

# Brookfield

**ONE LIBERTY PLAZA**

REQUIREMENTS FOR  
TENANT CONSTRUCTION AND  
ALTERATION PROCESS  
MANUAL

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**Section 1: Directory**

**Property Management Office**

Location: Brookfield

Properties OLP Co. LLC BFP

One Liberty, New York NY

10006 (Concourse Level)

**Director of Security:**

Arthur Bryant

212-417-7322

24 Hour/ Emergency

(Lobby Desk) 212-417-7352

**LEAD FSD / EAP**

Director

Orlando Rivera

T212-417-7319

24hr/ T212-417-7352

**Property Management Team:**

Stephen McGann

Senior Property

Manager

T212-417-7310

Michael Sestito

Assistant Property Manager

T212-417-7310

Shelly Wilson

Property Assistant

T212-417-7314

Required Vendor(s)

Expediter:

William Vitacco Assoc.  
Joseph DeCeglie  
[jdeceglie@vitacco.com](mailto:jdeceglie@vitacco.com)  
Vice President  
William Vitacco Associates LTD  
299 Broadway Fifth floor New York, NY 10007  
T 212-791-4578 F 212-513-0637  
[www.vitacco.com](http://www.vitacco.com)

Class E / Fire Systems:

Firecom, Inc.  
Vincent Calderon  
[vcalderon@firecominc.com](mailto:vcalderon@firecominc.com)  
1-718-899-6100  
39-27 59th Street  
Woodside, New York 11377  
(718) 899-6100 X222

Third Party Special Inspection:

Outsource Special Inspections, Inc.  
Anthony Roselli  
[Anthony@osinyc.com](mailto:Anthony@osinyc.com)  
237 West 35<sup>th</sup> Street  
Floor 12A  
New York, NY 10001  
(212)-710-6286

## Section 2: Rules & Regulations for Contractors

1. All construction deliveries should take place before 8 am and after 6 pm. All deliveries must be scheduled in advance with Building Management.
2. All building shut-downs and additional building service requests must be done via ANGUS and sent to the building office at least 48 hours in advance for scheduling purposes.
3. Tenant/Owner shall restore any fireproofing damaged by installation of Tenant's fixtures, equipment or systems and have it re-inspected and sign off by the tenant project team special inspector.
4. Tenant's contractor shall be required at, Tenant's expense, to remove daily, all debris and rubbish generated by their daily operations to a central site in the project as designated by Landlord.
5. Contractor's personnel will NOT be allowed to use passenger elevators or building stairways. All construction personnel must use the freight elevators.
6. All work that may disturb other Tenant in the building, including demolition, chopping, core drilling and any other work that causes excessive noise must be performed after regular business hours. (Dry cores only if approved)
7. Tenant shall furnish to Landlord as-built drawings in CAD and PDF format of all Architectural, HVAC, Plumbing, Fire Protection and Electrical work performed as part of Tenant's work. Additionally, updated as-built drawings shall be furnished to Landlord for all alterations and repairs made on or behalf of the Tenant to the existing facilities in the premises.
8. It shall be the Tenant's responsibility to ensure that each Tenant Contractor: Maintain continuous protection of any premises adjacent premises and secure all parts of construction against accidents (i.e. public corridor, freight landings, etc.). If tenant or contractor fails to maintain these areas, after proper notification from building office, Management will have these areas cleaned at the Tenants expense.
9. Prior to commencement of work, tenant contractor must provide proper protection of base building perimeter HVAC units, as not to allow damage to units, or infiltration of dust and debris into units. After completion of work, the contractor will be required to clean, vacuum and restore the building perimeter HVAC units.
10. Prior to the commencement of work, tenant's contractor must seal off the return air ducts as not to allow dust or debris from entering the buildings air conditioning system.
11. All Class E wire and Fire Alarm devices must be protected during the construction. The Building office and Fire Alarm Vendor (Firecom) must be notified when modifying or relocating Fire Alarm devices. This is to ensure the integrity of the Fire alarm system stays in-tact. For any time the Fire Alarm system is impaired for work as part of the tenants fit out scope, a Fire Watch shall be provided by the tenant's contractor for any impaired areas. This shall be coordinated with the building office and Fire Safety Director.
12. Contractor shall be responsible at all times for the good order and discipline of all employees and other persons under their direction and control or present at the Premises or the project in connection with the Construction and shall enforce all regulations issued by the Landlord.
13. All Building Department permits must be submitted to the Building Office prior to the start of Construction. These permits must also be posted within the area that is being constructed.
14. Contractor shall notify the Landlord of any accident or damage to the building property immediately.
15. Tenant/Owner is to provide a list of the General Contractor and all Sub-Contractors who will be working on the project at the kick-off meeting to the project, for review by Building Management.
16. Contractor and all sub-contractors must provide insurance certificates as per the attached specification.
17. Contractor is required to coordinate all connections with the base building fire alarm vendor. All fire alarms drawings must be reviewed and approved by Management.
18. Tenant's general contractor shall provide a fire watch and portable fire extinguisher (minimum size 2A:40BC), wherever any hot work is done within the demised premises. The person performing the fire watch shall remain in the tenant space for at least one (1) hour after the completion of any welding, brazing, or soldering. Tenant contractor is to furnish balancing reports for all HVAC equipment. All fire

