



**Tenant Alteration Guidelines
August 2023**

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INTRODUCTION

The following guidelines apply to new Tenant construction as well as Tenant alteration work. They have been formulated for the following purposes:

1. To assist Tenants in understanding the proper methods and procedures for the performance of construction activities within the Building.
2. To maintain integrity of the architectural, structural, electrical, mechanical and fire-safety systems of the Building.
3. To ensure all work is performed in accordance with all governing laws, safety requirements and in a workman like manner.
4. To protect the rights of other Tenants.
5. To encourage Tenants to design and build sustainable spaces that align with Landlord's standards for sustainability.

The Landlord reserves the right to modify these guidelines from time to time as may, in their sole judgment, be required to preserve the integrity of the Building's structure and systems, and to ensure the safety and quiet enjoyment of the occupants of the Building.

I. GENERAL GUIDELINES

- A. Tenant shall ensure that all proposed alterations, decorations, installations, repairs, improvements and/or replacements (which shall hereafter be called "Alteration(s)", and which are sometimes referred to as "Tenant's Work" in the Lease) comply with the Administrative Code of the City of New York and all other laws, codes, ordinances, rules and regulations promulgated by all governmental agencies having jurisdiction over such Alterations, including, without limitation, the Americans with Disabilities Act.
- B. Tenant shall ensure that all Alterations are performed in accordance with all applicable provisions of the Lease. Only where the Lease is specifically more restrictive does the Lease supersede these guidelines.
- C. Tenant shall ensure that all proposed Alterations comply at minimum with the Building Standards.



- D. Tenant shall ensure that all proposed Alterations are properly designed to serve Tenant's needs, while remaining in full conformity with, and not adversely affecting, any Building systems.
- E. Tenants with access to building setbacks shall adhere to the following:
- Item G of the NYC Buildings Bulletin 2018-002 issued on March 14, 2018 which states occupied rooftops and terraces are considered special-purpose roofs and are subject to Section BC 1607.11.2.2 for minimum live load requirements. Areas for green roofs not intended for human occupancy are subject to Section BC 1607.11.3 for minimum live load requirements. Attention should be given to outdoor furniture, planters, decorative materials, artworks etc. to ensure proper anchorage against wind-induced overturning, uplift, and sliding during wind events
 - Tenant shall submit drawings to Landlord for review and approval. Drawings should include furniture specifications, weights, and detailed methods of how that furniture will be secured.
 - Tenant shall submit standard operating procedure for nightly removal of any loose accessories (i.e. pillows) that may be on the terrace. As well as a standard operating procedure for high wind events
 - Tenant agrees to maintain the overall appearance of furniture and any other additions to the roof setback
- F. All proposed Alterations are to be performed by a general contractor and sub-contractors that have been previously approved by Landlord to perform work in the Building. Refer to the Building's "List of Approved Contractors" for a complete listing.
- G. Prior to the start of the Alteration, Tenant shall submit to Landlord a complete list of Tenant's general contractor, all sub-contractors, vendors business name, email address, business address, contact, phone number, fax number and 24-hour emergency number including the required insurance documents, signed Indemnification and Hold Harmless Agreements, N.Y.C. Dept. of Buildings Work Permits.
- H. Landlord reserves the right to withhold its consent of any Alteration due to Tenant's non-compliance of any rule, regulation, requirement or guideline contained in this Exhibit or in the Lease.



- I. Landlord's approval or disapproval of any proposed Alteration shall in no event change or modify any provision of the Lease.
- J. Tenant shall only use materials and employ labor that will not result in any labor difficulty or interruption of Landlord's operation of the Building.
- K. If any part of Tenant's Alteration is improperly or inadequately performed or incomplete in any manner, Landlord shall have the right to perform all necessary corrective work at Tenant's cost and expense.
- L. Landlord reserves the right to stop the progress of any Alteration that is not being performed in strict compliance with the terms and conditions outlined herein.
- M. During construction activities, all retail Tenants and ground-level Tenants shall install white Kraft Paper on the inside of any glass windows. The paper shall be affixed to the glass in a manner to cleanly obscure visibility into the space and shall be maintained in an attractive manner for the duration of construction activities but should not be affixed in a manner so as to damage the window, the window frame finish, or surrounding finishes.
- N. During construction, remodeling or alterations of the demise premises, Tenant shall ensure that Tenant's general contractor and all sub-contractors implement a comprehensive Water Intrusion/Mitigation plan to reduce the likelihood of water damage which can lead to significant repair costs and potential business interruption. Typical Wet Work operations include but are not limited to pressure testing pipe, initial filling of pipe systems, leak testing, tie-ins to existing pipe systems, and modifications to existing pipe systems. You can get a copy of the Wet Work Permit program from the building Property Management Office (PMO).
- O. During construction, remodeling or alterations of the demise premises, Tenant shall ensure that Tenant's general contractor and all sub-contractors implement a comprehensive Fire Protection Systems impairments and Hot Work plan to reduce the likelihood of fire damage which can lead to significant repair costs and potential business interruption. Typical fire protection systems include but are not limited to fire alarm systems and its components, standpipe systems and sprinkler systems. You can get a copy of the Fire protection system impairment and Hot Work permit program from the PMO.



II. SUBMISSION OF DRAWINGS

- A. Tenant shall submit for Landlord's review and written approval, complete architectural and engineering drawings, including but not limited to mechanical, electrical, plumbing, sprinkler and structural drawings which fully detail all aspects of the proposed Alteration as follows:
- Complete set of signed and sealed Architectural and Engineering drawings submitted electronically utilizing both AutoCAD and PDF format.
 - All revisions and final "As-Built" drawings are to be provided in PDF format and AutoCAD 2004 format or newer.
 - Any and all NYC Department of Buildings approved drawings are to be scanned and forwarded electronically to planroom@durst.org.
 - Electronic drawings should be sent to planroom@durst.org. Files larger than 10mb should be uploaded to the Durst Organization's Sharefile FTP site: <https://durst.sharefile.com/filedrop> . Any drawings sent to external FTP sites will not be downloaded for Landlord review.
- B. All drawings submitted for Landlord's review must be prepared, signed and sealed by Tenant's registered architect and professional engineer, licensed to conduct business in the State of New York.
- C. Tenant's drawings must include details of connections to all Base Building systems and must be accompanied by a statement outlining the total electrical and mechanical loads.
- D. Landlord reserves the right to refer Tenant's drawings to Landlord's consulting engineers for review. All costs incurred by Landlord for any such review, approval and/or inspection of Tenant's Alteration shall be reimbursed by Tenant.
- E. Tenant shall provide Landlord, for Landlord's review and written approval, all revised, modified and/or additional drawings issued in the course of the Alteration, in the quantities and format outlined in (A.) above.
- F. Landlord's review and approval of Tenant's drawings is for consent purposes only and is not a review for compliance with any law, ordinance, code or insurance requirement, nor a review of the adequacy of Tenant's design. No such approval or comments shall constitute a waiver of the obligation that the Alteration complies



with all governmental laws, codes, rules, regulations, or the terms and conditions outlined in this Exhibit.

- G. Landlord's approval or disapproval of the Alteration, or required revisions to and re-submission of Tenant's drawings which incorporate Landlord's comments shall in no way be construed or considered a delay caused by Landlord.
- H. Upon the completion of the Alteration, Tenant shall provide Landlord a complete set of final architectural and engineering "As-Built" drawings in the quantities and format outlined in (A.) above. In addition, the Tenant is required to submit to Landlord a Project Close Out Package, which includes project directory, DOB/FDNY/or any other Authority Having Jurisdiction (code-related) sign offs with no open violations, Third Party final inspection report, balancing report, and hydrostatic report. Tenant is responsible for the cost related to curing any violations.

III. FILING REQUIREMENTS

- A. Prior to the commencement of the Alteration, Tenant's architect or other representative designated by Tenant, shall file all drawings relative to Tenant's Alterations with the N.Y.C. Department of Buildings and all other governmental agencies having jurisdiction thereof.
- B. Tenant shall pay the cost of all filing and permit fees necessary to secure all required approvals and permits from the N.Y.C. Department of Buildings and all other governmental agencies having jurisdiction thereof.
- C. No Alteration shall commence without a permit issued by the N.Y.C. Department of Buildings. Copies of all N.Y.C. Department of Buildings approved applications, permits and drawings are to be submitted to Landlord prior to the start of the Alteration.
- D. All work shall comply with all rules, regulations, codes, laws and ordinances of the city, state and federal governmental agencies having jurisdiction, including without limitation, those relative to the Americans With Disabilities Act.
- E. Upon the completion of the Alteration, Tenant shall submit to Landlord, copies of all final signoffs and controlled inspection reports from the N.Y.C. Department of Buildings and all other governmental agencies having jurisdiction thereof.



