

NIGHTINGALE REALTY

**CONTRACTOR
RULES AND REGULATIONS**

**First National Bank Building
332 Minnesota Street
St. Paul, MN 55101**

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1. HOUSE RULES

1.1. ORGANIZATION

The following list contains the various departments and contact numbers with regard to construction and operations within the First National Bank Building.

1.1.1. BUILDING MANAGEMENT

Property Management is responsible for the maintenance and operation of the facility.

Management Office (651) 225-3666

Engineers (651) 225-3666

Security (651) 225-3655

Housekeeping

Day Crew Supervisor (651) 225-3661

Night Crew Supervisor (651) 225-3656

1.2. GENERAL

1.2.1. Your workers and mechanics must work in harmony, and not interfere with any labor employed by the Owner or Building Management, or mechanics or Contractors or by any other tenant or its Contractors. If, in the Owner or Building Management's judgment, such interference occurs, it will cause such labor to be removed from the building. Your work cannot incur any labor disharmony. If at Building Management's judgment, a state of disharmony exists, Building Management may cause such work to cease.

1.2.2. All work shall be performed in compliance with the rules of the building as to hours of availability of building elevators and the manner of handling materials, equipment, and debris to avoid conflict and interference with the operation of the building.

1.2.3. The passenger cars are for the use of tenant's and its invitees. All construction personnel must use a service car that will be designated prior to construction by Building Management.

- 1.2.4. All requirements for interruption of services (e.g., HVAC, water, fire systems, etc.) must be requested via the attached **REQUEST FOR SERVICE INTERRUPTION** form and approved/coordinated with Property Management, giving a minimum of 1-week prior notice. Form attached must be used.
- 1.2.5. Property Management reserves the right to immediately stop any work in the event that the Contractor or Subcontractors fail to comply with any of the House Rules or, if the work activity of the Contractor or Subcontractors may adversely affect the conduct of building business operations or is hazardous.
- 1.2.6. Work shall not commence until all Insurance Requirements have been met.