- guards must have an updated certificate on hand and be able to provide the proper credentials. A copy of certificates should be given to the building office prior to any work commencing-
19. During all demolition, Contractor must have a base building engineer on-standby in the space at the Tenants cost as described in the alteration exhibit of the lease agreement. Tenant contractor will not be allowed to perform any demolition until an asbestos assessment has been performed (when applicable).
  20. Tenant contractor will not be allowed to perform any demolition work until a licensed electrical contractor has disconnected all home run circuits at building panel and provide adequate temporary light for all areas that are affected by demolition.
  21. All unused electrical conduit and wiring must be removed completely back to panel, including all temporary lighting. All holes in panel are to be plugged. Wall or slab penetrations must be sealed. All trim covers must be installed after work is completed. All floor trench plates must be re-installed and properly fastened after work is completed. Electrical cell system to be used whenever possible. If wiring or devices are removed from the electrical cell system all unused holes in the cell system shall be closed up. Cell system shall not be "filled" with any material at any time to achieve this. Holes shall be capped and floor flash patched.
  22. All unused HVAC equipment, piping and ductwork shall be removed. All newly installed ductwork shall be installed with airtight joints and connections. If installing A/C units for additional cooling or after hours use, contractor must provide future chilled water taps with valves, while connecting to existing taps. All -drain downs must be performed by building engineers. 24 hour written request submitted to the building office for all drain down requests. All new medium pressure ductwork shall be pressure tested per SMACNA guidelines / requirements.
  23. All new air distribution systems in tenant spaces connected to the base building air supply should be variable air volume (VAV) control type.
  24. Contractor shall provide construction schedule to Landlord.
  25. All sprinkler shutdowns must be scheduled in writing or by the tenant work order system at least 24 hours in advance. A licensed fire watch must be present during sprinkler shutdowns. A copy of the fire watch certificate must be on file in the Building Office before shutdown can take place. Sprinkler system must be restored at the end of each day. Any new sprinkler piping must be schedule 80. All new sprinkler piping shall be hydrostatically pressure tested for a minimum of 4 hours at 1.5 times the operating pressure. Contractor shall coordinate with the building to witness the pressure test.
  26. Temporary construction sprinkler loops shall be allowed as long as the work is filed as part of the design drawings and installed and inspected by the tenant's special inspector. Fire Watch shall be provided for any time the sprinkler system is impaired or while transitioning onto or off of a temporary sprinkler protection loop.
  27. Temporary power and light must be connected from Tenants permanent feeder.
  28. Final tie-ins of tenant equipment to base building systems to be witnessed by Brookfield Engineering.
  29. Any piping or re-commissioned piping systems connected to base building must be cleaned and flushed prior to final connection and witnessed by Brookfield engineering. All cleaning, flushing and testing reports shall be provided to the building for record.
  30. A building engineer, or other personnel, as assigned by Property Manager, must be in attendance during off hour construction work, performed by the tenant's contractor that will affect the buildings systems.
  31. Tenant Fire Alarm system must be completed, tested and certified by Landlord and or its representative prior to tenant re-occupying or installing merchandise. All testing and/or shutdowns must be scheduled after 6:00 pm.
  32. Drywall partitions are not to be fastened to the building's curtain wall mullions (details attached), ductwork or any HVAC, plumbing or electrical work.
  33. If contractor is painting window frames, window gaskets must be protected.
  34. All plans that propose possibly excessive loads must be accompanied by calculations signed and stamped by a licensed structural engineer that verify that existing slab construction is suitable for such loads.
  35. Access must be provided to all landlord equipment, i.e. doors for valves, trench units, etc.
  36. Schlage Primus System is used in building; heavy duty hardware is preferred (keyed to H keyway). No deadbolts are allowed at building stair doors. All hardware, when required, must conform to the building Class

E System. All combinations locks must be specked to trilogy DL2700-26D – Schlage compatible. (Refer to building locksmith with any questions).

37. Louvers are not to be installed without permission of Brookfield Properties Building Management. All louvers installation must be accompanied by a curtain wall detail stamped and signed by a licensed, professional engineer.
38. Any unused or abandoned materials/equipment must be removed.
39. After completion of work, the contractor will be required, if applicable, to restore the public corridor and freight area back to its original condition with materials that match existing.
40. Metering – All utilities must be metered i.e. chilled water (Siemens 1010 meter / w Comm Card), hot water, electric (Schneider 6200 meter), domestic water and steam. Electrical meter standard is a Schneider Electrical 6200 electric meter.
41. Any questions, contact the Building Operations Department.
42. Labor Harmony. Contractor shall not, by action or inaction in connection with Contractor's performance of the Services, contribute to any labor dispute or disharmony with any trade or labor engaged to perform work, labor, or services in or about the Property. Contractor shall inform Owner promptly of any labor or other dispute that may interfere with the performance of the Services or the performances of any other labor, work or service in or about the Property; and, Contractor shall, at Contractor's cost, cooperate with Owner in resolving any such dispute.

