

## BATTERY PARK CITY AUTHORITY

**Project:** 200 Rector Street – Interior Fit Out Contractor Services  
**Date:** October 7, 2016  
**RE:** Addendum #1  
**Total Pages:** 21

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The following revisions and/or clarifications are to be made to the Request for Proposals for “200 Rector Street – Interior Fit Out Contractor Services.” This Addendum provides clarification of the Proposal due date and answers questions received through September 28, 2016. Any additional questions received by September 30, 2016 will be answered by October 7, 2016.

### Clarifications:

**The Proposal due date is October 21, 2016 as stated in section IV “Key Dates, Contract Terms and Minimum Qualifications.” The deadline is 5:00 pm.**

### Questions/Answers \*

- *Please clarify what type of pay scale is required for the project (i.e. union, open shop, or prevailing wage).* **The Project is a prevailing wage project.**
- *Is there a list of approved subcontractors that would be required for this project?* **BPCA does not pre-approve subcontractors. Proposers seeking assistance with the identification of suitable M/WBE subcontractors may request from BPCA a list of Empire State Development Company (ESDC) certified suppliers and/or contractors in particular trades; however, the companies on this list are not endorsed or pre-approved by BPCA.**
- *Can we have a copy of any building rules and regulations that need to be considered for the project?* **Building rules provided by the building owner are attached to this addendum, and certain relevant provisions of BPCA’s lease of the property are also attached. The selected Proposer, however, will be solely responsible for ensuring it is aware of any rules and regulations that relate to the project, and should be aware that additional rules and restrictions may be imposed by the building owner and that such additional rules and restrictions may apply to the Proposer.**
- *As a new company, formed in September 2015, our company does not meet the minimum requirement of five years, however our staff has extensive experience, overseeing hundreds of construction projects of all types, in the public sector. We wish to inquire as to how this may affect us in the review phase.* **This inquiry will be addressed separately through an RFP revision detailed in Addendum #2.**

\* Submitted questions printed in italics followed by answers in bold print

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By signing the line below, I am acknowledging that all pages of Addendum #1 have been received, reviewed and understood and will be incorporated into the bid price submitted. This document must be attached to the Proposal for consideration.

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Print Name

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Signature

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Date

Number of pages received: 21

## ALTERATION PACKAGE

The following items are required to complete the Alteration Package:

- Signed alteration agreement;
- Two checks
  - \$500 made out to Milford Management. This is a non-refundable processing fee.
  - \$5,000 made out to Milford Management. This is a security deposit. The check will be cashed and held in an escrow account until completion of the project, less any damages.
- Copy of unit owner's homeowners insurance;
- Signed contractors indemnity;
- Copy of the contractor contract;
- Written scope of work;
- Architectural plans if there is a change in layout. Drawings must be signed and sealed by a licensed architect. The architectural plans will be sent to the condominium's architect for review and the cost of this review will be back-charged to the unit owner;
- Copy of the contractor's NYC Dept of Consumer Affairs license;
- Copies of plumber and/or electrician licenses (if performing plumbing and/or electrical work);
- Insurance certificates submitted by the insurance broker, as detailed in the alteration package. Please make sure the per project box is checked off and the amounts meet our requirements;
- If the GC is using subcontractors, each subcontractor must submit their insurance and a signed contractor indemnity OR if the subcontractors are covered under the GC policy, we need a signed letter stating in writing the name of the subcontractors and confirming that they are covered under the GC's insurance policy.

**Notes:**

- If you are replacing flooring, you must install a soundproof membrane underneath the new flooring.
- All alterations to the building must be approved by the Board of Managers, regardless of whether or not they are structural.
- Incomplete packages will not be processed.
- The owner must have an account balance of \$0 in order to process the alteration.

Please submit a complete package to Milford Management Corp., attention Patricia Lau, at 99 Battery Place, New York, NY 10280 or email to [plau@milfordmgmt.com](mailto:plau@milfordmgmt.com).

**Alteration Agreement**

Date: \_\_\_\_\_

To: Milford Management Corp.  
99 Battery Place  
New York, N.Y. 10280

From: Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Re: Apartment No. \_\_\_\_\_  
Location: 200 Rector Place

In accordance with the By-Laws and the rules and regulations promulgated by the Condominium Board of Managers (“Owner”) for the captioned apartment (“the Apartment”), I hereby request permission to install the fixtures and appliances and make the alterations described in the annexed plans and list of fixtures and appliances (hereafter collectively referred to as the “Work”) in the Apartment.

If such permission be granted:

1. I agree, before any Work is begun to provide the Management Agent with:
  - (a) a complete description of the work and signed and sealed plans and specifications prepared by a licensed architect in duplicate and furnished with this Agreement;
  - (b) a complete and conformed copy of every agreement made with the contractors and suppliers;
  - (c) if required by law or governmental regulations or as a result of the review of the foregoing by your architect, to file plans with and procure the approval of all governmental agencies having jurisdiction over the work, and, no more than ten (10) days after receipt of such approval, to deliver to you a copy of every permit or certificate issued, along with a copy of the “perforated” approval plan. If there be any doubt as to the need for such approval, you shall be the sole arbiter in resolving the doubt. I will, upon completion of the Work, provide you with the appropriate sign off by the governmental agencies having jurisdiction over the work and any other applicable Building Department sign-offs;
  - (d) comprehensive general liability and property damage insurance policies from each contractor set forth in sub-paragraph (b) above, each in the amount of \$5,000,000 in form reasonably acceptable to you, which policies name you and Owner, as well as myself, as parties insured, and any other parties required by you and Owner. Such policies shall provide that they may not be terminated without 30 days prior written notice thereof to you, and
  - (e) Worker’s Compensation and employer’s liability insurance policies, covering all employees of the contractor, contractors or sub-contractors.