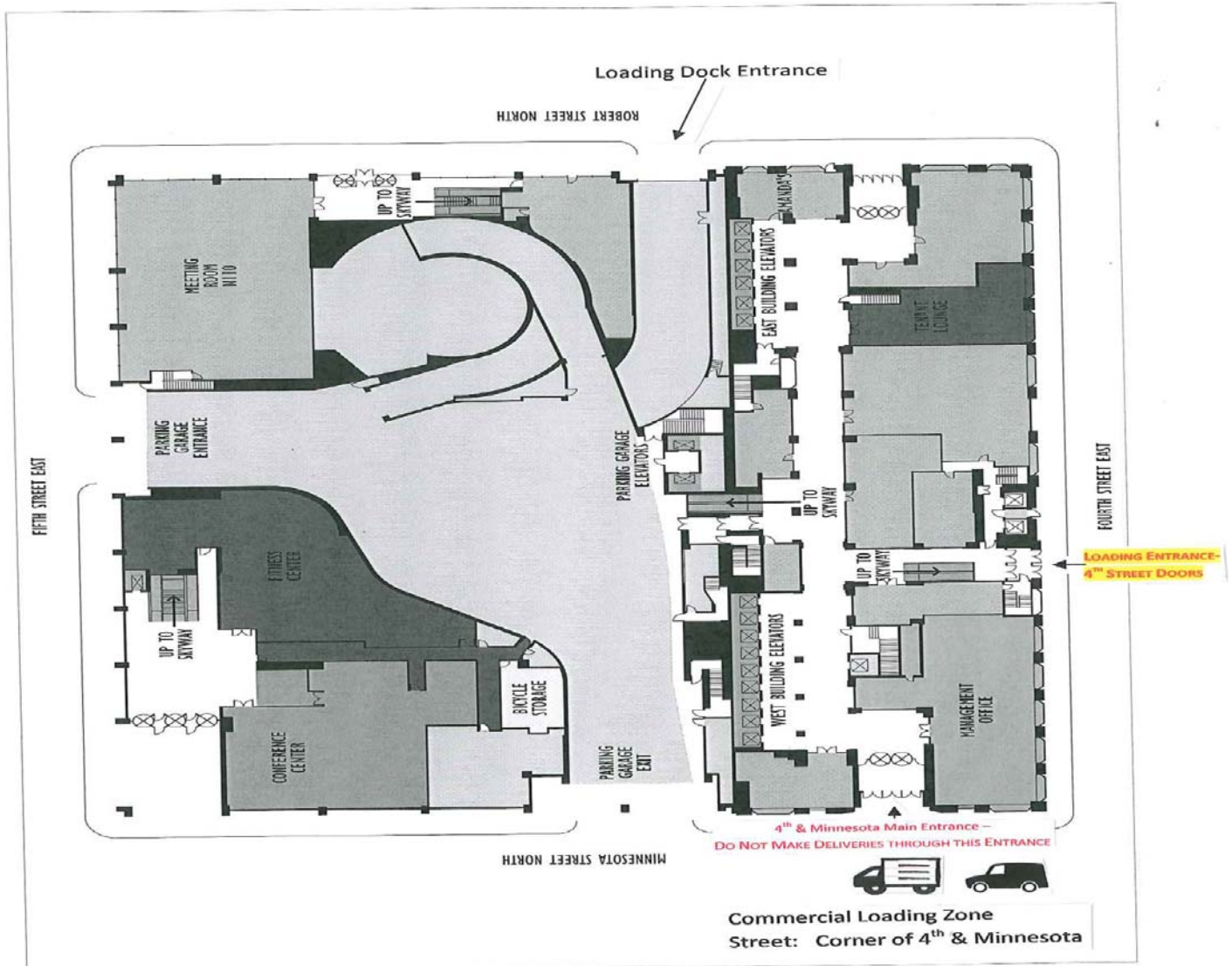
1.3. SECURITY

- 1.3.1. The Contractor is responsible for all keys or badges issued to the Contractor's employees. All keys or badges will be turned in at the place of issue or wherever designated by Building Management. The following rules always apply:
- 1.3.2. Notification of Loss - All recipients of keys and access cards must notify Building Management immediately of any lost keys and/or access cards assigned to them.
- 1.3.3. Duplication - Duplication of keys issued is prohibited and any duplicate keys must be acquired through Building Management only.
- 1.3.4. Sign in/out – Keys must be signed out at beginning of work shift and back in at the end of work shift at the security desk.
- 1.3.5. Misuse - Recipients must retain possession of the keys at all times while at work and not loan keys to other persons. Failure to comply could result in the removal of the employee from the building.
- 1.3.6. Keys can not be removed from Building. If leaving building for any reason (i.e. lunch break). Keys must be left with Security Guard.

- 1.3.7. No equipment or materials may be removed from the building without a Building Pass signed by an authorized individual; the pass must identify the serial number of any equipment to be removed from the building. Passes can be obtained from the Building Management Office.

1.4. DELIVERIES

- 1.4.1. All deliveries are to be made through the loading dock. Please request your vendor make any/all deliveries to the loading dock. If the delivery vehicle is taller than 12'6", the commercial loading zone street level is located on the corner of 4th and Minnesota. No deliveries are to be made through any main entrances of the building. The loading entrance is on 4th street in the middle of the block and not the 4th & Minnesota Street Doors.



- 1.4.2. Movement of material to and from the job site must be scheduled in advance with building management. An elevator operator must be arranged for with building management when delivering material, equipment, supplies, and furniture to floors either before or after normal business hours. Only those elevators designated by building management may be used for transport of construction material.

2. CONSTRUCTION GUIDELINES & SAFETY

- 2.1.1. No work can be scheduled until coordinated with Building Management.
- 2.1.2. Contractor must submit list of subcontractors and work scheduled prior to work commencement.
- 2.1.3. If Contractor is hired by tenant, building management has right to post job of non-responsibility for payment.
- 2.1.4. Work performed by contractor must conform to all codes and ordinances applicable to the building.
- 2.1.5. All public areas, exit stairs, and corridors must be kept clean and unobstructed at all times.
- 2.1.6. Construction debris must be disposed of daily at the contractor's expense in a dumpster provided by the contractor at the location and at times designated by building management.