### Section 3: Rules and Regulations for Tenants

1. The sidewalks, entrances, lobby areas, elevators, escalators, stairways, corridors, halls and other public portions of the Building (the "Common Areas") shall not be obstructed or encumbered by any tenant or used for any purpose other than ingress and egress to and from its premises, and no tenant shall permit any of its employees, agents, licensees or invitees to congregate or loiter in any of the Common Areas, or any part of the Building or the Project used in common by other occupants of the Building or the Project. No tenant shall invite to, or permit to visit, its premises persons in such numbers or under such conditions as may interfere with the use and enjoyment by others of the common areas. The common areas shall not be used by any tenant, or the employees, agents, licensees or invitees of any tenant, for solicitations, distributions of handbills or other advertising matter. Fire corridors, exits and stairways are for emergency use only, and they shall not be used for any other purposes by any tenant, or the employees, agents, licensees or invitees of any tenant; in the event Tenant obstructs any such fire corridors, exits or stairways, Tenant shall be liable for the payment of all fines and charges assessed against Landlord by reason of such obstruction. No doormat of any kind whatsoever shall be placed or left in any common area hall or outside any entry door of the Premises. Tenant shall not place objects against glass partitions, walls, doors (Unless it's a full tenant floor/build-out) or windows which would be unsightly from the passageways or corridors, or from the exterior of the Building, and will promptly remove the same upon notice from Landlord.
2. Tenant agrees that all receiving and delivery of goods and merchandise and all removal of merchandise, supplies, equipment, garbage, trash, rubbish and refuse shall be made only by way of the areas provided therefor by Landlord and in accordance with procedures and at the hours specified, from time to time, by Landlord. Garbage, trash, rubbish and refuse shall be kept in a sanitary and adequate closed container so as not to be visible to the public. All tenant vendors and/or contractors delivering to and performing work within the leased premises are required to submit and keep current a Landlord approved certificate of insurance. No vehicles will be permitted into the loading dock without a Certificate of Insurance, valid driver's license, vehicle registration and vehicle insurance.
3. Neither the sashes, sash doors, or windows that reflect or admit light and air into the halls, passageways or other public areas in the Building nor the heating, ventilating and air conditioning vents and doors shall be covered or obstructed by any tenant, nor shall any bottles, parcels or other articles be placed on the windowsills or on the peripheral heating enclosures. Whenever the heating, ventilating or air conditioning systems are in operation, Tenant agrees to draw the shades, blinds or other window coverings, as reasonably required because of the position of the sun.
4. No showcases or other articles shall be put by Tenant in front of or affixed to any part of the exterior of the Building, nor placed in the common areas.
5. No acids, vapors or other harmful materials shall be discharged, or permitted to be discharged, into the water lines, vents or flues of the Building or the Project. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were designed and constructed, and no sweepings, rubbish, rags, acids or other foreign substances shall be thrown or deposited therein. Nothing shall be swept or thrown into the common areas or other areas of the Building or the Project, or into or upon any heating or ventilating vents or registers or plumbing apparatus in the Building or the Project. The cost of repairing any damage resulting from any misuse of such fixtures, vents, registers and apparatus and the cost of repairing any damage to the Building or the Project caused by any tenant, or the employees, agents, concessionaires, licensees, customers or invitees of such tenant, shall be paid by such tenant.
6. All unused plumbing lines are to be removed and capped off at riser.
7. All tie-ins to building systems must be connected with Apollo 70 series U.S. ball-valves, rated at 600psi up to 2-



1/2". For 3" and above, ANSI Class 300 high performance butterfly valves either manufactured by BRAY or Jamesbury shall be provided.-

8. All system piping up to 2" shall be scheduled 80 threaded piping. For all piping 2-1/2" up to 8" scheduled 40 welded piping shall be provided. For 10" and above, Extra heavy welded piping shall be provided.
9. All control valves attached to building system shall be 2-way.
10. All new system piping installed in the building by tenants shall be hydrostatically pressure tested to 600 psig for 4 hours.
11. No tenant shall mark, paint, drill into, or in any way deface, any part of its Premises or the Building or the Project. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of, and as directed by, Landlord. No telephone, telegraph or other wires or instruments shall be introduced into the Building by any tenant except in a manner approved by Landlord.
12. No bicycles, vehicles, animals (except service dogs), fish or birds of any kind shall be brought into, or kept in or about, the Premises unless there is prior consent from the landlord.
13. No noise, including, but not limited to, music, the playing of musical instruments, recordings, radio or television, which, in the judgment of Landlord, might disturb other tenants in the Building, shall be made or permitted by any tenant. Nothing shall be done or permitted by any tenant which would impair or interfere with the use or enjoyment by any other tenant of any other space in the Building or the Project.
14. Nothing shall be done or permitted in the Premises, and nothing shall be brought into, or kept in or about the Premises, which would impair or interfere with any of the Building Equipment or the services of the Building or the proper and economic heating, cleaning or other services of the Building or the Premises, nor shall there be installed by any tenant any ventilating, air conditioning, electrical or other equipment of any kind which, in the judgment of Landlord, might cause any such impairment or interference. No tenant, nor the employees, agents, concessionaires, licensees, customers or invitees of any tenant, shall at any time bring or keep upon its Premises any inflammable, combustible or explosive fluid, chemical or substance.
15. All removals, or the carrying in or out of any safes, freight, furniture, packages, boxes, crates or any other object or matter of any description if made by hand trucks, shall be only by hand trucks equipped with rubber tires, side guards and other safeguards that Landlord may require, and all such activity shall take place only during such hours and in such elevators as Landlord may from time to time determine, which may involve overtime work for Landlord's employees. Tenant shall reimburse Landlord for extra costs incurred by Landlord including but not limited to the cost of such overtime work. Landlord reserves the right to inspect all objects and matter to be brought into the Building and to exclude from the Building all objects and matter which violate any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part. Landlord shall in no way be liable to any tenant for damages or loss arising from the admission, exclusion or ejection of any person to or from the Premises or the Building under the provisions of this rule. Proper removal documentation is needed to remove objects, materials, boxes, etc. off a tenant's floor. (Ask Landlord for further instruction)
16. Furniture measuring above induction unit height must be set up 18" from the induction unit, in order for windows to pivot.
17. Landlord shall have the right to prohibit any advertising or identifying sign by any tenant which, in the judgment of Landlord, tends to impair the appearance or reputation of the Building or the desirability of the Building as a mixed-use building, and upon written notice from Landlord, such tenant shall refrain from and discontinue such advertising or identifying sign. All corridor and entrance door signage must be approved by the Property Manager.
18. All entrance doors in its Premises shall be kept locked by each tenant when its Premises are not in use and