2. If you are required or shall seek legal, engineering or architectural advice prior or subsequent to granting permission, I agree to reimburse you, on demand, for reasonable fees incurred, and if approval hereunder for the work be granted, then, in any event, prior to commencement by me of any work. I acknowledge that you have advised me that I shall be responsible for payment of the reasonable fees of any architect or engineer engaged by you to review and inspect the Work whenever you deem such review and inspection appropriate.
3. It is understood that:
  - (a) I assume all risks of damage to the building and its mechanical systems, and to persons and property in the building, which may result from or be attributed to the work being performed hereunder and all responsibility for the maintenance and repair of any alterations and installations after completion. This responsibility covers all work, whether or not structural, weather tightness of windows, exterior walls or roofs, waterproofing of every part of the building directly or indirectly affected by the work, and maintenance of all heating, plumbing, air conditioning and other equipment installed or altered pursuant hereto. If the operation of the building, of any of its equipment, is adversely affected by the work, I shall, when so advised, promptly remove the cause of the problem and restore any such areas so damaged to the approximate conditions of such areas prior to the damage, all of the foregoing to be prosecuted continuously until such repairs are complete;
  - (b) I recognize that there will be no change in the operation of the building's heating system (or air-conditioning system, if any) to facilitate the functioning of any heating or air-conditioning units I may be installing;
  - (c) No channeling of the structural beams, ceilings, columns, floors, concrete slab, fire rated chases and walls will be allowed;
  - (d) When existing wet and/or dry area flooring is removed during the renovation, sound and vibration isolation matting must be installed;
  - (e) No garbage disposals are permitted;
  - (f) Walls in all Bathrooms, if not using cement board, must use mold resistant drywall for all portions of walls.
  - (g) All portions of walls within 2 feet of a kitchen sink and/or stove up to 4 feet high must use mold resistant drywall.
  - (h) the alterations and materials used shall be of a quality and style in keeping with the general character of the building, and shall conform to the Standard Building Requirements for Alterations now or hereafter in effect, a copy of which is annexed;
  - (i) I undertake to indemnify you, any architect or engineer engaged by you, Owner and occupants of the building (including but not limited to other occupants residing on my floor) for any and all damages suffered to person or property as a result of the work performed hereunder, whether or not caused by negligence,

and for any and all liabilities arising therefrom or incurred in connection therewith, and to reimburse you, any architect or engineer engaged by you or Owner for any and all loss, costs and expenses (including, without limitation, reasonable attorney's fees and disbursements) incurred as a result of the Work. If requested, I shall procure a bond or agreement from an insurance company reasonably acceptable to you, ensuring performance by me of this Agreement;

- (j) the Work shall not result in any increase in insurance premiums payable by you or Owner;
  - (k) I must give notice of the Work at least one week prior to commencement of the work to other Unit owners residing on my floor, and must take precautions to ensure that the Work proceeds with a minimum of inconvenience to my neighbors.
4. All permitted work shall be completed within 120 days after governmental approval thereto has been granted or, if no such approval is required by law or regulation, then from the date hereof. Except for unavoidable delays beyond my control, if the work shall not have been completed within the time period specified in the preceding sentence, you shall be entitled to apply from the funds provided pursuant to Paragraph 18 of this Alteration Agreement of the sum of \$100 per day for each additional day the work remains incomplete as liquidated damages and not as a penalty to compensate you for the costs and inconvenience of the continuation of the work. No work shall be performed, except on weekdays between the hours of 9:00 AM and 4:00 PM and never on any Saturday, Sunday or holidays, and any work which may produce unusual or loud noise shall not be done before 10:00 AM.
5. All precautions will be taken to prevent dirt and dust from permeating other parts of the building during the progress of the Work. No tools, materials or rubbish will be left in any common area of the building, including but not limited to the hallways, elevators and stairwells, at any time. Materials and rubbish will be placed in barrels or bags before being taken out of the Apartment. All such barrels or bags, rubbish, rubble, discarded equipment, empty packing cartons and other materials will be taken out of the building and removed from the premises at my expense. All building areas shall be broom-cleaned each night before contractors leave the premises and the premises shall be kept clean at all times. I agree that only the service elevator may be used for such removal and only at such time as the Superintendent of the building may direct. If the convenience of other residents requires that the service elevators be operated on an "overtime" basis, I shall reimburse you for any wages or related expenses incurred in connection therewith. Upon completion of the Work each day, I will have the building areas affected by the alteration cleaned and wet and dry-mopped before the general contractor leaves the premises. If repairs, painting, and/or re-carpeting or re-wallpapering to any portion of the building are necessary due to the performance of the Work, such repairs, painting, re-carpeting or re-wallpapering shall be done at my expense and to your entire satisfaction. Electric or pneumatic hammers are not permitted to be used without Owner's consent. No material shall be transported on top of or underneath elevator cabs.
6. I will bear the entire cost of the Work and installations and pay bills incurred in connection therewith, no later than thirty (30) days after completion of the Work. If any mechanic's liens have been filed for work claimed to have been done or materials alleged to have been supplied, I shall cause such liens to be discharged within ten (10) days after

such filing. If I fail to do so, you may so exercise any or all of your rights and remedies under Condominium By-Laws or this Alteration Agreement.

7. At the completion of the work, I will deliver to you such approvals or proof as may be necessary to indicate that all work has been done in accordance with all applicable laws, ordinances and government regulations. Any electrical or plumbing work must be performed by a licensed electrician or licensed plumber and must be filed with the Department of Buildings.
8. I recognize that by granting consent to the work, you do not profess to express any opinion as to the design, feasibility or sufficiency of the work.
9. I am aware that in granting this conditional permission neither you nor Owner makes any representation as to the design or efficiency of the proposed work. I agree that if the operation of the building or any of its equipment is in your reasonable opinion in any way adversely affected by reason of the work, I will, upon request, at my expense, remove the cause of the trouble.
10. My failure to comply with any of the provisions hereof shall be deemed a breach of the provisions of the Condominium By-Laws, pursuant to which your consent has been granted, and, in addition to all other rights, you may at your sole reasonable discretion retain the whole or any part of the \$5,000 security deposit and/or suspend all work and prevent workmen from entering the Apartment for any purpose other than to remove their tools or equipment.
11. This agreement may not be changed orally. This agreement shall be binding on and inure to the benefit of you, me and our personal representatives and authorized assigns.
12. I will be responsible for and pay any increase in real estate taxes levied against the building because of any increase in assessed valuation attributable to and by reason of completion of the work herein approved.
13. I acknowledge that you may designate a licensed architect or engineer to review plans and specifications for the work and to subsequently observe the work to ensure that all work conforms to plans and specifications previously approved and is otherwise in conformity with the requirements of this Alteration Agreement. I agree to provide access to said architect or engineer or any successor thereto as well as to any of your or Owner's agents (including without limitation, the building's superintendent) to observe the work from time to time and undertake to make all corrections specified by you as a result thereof. To facilitate such inspections, I will inform you in writing at least 24 hours in advance both:
  - (a) prior to inspections, testing or approvals as required by any public authority having jurisdiction over any portion of the work; and
  - (b) prior to the enclosure or obstruction of any concealed or inaccessible portions of the work.
14. In any alteration where piping for plumbing, heating, etc., is being tied into the building systems, all completed work is to be inspected by the Owner's plumber and/or engineer prior to any walls being closed. This Inspection will be made by the Owner or Owner's

agents within three (3) business days of my request. I understand that any walls closed before this inspection will be opened at the Owner's discretion and at my expense.