- 2.1.7. All equipment used for mixing cement, plaster, floor grout or other similar hardening materials may be cleaned only on the loading dock where sand traps are available.
- 2.1.8. Toxic or inflammable chemicals must not be disposed of in plumbing fixtures or floor drains.
- 2.1.9. No welding or burning will take place without first filing a **HOT WORK PERMIT** (form attached) and scheduling a “fire watch” to be conducted by building employees for at least eight hours after the activity is completed.
- 2.1.10. Building standard millwork, hardware, ceiling tile, and light fixtures, which are to be removed during remodeling, shall be carefully removed and furnished to building management.
- 2.1.11. No gasoline, diesel, or propane fueled operated devices, i.e. concrete saws, coring machines, welding machines, etc. shall be permitted within the building premises. All work requiring such devices shall be by means of electrically operated substitutes.
- 2.1.12. Do not open floor or ceiling tiles until the Halon or Pre-action systems have been put into bypass. See Chief Engineer, Engineer of the shift, or Property Management.
- 2.1.13. The building does not loan tools, ladders, vacuums, or other building equipment. Contractors must provide their own equipment.
- 2.1.14. Clean conditions must be maintained.
- 2.1.15. All critical equipment must be protected from accidental contact with debris, personnel, and tools.
- 2.1.16. All injury or property damage, whether or not related to the construction work, must be promptly reported to building management.
- 2.1.17. The contractor and/or vendor are liable for any damage to the building or to tenant’s property. Building Management will look to the contractor and or tenant for recovery.
- 2.1.18. Equipment shutdowns are to be performed by **BUILDING PERSONNEL ONLY**.

2.1.19. UPS outlets are not to be used at anytime. Non-UPS outlets are provided for non-critical equipment. Check with building electricians to determine which outlets may be used.

2.2. PERMITS & APPROVALS

2.2.1. Contractors are responsible for filing all permits. All jobs are to be filed with the appropriate agencies.

2.2.2. All plans for remodeling work and/or revisions to mechanical and electrical systems must be reviewed and approved by Building Management prior to obtaining a building permit.

2.2.3. No contractor or Subcontractor may work in the building without prior authorization from Building Management. Such authorization should be arranged at least two (2) business days in advance. Contractor must submit the following information:

2.2.3.a. Name of Contractor.

2.2.3.a.1. Names of all staff or number of staff if names are not known.

2.2.3.a.2. Name of supervisor who will be on site at all times.

2.2.3.a.3. Times, dates, location (as exact as possible, including tenant suite number if applicable), and description of work.

2.2.3.a.4. Access to building systems if required (i.e.: sprinkler drain down, access to communication, electrical or security closets).

2.2.3.a.5. Name and emergency number of Project Manager responsible for the work.

- 2.2.4. Contractor request to work at First National Bank Building after regular business hours, weekends, holidays, etc. must be received by Building Management NO LATER THAN 11:30 A.M. on the day before the actual work is to be done. In case of Saturday/Sunday, work authorization must be received on Friday or the work will not be allowed to proceed.
- 2.2.5. Where Contractor's work involves an interruption of services, 48 hour notice is required, however, when Contractor's work involves critical systems [e.g., data centers, Uninterrupted Power System (UPS), Emergency Power System (EPS), etc.] or require a drain down, the Contractor should notify Building Management as soon as possible.
- 2.2.6. Construction activity must not interfere with the normal conduct of the building. In most cases, this means that construction work will have to be done outside of normal business hours. FNBB normal business hours are from 8:00am to 5:00pm
- 2.2.7. All chasing, chopping or drilling will be coordinated with Building Management and done before 7:00 AM or after 6:00 PM on business days or on Saturdays, Sundays or approved holidays. If any work being done interferes with any use of the premises, said work shall be stopped immediately on the advice of Building Management and completed only at the discretion of the Building Management.

2.3. FACILITY CONDUCT & MAINTENANCE

- 2.3.1. All outside personnel are expected to conduct themselves in accordance with building regulations. The Contractor shall be deemed responsible for all activities of his employees anywhere within the building. Further, the Contractor will immediately remove from the building any personnel the Owner or Agent requests.
- 2.3.2. The use of profane language and/or radios other than two way radios or cell phones used for on the job communications are forbidden.

