construction trash will be removed by contractor from the Loading area daily.
 - c. The construction site and basement loading area must be cleaned of trash daily if used by construction personnel. Construction firm must provide their own trash cans.
4. Protection Systems
- a. Alarm system work is to be done only between 7:00 a.m. and 3:00 p.m. and only with approval from building Superintendent. All fire alarm devices will be inspected and terminated by **Fire Safety Alarms, Inc.**
 - b. Building fire alarm system will be turned off by the Fire Safety Director for **REPAIRS ONLY**.
 - c. When welding or soldering, the building fire alarm system must be turned off and the Contractor must be prepared with a fire watch and fire extinguisher.
 - d. All sprinkler drain down requests must be submitted in writing to the Superintendent or building office at least eight (8) hours prior to commencement of work; there will be a \$100.00 charge.
 - e. All smoke detectors on each floor must be covered with a plastic bag in affected area.
 - f. **All fire alarm wiring to be done in conduit.**
 - g. **Note: The General Contractor shall be responsible for providing an updated battery load calculations to the Chief Engineer upon completion of job.**
5. Core Drilling
- a. No core drilling will be permitted without prior written consent by a structural engineer and building management. Core drilling is only allowed before 7:30 a.m. and after 5:30 p.m. All cores shall be given to Superintendent/Chief engineer.
 - b. All floor/wall penetrations must be watertight sealed and fireproofed.
6. General Requirements
- a. The General Contractor shall visit the site and familiarize themselves with the conditions under which the work is to be performed.
 - b. Contractor shall perform all work in accordance with local codes.
 - c. Any questions or conflicts regarding drawings or specifications are to be directed to the Superintendent or the management office.
 - d. At completion of work, the General contractor shall ensure that all surfaces are cleaned and unmarked.



- e. Contractor shall repair all damages caused by him or his subcontractors during construction and replace ceiling and/or laminate flooring in all areas affected by construction and/or demolition, matching existing base color and size.
- f. Storefront windows, doors and frames shall be primed and finished according to building standards unless directions in the approved plans state an alternate finish.
- g. Holes left in ceiling after removal of electrical pipes, partitions shall be filled with an acceptable filler and spot painted to match the existing color.
- h. General Contractor shall scrape, sand, and repaint all ceiling, wall registers and grills which are reused.
- i. General Contractor shall ensure that ceiling tiles are set level in the grid and are light tight at partitions.
- j. All electrical panels, breakers, fuses, and switches shall be marked to designate the equipment or areas which the circuit serves.
- k. Appropriate cover plates shall be provided and installed at locations where floor outlets have been removed.
- l. There is absolutely **NO SMOKING** permitted anywhere in the building.
- m. Loitering and loud music is not permitted in the building.
- n. Construction personnel are not permitted to use any Newmark Knight Frank equipment or supplies unless approved by building manager or Superintendent.
- o. Utility sinks are to be cleaned daily if used; paint brushes are never to be cleaned in utility sinks using paint thinner.
- p. Areas not under construction, but *affected* by construction including **LOBBIES AND CORRIDORS**, are to be protected; floors are to be covered with protective material; dust barriers shall be erected where necessary for added protection.
- q. Contractor must also abide by all notes on Architectural and engineering drawings.
- r. Contractor will be available to perform a thorough walk-through of the completed construction site and will diligently correct any deficiencies noted during walk-through.



CONTRACTOR INSURANCE REQUIREMENTS

In consideration for permission to work at 230 Fifth Avenue, New York, NY, the Contractor agrees to the following:

Contractor, its subcontractors and sub-subcontractors shall not commence work until it has obtained all insurance referred to herein and provided proof as set forth and has been approved by 230 Fifth Avenue Associates LLC (hereinafter referred to as "Owner").

Contractor and its subcontractors and sub-subcontractors shall secure, pay for and maintain the following insurance policies in full force and effect during the term of the agreement:

- (1) Property Insurance upon all tools, material and equipment (owned, borrowed or leased by the contractor or their employees) to the full replacement value thereof during the full term of this contract. This insurance shall insure against damage or loss caused by fire and all other perils covered by a standard "All Risk" insurance policy. Contractors agree to waive its right of subrogation against Owner, owners agent and consultants. Failure of the contractor to secure and maintain adequate coverage shall not obligate Owner or its agents or employees for any losses.
- (2) Workers Compensation affording coverage under the Workers Compensation laws of the State of New York (*State of operations*) and Employers Liability coverage subject to a limit of no less than \$1,000,000 each employee, \$1,000,000 each accident, and \$1,000,000 policy limit.
- (3) Commercial General Liability Insurance written on ISO form CG00 01 10/01 with limits of \$1,000,000 per occurrence Bodily Injury and Property Damage Combined, \$1,000,000 per occurrence Personal & Advertising Injury, \$1,000,000 aggregate Products and Completed Operations Liability and \$2,000,000 General (per project) Aggregate. The policy shall be written on an occurrence basis. Any deductible shall be the responsibility of the contractor.