Landlord shall not be liable to any tenant for damage or loss within such tenant's Premises, whether such doors are locked or unlocked. Additional locks or bolts of any kind which shall not be operable by the Grand Master Key for the Building shall not be placed upon any of the doors or windows of a tenant's premises by any tenant, nor shall any changes be made in locks or the mechanism thereof which shall make such locks inoperable by said Grand Master Key. Additional keys for a tenant's premises and toilet rooms shall be procured only from Landlord who may make a reasonable charge therefor. Each tenant shall, upon the termination of its tenancy, turn over to Landlord all keys of stores, offices and toilet rooms, either furnished to, or otherwise procured by, such tenant, and in the event of the loss of any keys furnished by Landlord at Landlord's cost, such tenant shall pay to Landlord the cost thereof.

19. The Premises shall not be used for lodging or sleeping or for any immoral or illegal purpose.
20. The requirements of tenants will be attended to only upon application at Landlord's office in the Project. Employees of Landlord shall not perform any work or do anything outside of their regular duties, unless under instructions from Landlord.
21. Other than retail selling within a tenant's Premises, canvassing, soliciting and peddling in the Building are prohibited and each tenant shall cooperate to prevent the same.  
No tenant shall cause or permit any odors of cooking or other processes, or any unusual or objectionable odors, to emanate from its Premises which would annoy other tenants or create a public or private nuisance. No cooking shall be done in its Premises except as is expressly permitted in the Lease of which these Rules and Regulations are a part.
22. Tenant shall not operate any coin or token operated vending machine or similar device for the sale of any goods, wares, merchandise, food, beverages, or services, including but not limited to, pay telephones, pay lockers, pay toilets, scales, amusement devices and machines for the sale of beverages, foods, candy, cigarettes or other commodities, without the prior written consent of Landlord.
23. Landlord reserves the right to rescind, alter, waive or add, as to one or more or all tenants, any rule or regulation at any time prescribed for the Building when, in the judgment of Landlord, Landlord or any Superior Lessor deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Building or the Project, or the preservation of good order therein, or the operation or maintenance of the Building or the Project, or the equipment thereof, or the comfort of tenants or others in the Building or the Project. No rescission, alteration, waiver or addition of any rule or regulation in respect of one tenant shall operate as a rescission, alteration or waiver in respect of any other tenant.
24. Landlord shall have the right to inspect the Premises to determine the effective temperature and to install, maintain and read, at Landlord's cost, any devices appropriate for ascertaining the effective temperature and to test the system, at Landlord's cost, to determine whether the effective temperature, the heating and air conditioning systems or their operation are in compliance with the requirements of the Lease and the criteria provided under all documents incorporated therein by reference. If any such inspection shall disclose that the effective temperature and Tenant's heating and air conditioning systems or operation shall not be in compliance with the Lease, Landlord shall have the right, in addition to any other rights or remedies provided in the Lease, to require Tenant to pay the reasonable costs of such inspection and, at Tenant's own cost, to promptly take such corrective action as may be necessary to bring them into compliance herewith. Tenant shall use no other method of heating or cooling, other than that supplied and/or approved by Landlord. Tenant shall not install any equipment or operate any equipment in a manner which would result in the electrical voltage and current distortion at the service switchboards of any floor of the Building.
25. All mechanical equipment and machinery will be kept free of noise and vibrations which may be transmitted to any part of the walls or building of which the Premises forms a part or beyond the confines of the Premises.

26. Tenant shall install and maintain fire extinguishers of the type and capacity and in such locations as may be required by law, and in the absence of any such legal requirement, Tenant shall install and maintain at a readily available location within the Premises the type of fire extinguisher specified by all applicable fire and building codes.
27. Tenant shall not install, suffer or permit to be installed or placed any cover, facade, partition, decoration, alteration or improvement or the like over, upon or under the sprinkler heads within the Premises, such sprinkler heads to remain exposed at all times.
28. All required hydraulic calculations are to be stamped and signed by a licensed professional engineer and submitted to Brookfield Properties. Standpipe tie-ins will not be allowed without permission of Brookfield Properties Building Management.
29. Subject to Landlord's prior written approval, Tenant may install a security system within its demised premises.

Section 4: Certificate of Insurance Requirements - ACORD (Form Required)

Certificate Holder/ Property: Brookfield Properties OLP Co. LLC  
 c/o Brookfield Properties 165 Broadway  
 New York, NY 10006 Attn: Property Manager

Additional Insured's : Brookfield Office Properties, Inc., Brookfield Properties (USA II) LLC, Brookfield Properties OLP Co. LLC, any present or future mortgagee which encumbers an interest in the land or improvements located at the Property, and their respective affiliates, shareholders, partners (including partners of partners), subsidiaries and related entities, and any successors and assigns of such entities

Liability: Umbrella per occurrence and aggregate amounts vary based on scope of work, see samples below. If Vendor Type is NOT listed below, please contact the Property Management Office for specific amount.