IV. INSURANCE REQUIREMENTS

Hold Harmless

1. To the fullest extent permitted by law, Tenant shall compel its General Contractor/Construction Manager ("GC/CM") and every tier of Sub-Contractor ("Sub-Contractor") (all of which are collectively referred to herein as "Indemnitor") to execute the current Hold Harmless form created by Landlord and provided to Tenant, pursuant to which Contractor shall indemnify, defend and hold harmless Landlord, Royal Realty Corp., and all affiliated and subsidiary corporations, limited partnerships, limited liability companies, and other entities thereof as may now or may hereafter exist, including nominees or trusts, and the shareholders, members, managers, partners, directors, officers, employees, agents, and assignees of any such corporation, limited partnership, limited liability company, person or entity (collectively, "The Indemnified Parties"), from and against any and all loss or damage, claim, demand, liability, fine, penalty, lien, suit or action (collectively, a "Claim") by reason of bodily injury, death or damage to property, including, without limitation, claims for attorneys' fees, professional fees, court costs, expenses and disbursements, directly or indirectly arising out of (i) any purchase or work order; (ii) any work of Indemnitor or of any of its sub-contractors, or any of Indemnitor's or such sub-contractor's respective agents, servants or employees (each, an "Indemnitor Party" and, collectively, "Indemnitor Parties"); (iii) any Indemnitor Party's failure to perform any work required; (iv) any Indemnitor Party's negligence, willful misconduct, breach of contract or infringement of any patent right (except to the extent specified in any contract for Indemnitor's work) or (v) any Indemnitor Party's failure to comply with any applicable law, rule, regulation or permit, and Indemnitor shall, at its own cost and expense, defend any Claim which may be asserted or commenced against The Indemnified Parties, by reason thereof and shall pay and satisfy (a) all judgments which may be rendered in any such Claim and (b) all related costs and expenses, including reasonable attorneys' fees, professional fees, court costs, expenses and disbursements, and shall keep the property of The Indemnified Parties free and unencumbered of any charge or lien of any kind. Should insurance not be provided as per the requirements outlined below, Indemnitor shall indemnify, defend and hold harmless The Indemnified Parties at its sole expense. Indemnitor shall advise Landlord promptly, in writing, of the service upon any Indemnitor Party of any summonses, notices, letters or other communications alleging any claim or liability against The Indemnified Parties or with respect to the Building or its surrounding area upon which Indemnitor is working.



Insurance

1. Prior to the start of any Alteration, Tenant shall ensure that Indemnitor shall secure, and keep in full force and effect throughout the term of the project at the Building, the following insurance coverage at the sole cost and expense of Contractor. Such insurance shall be primary and non-contributory, notwithstanding any other insurance that might be in effect for The Indemnified Parties:
 - a. Commercial General Liability Insurance, including Contractual Liability, Products & Completed Operations Liability (including XCU coverage where appropriate), Broad Form Property Damage, Personal and Advertising Injury Liability, written on an occurrence form, with combined bodily injury and property damage limits of liability of no less than:
 - i. For GC/CM: \$1,000,000 per occurrence, \$2,000,000 per project general aggregate, \$2,000,000 Personal & Advertising Injury and \$2,000,000 Products and Completed Operations Liability (subject to reasonable adjustment from time to time upon request from Landlord based on scope and nature of the work involved; if a policy aggregate must be provided, limits must be at least \$2,000,000 per occurrence and \$4,000,000 general aggregate); and
 - ii. For Sub-Contractors: \$1,000,000 per occurrence, \$2,000,000 per project general aggregate, \$2,000,000 Personal & Advertising Injury and \$2,000,000 Products and Completed Operations Liability (subject to reasonable adjustment from time to time upon request from Landlord based on scope and nature of the work involved; if a policy aggregate must be provided, limits must be at least \$2,000,000 per occurrence and \$4,000,000 general aggregate).

The policy should be written on form CG00 01 07 98 or its equivalent and shall not include any exclusions or limitations other than those incorporated in the standard ISO form, which will in any way negatively affect coverage provided to The Indemnified Parties.

- b. Workers' Compensation Insurance providing statutory benefits for Indemnitor's and each Sub-Contractor's employees and



Employer's Liability coverage in an amount that is not less than \$1,000,000 for each accident (for each of bodily injury by accident, bodily injury, and each employee for bodily injury by disease).

- c. Automobile Liability Insurance, including owned, non-owned and hired- car liability insurance for combined single limit of \$1,000,000 per occurrence (in the event that loading dock access is needed).
- d. Umbrella/Excess Liability Insurance with limits no less than:
 - i. For GC/CM: \$10,000,000 per occurrence and aggregate, following form basis to all underlying primary insurance policies (subject to reasonable adjustment from time to time upon request from Landlord based on scope and nature of the scope of the work involved; if a policy aggregate must be provided, limits must be at least \$15,000,000 per occurrence and aggregate).
 - ii. For Sub-Contractors: \$5,000,000 per occurrence and aggregate, following form basis to all underlying primary insurance policies (subject to reasonable adjustment from time to time upon request from Landlord based on scope and nature of the scope of the work involved; if a policy aggregate must be provided, limits must be at least \$10,000,000 per occurrence and aggregate).
- e. Professional Liability Insurance (in the event that professional services are provided) with limits no less than:
 - i. For GC/CM: \$5,000,000 per occurrence and \$10,000,000 aggregate.
 - ii. For Sub-Contractors: \$3,000,000 per occurrence and aggregate.

Professional Liability Insurance shall be maintained in full force and effect during the Alterations and for a period of two years after the completion of any and all of the Alterations. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date the date under which any work contemplated hereunder is commenced.



- f. At Tenant's own cost and at Landlord's option, "Builders Risk" coverage on the Alterations shall be required in an amount satisfactory to Landlord. Said improvements are to be included in or added to Tenant's insurance policy, and The Indemnified Parties shall be added as additional named insureds *a/i/m/a*.

In the event a deductible applies to any of the above policies, the deductible amount will need to be approved by Landlord.

2. GC/CM and Sub-Contractors are required to maintain completed operations for three years after the work is completed.
3. All required insurance policies and bonds shall be maintained with insurance companies licensed within the State of New York and holding an A.M. Best rating of no less than A-, VIII. Said policies shall contain a provision that coverage will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice has been provided to Landlord or its agent.
4. Indemnitor shall agree to waive its rights of subrogation against The Indemnified Parties and shall have included in each of the above policies, except Professional Liability, a waiver of the insurer's rights of subrogation against The Indemnified Parties.
5. Landlord may at any time during the term of this Lease change or modify the limits and coverages of insurance. The requirements for insurance procured by Indemnitor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Indemnitor or Tenant under this Lease. The insurance requirements are not a representation by the Landlord as to the adequacy of the insurance to protect the Indemnitor or Tenant against the obligations imposed on them by law or by this or any other Agreement.
6. Certificates in customary forms, i.e., Acord 25 (2009/09) accompanied by insurance endorsements/forms: (1) schedule of forms, (2) additional insured endorsements (CG2010 (07/04) and CG2037 (07/04) or their equivalents), (3) waiver of subrogation (CG2404 or its equivalent), (4) primary & non-contributory coverage (CG2001 (04/13) or its equivalent), (5) cross-liability clause (CG00 01 07 98 or its equivalent), and (6) if required, loss payee, evidencing all terms of this Section of the Lease, shall be delivered to Landlord or its agent prior to commencement of any Alterations. All Additional Insureds shall be covered under Commercial



General Liability, Automobile Liability, and Umbrella/Excess Liability policies. Similar certificates evidencing the renewal or replacement of such insurance shall be delivered at least ten (10) days prior to the effective date of such renewal or replacement.