15. If any portion of the Work should be covered contrary to the request of any architect or engineer engaged by you pursuant to the terms hereof, it must, if required in writing by any such licensed architect or engineer so engaged, be uncovered at my expense for its observation and thereafter replaced at my expense.
16. I shall promptly correct all work rejected by your architect, engineer, or plumber as defective or as failing to conform to this Alteration Agreement, whether or not fabricated, installed or completed. I shall bear all costs of correcting such rejected work, including reasonable compensation for the additional services of any architect or engineer engaged by you pursuant to the terms hereof and made necessary thereby.
17. Subject to the provisions of paragraph 5 hereof, I will take all precautions necessary to prevent damage to the carpeting, flooring, walls, and wallpaper in the building's hallways and to all common areas during the progress of the work.
18. In order that you will have an escrow fund to secure the faithful performance and observance by me of the terms and conditions of this Alteration Agreement, I am concurrently herewith delivering to you my check payable to your order in the amount of \$5,000.00, the proceeds of which may be deposited by you into an escrow account upon your acceptance of this Alteration Agreement. I agree that, at your sole reasonable discretion, you may retain the whole or any part of the sum so deposited if I or persons engaged by me fail to comply with any of the provisions hereof. In the event that I or persons engaged by me to perform the work cause any loss, cost or expense to you, Owner or other building occupants, including without limitation any loss, cost or expense arising from or relating to (a) the reasonable fees of any licensed architect or engineer engaged by you or to review the plans and specifications or to review from time to time the progress of the work, (b) the fees of your attorneys engaged in the event of my breach or alleged breach of the provisions of this Alteration Agreement, or otherwise in connection with the work, (c) damage to the carpeting or wall paper in the building's hallways or to other common areas (including, without limitation, the cost of cleaning, shampooing or repairing the same if soiled or otherwise damaged and removal of any work materials and rubbish), I agree that you may use, apply or retain the whole or any part of the sum so deposited to the extent required for the payment thereof. I also agree to replenish such fund fully within five (5) days of any disbursement made by you and occasioned by my default hereunder. If I shall comply with all the terms and conditions of this Alteration Agreement, I understand that the \$5,000 or remaining balance thereof shall be promptly returned to me within 30 days after all DOB permits have been signed off (if applicable), an inspection has been conducted by the resident manager, and the management office has been properly notified of completion of work.
19. All fixtures and appliances I propose to install in the apartment must be labeled on plans and specifications submitted herewith.
20. Notwithstanding anything to the contrary contained in the plans or specifications submitted to you herewith or in any other document whatsoever (including, without limitation, one signed by you or on your behalf), I acknowledge that you have not granted and will not grant me permission for (a) the installation of a clothes washer, dryer, electric stove, or kiln or similar oven not for cooking purposes, (b) the enlargement of existing bathrooms or the installation of additional bathing facilities, or (c) any alterations



which would entail cutting into the floor or ceiling slab of the apartment for electrical or plumbing work or for any other purpose, and I expressly agree not to cause or permit any such installation or alterations. I further expressly agree not to cause or permit the installation of any other appliance or fixture whatsoever unless the same shall have been labeled on the plans and specifications submitted to you herewith and approved by you in writing.

21. I acknowledge that I have been advised that no workmen will be permitted in the building without the express written authorization of your authorized representative, which upon your acceptance hereof shall not be withheld or delayed. I further acknowledge that prior to entering the building each day, my workmen will be required to sign the daily log, if any, to be maintained by the building's maintenance staff, present identification and leave said identification with the maintenance staff while workmen are in the building in exchange for a "Visitor" badge which shall be worn and displayed while workmen are in the building, and, in connection therewith, to identify the precise nature of the work to be performed by them on that day; and the workmen will not perform on any such day any work other than that identified by them on the daily log for that day.
22. In addition to your other expenses which I have agreed to pay in various other paragraphs of this Alteration Agreement, I agree to pay you \$500, or one percent (1%) of the cost of construction, whichever is greater, for services rendered in connection with the preparation and supervision of this Alteration Agreement and various other expenses attributable to this agreement.

Annexed hereto are the Insurance Addendum (one page) and the Rules and Regulations for Alterations (one page), together with the plans and specifications outlining the "Work," consisting of \_\_\_\_\_ pages, all of which are made a part of this agreement.

Very truly yours,

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Print Unit Owner Name

Unit Owner Signature

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Print Unit Owner Name

Unit Owner Signature

**Permission Granted:**

**Milford Management Corp.**

By: \_\_\_\_\_

**Any deviation from work approved in the Alteration Agreement shall void in its entirety the permission granted herein.**

## **Alteration Agreements Rules & Regulations**

### **Preliminary Requirements:**

- (a) Contractors must provide acceptable insurance certificate to Milford Management.
- (b) Contractors may only use service elevator, and are prohibited from using passenger elevators at all times. When a contractor leaves an apartment and needs to take an elevator, that person must call the service desk on the house phone and ask for an elevator to pick him or her up.
- (c) Each worker must enter building through the service entrance. To enter the building each worker must leave picture ID at the service desk in exchange for a Building Visitor Pass, which must be displayed at all times. This pass must be turned in at the end of the day (4:00 p.m. for contractors) and picture ID will be returned.

### **The Work:**

- (d) All work to be done on weekdays, excluding holidays, between the hours of 9:00 a.m. and 4:00 p.m., except loud demolition or construction which will not start until 10:00 a.m.
- (e) Contractors will provide necessary protection of floors and walls in all common hallways when delivering or removing material or debris.
- (f) Contractor will keep the Resident Manager (Superintendent) informed of progress, problems, deliveries, and will give at least 3 days notice of any water shut downs required. No changes to plumbing, heating or mechanical systems may be "closed" before Resident Manager approves the work. Resident Manager will advise contractor if shut down can be done to accommodate a contractor's request or the manager will work out a mutually agreeable date/time.
- (g) Contractors must remove all debris from premises. Construction debris may not be left in any area of building nor may it be combined with the building's trash, for NYC sanitation to remove.
- (h) Contractors must advise the Resident Manager in advance when they will be welding, soldering, brazing or using any flammable equipment, devices or material. Contractor must also provide their own fire safety equipment (fire extinguisher) when using flammable equipment, devices or material.