The policy shall not contain exclusions relating to:

- (a) contractual liability
- (b) independent contractors
- (c) gravity related injuries
- (d) injuries sustained by employee of an insured or any insured

Policy shall be endorsed to name Owner, any Fee Owner, Landlord, Managing Agents, Owners lender (if required), Newmark & Company Real Estate, Inc. d/b/a Newmark Grubb Knight Frank and Newmark Family Properties, LLC and all other entities that may be reasonably required as "additional insured" utilizing ISO Forms CG2010 and CG2037. Definition of Additional Insured shall include all Officers, Directors and Employees of the named entity, its agents and consultants. Further, insurance policy shall provide coverage for the "additional insured" on a primary basis and non-contributory irrespective of any other insurance, whether collectible or not.

Completed Operations coverage shall remain in force for not less than three (3) years after completion of the work.



- (4) Automobile Liability Insurance for Bodily Injury and Property Damage in the amount of \$1,000,000 combined and covering all owned, non-owned and hired vehicles. Policy shall include Owner as additional insured.
- (5) Umbrella Liability Insurance for the total limit purchased by Contractor but, not less than a \$5,000,000 limit providing excess coverage over all limits and coverages noted in paragraph 2, 3, and 4 above. This policy shall be written on an "occurrence" basis and shall cover Owner, its managing agent, Owners lender (if required) and all other entities that may be reasonably required as "additional insured". Coverage for the "additional insured" shall apply on a primary basis and non-contributory irrespective of any other insurance, whether collectible or not.

All policies (except automobile) shall allow for a Waiver of Subrogation in favor of Owner, any Fee Owner, Landlord, Managing Agents, Owners lender (if required), Newmark & Company Real Estate, Inc. d/b/a Newmark Grubb Knight Frank and Newmark Family Properties, LLC.

All policies noted in above shall be written with insurance companies licensed to do business in the State of New York and rated no lower than A-8 in the most current edition of A.M. Best's Property-Casualty Key Rating Guide.

(6) EVIDENCE (NOTICES) OF COMPLIANCE

All policies shall be endorsed to provide that in the event of cancellation, non-renewal or material modification, Owner shall receive thirty (30) days prior written notice thereof.

Contractor shall furnish Owner with Certificates of Insurance no later than (5) days prior to commencement of work and upon Owner's request, shall provide owner with complete copies of the aforementioned policies including all endorsements attached thereto evidencing compliance with all insurance provisions noted above.

All Certificates and policy termination notices should be delivered via certified mail to:

**230 Fifth Avenue Associates LLC
230 Fifth Ave, Suite 1018
New York, NY 10001**

FAILURE TO COMPLY WITH ANY OF THE REQUIREMENTS NOTED ABOVE WILL RESULT IN A BREACH OF THIS CONTRACT BY THE CONTRACTOR.

(7) INDEMNIFICATION/HOLD HARMLESS

The contractor shall, to the fullest extent permitted by law defend, indemnify and hold Owner, , any Fee Owner, Landlord, Managing Agents, Owners lender (if required), Newmark & Company Real Estate, Inc. d/b/a Newmark Grubb Knight Frank and Newmark Family Properties, LLC their partners, directors, members,



officers, employees, servants, representatives, consultants and agents harmless from and against any and all claims, loss, (including attorneys' fees, witnesses' fees and all court costs), damages, expense and liability (including statutory liability), resulting from injury and/or death of any person or damage to or loss of any property arising out of any negligent or wrongful act, error, omission, breach of any statute, code or rule or breach of contract, in connection with the operations of the contractor, its subcontractors and sub-subcontractors. The foregoing indemnity shall include injury or death of any employee of the contractor or subcontractor and shall not be limited in any way by an amount or type of damages, compensation or benefits payable under any applicable Workers Compensation, Disability Benefits or other similar employee benefits acts. This clause shall survive the expiration or termination of this contract and the work.

If you have any further questions, please call the management office or building superintendent at 212-545-5221.

Thank you for your cooperation.

**BUILDING MANAGEMENT
SUITE 1018**