- 2.3.3. A Contractor and or tenant who begin a job will be held responsible for the total completion of that job. An electrical project, for example, will not be considered complete until all removed carpet and ceiling tiles have been replaced and all site cleanup has been done. Any follow up work that has to be done will be back-charged to the Contractor and or tenant.
- 2.3.4. No storage or staging of equipment and/or materials is permitted without the prior permission of Building Management. Equipment and material improperly stored will be removed without notice to the Contractor. In no event are stairways, landings or loading docks to be used for storage and/or staging.
- 2.3.5. The Contractor and tenant are responsible for insuring that areas surrounding the construction area are kept clean, removed of any obstruction and safe at all times.
- 2.3.6. The Contractor is responsible for all housekeeping and cleaning on a daily basis (or more frequently, if needed). If the cleaning is not deemed adequate, Building Management may elect to provide same, and the contractor and or tenant will be back-charged for the costs thereof.
- 2.3.7. Construction debris must be removed from the building promptly, and must not be allowed to accumulate on the loading dock or at the truck entrance.
- 2.3.8. No debris or construction material may be placed in a public area of the Building without written consent from Building Management. If Contractor does not remove such material when requested, Building Management may take such action as required and charge Contractor and or tenant the costs thereof.
- 2.3.9. It is the Contractors responsibility to provide protective covering for all building finishes in the area of construction and any other areas where it may be required to protect such finishes from material deliveries or the work. Finishes shall include but not be limited to the following: carpeting, wood trim, metal trim, glass doors, and ceramic tiles, metal counter tops etc. Any damage to building finishes caused by the Contractor shall be repaired or replaced at the discretion of the Owner or its Managing Agent, at the expense of the Contractor and or tenant.

- 2.3.10. Contractor and or tenant shall repair any damage caused by construction work as directed by Building Management and/or its Architect or Project Management as to when and what manner such repairs are to be made. If Contractor fails to make such repairs in timely manner, Owner or its Managing Agent may carry out such repair work and charge Contractor and or tenant the costs thereof.

2.4. BUILDING SYSTEMS

- 2.4.1. Performance of work shall not prevent ready access to building systems, including but not limited to fire alarm equipment, plumbing/heating valves, and other tenant's installations.
- 2.4.2. Work done on Mechanical, Electrical Systems, and Telecom Closets will require standby coverage by operating personnel and this requires advance coordination with Building Management.
- 2.4.3. Any approved work to be done on a fire system (e.g., sprinkler, halon, Class E, etc.) must first be coordinated with the Building Engineers, each day, before the work activity commences.
- 2.4.4. Any work to be done in an area in which smoke or heat detection devices are contained must first be coordinated with the Building Engineers, each day, before the work activity commences.
- 2.4.5. Temporary light and power will be provided by the Contractor where deemed necessary, subject to the prior approval of Building Management. All such temporary power and light will be removed as soon as deemed practical and all finishes restored to pristine condition.

2.5. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, NG 332 Minnesota St, LLC, and its subsidiaries, and Agents (Nightingale Realty LLC as managing Agent) hereby known as the Owner, and employees of any of them against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work. Provided that such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to destruction of tangible property (other than the work itself) including loss of use resulting there from, but only to the extent caused by the sole negligent acts or omissions of the Contractor, or anyone employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

2.6. INSURANCE

The Contractor shall maintain insurance with a company or companies licensed to do business in the State of Minnesota and have coverage in the following minimum amounts:

- 2.6.1. Workers Compensation in statutory limits applicable in the jurisdiction in which the work is being performed, and Employers Liability in an amount not less than \$1,000,000.00
- 2.6.2. Comprehensive General Liability in an amount not less than \$1,000,000.00 combined single limit for bodily injury (including death resulting therefrom) and property damage. The form will include coverage for Blanket Contractual Liability, Broad Form Property Damage, and Broad Form General Liability endorsement, as well as Products and Completed Operations. Owner will maintain the latter for at least two years subsequent to completion and acceptance. The hazards of explosion, collapse, and underground mishaps may not be excluded.
- 2.6.3. Comprehensive Automobile Liability in an amount not less than \$1,000,000.00 combined single limit per accident covering all owned, non-owned, and/or hired vehicles.