### **General. Default Provisions:**

- (i) Workers are not permitted to wander building or be in any area of building other than the apartment they are working in.
- (j) If contractor does not abide by Building Rules, Management reserves the right to prohibit access to the building.

**INSURANCE ADDENDUM**

Effective Date of Coverage: \_\_\_\_\_

Date Work Commences: \_\_\_\_\_

Description of Operations/ Locations  
200 Rector Place, New York, New York 10280

Certificate Holder:

**Liberty Court Condominium  
c/o Milford Management  
99 Battery Place,  
New York, New York 10280**

The following entitles or individuals are to be named as additional insureds:

**Liberty Court Condominium, Mariner's Cove Site B Associates & Milford Management Corp.**

## **INSURANCE REQUIREMENTS FOR LIBERTY COURT CONDOMINIUM**

1. The Contractor/Lessee cannot commence the work or occupy the premises until it has obtained all required insurance and such insurance has been approved.
2. Insurance coverage shall be provided by an insurance company licenses as an “admitted carrier: by the N.Y. State Insurance Department with no less than AM Best’s A-VIII rating.
3. The cancellation clause must read as follows:  
“Should any of the above described policies be cancelled, non-renewed or materially modified before the expiration date thereof, the issuing company will mail 30 days written notice, to the named certificate holder.”

The following minimum coverage limits must be maintained throughout the life of the contract.

### **Liability Coverage:**

#### **Contractor / Vendor Services (Deliveries / Moves) –**

**Form:** Commercial General Liability (CG 00 01 Form, or its equivalent), including but not limited to the following coverage for which the limits should apply:

Premises and operations, and Products and Completed Operations.

**Minimum Limits:** \$1,000,000 per occurrence; \$2,000,000 aggregate

**Note:** The limits of liability can be provided in a combination of a Commercial General Liability and an Umbrella Liability Policy. If both are to apply, the Umbrella Liability form should be written on a follow form basis. Additionally, it is required that the limit rendered by the General Liability form be provided on a “per project” basis. Coverage for both policies must always include the following as additional insureds: The entity, the property owner(s), and the Owner’s real estate manager.

#### **Contractor / Vendor Services (Contractors Renovations) –**

**Form:** Commercial General Liability (CG 00 01 Form, or its equivalent), including but not limited to the following coverage for which the limits should apply:

Premises and operations, and Products and Completed Operations.

**Minimum Limits:** \$5,000,000 per occurrence; \$5,000,000 aggregate

**Note:** The limits of liability can be provided in a combination of a Commercial General Liability and an Umbrella Liability Policy. If both are to apply, the Umbrella Liability form should be written on a follow form basis. Additionally, it is required that the limit rendered by the General Liability form be provided on a “per project” basis. Coverage for both policies must always include the following as additional insureds: The entity, the property owner(s), and the Owner’s real estate manager.

**Contractor / Vendor Services (Window washing / Scaffolding / Roofers - or any contractor working at a height beyond ladder)**

**Form:** Commercial General Liability (CG 00 01 Form, or its equivalent), including but not limited to the following coverage for which the limits should apply:

Premises and operations, and Products and Completed Operations.

**Minimum Limits:** \$10,000,000 per occurrence; \$10,000,000 aggregate

**Note:** The limits of liability can be provided in a combination of a Commercial General Liability and an Umbrella Liability Policy. If both are to apply, the Umbrella Liability form should be written on a follow form basis. Additionally, it is required that the limit rendered by the General Liability form be provided on a “per project” basis. Coverage for both policies must always include the following as additional insureds: The entity, the property owner(s), and the Owner’s real estate manager.

**In addition to the above ALL must present the following:**

**Automobile Liability:**

**Form:** Comprehensive Automobile Liability, including all owned, non-owned and hired autos.

**Limits:** \$1,000,000 per occurrence; Bodily Injury & Property Damage combined single limit.

**Workers’ Compensation:**

**Form:** Providing statutory benefits for all employees of the contractor, and any of the subcontractor’s employees, where operations will be performed.

**Employers Liability:**

**Minimum Limits:** \$1,000,000 Each Accident;  
\$1,000,000 Disease policy limit;  
\$1,000,000 Disease each employee

**Disability:**

**Form:** Providing coverage for all employees of the contractor, and any of the subcontractor’s employees, where operations will be performed.

**Minimum Limits:** Satisfies all laws required by the Disability Law of the State of New York or any State or Federal body having jurisdiction over the location of operations being performed for that matter.

**Certificate Holder:**

Liberty Court Condominium  
c/o Milford Management  
99 Battery Place  
New York, NY 10280

**Additional Insured:**

Liberty Court Condominium, Mariners Cove Site B Associates & Milford Management Corp.

**“IMPORTANT: IF YOUR INSURANCE BROKER UTILIZES AN ACORD CERTIFICATE THAT STIPLUATES THAT THE POLICY NEEDS TO BE ENDORSED IF YOU ARE INCLUDED AS ADDITIONAL INSURED, YOU MUST SUBMIT A COPY OF THE ENDORSEMENT OR BINDER TO THE POLICY SHOWING THAT CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED ALONG WITH THE CERTIFICATE.”**

## Unit Owner's Contractor - Indemnity & Insurance Provisions

In consideration for permitting \_\_\_\_\_ (Contractor) to perform work on the premises situated at 200 Rector Place, owned by Liberty Court Condominium, while performing work on behalf of \_\_\_\_\_ (Unit Owner) Contractor hereby agrees to the following:

### 1.0 Indemnification

1.1 To the fullest extent permitted by law Contractor agrees to indemnify and hold harmless Owner, Owner's Managing Agent, Unit Owner/Tenant and their respective Directors, Officers, and Employees, all to be referenced as "OWNER", from and against all liability, claims and demands on account of injury to persons, including death resulting therefrom, and damage to property arising out of the performance, or lack of performance, of the Agreement by Contractor, Contractor's Sub-Contractors, their respective Employees and Agents, all to be referenced as "CONTRACTORS", and damage to property of "CONTRACTORS". Contractor shall at its own expense, defend any and all actions at law brought against "OWNER" based thereon and shall pay all attorney's fees and all other expenses and promptly discharge any judgments or settlements arising therefrom. This agreement to indemnify specifically contemplates (1) full indemnity in the event of liability imposed against the Owner and/or Managing Agent without negligence and solely by reason of statute, operation of law, or otherwise, and (2) partial indemnity in the event of any actual negligence on the part of Owner and/or Managing Agent causing or contributing to the underlying claim, in which event, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault, whether by statute, by operation of law, or otherwise.