Tenant Obligations

1. Tenant shall not permit, suffer or allow its GC/CM, Sub-Contractors, vendors, or any other person or entity involved in the Alteration to commence or proceed with any work until all required insurance has been obtained and acceptable certificates of such insurance and indemnification have been delivered to Landlord and approved by Landlord's risk management department. If insurance, as required hereunder, is cancelled, non-renewed or materially changed within thirty (30) days of the required notification as noted in Section B.2 hereof, all work shall cease and desist until the required insurance is in place and revised certificates of insurance, if applicable, are provided to Landlord.
2. If work by Tenant must be performed in premises other than Tenant's own demised premises or Landlord's common areas, then Tenant will be required to provide Certificates of Insurance regarding such work, for the same hold harmless and insurance requirements set forth hereinabove to the entity in whose space such work takes place, naming said entity as the certificate holder and an additional insured and naming Landlord as additional insured.

V. LANDLORD INSPECTION SERVICES

- A. Tenant shall comply with the following Landlord Inspection Services process for the Landlord to verify the construction in the demised premises is performed in accordance with the terms of the Lease, applicable Legal Requirements, Building Standards, Tenant's Final Plans, and these guidelines.
- B. Landlord and its representatives shall conduct visual/static inspections of the construction site at major MEP installation milestones (e.g. 25%, 50%, 75%, 100% MEP completion) and shall witness functional testing for any Tenant equipment that is connected to, or communicates with, any Base Building system. After each inspection, Landlord will provide documentation detailing any comments or open items that the Tenant shall be required to rectify.



- C. Prior to the commencement of construction, Tenant shall provide the Landlord with an Inspection Schedule in accordance with the inspection milestones. Tenant is responsible for notifying the Landlord when the construction site is ready to be inspected and communicating any changes in schedule.
- D. Tenant is responsible for providing time within the schedule for remediation work post inspection as well as additional inspections (as required) for Landlord to confirm comments were addressed.
- E. Static Inspections at 25%, 50%, 75%, and 100% MEP completion includes, but is not limited to the following:
 - 1. Tenant MEP design is in line with Landlord's Building Standards
 - a. BMS graphics are reflective of installed conditions;
 - b. Labeling standards are met;
 - c. Full sized future taps as required for MEP services are provided;
 - d. Floor drains and curbs are installed in accordance with these guidelines; and
 - e. Base Building systems and spaces are not impacted by Tenant design.
 - 2. Communications
 - a. BMS sensors and devices annunciate at BMS system; and
 - b. New meters (electric, water, BTU, steam, etc.) communicate properly with building metering system.
 - 3. Tenant's Final Plans
 - a. Landlord drawing review comments to be verified in the field.
 - 4. Tenant Alteration Guidelines (compliance under these guidelines)
 - a. Reviewing installation against requirements defined in section VIII of these guidelines
 - 5. Architectural/Structural Review
 - a. Firestopping/fireproofing is provided where required;
 - b. Façade penetrations align with the Lease;
 - c. Waterproofing is provided where required;
 - d. If applicable, terrace activation aligns with the Lease;



- e. Shade pocket details align with Building Standards;
 - f. Architectural elements do not impact building egress/MEP systems;
 - g. Reviewing size, quantities, and locations of slab penetrations/poke thrus that may impact the floor below;
 - h. Reviewing size, quantities, and locations of façade penetrations, alterations, etc.;
 - i. Verifying acoustical details; and
 - j. Verifying proper access to Base Building MEP systems.
- F. Functional Testing at MEP substantial completion includes, but is not limited to, the following:
- 1. Finned Tube/Perimeter Heating
 - a. Required Trades: HVAC Contractor, Controls Contractor;
 - b. Scope: Static inspections, BMS communication/power/graphics, sequence of operation, interaction with VAVs, etc.; and
 - c. Minimum Duration: 2 hours per zone (total duration depends upon the size of system and the demised premises)
 - 2. VAV Boxes/Fan Powered Boxes/Etc.
 - a. Required Trades: HVAC Contractor, Controls Contractor;
 - b. Scope: Static inspections, BMS communication/power/graphics, sequence of operation, interaction with finned tube valves, etc.; and
 - c. Minimum Duration: 2 hours per zone (total duration depends upon the size of system and the demised premises).
 - 3. Tenant Supplemental Condenser Water Units
 - a. Required Trades: HVAC Contractor, Controls Contractor;
 - b. Scope: Static inspections, Tenant BMS communication/power/graphics, sequence of operation, interaction with associated leak detection and valves, etc.; and
 - c. Minimum Duration: 4 hours per unit.
 - 4. Plumbing Pressure Booster Systems
 - a. Required Trades: Plumbing Contractor, Controls Contractor;
 - b. Scope: Static inspections, BMS communication/power/graphics, sequence of operation, interaction with associated valves, etc.; and
 - c. Minimum Duration: 2 hours per unit.



5. Any Other Specialty Tenant Installed MEP Systems

VI. BUILDING SERVICES AND FREIGHT ELEVATOR

- A. Prior to the start of work, Tenant shall provide the Property Management Office with written authorization allowing Tenant's general contractor/CM to schedule all necessary Building services and freight elevator services at Tenant's cost and expense.
- B. Any shutdown of the Building's mechanical, electric, plumbing, sprinkler or fire alarm systems required in connection with the Alteration shall be requested through the Property Management Office in writing, at least 48 hours prior to the requested shutdown date. Building system shutdowns shall be scheduled on non-business days or on business days between 7:00PM and 6:00AM with all work being completed during this time. Shutdowns shall be performed by Landlord's personnel and/or designated contractors at Tenant's cost and expense. Any shutdown that affects other tenants or Building operations is to be requested at least two (2) weeks prior to the requested shutdown date and is to be scheduled subject to final approval and coordination by the Property Manager.
- C. Tenant shall be responsible for the reimbursement of all reasonable costs (including but not limited to preventative measures, repairs, testing, standby personnel, etc.) incurred by other tenants resulting from any shutdown necessitated by the Alteration.
- D. The use of the freight elevators for hoisting materials, equipment and the removal of rubbish shall only be permitted during non-business hours or on non-business days and shall be arranged and scheduled through the Property Management Office. Tenant shall be required to pay the Building's standard hourly charge for overtime freight elevator use. A four (4) hour minimum charge will apply for all weekends and holidays.
- E. Landlord will not assume any responsibility for any disturbance to Tenant or deficiency created in any mechanical system or electrical service to the demised premises by reason of the Alteration.
- F. All necessary cleaning and repair of the Building common and core areas, equipment, or systems affected by or resulting from the Alteration, will be performed by Landlord's personnel, or other Landlord approved service vendor at Tenant's cost and expense.



- G. Tenant shall be responsible for Landlord's standard charges for porters, security, engineers, elevator mechanic and other costs incurred by Landlord in connection with the Alteration as specified herein. All requests for services provided by Landlord shall be made by the work request Portal ("Aware"). No phone calls or emails will be accepted.
- H. All construction deliveries shall be booked in advance. Street walk up deliveries may not be accepted due to service elevator demand. Deliveries must be clear of the loading dock before business hours. No parking in loading dock other than time required to offload or pick up materials. No deliveries shall be placed in loading dock unless trade persons are onsite to receive materials. Only one loading dock space or bay shall be used per delivery vehicle. CM must provide estimated time required and name of vendor. Landlord has the right to refuse deliveries not scheduled or deliveries running into business hours due to CM's scheduling.
- I. All construction personnel, and the delivery of all tools, equipment and material shall be required to use the freight elevator at all times. The use of the passenger elevators for any purpose is strictly prohibited.
- J. All work that produces a flame, heat or sparks such as, but not limited to welding, abrasive cutting, soldering, grinding and torch work is known as "Hot Work". All Hot Work must be performed in accordance with the Building's Hot Work loss prevention plan. Contact the Property Management Office for a copy of the plan.

K. HVAC Services for Tenant Work

The process of Tenant Work presents risks to both other occupants within the same HVAC zone and higher costs for servicing HVAC equipment.

The below guidelines are designed to improve indoor air quality (IAQ) and protect HVAC equipment.

1. Buildings with one HVAC system per floor:

- A. HVAC services shall start on the commencement of Tenant Work as requested by Landlord's Project Manager with Tenant authorization.
- B. HVAC services, including any overtime HVAC services shall be provided in accordance with the Lease. Engineers shall install on



return air ducts pre- filter materials as selected and approved by Durst Sustainability.