- 2.6.4. Fidelity Bond coverage on a blanket basis covering Contractor and all those of its employees who have access to or are responsible for the handling of Agent's or Owner's funds, in an amount as Agent or Owner shall reasonably request, having such deductible as shall be determined from time to time by Agent or Owner, and naming Owner as a loss payee;
- 2.6.5. Non-occupational and Disability Insurance, if required by the State where the Property is located;
- 2.6.6. In the event that Contractor is to park motor vehicles as part of the Services herein, Garage Keepers Legal Liability Insurance in an amount of not less than \$1,000,000, which insurance may be subject to a deductible provision not to exceed \$250 per occurrence;
- 2.6.7. In the event Contractor is to operate a parking garage as part of the Services herein, Garage Liability Insurance in an amount of not less than \$1,000,000 combined single limit; and
- 2.6.8. Excess Liability Insurance in the minimum amount of \$5,000,000 combined single limit covering both Bodily Injury and Property Damage, unless other accommodations has been made with Building Management.
- 2.6.9. Certificates of insurance evidencing the above coverage will be provided no later than ten days prior to commencement of the work. In addition, the certificate must provide at least 30 days notice of cancellation or material change. See attached example.
- 2.6.10. Certificates of insurance will list as additional insured in the description of operations:

NG 332 Minnesota St, LLC and Nightingale Realty, Agent.
- 2.6.11. The certificate holder shall be NG 332 Minnesota St, LLC, c/o Nightingale Realty LLC, 1430 Broadway Suite 1605, New York, NY, 10018.

2.7. MECHANIC LIEN

All contractors agree that they will protect, indemnify, and hold 332 Minnesota St, LLC and Nightingale Realty LLC (Agent) harmless from all mechanics' liens claimed by employees, contractors, subcontractors and material-men.

Further, all contractors agree that, upon request by Owner and/or Agent they will forthwith provide to Owner and/or Agent the following:

- 2.7.1. An Indemnity Agreement, in form and content approved by NG 332 Minnesota St, LLC – Owner, and Nightingale Realty LLC, Agent which will protect, indemnify and hold Owner and Agent harmless from all mechanic's liens claimed or filed by employees, contractors, subcontractors and material-men.
- 2.7.2. A list of all subcontractors and material-men who have contributed labor or material to the improvement.
- 2.7.3. Unconditional mechanic's lien waivers for any and all labor or material contributed to the improvement, signed by the contractor, and all contractors, subcontractors and material-men who have contributed labor or material to the improvement, or alternatively, an unconditional mechanic's lien waiver signed by the contractor together with proof reasonably satisfactory to Owner and/or Agent that all said subcontractors and material-men have either been paid or that suitable arrangements for payment have been made by the contractor.

2.8. FIRE SAFETY RULES

- 2.8.1. For all above ceiling work requiring the shutdown of fire alarm system and drain-down of sprinkler system, the Contractor is required to perform a fire watch.
- 2.8.2. No fire systems (e.g., sprinklers, standpipe, halon, smoke/heat detectors, manual pull stations, or the like) are to be removed, installed, or altered without the prior approval of Building Management.
- 2.8.3. The Contractor is responsible for being knowledgeable of all applicable code requirements and for strict compliance with it.
- 2.8.4. A qualified Fire Watch must be provided by the Contractor whenever a fire protection system is taken off line for work to be performed. UNDER NO CIRCUMSTANCES, WILL A

FLOOR OR AREA BE LEFT WITHOUT ADEQUATE FIRE PROTECTION.