### 2.0 Insurance

2.1 Contractor shall secure, and keep in full force and effect, and shall cause its Subcontractors to secure, and keep in full force and effect throughout the term of this Agreement the following coverage at Contractor's sole cost and expense. Such Insurance shall be primary, notwithstanding any other insurance that might be in effect for the indemnities:

- (a) Commercial General Liability Insurance, including Contractual Liability (to specifically include coverage for the indemnification clause of this Agreement), Products & Completed Operations Liability, 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 \$5,000,000 per occurrence, \$5,000,000 per project general aggregate, \$5,000,000 Personal & Advertising Injury and \$5,000,000 Products and Completed Operations liability with an aggregate limit per project. The limits of liability can be provided in a combination of a Commercial General Liability policy and an Umbrella Liability policy, which is written on a no less than follow form basis. The policy should be written on form CG00 01 or its equivalent and shall not include any exclusions or limitations other than those incorporated in the standard form. Such insurance is to be primary insurance, notwithstanding any insurance maintained by the indemnified parties. Coverage must include the following as additional insureds:

**Liberty Court Condominium  
Mariner's Cove Site B Associates  
And Milford Management Corp.**

Additional Insured status must be granted by use of the latest version of ISO Endorsement # CG 20 37 or its equivalent.

- (b) Automobile Liability, covering any liabilities of Contractor and Owner with respect to the ownership, maintenance, or use of any auto used in connection with the performance of the Work, on a form equal to the latest version of CA 00 03 with a minimum limit of \$1,000,000 per occurrence.
  - (c) Worker's Compensation Insurance providing statutory benefits for Contractors and Subcontractor's employees and Employer's Liability coverage in an amount that is no less than \$1,000,000;
- 2.2 All required insurance policies shall be maintained with insurance companies licensed within the State that work is being performed and holding an AM Best rating of no less than A-VIII. Said policies shall contain a provision that that coverage will not be canceled, non-renewed or materially changed, until at least thirty (30) days prior written notice has been provided to Owner and Managing Agent.
- 2.3 Contractor agrees to have included in each of the above policies, and shall cause its Subcontractors to have included in each of the above policies, except Workers Compensation, a waiver of subrogation in favor of "OWNER".
- 2.4 Certificates in the customary form, i.e. Accord 25, evidencing all terms of this Agreement, shall be delivered to the Owner or Managing Agent, or their agent, simultaneously with the execution of this Agreement. Similar certificates, while Contractor is on the premises, shall be delivered evidencing the renewal or replacement of such insurance, at least 10 days prior to the effective date of such renewal or change of insurer.

#### General Conditions

- A. It is agreed by the Owner and Contractor that this Addendum is a part of the Contract for all work to be performed by the Contractor for the Owner, and that the obligations of the Contractor to the Owner under this Addendum shall survive the completion of the performance by the Contractor of the Work performed by the Contractor for the Owner in connection with the performance of each job.
- B. The Contractor agrees that failure of Owner to enforce any of the terms of this Addendum shall not waive the responsibility of the contractor to comply with these conditions and requirements.
- C. If any part of the work is sub-contracted, each of the sub-contractors (including sub-contractors of a sub-contractor, etc.) shall contract to comply fully in the same manner as the Contractor, and each such sub-contractor (including sub-contractors of a sub-contractor, etc.) shall contract in writing to provide the insurance coverage(s) specified in this Addendum, and subject to the same terms and conditions (including notice of cancellation, non-renewal, or reduction in coverage) as are agreed to in this Addendum.



D. The obligations set out in this Addendum shall be in addition to all other obligations assumed by Contractor to Owner; shall not be construed to negate, diminish or otherwise reduce any other rights of Owner; and all liability for breach of performance shall survive the termination of this contract and the approval by Owner of the completion of the work. Among other obligations, Contractor shall take all necessary precautions to prevent injury to persons or property during the progress of such work; and the maintenance of public liability insurance and the agreement to hold harmless shall not discharge this obligation.

E. This Addendum shall be interpreted under the law of the State of New York; and to the maximum extent feasible, shall be construed so as to conform and comply with such law. If any portion of this Addendum is judicially held invalid, the remainder shall survive such declaration and be valid and enforceable.

Accepted and agreed to by:

\_\_\_\_\_ (Date)  
(Contractor)

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_ (Date)  
(Managing Agent)

\_\_\_\_\_  
(Signature and Title)

**LIBERTY COURT CONDOMINIUM (THE "CONDOMINIUM")**

**RIDER TO ALTERATIONS AGREEMENT**

**WITH REGARD TO BUILDINGS DEPARTMENT FILINGS**

The Unit Owner (jointly and severally, to the degree applicable) hereby confirms that all information that has been provided heretofore, and which will be provided prospectively, by the Unit Owner to the Condominium with regard to: (i) all costs and the value of all aspects of the Work, (ii) the need, if any, to amend the certificate of occupancy of the Building to reflect the performance of the Work, and (iii) the degree to which the Work has been completed, is and will be full, complete, and accurate.

The Unit Owner acknowledges that the filing fees that are payable to the New York City Department of Buildings with regard to the Work are based on the stated value of the Work, and that any understatement of the stated value of the Work, and the filing of any other false or inaccurate information relating to the Work, could potentially cause the Condominium and its officers to incur liability for, inter alia, civil and criminal penalties. The Unit Owner (jointly and severally, to the degree applicable) hereby agrees to indemnify, hold harmless and defend the Condominium, and all officers, directors, managers, unit owners and agents of the Condominium, including but not limited to its managing agent, from, against and with regard to any and all claims, losses, damages, suits, actions, proceedings, judgments, impositions, costs, expenses (including reasonable attorneys fees and Court cost), fines and penalties (whether civil or value of any aspect of the Work, or (ii) the need, if any, to amend the certificate of occupancy of the Building to reflect the performance of the Work, or (iii) the degree to which the Work has been completed, or (iv) any other information regarding the Work, that is or was provided by the Unit Owner to the Condominium, is or was incomplete or inaccurate, whether such omission or inaccuracy occurred deliberately or inadvertently.