- C. Supply air fan systems shall have all designed filters installed. Buildings that use Carbon Filters will not install these filters until the end of Tenant Work when all filters are replaced.
- D. Supply air fan systems shall be monitored for static pressure drops and filters replaced when pressure drop indicates filters require changing.
- E. Landlord shall provide filters monthly at Tenant's expense. This is a labor rate for the minimum labor required to change the pre-filters, return filters and inspect the system. Estimated time is 2-man hours plus material costs.
- F. Preparations for Tenant occupancy will be removal of all air filters from supply air system and removal of return air duct pre-filters. HVAC fan shall be cleaned and filtered. Tenant shall pay costs for filters and labor.

2. Buildings with central supply fans and HI units:

Interior Supply Air

- A. HVAC services shall start on the commencement of Tenant Work as requested by Landlord's Project Manager with Tenant authorization.
- B. HVAC services, including any overtime HVAC services shall be provided in accordance with the Lease.
- C. Engineers shall install on return air ducts pre-filter materials as selected and approved by Durst Sustainability.
- D. Supply air fan systems shall have all designed filters installed.
- E. Tenant shall be invoiced for monthly service of return air duct filters. This is a labor rate for the minimum labor required to change the Pre-filters, return filters and inspect the system. Estimated time is 1-man hour plus material costs.



- F. Prior to Tenant's occupancy all return air duct pre-filters shall be removed and inspected

Perimeter HI Units

- A. Chief Engineer and Property Manager shall establish a protection plan for the window HI units.
- B. Tenant's general contractor/CM shall be responsible to protect the enclosure from any damage.
- C. HI Unit air discharge shall not be blocked without Landlord consent.
- D. HI unit coil shall be protected from dust by a pre-filter that is disposable and serviced as required monthly.
- E. Tenant's general contractor/CM shall clean the HI unit fully, coil vacuumed, nozzle chamber cleaned, and all enclosure panels installed with Landlord present.

VII. DEMOLITION AND CONSTRUCTION

- A. All demolition, construction and other such work which creates disturbance or annoyance to other tenants in the Building or interferes with the Building operations (including, but not limited to chopping, coring, cutting, fumes, odors, drilling, anchoring, welding, sawing, etc.) must be scheduled with the Property Management Office and must be performed before or after business hours (8:00 am – 6:00 pm) or on non-business days or as otherwise directed by Property Management. Property Management reserves the right to stop work at any time, which in Landlord's sole judgment, fails to comply with this requirement.
- B. Tenant's general contractor/CM shall provide an approved, licensed electrician as standby during all demolition work.
- C. All demolition work shall be supervised by Landlord's representative at Tenant's cost and expense
- D. For information regarding the demolition of Distributed Antenna Systems (DAS), see the "Cellular Distributed Antenna System (DAS) Standards located in the Mechanical/Electrical/Plumbing/Fire Protection Standards section.



- E. Tenant's general contractor/CM shall:
1. Have a superintendent or foreman at the premises at all times when work is in progress.
 2. Have a Kickoff Meeting with Landlord's Property Manager and/or Project Manager; provide a schedule and emergency contact list.
 3. Have weekly on-site meetings with Property Manager, Engineer and Project Manager.
 4. Monitor the actions and activities of all workers involved with the Alteration to ensure strict compliance with this Exhibit.
 5. Keep the demised premises and all Building common and core areas clean, orderly, and properly protected from damage during the course of the Alteration. All debris is to be placed in appropriate containers and removed from the Building daily.
 6. Protect and seal off the HVAC elevator lobby doors to prevent dust and dirt from entering the elevator shafts and equipment.
 7. Protect the perimeter HVAC or heating units and enclosures from dirt, dust and damage.
 8. Protect and seal off all supply and return grilles, diffusers and ducts to prevent dust from entering the Building's air conditioning and ventilating systems.
 9. Protect all fire alarm devices (speakers, strobes, smoke detectors, etc.) and wiring.
 10. Ensure that all work is performed in accordance with O.S.H.A. rules and regulations.
 11. Ensure that all operable windows remain closed during the Alteration.
 12. Clean and vacuum the inside of all perimeter enclosures upon completion of the Alteration. Tenant's General Contractor (GC) / Construction Manager (CM) to restore any damage to spaces accessed or worked in during the course of the project. Final cleaning shall include all core closets



and Mechanical Equipment Room spaces as required by Property Manager after review.

13. Ensure that all contractor personnel involved with the Alteration are issued identification badges that are clearly worn at all times. Only such personnel will be permitted access to and from the demised premises. Any contractor and/or sub-contractor not complying with this regulation, or found outside the demised premises without authorization from the Property Management Office will be banned from working in the Building. GC/CM is required to provide list or personnel for issuance of access cards for all trade persons working on project for more than 10 working days. Trades accessing properties for short term (less than 10 working days) must be pre-enrolled in the visitor management system. No walk-up sponsorships or phone calls will be accepted. All trades and design person shall only access project space by loading dock or approved trade access point.
 14. Ensure any proposed alterations affecting the elevator doors, fixtures, or call buttons are performed by the building's elevator vendor.
- F. All electro-static spray painting must be performed after normal business hours and is to be scheduled with the Property Management Office.
 - G. The storage of tools, equipment, material, debris, or other construction related items in the Building common or core areas, stairways, roof, sidewalks, etc. is strictly prohibited.
 - H. Only UL, BSA, and MEA approved material and equipment are to be used in any Alteration.
 - I. If at any time during the Alteration that the Building fire alarm and sprinkler systems are to be temporarily disabled, Tenant's contractors, at Tenant's cost and expense, shall maintain the necessary FDNY certified fire watch personnel for the demised premises required by governmental authorities having jurisdiction. In addition, Landlord will provide additional fire watch, at Tenant's cost and expense, for all areas outside of the demised premises that may be affected by such temporary shutdown. If at any time during the Alteration, Tenant's work activates the fire alarm; Tenant shall be responsible for all resulting costs, penalties, and repairs.
 - J. All perimeter HVAC enclosures and grilles that are damaged or missing as a result of the Alteration are to be replaced with new to match existing.



- K. Drywall partitions or installation abutting perimeter window mullions must allow for the operation of operable and pivoting windows where applicable. The fastening of metal studs to the perimeter window mullions and perimeter HVAC enclosure is not permitted.
- L. All perimeter HVAC enclosures and grilles are to be removed prior to painting and re-installed when dry. Do not paint in place.
- M. The chasing or chopping of the structural slab, masonry core walls and/or perimeter walls is strictly prohibited.
- N. The attachment of drywall metal studs or track to mechanical, electrical, plumbing, sprinkler or any Building system is not permitted.
- O. Access doors must be provided in ceilings and walls as required for access to all Building equipment and Tenant equipment.
- P. All locking devices must be keyed to the Building Master keying system and coordinated with the Property Management Office.
- Q. Tenant's general contractor/CM shall be responsible to properly patch, seal and fire-stop all penetrations in the slab, core walls, core closets, demising walls and perimeter walls. All structural fireproofing must be replaced if damaged or missing.
- R. Tenant shall not install any outside louver or modify the exterior of the Building in any way without Landlord's prior written approval.
- S. All unused piping, ductwork, conduit, wiring, cabling, equipment, materials and previously installed work that is no longer being utilized is to be removed in its entirety.
- T. All fire exits shall be kept clear and accessible at all times. Tenant's general contractor is to provide fire extinguishers in sufficient quantities and type required by the size and scope of the Alteration.
- U. Tenant shall not install any equipment in the Building Electric Closets, Telephone Closets, Mechanical Equipment Rooms, or any Building common or core areas without prior written approval from Landlord.
- V. No exposed piping of any kind will be permitted.
- W. All wood used in the Alteration is to be "fire-rated".



