

TO: ALL TENANTS, CONTRACTORS, ARCHITECTS AND DESIGNERS

SUBJECT: DOING WORK ON PREMISES

1.

a. All plans must conform to local, state, and Federal codes. Two complete final sets of plans (including finish and detail plans) are to be submitted to owner and approved before work commences, and upon completion of job final as built drawings on sepia mylars (to also show location of building systems) and CAD disk to be furnished at tenant's sole cost and expense, as well as the final building permit, copy of certificate of occupancy, and contractor's final release of lien and affidavit.

b. Building Management must have three to four weeks to review plans. Landlord to be supplied all manuals on all equipment installed.

c. Before work commences, Landlord and Tenant will enter into an agreement outlining the scope of work and costs.

d. Structural penetrations and floor load layouts (for file cabinets, etc.) must be approved by Landlord's Engineer at Tenant's expense.

e. Tenant will hire Landlord's HVAC air balancing company to do the following work:

1. Prior to the P.E. drawing up plans for changes to the HVAC system and prior to any work commencing, the balancing company will go through the area to test and record the air flow, and submit a copy of the report to the P.E. and Landlord only.

2. Upon completion of the construction in the premises and modification to the HVAC system per the P.E.'s plan, the balancing company will come back and balance the system and send a copy of the report to the P.E. and Landlord.

3. Any additional HVAC units must be tied in to building fire protection panel. (Landlord to approve method of electric installation, i.e.: on own FPL meter or hourly meter to record usage.)

f. Plans must be submitted for our P.E. approvals with regard to electric, plumbing, mechanical, sprinkler, smoke and fire detection and security systems. Tenant will be charged for this work.

g. Landlord may send to letter to County/City, etc. approving layout only, who will verify if it is "to code", secondary egress, demising walls, glass, emergency spotlights & exit signage, fire extinguishers, sprinklers etc.

h. Tenants will apply for Building Permit and cannot start construction until we have a copy of the Permit. Code requires that all plans submitted for approval have an architectural seal. Tenant is responsible to notify all County/City departments to inspect work as required. Landlord will not permit the contractor to close up any walls until the County/City has made their inspection, i.e. plumbing, electrical, construction, etc. Landlord must have prior notification of the day the County/City is coming for inspection so that they may also be present. If the County/City approves the inspection, then the work may proceed.

i. Plans will only be drawn by our P.E. for the HVAC system, and tenant must submit their plans to the P.E. for any change, i.e., a wall, adding employees, etc., so the P.E. can determine if any modifications to the HVAC system are required. Tenants must furnish P.E. with new final, construction, lighting, electrical, and furniture plans, etc. Thermostat, night stat, and building control sensor locations, in addition to being designed by P.E., must be approved by building Management prior to relocation and final installation in the field. Tenant or contractor to supply final as built plan on sepia mylar of location and mark on ceiling by a red dot where any emergency batteries and smoke sensors are located and put on plan also.

j. Tenant and their agents, contractors and employees activities must be conducted in a professional manner and will abide by the following:

- Maintain and obey all OSHA Rules & Regulations.
- Dispose and remove from premises all toxic waste, chemicals, paint and other waste and debris properly and according to Federal and Local Regulations
- Take necessary precautions and post proper notification for a safe work environment for everyone
- Allow only authorized personnel in the work area and restrict all other persons.
- Use best efforts to include after hour work or purchase of additives to paint, etc. to control odors throughout the building as necessary or required by management.

k. Landlord will approve the finishes, lighting and configuration of the common or public area sides of Tenant's demising walls, doorways, etc., and give to Tenant the building standard finishes required and specifications on how to finish or build the public areas. Landlord may, at its option, do the work and bill Tenant for the cost to finish.

Only building standard locksets with building master and individual keying (may include sub-master) shall be installed by the Contractor. Please contact the manager for lockset specifications. All keys and locks removed during construction will be turned over to manager with room number attached. All unused locks and hardware shall be return to manager. At the end of the job, all keys shall be turned over to the manager with room numbers attached. No duplicating of keys tolerated.

l. Tenant, contractor, architect, and designer must take into consideration access to building systems, roof, penthouse, or exterior penetrations, wiring, controls, dampers and access to tenant's equipment and systems and for any future wiring cables, etc., to be run. This is most important when there are sheetrock or concealed spline ceilings installed. When working through landlord's lobby, tenant or contractor to be responsible for any damage caused to Landlord's public areas, floors, walls, carpeting, etc. and to repair or replace as required. The installation of a 4" or 6" pipe or cable trough may be required to be installed in the ceiling plenum to be dedicated for tenant's wiring.