LIBERTY COURT CONDOMINIUM

\_\_\_\_\_  
UNIT OWNER

By: \_\_\_\_\_

\_\_\_\_\_  
UNIT OWNER

**STANDARD FORM OF OFFICE LEASE**  
The Real Estate Board of New York, Inc.

Agreement of Lease, made as of this 24<sup>th</sup> day of FEBRUARY in the year 2016, between MARINER'S COVE SITE B ASSOCIATES, a co-partnership party of the first part, hereinafter referred to as OWNER, and BATTERY PARK CITY AUTHORITY, having an address at 200 Liberty Street, 24th Floor, New York, New York 10281 party of the second part, hereinafter referred to as TENANT,

Witnesseth: Owner hereby leases to Tenant and Tenant hereby hires from Owner Office as described in Article 37 as the "Premises", in the building known as 200 Rector Place in the Borough of Manhattan, City of New York, for the term of as provided in Article 38 (or until such term shall sooner cease and expire as hereinafter provided)

at an annual rental rate of as provided in Article 39

which Tenant agrees to pay in lawful money of the United States, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said term, at the office of Owner or such other place as Owner may designate, without any setoff or deduction whatsoever, except that Tenant shall pay the first monthly installment on the execution hereof (unless this lease be a renewal).

In the event that, at the commencement of the term of this lease, or thereafter, Tenant shall be in default in the payment of rent to Owner pursuant to the terms of another lease with Owner or with Owner's predecessor in interest, Owner may at Owner's option and without notice to Tenant add the amount of such arrears to any monthly installment of rent payable hereunder and the same shall be payable to Owner as additional rent.

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

Rent: 1. Tenant shall pay the rent as above and as hereinafter provided.  
Occupancy: 2. Tenant shall use and occupy the demised premises for

the "Authorized Use" provided in Article 37,

and for no other purpose.

Tenant Alterations: 3. Tenant shall make no changes in or to the demised premises of any nature without Owner's prior written consent. Subject to the prior written consent of Owner, and to the provisions of this article, Tenant, at Tenant's expense, may make alterations, installations, additions or improvements which are non-structural and which do not affect utility conduct or plumbing and electrical lines, in or to the interior of the demised premises, by using contractors or mechanics first approved in each instance by Owner. Tenant shall, before making any alterations, additions, installations or improvements, at its expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof, and shall deliver promptly duplicates of all such permits, approvals and certificates to Owner, and Tenant agrees to carry, and will cause Tenant's contractors and sub-contractors to carry, such worker's compensation, general liability, personal and property damage insurance as Owner may require. If any mechanic's lien is filed against the demised premises, or the building of which the same forms a part, for work claimed to have been done for, or materials furnished to, Tenant, whether or not done pursuant to this article, the same shall be discharged by Tenant within thirty days thereafter, at Tenant's expense, by payment or filing a bond as permitted by law. All fixtures and all paneling, partitions, railings and like installations, installed in the demised premises at any time, either by Tenant or by Owner on Tenant's behalf, shall, upon installation, become the property of Owner and shall remain upon and be surrendered with the demised premises unless Owner, by notice to Tenant no later than twenty days prior to the date fixed as the termination of this lease, elects to relinquish Owner's right thereto and to have them removed by Tenant, in which event the same shall be removed from the demised premises by Tenant prior to the expiration of the lease, at Tenant's expense. Nothing in this article shall be construed to give Owner title to, or to prevent Tenant's removal of, trade fixtures, moveable office furniture and equipment, but upon removal of same from the demised premises or upon removal, at other installations as may be required by Owner, Tenant shall immediately, and at its expense, repair and restore the demised premises to the condition existing prior to any such installations, and repair any damage to the demised premises or the building due to such removal. All property permitted or required to be removed by Tenant at the end of the term remaining in the demised premises after Tenant's removal shall be deemed abandoned and may, at the election of Owner, either be retained as Owner's property or may be removed from the demised premises by Owner, at Tenant's expense.

Maintenance and Repairs: 4. Tenant shall, throughout the term of this lease, take good care of the demised premises and the fixtures and appurtenances therein. Tenant shall be responsible for all damage or injury to the demised premises or any other part of the building and the systems and equipment thereof, whether requiring structural or nonstructural repairs caused by, or resulting from, carelessness, omission, neglect or improper conduct of Tenant, Tenant's subtenant, agent, employees, invitees or licensees, or which arise out of any work, labor, service or equipment done for, or supplied to, Tenant or any subtenant, or arising out of the installation, use or operation of the property or equipment of Tenant or any subtenant. Tenant shall also repair all damage to the building and the demised premises caused by the moving of Tenant's fixtures, furniture and equipment. Tenant shall promptly make, at Tenant's expense, all repairs in and to the demised premises for which Tenant is responsible, using only the contractor for the trade or trades in question, selected from a list of contractors in the city and state of New York.

~~Repairs~~ Any other repairs in or to the building or the fixtures and systems thereof, for which Tenant is responsible, shall be performed by Owner at Tenant's expense. Owner shall maintain in good working order and repair the exterior and the structural portions of the building, including the structural portions of the demised premises, and the public portions of the building interior and the building plumbing, electrical, heating and ventilating systems (to the extent such systems presently exist) serving the demised premises. Tenant agrees to give prompt notice of any defective condition in the demised premises for which Owner may be responsible hereunder. There shall be no allowance to Tenant for diminution of rental value and no liability on the part of Owner by reason of inconvenience, annoyance or injury to business arising from Owner or others making repairs, alterations, additions or improvements in or to any portion of the building or the demised premises, or in and to the fixtures, appurtenances or equipment thereof. It is specifically agreed that Tenant shall not be entitled to any setoff or reduction of rent by reason of any failure of Owner to comply with the covenants of this or any other article of this lease. Tenant agrees that Tenant's sole remedy at law in such instance will be by way of an action for damages for breach of contract. The provisions of this Article 4 shall not apply in the case of fire or other casualty, which are dealt with in Article 9 hereof.