- 2.8.5. The Contractor shall be advised that all fire protection systems must be re-commissioned at the end of each working shift by the shift engineers or Building Management personnel. The Contractor at the beginning and end of his/her work MUST contact Building Management prior to the work being performed and completed in order to coordinate these activities. SHUTDOWN FORMS ONLY SERVE TO NOTIFY THE BUILDING OF FIRE-SAFETY RELATED WORK IN ADVANCE. THEY ARE NOT A SUBSTITUTE FOR ACTUAL ON-SITE NOTIFICATIONS TO THE BUILDING ENGINEERS, AND SECURITY.
- 2.8.6. Burning/Welding operations:
 - 2.8.6.a. Notice of a minimum of 2 business days to Building Management.
 - 2.8.6.b. Adequate protection must be provided to protect surrounding areas.
 - 2.8.6.c. Contractor must remove all combustibles from the area.
 - 2.8.6.d. The Contractor AND the approved Fire Watch must have an appropriate fire extinguisher on hand while performing any burning.
- 2.8.7. All cracks or openings in floors will be safely covered or sealed.
- 2.8.8. No work activity will commence until the area is examined by the Building Engineers.
- 2.8.9. Where slab penetrations are made, the Contractor will install temporary fire safing (safing material to be specified by Building Management) at the end of each workday.

- 2.8.10. All liquid or gaseous flammable materials must be stored in sealed containers. A fire extinguisher of OSHA approved type (10lb. 2A ABC or equal) must be located within 10 feet of any storage area of flammable materials. In case of dispute as to storage, Building Management will have final determination as to permission to store such materials.
- 2.8.11. CONTRACTORS AND SUB-CONTRACTORS ARE PROHIBITED FROM SMOKING IN FIRST NATIONAL BANK BUILDING. VIOLATORS WILL BE REQUIRED TO LEAVE THE PREMISES.
- 2.8.12. Fire exits are to be free of blockages at all times.
- 2.8.13. In the event of a fire:
- 2.8.13.a. Use the manual pull station to transmit a fire alarm; or, use a telephone to call x3655 – 24 hour security.
- 2.8.14. All Contractors shall IMMEDIATELY act on the direction of the Owner's security director regarding all fire safety related issues.

3. SPECIFICATIONS

3.1. PLUMBING SPECIFICATIONS

- 3.1.1. All faucets and flushometer brands shall be approved by Building Management.
- 3.1.2. All new hot and cold water lines shall originate on the same floor from the nearest wet column with proper access for maintenance. If attached to dissimilar metal, a corrosion inhibitor is to be provided.
- 3.1.3. Machines (including soft drink, coffee, vending, icemakers, refrigerators, and dishwashers) with supply lines shall be connected with copper tubing using compression or flare connections and equipped with a shut off valve. No tap-in plastic tubing or hoses are allowed.
- 3.1.4. Before any pipes that run from floor to floor are removed, the remaining portions of the pipe, if any, shall have riser clamps installed on the floor above and below. Pipes shall be cut only with the use of a saw.

- 3.1.5. Insulate all water supply lines.
- 3.1.6. Waste lines shall be properly pitched to prevent “trapped” water. Install waste line connections with long term or 45° “Y” fittings.
- 3.1.7. Retain existing clean out connections and provide clean out connections at new fittings.
- 3.1.8. When connecting new hot and cold water lines to existing risers, Contractors shall leave a plugged valve outlet for each, for future use.
- 3.1.9. All new hot and cold water lines and attendant fittings must be properly insulated and covered.
- 3.1.10. Individual shut-off valves must be supplied and installed for each new fixture including water coolers.
- 3.1.11. No hazardous acids, chemicals or cementations products will be disposed of in any sink, toilet, slop sink or floor drain.
- 3.1.12. All water shutdowns are to be coordinated through the Building Management. All water shutdowns are to be performed or supervised by building personnel, at discretion of the Building Management.
- 3.1.13. Any wet columns used should be provided with a 24” x 24” steel surface mounted access door.

3.2. HVAC SPECIFICATIONS

- 3.2.1. Air balancing to be accomplished by an independent air testing Contractor and coordinated with Building Management. A copy of the air balancing report is to be submitted to Building Management.
- 3.2.2. All control valves, thermostats, and VAV boxes shall conform to building standards.
- 3.2.3. All duct work, whether new or existing, passing through fire-rated walls shall have fire dampers (and smoke dampers if required) with access doors furnished and installed by HVAC Contractor.