Vendor Type	Amount
Electrician:	\$ 5,000,000
Exhaust Hood Cleaning:	\$ 5,000,000
Fiber Optics & Data Cabling:	\$ 5,000,000
Fire Sprinkler System:	\$ 5,000,000
Flooring Repair & Maint:	\$ 1,000,000
General Construction:	\$10,000,000
General Delivers (uniform, food, linens)	\$ 1,000,000
HVAC Maint. & Repair:	\$ 5,000,000
Janitorial Services:	\$ 5,000,000
Movers:	\$ 2,000,000
Painting:	\$ 2,000,000
Plumbing:	\$ 2,000,000
Rubbish Removal:	\$ 5,000,000
Sign Installation:	\$ 5,000,000

Policy	Limit	Amount
General Liability	per occurrence	\$1,000,000
General Liability	aggregate	\$2,000,000
General Liability	products/completed ops	\$2,000,000

Worker's Compensation		Statutory
Employers Liability	Bodily Injury/Each Accident	\$1,000,000
Employers Liability	Bodily Injury by Disease per employee	\$1,000,000
Employers Liability	Bodily Injury Disease Aggregate	\$1,000,000
Automobile Liability	Combined Single Limit (CSL) per accident for owned, non-owned & hired autos	\$1,000,000
Umbrella	Umbrella per occurrence and aggregate	See Above Amount

## Section 5: Roles and Responsibilities

This section outlines roles and responsibilities for key players from the Tenant's team and the Property Management Team in the Tenant Construction and Alteration Process.

### Tenant

Tenants are responsible for complying with all provisions outlined in their lease and the provisions set forth in the Tenant's Rules and Regulations and in this procedures manual. The Tenant is to provide sufficient oversight and has the ultimate responsibility for ensuring its design consultants and contractors perform all work in accordance with Tenant Design Criteria.

Specific activities the Tenant is responsible for include, but are not limited to:

- Retaining the required and qualified professional representation to comply with Tenant Construction and Alteration Process requirements
- Obtaining the required type and amount of insurance
- Complying with environmental regulations and requirements
- Complying with health and safety requirements
- Complying with Brookfield security requirements
- Complying with all local, state and federal requirements
- Maintain Labor Harmony
- Ensuring an appropriate Construction Quality Control plan, that includes the provision of required on-site inspection capabilities, is implemented and adhered to by the Contractor and A/EOR
- Monitoring all construction activities to ensure the safety of construction workers, Tenant employees, onsite staff and the general public
- Monitoring all construction activities to ensure compliance with management plans
- Notifying the Property Manager of any changes to scope of work and ensuring updated Contract Documents are resubmitted as applicable
- Ensuring proper close-out of all Tenant Alteration and Construction

### Applications Architect of Record/ Engineer of Record (A/EOR)

Landlord requires the Tenant to identify an Architect or Engineer of Record (A/EOR). Landlord requires that the Tenant establish agreements with their consultants to provide services to meet with requirements of the Tenant Construction and Alteration Process. Landlord further requires the Tenant to identify a qualified lead consultant to be the A/EOR. The ultimate responsibility for engineering design and Building Code compliance always remains with the A/EOR who prepares the design and construction documents. The A/EOR is required to follow all procedures for the Tenant Construction and Alteration Process and to ensure that all design and construction is compliant with governing code and Landlord approved Contract Documents. Unless otherwise agreed with Landlord in writing, in order to avoid conflicts of interest and to enable good quality assurance, the A/EOR must be independent from the Contractor.

Specific responsibilities of the A/EOR include, but are not limited to:

- ✓ During the Design Phase:
  - Preparing and submitting all design and construction documents, such as drawings, reports, computations and specifications, required in connection with the proposed construction in accordance with governing Code and Tenant Design Criteria

- Modify drawings accordingly to address / pick up all building drawing review comments for building construction compliance.
- Identifying all environmental concerns such as, but not limited to, lead paint, PCB in caulking, hazardous materials, etc.
- ✓ During the Construction Phase:
  - Adequately inspecting and monitoring the work
  - Ensuring the Contractor constructs work in accordance with Building Code and Tenant Design Criteria
  - Submitting information to the Property Manager for review of any field changes
  - Submitting revised documentation for any field changes that require a change to the approved design in accordance with the Design Phase process
  - Scheduling and ensuring that all Special Inspections and tests are performed as required by Building Code
  - Inspecting all work prior to scheduling any Partial or Final inspections
  - Providing certifications for all work and requesting Partial or Final inspections
  - Submitting Record Documents
- ✓ During the Close-Out and Occupancy Phase:
  - Attending all Partial or Final inspections

#### Contractor

Landlord requires that the Tenant establish agreements with their Contractor (if they do not have the required personnel on staff) to provide services to meet with requirements of the Tenant Design Criteria. The role of Contractor applies to the prime Contractor appointed by the Tenant or to Tenant personnel. Specific responsibilities of the Contractor include, but are not limited to:

- Submitting insurance documents before start of construction
- Carrying out the construction work in accordance with the Landlord -approved drawings provided by the A/ EOR
- Providing Contractor's Means and Methods, if and when required
- Ensuring compliance with the Health and Safety Plan and maintaining a safe construction site in compliance with all applicable laws and regulations
- Developing and maintaining the project schedule, in coordination with the A/EOR
- Coordinating all construction activities and contractors
- Maintaining a set of current Landlord -approved documents on-site at all times
- Implementing an appropriate Quality Control Program
- Providing all construction permits (cutting and burning permits, hot work permits, etc.)
- Maintaining a record of all field changes and informing the Landlord and A/EOR of all field changes as soon as they arise
- Ensuring all work completed complies with Landlord -approved documents prior to inspections
- Complying with all Landlord construction guidance and rules as may be applicable to the project (facility rules, federal regulations, the Tenant Design Criteria Manual, or other) and ensuring all sub-contractors are in compliance as well
- Working in harmony with all labor which would not violate Landlord's union contracts affecting

Real Property, or create any work stoppage, picketing, labor disruption or dispute or disharmony or any interference (beyond a de minimis extent) with the business of Landlord or any tenant or occupants of the Building.

- Providing Inspection support and ensuring appropriate personnel are available and present to conduct the required inspection testing

#### Landlord Roles

##### Property Management Team /Tenant Coordinator

The Property Management Team will assume the role of the Tenant Coordinator and provide oversight of conformance with the Tenant Construction and Alteration Process. The Property Management Team has ultimate approval authority for all work performed within the property.

Specific activities include, but are not limited to:

- Serving as the initial contact for a Tenant contemplating any construction, alteration or maintenance work on or within their leased premises
- Ensuring a Tenant receives all available Property information
- Presenting all procedures and requirements of the Tenant Construction and Alteration Process at the Project Kick-off Meeting with the Tenant and the A/EOR
- Maintaining a schedule of activity and tracking current status of all Tenant Alteration or Minor Works Applications
- Serving as the Tenant point of contact for all Tenant related work and planned work, including emergency works, phased plans and all other information serving as the point of contact for the Tenant's team related to the approval of the Pre-Construction submittal, including insurance and Tenant and Vendor access requests
- Coordinating and guiding all Tenant Alteration or Minor Works applications through Landlord review and liaising with the appropriate Brookfield staff as projects may require to resolve issues

#### External Agencies

Tenants are required to coordinate with external agencies for mandatory approvals in order to complete the Design Phase and to obtain a Certificate of Authorization to Occupy or Use.

For example:

- Municipal/City Health Department Permits
- State/Municipal liquor licenses for establishments providing liquor
- State or Federal requirements through Environmental Protection Agency (EPA) / New York City Department of Environmental Protection (NYCDEP) for environmental permits (e.g. backflow devices)

These reviews are outside the Landlords authority and, therefore, the Tenant should contact the relevant agencies to establish the process for approval, submission requirements and schedule. The Landlord can provide guidance.

Section 6: Design Submittal, Review and Approval Process  
General Responsibilities and

Requirements

- The Tenant must obtain the Landlord's approval before commencing any construction.
- The Tenant must specifically identify and bring to the Landlord's attention in the preliminary design phase, and any proposed penetrations through demising walls, floors or ceilings.
- The Tenant is responsible for compliance with the requirements of all applicable regulatory authorities including but not limited to City, State and Federal authorities. The Tenant will also provide written evidence of compliance and approvals.
- On site confirmation of all existing and field conditions is the Tenant's responsibility.
- In the event a Tenant leases a space that is partially or fully built-out, it is the Tenant's responsibility to bring all pre-existing conditions into compliance with this Design Criteria, and other current requirements.
- The Landlord is responsible for the timely response to Tenant submittals.
- If there are any discrepancies between these Criteria and the Lease, the Lease

will govern. Tenant Design Submittal Requirements

Activities during the Design Phase focus on the project design and development in order to obtain Approval to Construct. The Tenant is to be available as and when required for verification and direction. The Tenant is required to ensure the design consultants comply with all Tenant Design Criteria. The A/EOR is the Tenant team's main point of contact during the Design Phase.

- The A/EOR is to work closely with the Landlord throughout the Design Phase.
- All the design and construction documents—including drawings, reports, computations and specifications required in connection with the proposed construction—are prepared and signed and sealed by the A/EOR.

The Landlord is the primary Point of Contact for the Tenant. All submittals during the Design Phase are given to the Property Manager.

All tenants are required to submit to the Landlord in writing (by letter, email or fax addressed to the Property Manager) of their intent to undertake construction. Tenant will submit complete architectural and engineering drawings for any proposed construction. All drawings shall be prepared, sealed and signed by design professionals licensed in New York State. In strictly limited situations, if work is only decorative in nature – requiring no changes to walls, mechanical or electrical systems – the Landlord, at its sole discretion may accept alternate documentation.

**KICK-OFF MEETING**

Once the Tenant has received Project Determination, the Property Manager will contact the Tenant to schedule a Kick-off Meeting.

Required attendees are the Landlord, Landlord's Architectural Consultants, Tenant and the Tenant's CM/GC and A/MEP Consultant who will be responsible for assembling the Contract Documents. The proposed Architectural or Engineering Consultants should be licensed to practice in NY.



## Kick-off Meeting Agenda

The goal of the Kick-off Meeting is to assist the Tenant's project planning efforts and to set clear expectations for the process. This includes creating a better understanding of each party's role or responsibilities. Typically, the meeting will discuss the following:

- Potential facility operational interfaces or constraints
- Requirements and opportunities for compliance with the Sustainable Design Guidelines
- Need for preliminary submittals and reviews:
- Anticipated types of design reviewers, e.g., master planning compliance, facility operations and maintenance, etc.
- Security or facility-specific requirements that may influence design
- Information security requirements
- Insurance requirements to be carried by the Tenant and/or the Contractor for the project. No contractors will be admitted into the Building without it. No exceptions.
- Tenant Construction and Alteration Process procedures and requirements for each phase of work from Design through to Close-out & Occupancy

The Landlord will confirm information the Tenant already has received, and make available any additional information. The Landlord will provide an overview of relevant reference materials, facility design and operations standards, security or special construction requirements, and other pertinent information that may influence the A/EOR's design and construction considerations.

The Tenant and A/EOR Acceptance of the Tenant Design Criteria will be signed and submitted to Landlord at the end of the Kick-Off Meeting.

Tenant must also submit a letter to the Building office, naming the person or persons authorized to make reservations (freight, shutdowns, etc.)

## SITE VISITS

The Tenant and the A/EOR are required to conduct a site visit prior to Contract Document submission. The Site Visit is intended to make sure the Tenant and A/EOR have a good understanding of existing conditions. In some cases, Tenants may already have performed these activities, either as part of due diligence activity during the Lease Negotiation or as part of previous work performed in the same area.

### Existing Conditions

A site visit at the beginning of the project increases the likelihood that the design accurately reflects field conditions. The Tenant is less likely to incur downstream field changes which may adversely impact project schedule or budget. The site visit is to be used by the A/EOR to identify existing conditions and issues to be resolved during the development of Contract Documents. The A/EOR is to locate and identify all existing fire protection, mechanical, plumbing, electrical, utilities and life safety systems. It is also important to know what is above, below and adjacent to the space, especially if construction requires access for plumbing, mechanical or electrical equipment.

## COMPLETION SUBMITTAL

Upon review of the complete Construction Document Submittal, the Landlord shall provide the Tenant with written comments. Should additional information be required or changes to the drawings requested, a revised submittal shall be provided by the Tenant. The Landlord's review of this Completion Submittal is limited to verifying conformance with the Landlord's requirements for work at One Liberty Plaza. The Tenant is responsible for compliance with all applicable codes and regulatory requirements.

Upon approval, the Tenant shall provide the Landlord three (3) bound paper sets and one (1) pdf of the completed submittal, and complete CAD files (in the current version of AutoCAD). Construction may not commence without a complete and approved set of Construction Documents.

Upon receipt of the Building Permit, the Tenant shall forward one (1) copy of the permit to the Landlord.

#### DOB Filing Forms – Property Owner's Required

Information Name: Stephen McGann

Relationship to Owner: Senior Property Manager

Business Name/Agency: Brookfield Properties OLP Co. LLC BFP One Liberty

Street Address: 165 Broadway

City/State/Zip: New York, NY 10006

Telephone: 212-417-7310

E-mail: [Stephen.mcgann@brookfieldproperties.com](mailto:Stephen.mcgann@brookfieldproperties.com)

Assistant Property Manager

Name: Michael Sestito

Relationship to Owner: Assistant Property manager

Business Name/Agency: Brookfield Properties OLP CO. LLC BFP One Liberty

Street Address: 165 Broadway

City/State/Zip: New York, NY 10006

Telephone: 212.417.7310

E-mail: [Michael.sestito@brookfieldproperties.com](mailto:Michael.sestito@brookfieldproperties.com)

#### CONSTRUCTION

##### Pre-Construction Meeting

Once the Tenant has the Approval to Construct, the Landlord will schedule a Pre-Construction Meeting. The Tenant's General Contractor will prepare the agenda for the Pre-Construction Meeting to review the rules and requirements for construction, the scope of the planned activities, the construction schedule and any staging plans. Any questions the Landlords and/or Tenant's team may have will also be answered. Required attendees include the Landlord, Landlords Consultants, Tenant, A/EOR, Contractor and key subcontractors. Information that the Contractor must provide at the Pre-Construction meeting includes:

- Name and 24-hour emergency number of the Prime Contractor under.

- contract with Tenant and their site representative contact information
- List of all subcontractors with any applicable licenses, e.g., mechanical, fire protection, and electrical
- Complete set of approved drawings and specifications
- A detailed construction schedule outlining start and completion dates, anticipated dates of Special Inspections, partial or final inspections, grand opening events, or other key milestones
- Hours of work
- A review of all proposed construction staging areas, haul routes and delivery routes, including any needed modifications. Construction Delivery Time Schedule are 6AM – 8AM Monday thru Friday and after 6PM Monday thru Friday, Saturday, Sunday and Holidays have a four (4) hour minimum charge for freight car and loading dock. Also note: If required, the cost for Operating Engineers/Elevator Mechanics, used for hoisting construction material will be charged to tenant performing construction
- Health and Safety Plan, including subcontract compliance
- Waste Management Plan (as applicable)
- List of all applicable Special Inspections
- Information security requirements

#### Construction

All construction/alteration work is to be made in a good and first-class workmanlike manner, using materials and procedures that adhere to the Design Criteria. All work shall be promptly commenced and completed in such a manner as to not interfere with the occupancy, use or enjoyment of any other tenant and/or tenant space, and as to not delay or impose any additional expense upon Landlord nor interrupt building operations or any part of the project.

The Landlord shall perform audit inspections throughout the construction process and is responsible for monitoring of the Tenant activities. Throughout the construction phase, the LL will communicate regular updates on project milestones, scheduled activities and any problems or field changes that arise on the project. A weekly construction meeting may be asked to take place with all parties involved.

The point of contact from the Tenant's team in this Phase is the Contractor, with the Tenant and A/ EOR providing verification and coordination. The Contractor and A/EOR must abide by all LL construction guidance and rules as may be applicable to the project. This includes facility rules and the Tenant Construction Manual amongst others as applicable. The Contractor and A/EOR are required to satisfy all of their responsibilities as outlined in the "Roles and Responsibilities" section.