Window Cleaning: 5. Tenant will not clean nor require, permit, suffer or allow any window in the demised premises to be cleaned from the outside in violation of Section 202 of the Labor Law or any other applicable law, or of the Rules of the Board of Standards and Appeals, or of any other Board or body having or asserting jurisdiction.

Requirements of Law, Fire Insurance, Floor Loads: 6. Prior to the commencement of the lease term, if Tenant is then in possession, and at all times thereafter, Tenant, at Tenant's sole cost and expense, shall promptly comply with all present and future laws, orders and regulations of all state,

federal, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law, and all orders, rules and regulations of the New York Board of Fire Underwriters, Insurance Services Office, or any similar body which shall impose any violation, order or duty upon Owner or Tenant with respect to the demised premises, whether or not arising out of Tenant's use or manner of use thereof, (including Tenant's permitted use) or, with respect to the building if arising out of Tenant's use or manner of use of the demised premises or the building (including the use permitted under the lease). Nothing herein shall require Tenant to make structural repairs or alterations unless Tenant has, by its manner of use of the demised premises or method of operation therein, violated any such laws, ordinances, orders, rules, regulations or requirements with respect thereto. Tenant may, after securing Owner to Owner's satisfaction against all damages, interest, penalties and expenses, including, but not limited to, reasonable attorneys' fees, by cash deposit or by surety bond in an amount and in a company satisfactory to Owner, contest and appeal any such laws, ordinances, orders, rules, regulations or requirements provided same is done with all reasonable promptness and provided such appeal shall not subject Owner to prosecution for a criminal offense, or constitute a default under any lease or mortgage under which Owner may be obligated, or cause the demised premises or any part thereof to be condemned or vacated. Tenant

**IMPORTANT - PLEASE READ**  
**RULES AND REGULATIONS ATTACHED TO AND**  
**MADE A PART OF THIS LEASE**  
**IN ACCORDANCE WITH ARTICLE 3J.**

1. The sidewalks, entrances, driveways, passages, courts, elevators, vestibules, stairways, corridors or halls shall not be obstructed or encumbered by Tenant unused for any purpose other than for ingress or egress from the demised premises, and for delivery of merchandise and equipment in a prompt and efficient manner using elevators and passageways designated for such delivery by Owner. There shall not be used in any space, or in the public hall of the building, either by Tenant or by jobbers or others in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and side guards. If said premises are situated on the ground floor of the building, Tenant thereof shall further, at Tenant's expense, keep the sidewalk and curb in front of said premises clean and free from ice, snow, dirt and rubbish.
2. The water and wash closets and plumbing fixtures shall not be used for any purposes other than those for which they were designed or constructed, and no sweeping, rubbish, rags, acids or other substances shall be deposited therein, and the expense of any breakage, stoppage, or damage resulting from the violation of this rule shall be borne by the Tenant, whether or not caused by the Tenant, or its clerks, agents, employees or visitors.
3. No carpet, rug or other article shall be hung or shaken out of any window of the building and Tenant shall not sweep or throw, or permit to be swept or thrown, from the demised premises any dirt or other substances into any of the corridors or halls, elevators, or out of the doors or windows or stairways of the building, and Tenant shall not use, keep or permit to be used or kept, any tool or noxious gas or substance in the demised premises, or permit or suffer the demised premises to be occupied or used in a manner offensive or objectionable to Owner or other occupants of the building by reason of noise, odors, and/or vibrations, or interfere in any way with other tenants or those having business therein, nor shall any bicycles, vehicles, animals, fish, or birds be kept in or about the building. Smoking or carrying lighted cigars or cigarettes in the elevators of the building is prohibited.
4. No awnings or other projections shall be attached to the outside walls of the building without the prior written consent of Owner.
5. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by Tenant on any part of the outside of the demised premises or the building, or on the inside of the demised premises if the same is visible from the outside of the demised premises, without the prior written consent of Owner, except that the name of Tenant may appear on the entrance door of the demised premises. In the event of the violation of the foregoing by Tenant, Owner may remove same without any liability, and may charge the expense incurred by such removal to Tenant. Interior signs on doors and directory tablet shall be inscribed, painted or affixed for Tenant by Owner at the expense of Tenant, and shall be of a size, color and style acceptable to Owner.
6. Tenant shall not mark, paint, drill into, or in any way deface, any part of the demised premises or the building of which they form a part. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of Owner, and as Owner may direct. Tenant shall not lay linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor of the demised premises, and, if linoleum or other similar floor covering is desired to be used, an interlining of builder's cushioning felt shall be first affixed to the floor, by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited.
7. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or mechanism thereof. Tenant must, upon the termination of his tenancy, restore to Owner all keys of stores, offices and toilet rooms, either furnished to, or otherwise procured by, Tenant, and in the event of the loss of any keys, so furnished, Tenant shall pay to Owner the cost thereof.
8. Freight, furniture, business equipment, merchandise and bulky matter of any description shall be delivered to and removed from the demised premises only on