- X. All risers, valves, piping equipment, etc. are to be clearly tagged and labeled.
- Y. All work, which creates fumes or smoke, shall be mechanically exhausted to the outside of the Building, and is to be coordinated with Property Management.
- Z. Tenant's design shall incorporate all necessary sound proofing measures to prevent all noise or sound from emanating from the demised premises, which in Landlord's sole judgment, creates a disturbance or annoyance to other tenants in the Building.
- AA. All furniture and equipment must be located a minimum of 1'-0" from the face of any perimeter heating and/or air conditioning enclosure.
- BB. Demolition and Construction activity shall be in accordance with the following:
Appendix A: Durst Construction Indoor Air Quality Management Plan for Existing Buildings
Appendix B: Durst Construction + Demolition Waste Management Plan for Existing Buildings
- CC. On-site, wet-applied products (i.e. adhesives, sealants, paints, coatings) are recommended to be selected from the Durst Best In Class Product List. If an alternate product is selected for use, it must meet or exceed the VOC content and VOC emissions of the products listed on the Best In Class Product List. The Best in Class Product List is available through the Property Management Office.

VIII. MECHANICAL/ELECTRICAL / PLUMBING/FIRE PROTECTION STANDARDS

MECHANICAL STANDARDS

1. All mechanical piping, valves, equipment, dampers etc. are to be properly tagged and labeled.
2. Tenant shall provide Landlord with two (2) copies of final air-balancing reports approved by Tenant's engineer upon completion of the Alteration. Tenant's general contractor shall only use the services of the Building approved air-balancing contractor to perform such balancing and adhere to the following protocols:
 - a. Mechanical plans are to be provided to balancer during the bid process



- b. Contract to be awarded to balancer upon approved shop drawing
 - c. Once contract is awarded balancer should be included on weekly sub meeting invite
 - d. Site walkthrough required two weeks prior to testing and balancing
 - e. All special requirements, i.e., overtime, DOB sign offs, critical systems, building operations, etc., are to be disclosed at time of initial site walkthrough
 - f. CM/Contractor must notify Balancer of any change or modification to the scheduled date no later than one week prior to scheduled date. All stamped TABB reports will be provided within 14 days of completion field readings.
3. Tenant's HVAC design shall include return air openings in all full height drywall partitions, in sufficient size, location and quantity as required for proper return air flow.
4. All new and existing supply air ductwork is to be properly sealed, insulated, and pressure tested for leaks.
5. The Building Management System (BMS) is capable of expansion by Tenant (wiring, devices and the like, to be installed by Tenant pursuant to terms of the Lease) for sufficient DDC points for Tenant's ductwork distribution systems, variable air volume (VAV) boxes, CAV fan powered boxes and / or VAV fan powered boxes in accordance with good engineering practice and to be consistent with the terms of the Lease.
- a. In Building's requiring VAV systems, Tenant's HVAC design shall incorporate only Building approved VAV boxes and controllers which are compatible with the Building's BMS system. No substitutions are permitted. Contact the Property Management Office for additional information and equipment specifications.
 - b. Tenant shall be responsible for power and control wiring from the nearest terminal device to the perimeter fin tube control actuator. Graphics shall illustrate which terminal device is controlling each valve. (Applicable only to OBP, 1133, 1155, 151, 855, 205, 825)



6. All existing VAV boxes that are to be re-used must be re-fitted, to the extent not previously installed, with new controllers that are compatible with the Building's BMS system.
7. All VAV boxes that are removed during demolition are not to be reused. New building standard VAV boxes, controls and thermostats are required.
8. Tenant shall be required, at Tenant's cost and expense, to utilize the services of Landlord's contracted BMS vendor or other contractor designated by Landlord to adjust, test, alter, relocate, add to, or remove any equipment connected to the BMS system required by or resulting from the Alteration.
9. Tenant shall be responsible for all costs resulting from the maintenance and service of all VAV boxes and controllers within the demised premises.
10. All new and existing ductwork that passes through a fire-rated partition or wall shall be provided with U.L. or B.S.A. fire/smoke dampers and access doors.
11. Flexible ductwork and connectors are not permitted.

ELECTRICAL / FIRE ALARM STANDARDS

1. In an effort to align the Tenant fit-out with the Building's energy performance and sustainability standards, Tenants shall be required to install LED lighting fixtures throughout the demised premises.

All electrical risers, panels, boxes and equipment are to be properly tagged and labeled.
2. All electric panels are to be provided with complete, accurate and typed panel directories.
3. All penetrations in or through the slab, core walls or rated partitions are to be properly sealed and fire-stopped.
4. All masonry core walls, perimeter walls and columns are to be furred-out to receive new electrical devices or equipment.
5. All low voltage wiring and cable in partitions is to be run in conduit. Provide conduit stub-up from an approved box to suspended ceiling above.



6. All wiring and cable that is run below the slab is to be in conduit. All conduit is to be properly supported and run as tight as possible to the underside of the slab.
7. All wiring and cable that is run in Building common or core areas or other tenant's premises is to be run in conduit.
8. Tenant shall coordinate all modifications to the existing security system serving the demised premises with the Property Management Office and the Building's security system vendor.
9. Tenant, at Tenant's cost and expense, shall only use the services of Landlord's contracted fire alarm service vendor. Landlord's fire alarm Vendor will contract directly with the electrician to adjust, test, alter, relocate, service, maintain, add to, or remove all equipment or devices connected to the Building's fire alarm system required by or resulting from the alteration.
10. Prior to Tenant occupancy, the Tenant must perform a fire alarm pre-test with building's approved F.A. vendor, building personnel and provide documentation that a fire alarm inspection has been scheduled with the FDNY.
11. Tenant to provide FDNY Letter of Approval to Landlord.
12. The use of portable, desktop, or other type of space heating devices or fan devices, whether electrically operated or otherwise, is strictly prohibited.
13. All Tenant fire alarm sub-systems shall be interfaced with the Building's fire alarm system at Tenant's cost and expense. The filing of all Tenant sub-systems is to be filed by Tenant at Tenant's cost and expense.
14. Surface mounted wire-mold or wire raceways are not permitted.
15. The use of extension cords, other than surge suppressor outlets, is not permitted.



CELLULAR DISTRIBUTED ANTENNA SYSTEM (DAS) STANDARDS

1. Existing Tenant moves out.
2. PMO shall conduct a visual inspection of the existing DAS infrastructure on tenant floor within 2-3 days of the tenant's departure and proceed with this SOP as follows:
 - a. IF DAS cabling (coax) has previously been installed high and tight to the deck above with jumpers to each antenna location and looks to be in adequate condition, then this cabling shall be protected during demolition/build-out and re-used by the next tenant. SOP step 3.b.iii applies.
 - b. IF DAS cabling (coax) was not installed high and tight to the deck above and will present a considerable challenge to the demolition of the space or the subsequent build-out, then this cabling shall be demolished. SOP step 3.b.iv applies.
3. Landlord Project Manager shall contact the building PMO for Landlord approved DAS vendor authorized to secure the DAS antennas/jumpers and safe-off associated remote units.
 - a. Proper notice to the Landlord approved DAS vendor is considered 4 weeks in advance of the requirement for on-site presence.
 - b. DAS vendor shall:
 - i. Attenuate DAS active equipment to halt transmitting. This includes disconnecting the DAS cabling (coax) from the remote units and securing a termination on the output of the remote units.
 - ii. Antennas and jumpers shall be carefully removed and turned over to the property management office for safe storage. Re-use of antennas is at the discretion of the tenant.
 - iii. (IF applicable) DAS cabling (coax) shall be secured to the deck in any locations where it suspends down more than (6) six inches, tagged "to remain", and protected in areas of heavy demolition.



- iv. (IF applicable) DAS cabling (coax) shall be tagged for demolition with the remainder of the space.
4. Following adherence to all previous steps, demolition of floor/space may begin.
5. New tenant enters into an agreement with the Landlord approved DAS vendor for design and installation services associated with their floor(s)' DAS. IF DAS cabling (coax) was previously left high and tight to the deck above for the tenant's reuse then the new DAS design does not need to include new coax.
 - a. Proper notice to the Landlord approved DAS vendor is considered 12 weeks in advance of the requirement for installation.
 - b. Tenant transmits their reflective ceiling plan(s) (RCP) in PDF format to the Landlord approved DAS vendor.
 - c. DAS vendor designs the DAS antenna distribution based on the tenant's RCP(s) and floor plan(s) to meet coverage requirements.
 - i. Situationally dependent RF benchmark testing may be required.
 - ii. Coordination with the other trade work shall be conducted to ensure the safety of the DAS cabling (new or existing coax).
 - iii. IF DAS cabling (coax) is being re-used, then the antenna location limitations due to the existing coax shall be considered.
 - d. Tenant/vendor obtains approval from the DAS system owner for the design of the DAS.
 - e. Once approval is obtained, Landlord approved DAS vendor may begin build-out.
 - i. IF new DAS cabling (coax) is being installed, this work shall take place before any other trade work. DAS cabling (coax) shall be installed high and tight to the deck above and secured in place no less than every (6) six feet.