The Contractor is to keep the LL informed of construction progress. For certain types of activities, such as work on life safety systems or which involve tie-ins or shutdowns of facility systems, the Contractor must notify the LL 10 business days in advance. The LL will review all such requirements at the Pre-Construction meeting as part of the facility rules and operating procedures. In general, notification to the LL by the Contractor is required for the following:

- Temporary shutdowns of sprinkler systems
- Modifications work on existing fire protection and alarm systems
- Shutdowns of any fire protection system at any time
- Temporary shut-downs of HVAC equipment or electrical power supply
- The Contractor must obtain permits when required prior to commencing construction. An example of this includes, but not limited to:

Cutting and Welding Permits; For a burning permit, the individual must have a Fire Department Permit or Certificate of Fitness for Burning from the appropriate local authority.

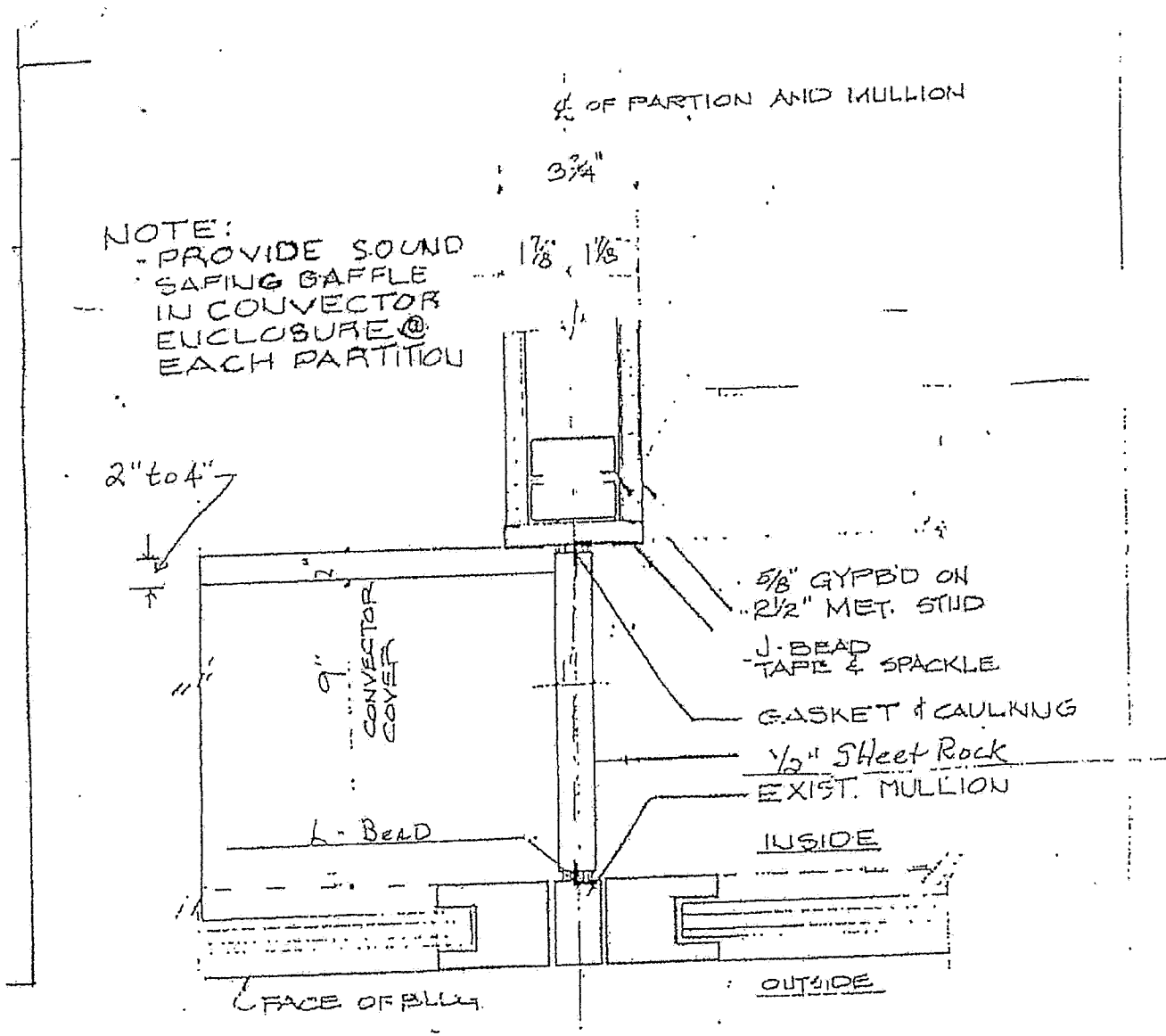
Tenant's contractor using flammable or other hazardous materials must take proper safety precautions and must adhere to all building regulations. Note: Storage of flammable or hazardous materials is prohibited and will NOT be allowed at any time. In order to do any type of burning, all the proper permits must be submitted to the building office 24 hours in advance.

#### Close-Out & Occupancy

The project is considered "Ready for Close-Out & Occupancy" when A/EOR has verified that all work is complete in accordance with Code and the LL-approved design. It is the Tenant's responsibility to have the premises inspected by all jurisdictional inspectors.

Tenant is to ensure the closing of all permits by the City of New York and is to obtain all documentation confirming said closure. Tenant, at their expense, shall submit to Landlord complete copies of all necessary municipal and other governmental permits, authorizations, signoffs, approvals and certificates for the commencement, execution, and final approval upon completion of all construction/alterations.

Tenant shall provide to Landlord as-built plans, specification, equipment manuals and CAD files on diskette in AutoCAD. DWG format showing the exact nature and location of the construction/alterations. Any such files delivered to Landlord by e-mail shall be sent to the Property Manager.



PLAN DETAIL  
 PARTITION TO MULLION

6

3" = 1'-0"