- the freight elevators and through the service entrances and corridors, and only during hours and in a manner approved by Owner. Owner reserves the right to inspect all freight to be brought into the building and to exclude from the building all freight which violates any of these Rules and Regulations of the lease, or which these Rules and Regulations are a part.
9. Canvassing, soliciting and peddling in the building is prohibited and Tenant shall cooperate to prevent the same.
10. Owner reserves the right to exclude from the building ~~any person who does not~~ present a pass to the building signed by Owner. Owner will furnish passes to persons for whom Tenant requests same in writing. Tenant shall be responsible for all persons for whom he requests such pass, and shall be liable to Owner for all acts of such persons. ~~Tenant shall not have a claim against Owner by reason of Owner excluding from the building any person who does not present such pass.~~
11. Owner shall have the right to prohibit any advertising by Tenant which in Owner's opinion, tends to impair the reputation of the building or its desirability as a building for offices, and upon written notice from Owner, Tenant shall refrain from or discontinue such advertising.
12. Tenant shall not bring or permit to be brought or kept in or on the demised premises, any inflammable, combustible, explosive, or hazardous fluid, material, chemical or substance, or cause or permit any odors of cooking or other processes, or any unusual or other objectionable odors, to permeate in, or emanate from, the demised premises.
13. If the building contains central air conditioning and ventilation, Tenant agrees to keep all windows closed at all times and to abide by all rules and regulations issued by Owner with respect to such services. If Tenant requires air conditioning or ventilation after the usual hours, Tenant shall give notice in writing to the building superintendent prior to 3:00 p.m. in the case of services required on weekdays, and prior to 3:00 p.m. on the day prior in case of other hours service required on weekends or on holidays. Tenant shall cooperate with Owner in obtaining maximum effectiveness of the cooling system by lowering and closing venetian blinds and/or drapes and curtains when the sun's rays fall directly on the windows of the demised premises.
14. Tenant shall not move any safe, heavy machinery, heavy equipment, bulky matter, or fixtures into or out of the building without Owner's prior written consent. If such safe, machinery, equipment, bulky matter or fixtures require special handling, all work in connection therewith shall comply with the Administrative Code of the City of New York and all other laws and regulations applicable thereto, and shall be done during such hours as Owner may designate.
15. Refuse and Trash. (1) Compliance by Tenant. Tenant covenants and agrees, at its sole cost and expense, to comply with all present and future laws, orders, and regulations, of all state, federal, municipal, and local governments, departments, commissions and boards regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash. Tenant shall sort and separate such waste products, garbage, refuse and trash into such categories as provided by law. Each separately sorted category of waste products, garbage, refuse and trash shall be placed in separate receptacles reasonably approved by Owner. Such separate receptacles may, at Owner's option, be removed from the demised premises in accordance with a collection schedule prescribed by law. Tenant shall remove, or cause to be removed by a contractor acceptable to Owner, at Owner's sole discretion, such items as Owner may expressly designate. (2) Owner's Rights in Event of Noncompliance. Owner has the option to refuse to collect or accept from Tenant waste products, garbage, refuse or trash (a) that is not separated and sorted as required by law or (b) which consists of such items as Owner may expressly designate for Tenant's removal, and to require Tenant to arrange for such collection at Tenant's sole cost and expense, utilizing a contractor satisfactory to Owner. Tenant shall pay all costs, expenses, fines, penalties, or damages that may be imposed on Owner or Tenant by reason of Tenant's failure to comply with the provisions of this Building Rule 15, and, at Tenant's sole cost and expense, shall indemnify, defend and hold Owner harmless (including reasonable legal fees and expenses) from and against any actions, claims and suits arising from such noncompliance, utilizing counsel reasonably satisfactory to Owner.

Address \_\_\_\_\_  
 Premises \_\_\_\_\_

TO

STANDARD FORM OF  
 Office  
 Lease

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Dated \_\_\_\_\_ in the year \_\_\_\_\_

Rent Per Year \_\_\_\_\_

Rent Per Month \_\_\_\_\_

Term  
 From \_\_\_\_\_  
 To \_\_\_\_\_

Drawn by \_\_\_\_\_

Checked by \_\_\_\_\_

Entered by \_\_\_\_\_

Approved by \_\_\_\_\_

Section 38.04. The payment of Fixed Minimum Rent and additional rent shall commence on the Commencement Date except Tenant shall pay the first month's installment on execution hereof.

## ARTICLE 39

### RENT

Section 39.01. Fixed Minimum Rent shall be at the following annual rates:

[REDACTED]

Section 39.02. All sums due and payable as Fixed Minimum Rent and additional rent shall, from and after twenty (20) days' written notice of non-payment given to Tenant after the due date, bear interest at 2% above the prime or reference rate publicly announced by Citibank NA (or any successor thereto) from time to time, or if there is no such rate announced then at the prime rate announced by the Federal Reserve, but in no event more than the highest legal rate of interest permitted to be charged to Tenant at the time and such interest shall be deemed to be additional rent due thirty (30) days after notice is given; provided, however, that no further interest shall be payable upon such interest.

## ARTICLE 40

### ALTERATIONS, FIXTURES

Section 40.01. Supplementing Article 3, all Alterations to which Landlord reasonably consents: (i) shall be done at Tenant's sole expense and at such times and in such manner as Landlord may from time to time reasonably designate, and (ii) shall comply with all Laws and Ordinances (including the Americans With Disabilities Act and state and local laws governing access by persons with disabilities) and (iii) shall not affect the exterior, or the appearance from outside, of the Building.

Section 40.02. Tenant agrees that it will not at any time, either directly or indirectly, in connection with Alterations or otherwise, use any contractors or labor or materials in the Premises if the use of such contractors or labor or materials would create any strike, stoppage, or picketing by other contractors or labor engaged by Tenant or Landlord or others in the construction, maintenance or operation of the Building, the Condominium, or any part thereof.

Section 40.03. If Tenant fails to comply with any provision of this Article or Article 3, Landlord, in addition to any other remedy herein provided may upon giving concurrent

8. No additional locks or bolts of any kind shall be placed upon any of the doors or windows in any tenant's premises, and no lock on any door therein shall be changed or altered in any respect except that Tenant may install a keypad. Duplicate keys for a tenant's premises and toilet rooms shall be procured only from the Landlord, which may make a reasonable charge therefor. Upon the termination of a tenant's lease, all keys to the tenant's premises and toilet rooms shall be delivered to the Landlord.

9. Each tenant shall, at its expense, provide artificial light in the premises to such tenant for Landlord's agents, contractors and employees while performing services and making repairs or alterations in said premises at the request of Landlord.

10. If the premises to any tenant become infested with vermin, such tenant, at its sole cost and expense, shall cause its premises to be exterminated, from time to time, to the satisfaction of Landlord, and shall employ such exterminators therefor as shall be reasonably approved by Landlord. Landlord reserves the right to require that the exterminator generally employed in the Building be employed, so long as its charges are reasonable.

11. Tenant shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry and which is allowed by law.

12. Machines and mechanical equipment of Tenant which cause noise, vibration or any other nuisance that may be transmitted to the structure or other portions of the Building or to the Premises, to such a degree as to be objectionable to Landlord or which interfere with the use or enjoyment by other tenants of their premises or the public portions of the Building, shall be placed and maintained by Tenant at Tenant's sole cost and expense, in settings of cork, rubber or spring type vibration eliminators sufficient to eliminate noise or vibration to the satisfaction of Landlord.

13. Tenant shall not move any safe, heavy equipment or bulky matter in or out of the Building without Landlord's written consent. If the movement of such items require special handling, Tenant agrees to employ only persons holding a Master Rigger's License to do said work, and all such work shall be done in full compliance with the Administrative Code of the City of New York and other municipal requirements. All such movements shall be made during hours which will least interfere with the normal operations of the Building, and all damage caused by such movement shall be promptly repaired by Tenant at Tenant's expense.