- ii. Tenant/vendor shall collect the stored antennas and jumpers from the PMO for reinstallation and request a proof of receipt.
 - f. Tenant/vendor shall test the reinstalled DAS for designed coverage.
6. Tenant/vendor shall submit DAS as-builts and successful test reports to Landlord and the DAS system owner.

PLUMBING/FIRE PROTECTION STANDARDS

1. All Tenant installed toilet rooms, pantries, kitchens, supplemental mechanical equipment rooms, and any other rooms requiring the use of water shall be provided with floor drains. All such areas shall be provided with membrane waterproofing and a 4" dam or curb where suitable (i.e., at partitions). Kitchens and supplemental mechanical equipment rooms are to be provided with a 4" concrete curb around the entire perimeter of the room. In areas with raised flooring, the floor drain, membrane water proofing, and curbing shall be installed below the wet area on the structural slab forming a "bathtub". Drain daylighting or perforated raised floor panel(s) shall be installed to allow water to drop down to the "bathtub" at the structural slab to be drained. Submersible pumps and catch basins for waste are prohibited.
2. All electric hot water heaters are to be provided with a drip pan and relief valve that is to be piped to a drain approved by Landlord.
3. All new and existing hot and cold-water piping is to be properly insulated.
4. When connecting new hot and cold water lines to existing risers, Tenant's plumbing design shall provide an additional valved outlet of equal size and type for future tie-in capability.
5. All new plumbing valves and equipment are to be properly tagged and identified.
6. An active sprinkler main loop is to be provided around the Building core, or between fire stairs, at all times during the Alteration.
7. All sprinkler systems are to be hydrostatically tested for a two (2) hour minimum at 200 lbs. pressure and are to be witnessed by authorized



Building personnel. Coordinate all testing with the Property Management Office.

8. Tenant, at Tenant's cost and expense, shall provide and install all auxiliary fire hose cabinets and/or fire extinguishers throughout the demised premises in accordance with the rules and requirements of governmental agencies having jurisdiction thereof.
9. NYC / NFPA requires that fire sprinklers that are installed under a Hydraulic calculation design be provided with a sign on the floor's control rig. Hydraulic Calculations must be submitted to the Property Management Office.

IX. TENANT SUPPLEMENTAL HVAC UNITS

- A. All Tenant supplemental HVAC units are to be water cooled and tied into the Building condenser water riser system. Air-cooled supplemental HVAC units or portable type "spot cooler" units are not permitted. Refer to Diagram 1 (copy attached) for the Building's standard installation requirements.
- B. Tenant, at Tenant's cost and expense shall be responsible for the design, installation, operation, and maintenance of all supplemental HVAC units, pumps and all related equipment.
- C. Equipment required varies by building:

	Pump Required	Three Way Control Valve	Two Way Control Valve	Maximum CWS Temperature (°F)
655	YES	YES	NO	85
675	YES	YES	NO	85
205	YES	YES	NO	88 (30% GLYCOL)
733	YES	YES	NO	85
114	YES	YES	NO	85
1133	YES	YES	NO	85
1155	YES	YES	NO	85



	Pump Required	Three Way Control Valve	Two Way Control Valve	Maximum CWS Temperature (°F)
OBP	NO	NO	YES	88
825	YES	YES	NO	88
855	NO	NO	YES	88
151	NO	NO	YES	88
<p>*All supplemental systems shall be designed for a 15 °F delta</p> <p>*Maximum CWS temperature is at the Building's outside design conditions noted in the building standards</p>				

- D. If pumps are required, they shall be variable speed pumps that are capable of operating concurrently and independently of the Building's condenser water pumps and are self-regulating to maintain constant scheduled flow regardless of dynamic head at the point of common coupling.
- E. If pumps are required, they shall be interlocked with units(s) status such that the pump shuts down when the unit(s) shut down. The pumps shall be commanded on for a minimum of one (1) hour per week to circulate and maintain water treatment.
- F. If three way regulating valves are required, they shall vary flow for head pressure control (internal to the unit) and will allow for the continuous flow of condenser water when Tenant's HVAC unit is not operating.
- G. If two way regulating valves are required, they shall vary flow for head pressure control (internal to the unit).
- H. All supplemental HVAC units and pumps are to be properly supported and installed with vibration isolation springs.
- I. All piping shall be designed to maintain a velocity of 7fps at design flow.
- J. All condenser water piping is to be Type "K" copper tubing and all joints are to be brazed. Brazing is to be performed after normal business hours. Provide dielectric fittings to isolate joined dissimilar materials to prevent galvanic action and stop corrosion. Fittings shall be of the non-reducing type, which shall be suitable for the system fluid, pressure and temperature and shall not restrict the flow. The only approved dielectric fittings are HART Industries Dielectric Union (2-1/2" and



under), or GF Central Plastics Jock Flange Kit type E with insulating sleeves and washers (3" and over).

- K. All condenser water piping is to be pressure tested at 1½ times maximum operating pressure for a period of two (2) hours. All testing is to be witnessed and accepted by authorized Building personnel.
- L. All Tenant supplemental HVAC units, pumps and related equipment are to be located within Tenant's demised premises only. No equipment will be permitted in any Building core or common area.
- M. Tenant's supplemental HVAC system design shall provide one (1) set of 2" additional condenser water supply and return valves for future tie-in capability for floors which tenants demised premise does not encompass the entire floor.
- N. All condensate piping shall be pressure tested at 15 psi and insulated.
- O. Tenant shall be responsible for the cost of condenser water make up, and chemical treatment of condenser water system if a drain down of the Building's condenser water system is required by the Alteration.
- P. Tenant's supplemental HVAC design shall include drip pans with leak detection devices tied to an audible alarm and monitored 24 hours a day, 7 days a week by the Tenant and the Tenant's HVAC service contractor. In addition, condenser water shut-off valves shall be provided with Belimo Actuators that are tied to the leak detection device that automatically close the shut-off valves in the event of a leak.
- Q. Tenant's supplemental HVAC design shall be capable of operating with condenser water relief, and free cooling.
- R. Tenant's supplemental HVAC design shall be completely stand alone and shall not be connected to the Base Building BMS system in any fashion.
- S. Tenant's contractor shall perform a chemical cleaning of the supplemental HVAC condenser water piping in accordance with the following standard procedures of the Building:
 - 1. Contractor is to use its own circulating pump for each floor or loop that is to be cleaned.



2. Fill system with “fresh city water” and begin a flush on the system for 1 hour. Note: A drain valve in the loop, preferably at a low point in the system, will need to be opened to allow the water to flush to the drain.
3. After this initial flush, close drain valve and add Nalco Product CL-658 – this should be added at a dosage rate of approximately 2 gallons for every 1,000 gallons of system volume. Turn on the circulating pump and circulate the cleaning solution for 8 hours. Nalco can be reached at: (212) 768-3701.
4. At the end of this period, shut off the circulating pump, and open the drain valve. Also, tie in the line for freshwater make-up and begin to flush the system, using city water to bleed system to the drain. Note: The initial water out of the drain line will be dirty and soapy. The flush-out must continue until 2 conditions are met:
 - a. The pH of the system drops to 8.5 or lower.
 - b. The water is clear, rust-free and contains no suspended material.
5. Once the water quality is approved by personnel, valves can be opened to the main plant.
6. Coordinate all work with the Property Management Office and the Building’s chemical cleaning representatives.

T. Hot Water Units

1. Heating hot water is provided for Tenant use at 151, 1133, 1155, and 825. Hot water will be supplied at a minimum of 130 °F. Tenant system shall be designed to maintain a minimum 30 °F delta.
2. Hot water units shall include drip pans with leak detection devices tied to an audible alarm and monitored 24 hours a day, 7 days a week by the Tenant and the Tenant’s HVAC service contractor. In addition, condenser water shut-off valves shall be provided with Belimo Actuators that are tied to the leak detection device that automatically close the shut-off valves in the event of a leak.