- 3.2.4. Piping which penetrates demising walls will be installed with an appropriate size sleeve, which must be installed properly with fire resistant material.
- 3.2.5. Vibration eliminators are to be installed on all HVAC equipment. Installation is subject to Owners review and approval
- 3.2.6. Ductwork is to be of metal except for a 24" length of flex duct between the metal duct and a diffuser.
- 3.2.7. Calculated duct sizes and CFM to be clearly indicated on plans.
- 3.2.8. All main and branch ducts will have dampers and all diffuser runs will have a separate damper for balancing each diffuser.
- 3.2.9. No partial variable air volume systems will be approved unless the entire fan system serving the affected area is modified to a variable air volume system.
- 3.2.10. Contractors will not adjust any manual dampers from the main header ducts running from floor to floor on supply and return ducts.
- 3.2.11. Location of all HVAC equipment, including, but not limited to condensing equipment, ductwork, and AC units, is to be approved by Building Management.
- 3.2.12. All supply ducts are to be insulated as per A.S.H.R.E. standards.
- 3.2.13. All HVAC units are to be thoroughly cleaned and filters changed on all perimeter radiation units upon completion of job and inspected by the Building Chief Engineer.
- 3.2.14. Supplemental AC electrical load, if any, not to exceed electrical limitations and as approved by Building Management.
- 3.2.15. Mechanical rooms are to be adequately heated to prevent freeze ups.
- 3.2.16. All water-cooled units are to have balancing valves.

- 3.2.17. Performance of the work shall not prevent ready access to building systems, including but not limited to fire alarm equipment, plumbing/heating valves, and other tenant's installations.

3.3. ELECTRICAL SPECIFICATIONS

Raceways and Fittings

- 3.3.1. Electrical metallic tubing (EMT) shall be the only approved raceway unless Building Engineering approves other raceways.
- 3.3.2. All connectors and couplings are to be steel, not cast.

Building Wire

- 3.3.3. All conductors shall be rated THHN/THWN and shall be stranded. Minimum size to be #12 except for control wiring.
- 3.3.4. Aluminum conductors shall not be permitted.

Safety Switches – Panel boards

- 3.3.5. All 250V or 600V disconnects shall be heavy duty, quick-make, quick-break.
- 3.3.6. Fusible switches shall accept cartridge fuses only.
- 3.3.7. Shall have positive type interlocked door.
- 3.3.8. Nema 1 in dry locations and Nema 3R in wet locations.
- 3.3.9. Shall be manufactured by Square D or alternate approved by Building Engineering.
- 3.3.10. Panel boards shall be dead front, circuit breaker type. Bus bars shall be copper.
- 3.3.11. Circuit breakers shall be quick-make, quick-break, trip indicating. Multiple breakers shall be common trip. Main breakers shall be individually mounted. Branch mounted main breakers will not be allowed.

3.3.12. Panels shall be Square D NQOD for 120/208 V 3 phase 4W and NF for 277/480V 3 phase 4W.

3.3.13. All breakers used in panels shall be bolt-on type.

Motor Control Centers

3.3.14. All motor control centers shall be manufactured by Square D.

3.3.15. Individual motor starter's relays, pushbuttons, etc. shall be Square D or Allen Bradley.

Fluorescent Fixtures

3.3.16. Frameless type lay-in fixtures will not be allowed.

3.3.17. All fluorescent fixtures shall be T8 electronic ballasts.

3.3.18. Building standard office lighting shall be 18 cell parabolic lens lay in fixtures.

Devices

3.3.19. Switches shall be side and back wired, rated 20A, Hubbell spec grade.

3.3.20. Duplex receptacle shall be side and back wired, rated 15A, Hubbell spec grade.

3.3.21. All cable and low voltage wires not installed inside metal conduit, Greenfield or Raceways shall be Teflon coated as per the National Electric Code.

4. CABLING

4.1. INSTALLATION PROCEDURES

4.1.1. Cable installers must notify building management, and receive approval on planned installation route for all new cabling, prior to commencement of work. *See 2.2 Permits and Approvals.*

4.1.2. All cabling being installed in building risers and shafts must have the CMR rating designating cables as having

insulation and jacketing designed to prevent the spread of fire.

- 4.1.3. All cabling being installed in plenums and ducts must be rated CMP with flame-spread resistant and low-smoke, low-toxin producing properties.
- 4.1.4. All cabling must conform to the 2002 or later version of the National Electric Code.
- 4.1.5. All cabling must be secured to the deck above and not on mechanical equipment, light fixtures, sprinkler lines etc, and may not rest on ceiling tile or grid.
- 4.1.6. All newly installed cables must be tagged, at both ends. Tags must contain the suite number which cables serve and date cables were installed.
- 4.1.7. Cable installers should bring to building management's attention any existing, abandoned, and un-tagged cabling found during their work.

5. ASBESTOS

5.1. PROTECTION PROCEDURES

- 5.1.1. Only personnel who have been specifically trained and authorized to do such work should do any maintenance, renovation, or cleaning activity that has the potential for disturbing asbestos-containing products. If the presence of asbestos-containing materials in the immediate work area is suspected, any work in process must stop and building management must be notified immediately.
- 5.1.2. Any incidents involving damage to or significant changes in the condition of, asbestos-containing products should be reported immediately to building management. For example, a leak in a water pipe that can damage an asbestos-containing product should be reported immediately.
- 5.1.3. Do not try to sweep it up or otherwise disturb it. Disturbing the material in this fashion may have the effect of further spreading the asbestos fibers and/or making them airborne. ONLY trained personnel, according to approved procedures, should clean up the disturbed asbestos-containing material.



HOT WORK PERMIT

Contractor shall complete the following details and return to Building Management 24 hours prior to request time.
No work shall be done if automatic sprinkler protection is out of service.

Nightingale Realty LLC
332 Minnesota St. Suite W120
Phone: (651) 225-3666 Fax: (651) 222-4158

Date of Request: _____

Requested by: _____

Phone: _____

Company: _____

Floor: _____

Suite: _____

Tenant: _____

Description of work: _____

Areas to be disabled: _____

Contractor Agreement

Contractor agrees to examine the work area prior to work and take the necessary precautions as outlined on the back of this permit to prevent accidental fire.

Signed: _____
Contractor Signature

Company: _____

Time started: _____

Time completed: _____

Final Check Up

Work area and all adjacent areas to which sparks and heat might have spread (including floors above and below and on opposite sides of walls) were inspected thirty (30) minutes after the work was completed and were found fire safe.

Signed: _____
Contractor Signature

Signed: _____
Nightingale Realty Representative

Security Monitor

Hot work area is to be monitored by Building Security Guard hourly for four (4) hours after work is completed.

Time inspected: _____ By: _____
Security Guard

Time inspected: _____ By: _____
Security Guard

Time inspected: _____ By: _____
Security Guard

Time inspected: _____ By: _____
Security Guard

THIS PERMIT MUST BE POSTED IN WORK AREA

This permit must be returned upon completion of work to Building Security.

Security Desk – (651) 225-3655

Copies to: Building Mgmt. _____ / Security: _____ / Engineering: _____ / Day Crew: _____

REQUEST FOR SERVICE INTERRUPTION

Contractor shall complete the following details and return to Building Management 24 hours prior to request time.

Nightingale Realty LLC
First National Bank Building
332 Minnesota St. Suite W120
Phone: (651) 225-3666 Fax: (651) 222-4158

Date Requested: _____

Requested by: _____
Company: _____

Phone: _____

Location: _____

Requested Service Shutdown:

- Fire Protection
- Electrical
- Domestic Water
- Waste
- Ventilation
- Security system
- HVAC
- Other (please specify)

Date of shutdown: _____

Start and Stop Time: _____ / _____

Areas affected by interruption: _____

Other Considerations Requiring Owner Action: _____

The following Temporary Systems will be needed: _____

Approved by: _____
(Name/Title)

Date: _____

- Approved as Proposed
- Approved with these Additional requirements: _____

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Vendor or Tenant Name & Address Here	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	X	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
DISEASE - POLICY LIMIT	\$													

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Your Name & Address
 Additional Insured: NG 332 Minnesota Street, LLC, 1430 Broadway Suite 1605, New York, NY 10018
 & Nightingale Realty, LLC

CERTIFICATE HOLDER NG 332 Minnesota St., LLC c/o Nightingale Realty LLC 1430 Broadway Suite 1605 New York, NY 10018	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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