m. Any penetrations existing in the floor prior to the floor covering installation must be closed up. If the penetration is less than 1" a wood dowel can be hammered into the hole and flash patched over. For any opening larger than 1" pins must be installed into the existing concrete, and new metal decking installed, and then filled with concrete. This procedure must be done prior to commencement of work so there will be a safe work environment. Tenant, contractor, etc. are responsible for this work at tenant's cost and expense.

n. Tenant or contractor is to notify Landlord prior to commencement of work if there is any damage currently existing to the Landlord's common areas and also in the existing area where the work is to commence, i.e. building window, sills, ceiling grid, etc. Tenant and contractor, upon starting of work will be responsible to repair any damage to the building or the area of work at the tenant's sole cost and expense. If Landlord is not notified of any damage, it is tenant and contractor's acknowledgement that the building areas are in good shape.

o. No access to the roof will be permitted without prior notification and escort by one of the manager's staff.

2. If any smoke detection, fire controls, bells, pull boxes, or additional fire bells/horns, strobes and communication, music, card access, or security speakers etc. or security work is necessary, due to tenant's lay out, Tenant and contractor are responsible after the completion of construction for any additional bells/horns, strobes or speakers that may be required by us or any local or government authority. Landlord must do it at Tenant's expense. Contractors are not permitted to do any work in ceilings which would cause the systems to activate (heat, cigarette smoke, dust, etc.) without prior approval of Landlord.

3. Tenant is required to use Owner's electrician (all electric panels to be labeled), plumber, sprinkler, alarm system and HVAC contractors. If tenant and aforementioned contractors cannot come to an agreement, tenant may, after landlord's approval, use another contractor. However, landlord will appoint supervision to those contractors, the cost of which will be paid by tenant. All lighting fixtures will have electronic ballast with watt saving bulbs. All lighting will be fluorescent tubes only and no incandescent type bulbs will be allowed. No P.V.C. piping & Romex wiring are permitted and all wire must be fire rated and to code.

4. No demolition work is permitted during normal business hours (7 a.m. to 6 p.m.) Monday through Friday, and 7 a.m. to 1 p.m. Saturday, or when HVAC is operational, and when other tenants are working.

5. No hammering, drilling, shooting of or into floors, loud music, dropping of materials, or placing down or moving of ladder, tools, etc. or any other noisy work that would interfere with the quiet enjoyment of any existing tenants above, below or adjacent, is not permitted during normal business hours or while tenants are conducting work after business hours.

No smoking in any areas within the building, including work area. No eating or coffee breaks are allowed in public areas or occupied tenant space. The only approved area for eating or coffee breaks is within the contracted work area (if not occupied) or space designated by the building management. No congregating in public areas within the building or on the building's premises.

No audible playing of radios, tapes or CD players in any areas of the job site, including work areas.

6. All major debris must be removed through windows by a chute supplied and installed by tenant or its contractor into a dumpster provided by contractor. All other debris must be put in plastic bags and removed from premises by contractor. All debris removal must be scheduled with management, and proper safety precautions must be taken and security personnel posted as required on the ground to keep people and vehicles away and area must be properly cordoned off for same. All preceding is to be approved by Management 7 days in advance (see # 7 below for window removal procedures and cost)

7. All heavy material or large quantities must be delivered through windows. Tenant will use Landlord's Contractor to take out the window for the delivery, wait, and reinstall after the delivery. Contractor to pay Landlord for supervision of delivery of trash containers and give Landlord one business day's prior notice.

8. Any deliveries through the building must be at off-peak business hours. Elevator and door bucks must be padded, and floors must be protected with masonite. See Building Management for direction and a copy of the Rules and Regulations pertaining to moving.

9. Contractor must hire Landlord's security for any work done after normal business hours or during working hours if designated by Landlord.

10. In order to keep the public areas, corridors, elevators, halls, baths, fire detection and ventilating systems clean and dust free, Landlord will provide porter service during normal business hours and every night to clean the public areas. Tenant will sweep the premises under construction using Dust Sweeping Compounds. This work will be done at Tenant's expense.

11. No conflict shall be caused by Tenant's work or construction with any labor or union contract to which Landlord, its contractors or sub-contractors may be a party. Landlord shall, in its sole discretion, have the right to order Tenant to terminate Tenant's work or construction at any time for good and sufficient cause. Upon a "cease work notification" from Landlord to Tenant, Tenant shall immediately remove from the premises and the building all of Tenant's agents, employees and contractors engaged in or involved with such work or construction. Tenant may not resume work until such time as Landlord has given its consent to resume work or construction in writing. Tenant, in connection with this work, shall have no claims for damages of any nature whatsoever against Landlord.

12. Lavatories are provided for all contractor's employees on the floor you are working and these will be the only facilities allowed to be used.

13. All work in other areas (such as space above or below area of construction) shall be done during non-business hours and Tenant shall be required to hire security and cleaning personnel designated by Landlord and give 48 hours prior notice.

14. Tenant must be responsible for cost in updating Building Mylar and CAD Layouts which show the location of tenant's walls, built-ins, etc. and supply landlord a CAD disk of final plans and measurements.

15. Tenant must remove from ceiling any unused or disconnected CRT & Phone lines and take precautions and be responsible (during demolition and/or construction) not to damage any control wiring for the building.

16. If it is necessary for the fire panel to be disconnected due to tenant's construction, the tenant will be charged a nominal fee for this service.

17. For any shut downs required for sprinklers, HVAC, electric, plumbing, Landlord must be notified 10 days in advance to schedule a shutdown which must be done after hours and not to interfere with existing tenants and any cost involved with the scheduling or notification to Landlord's tenants will be borne by tenant or its contractor.

18. With regard to any approved signage in the building lobby or public areas or approved covering over same, any bolts, screw, furring strips or the way the signage, etc. is fastened may only be nailed, drilled, etc. into the mortar joints and not into bricks under any circumstances. No work of any sort is approved unless reviewed and approved by the building owner and manager.

19. INSURANCE REQUIREMENTS:

Contractor or subcontractor must provide all of the following prior to commencement of any work. Any changes from the following must receive written approval from Building Management.

A. Contractor shall defend, indemnify and hold harmless (General Contractor) if applicable, Pepitone Properties Corp. (Managing Agent,) the (Owner) and subsidiary or affiliate companies or corporations and employees of same against and from all claims, damages, losses, and expenses, including attorney fees, by reason of injury or death to persons or damage to property (including the work itself) and including the loss of use, claim to have arisen out of or resulted from the act or omission of the contractor, any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable excepting such liability as may result from the sole negligence of the owner. Contractor's obligation shall not be limited in any way by any limitation by the amount or types of damage, compensation or benefits payable by or for disability acts or other employee benefit acts, including coverage for below noted indemnity agreement in such companies as may be approved by the Owner.

B. The Contractor agrees to maintain the following insurance policies in full force and effect in insurance companies licensed in the State of New York and acceptable to the General Contractor.

1. Commercial General Liability Insurance with a minimum of \$1,000,000 Combined Single Limit of Bodily Injury and Property Damage per occurrence, and a \$2,000,000 general aggregate per project and a \$2,000,000 Products/Completed Operations aggregate.

2. Business Owners Auto Liability Insurance covering all owned, leased, hired or borrowed vehicles with a \$1,000,000 Combined Single Limit of Liability.

3. Workers Compensation and Employees Liability Insurance.

4. Catastrophe Liability Insurance with a minimum of \$5,000,000 Combined Single Limit of Bodily Injury and Property Damage.

The Contractor will file with the General Contractor, if applicable, or Managing Agent Certificates of Insurance prior to commencement of the work. Such Certificates will show the General Contractor, Managing Agent and Building Owner as additional insured under 1,2, and 4 above. The Certificate will provide 30 days written Notice of Cancellation without a disclaimer.

C. The limits of insurance required do not limit the Contractor's liability under the Indemnity Clause.

These rules and regulations are subject to change and Tenant, Contractor, Architect, and Design Firm will adhere to all revisions.

LIST OF BUILDING APPROVED CONTRACTORS

Description	Contractor	Contact	Phone #
BUILDING MANAGEMENT OFFICE			239-481-5959
P.E.			
Window Removal			
Sprinkler System			
H.V.A.C.			
Air Balancing			
Carting Co.			
Electrician (Non-Union)			
Electrician (Union)			
Design Firm (Mylar & CAD)			
Alarm System			
Day Porter/Cleaning Service			
Plumber			
Security Personnel			
Structural/Architectural			
Security System			
Elevators			