U. Supplemental Units Utilizing Outdoor Air

1. Any unit which can receive outdoor air and contains an economizer coil or heating coil shall be provided with a freeze protection pump. The freeze protection pump shall be provisioned and match the detail below.
2. The supplemental unit utilizing outside air shall be programmed with the following sequence:
 - i. When the heating and ventilation unit is off, is commanded off, is transitioned from off to on, or shut off by the fire alarm system and the temperatures measured by, either of the global outdoor air temperature sensors, or the discharge temperature sensor is sensing a temperature below 35 °F (adj), the control valve shall immediately open 33% (adj.) and shall ramp down slowly until the common return water temperature set point is reached and then modulate the control valve to maintain the common return water temperature set point 50 °F (adj). The preheat hot water circulating pump (HV2P-C-1) shall immediately be commanded on. On receiving indication of a loss of flow (less than 1ft/s) or sensing a low-temperature alarm (less than 40 °F) from any combination temperature and flow switch on the return pipe from each coil, the software program the control valve shall immediately open 75% (adj.) and activate an alarm at the workstation. If each flow and temperature switch alarms clear, and the common return water temperature is above 50 °F (adj) the control valve shall modulate to maintain a temperature set point of 50 °F (adj).

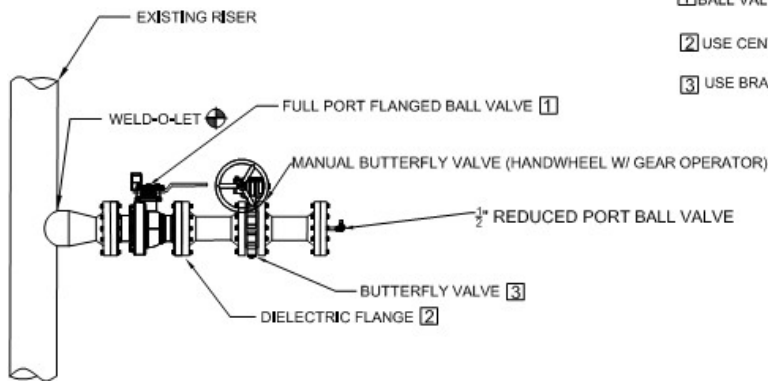
V. Heat Pumps

- a. Tenants may utilize heat pumps to provide heating for their spaces (i.e. not for cooling use only) and will be billed at a flat rate of \$200 per connected ton per annum above the base supplemental air conditioning annual charge.
 - i. Exception: Wet Retail tenants shall be required to install a heat meter and be billed for their usage pursuant to the lease.



- b. Tenants utilizing heat pumps at properties other than Helena (601 West 57th Street) and VIA (625 West 57th Street) shall be required to provide local heat injection using building hot water or steam.

W. Wet Tap



GENERAL NOTES:

1. ALL TENANT WATER TAPS TO EXISTING RISERS TO BE PERFORMED ON OVERTIME
2. ALL WORK TO BE PERFORMED BY "XYZ MECH CORP"
3. ALL FITTINGS AND VALVES MIN 300 PSI RATED UNLESS OTHERWISE NOTED

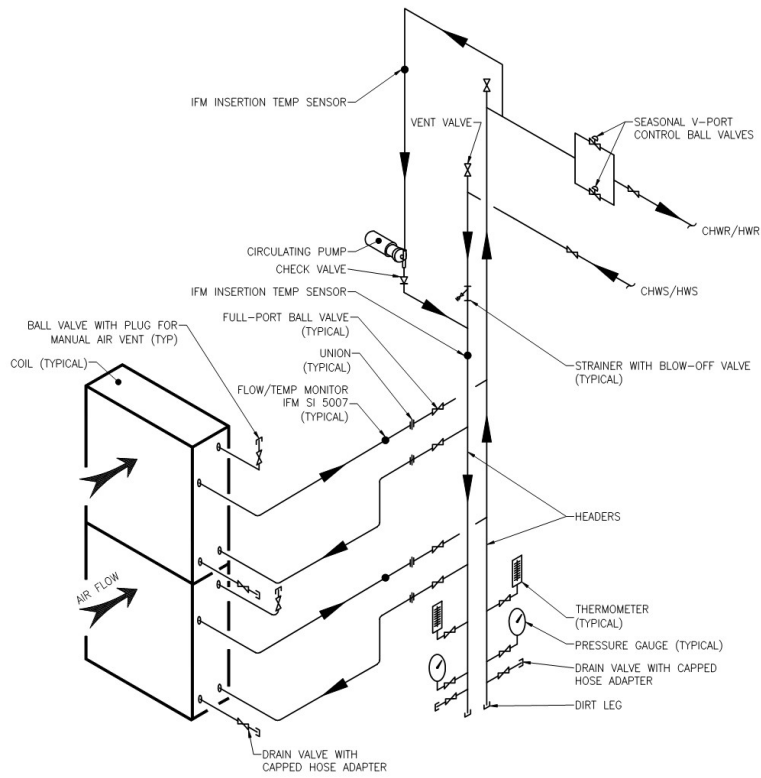
[1] BALL VALVE TO BE APOLLO (88a-940) OR MILWAUKEE (F91 SS)

[2] USE CENTRAL PLASTICS "JOCK" O-RING TYPE GASKET

[3] USE BRAY (SERIES 43 LUG TYPE) OR MILWAUKEE (HP3LCS4213 LUG TYPE)



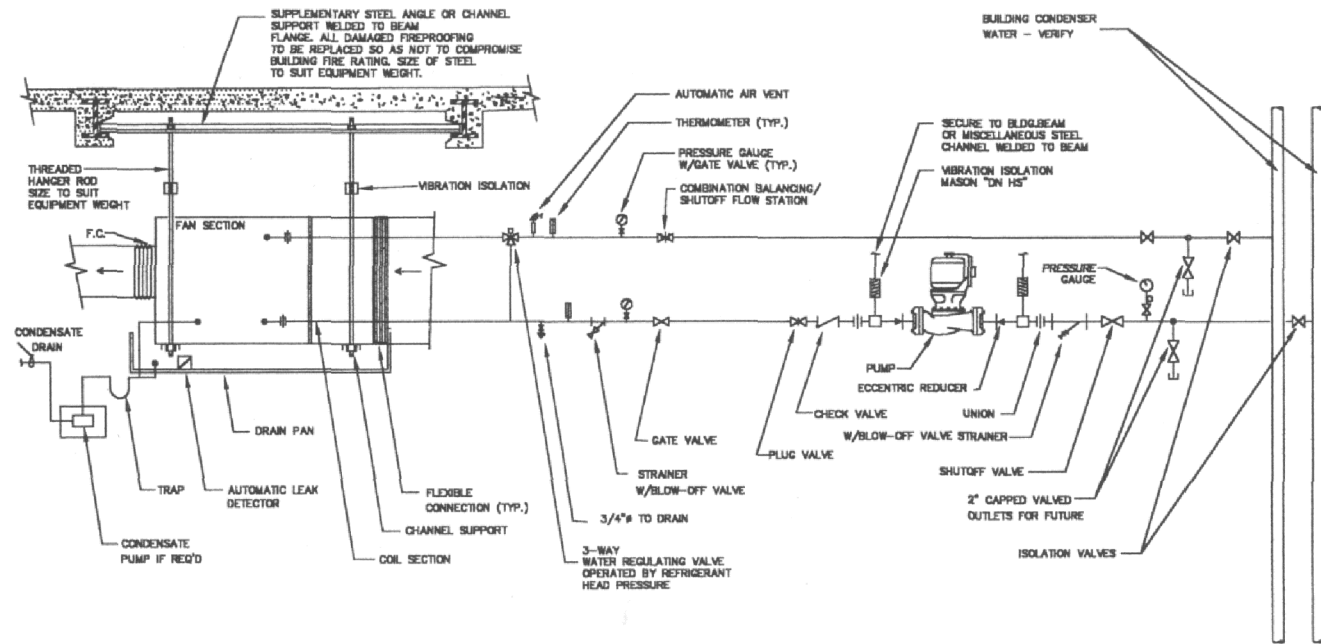
X. Freeze Protection Pump Detail





Y. Supplemental HVAC Unit Detail

D 1



SUPPLEMENTARY COOLING UNIT
ARRANGEMENT



APPENDICES

Tenant Alteration Guidelines – Appendix A Construction Indoor Air Quality (IAQ) Management Plan For Existing Buildings

Goals of the IAQ Plan

- To promote the well-being of construction workers and building occupants by minimizing indoor air quality problems associated with construction and renovation.
- To prevent or minimize contaminants and IAQ problems in occupied workspace.

Indoor Air Quality Plan

Construction Manager and all Subcontractors must adhere to the following SMACNA IAQ Guidelines for Occupied Buildings under Construction:

1. HVAC Protection:
 - A. Sealing Ductwork & Air handling Equipment
 - i. All air handling equipment will arrive at the site clean and protected.
 - ii. Open ends of duct shall be covered with plastic and remained covered and raised off the floor during on site storage. They will immediately be covered again upon installation.
 - iii. Construction work that generates air pollution will be avoided where ductwork or air handling equipment is being installed.
 - B. If permanently installed HVAC systems must be used during construction, written approval must first be obtained from owner. The following HVAC filter replacement must be followed:
 - i. MERV 8 rated filters to be used during construction; discard after punch list and prior to turnover.
 - ii. Replace with MERV 13 rated filters prior to occupancy
2. Housekeeping
 - A. Construction site will be maintained and cleaned on a daily basis to prevent excess dust or particulates from lingering in the air. This will be achieved through use of “Green Dust” sweeping material.
3. Source Control and Sealing Pollution Sources
 - A. Installation of noxious materials will be scheduled during off hours and will require outside air flushing of the space to allow fumes to dissipate prior to work resuming.
 - B. Protect any absorptive (carpet, GWB, Wood, etc.) from water/moisture damage by keeping the material covered and stacked on pallets or carts off of the direct surface of the floor.
 - C. Provision of proper respiratory masks to personnel engaging in demolition, high particulate work (sanding, sweeping), or noxious material application.

- D. Use adhesives, sealants, paints, and coatings from the Durst Best In Class Product List or alternates that meet or exceed VOC content limits and VOC emissions thresholds of those listed on the Best In Class Product List.
 - E. No smoking allowed on jobsite or within 25 feet of building entrances.
 - F. The following rules apply to materials that emit air pollutants or odors:
 - i. Containers containing wet materials will be covered whenever they are not in active use.
 - ii. Waste materials will be covered whenever they are not in active use
 - iii. Absorptive materials or materials with an odor will be covered while moved through the building
 - iv. Pipe cutting & threading operations will be kept as clean as possible to minimize contact oil with concrete.
4. Pathway Interruption
- A. Prevent circulation of contaminated air when cutting concrete or wood, sanding drywall, installing VOC-emitting materials, or performing other activities that affect IAQ in other workspaces.
 - i. Isolate areas of work to prevent contamination of other spaces. Seal doorways, windows, or tent off areas as needed using temporary barriers.
 - ii. Depressurize the work area to allow a differential between construction areas and clean areas.
 - iii. Use dust guards and collectors on saws and other tools.
5. Scheduling
- A. Sequence construction activities to reduce air quality problems in new construction projects. Coordinate construction activities to minimize or eliminate disruptions of operations in occupied areas.
 - i. Keep trades that affect IAQ physically isolated on site and separated from each other by the construction schedule, i.e., drywall construction and carpet installation should be scheduled on different days or sections of the building.
 - ii. Install absorptive-finish materials after wet-applied materials have fully cured whenever possible.
6. Inspection Schedule for IAQ
- A. Visual inspection to be performed daily of general house cleaning.
 - B. Visual inspection to be performed daily of sealed ductwork and air handling equipment.
 - C. Weekly update of job site conditions to be included in weekly jobsite meeting.
7. Quality Assurance
- A. Flush-Out or Air Quality Testing
 - i. A flush out will not be required if wet-applied products (paints, coatings, adhesives, and sealants) come from the Durst Best In Class List.
 - ii. If wet-applied products are not sourced from the Durst Best In Class List, a flush-out will not be required if the following requirements are met:

- a) Meet or exceed VOC content limits and VOC emissions thresholds of those listed on the Best In Class Product List.
 - iii. For all other situations, a flush-out may be required after construction, at Owner's discretion.
-

Tenant Alteration Guidelines – Appendix B
Construction + Demolition Waste Management Plan for Existing Building Renovation

The purpose of this Construction + Demolition Waste Management Plan (C+D WMP) is to outline a streamlined process for removal and tracking of waste from the project site. These processes align with The Durst Organization's goal of minimizing the amount of construction waste and debris being disposed of in landfills or incineration facilities and maximizing the amount of materials reintroduced into manufacturing processes.

EXPECTATIONS

1. CM will meet with each Subcontractor to coordinate waste diversion relevant to their scope of work.
2. During construction, CM will ensure this project will generate the least amount of waste possible. CM will instruct Subcontractors to participate in Source Reduction strategies such as reducing the amount of packaging material, using industry-standard measurements, and prefabrication.
3. CM will monitor the day-to-day waste management activities at the site.
4. CM will quantify materials by weight so that a minimum of 90% of construction waste material is diverted.
5. At a minimum, five (5) waste streams, Ceiling Tile, Metal, Carpet, Clean Wood, and Commingled Recyclable Construction Waste Materials will be diverted from landfill.
6. CM will provide onsite instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate progression of the project.

ONSITE PROTOCOL

1. CM to ensure all Subcontractors understand which materials can be recycled, site-separated, commingled, and which should be placed in the trash for landfill.
2. CM to ensure all Subcontractors have read and agree to this plan prior to beginning work on site
3. All food waste shall be placed in separate containers for daily removal from site.
4. Any hazardous materials must not be recycled nor thrown in the trash and must be disposed of in accordance with local and state laws.

Project Closeout Checklist

Property Address: _____

Tenant Name: _____

Tenant Floor(s): _____

No.	Item	Tenant (initials)	Durst (initials)
1	Final set of As-Built architectural, MEP, Sprinkler & Life Safety, Security & IT/AV, and Cable provider drawings—in PDF and in AutoCAD 2004 format (or newer) shared with planroom@durst.org		
2	Hard copies of As-Built drawings from Item #1 provided to the building Property Management Office (PMO)		
3	Project Directory		
4	DOB Sign-off		
5	FDNY Letter of Approval		
6	Copy of third-party final inspection reports (if applicable)		
7	Two (2) copies pf balancing report—approved by Tenant’s engineer		
8	Copy of hydrostatic pressure test reports		
9	Copy of Certificate of Occupancy (if applicable)		
10	TDO PMO to review and confirm all MEP services within the tenant’s demised spaces are properly tagged.		
11	TDO PMO to review and confirm Tenant’s electrical panels are accurately labeled.		
12	TDO PMO to review and confirm fire hose cabinets/fire extinguishers are in place within the demised premises		
13	TDO PMO to confirm chemical cleaning of the supplemental HVAC condenser water piping		
14	Submit all warranties		
15	Submit final Owner’s Manual(s) per specifications		
16	Submit system start-up/customer employee training programs (if applicable)		
17	Submittals		
18	Submit Standard Operating Procedures/Maintenance Manuals		
19	Information on future LEED EBOM Certification		
20	Hydraulic Calculations for fire sprinkler submitted to PMO		
21	TDO PMO to confirm chemical treatment of condenser water make-up was done if a drain down of the Building’s water system is required by the Alteration		

22	TDO PMO to review and confirm waterproofing, floor drain, trap primer, etc. for any Tenant pantry, private bathrooms, or wet areas.		
23	TDO PMO to review and confirm the installation of all Tenant supplemental A/C units includes drip pan, leak detection, automatic shutoff valve, and alarm notifications to Tenant staff.		
24	TDO PMO to review and confirm Tenant supplemental A/C unit tonnage and receipt of Equipment Use Permits		
25	Punch List completion (Architectural and Engineering)		
26	Remove all temporary site facilities		
27	Final cleaning and rubbish removal		
28	Final Lien Waivers		

Reviewed and agreed by:

Tenant Company:

 Authorized Tenant Representative:

Signature:

 Print Name:

Title:

 Date:

The Durst Organization
 TDO Project Manager or Property Manager:

Signature:

 Print Name:

Title:

 Date:
