

Spears Building Contractor Agreement

525 West 22nd Street, NY, NY 10012

This document outlines an Agreement between The Spears Building Condominium Association and the undersigned Contractor. The undersigned Contractor, by his signature agrees that his firm and its subcontractors will be responsible for maintaining the rules in this document.

Rules for contractors doing work in the building

All contractors shall recognize that the Building is a fully operational, first class condominium apartment building and shall, at all times, take all reasonable measures to minimize disruption of and interference with the quality of life in the Building.

The Contractor shall cause all laborers, material men, suppliers and other employees or agents of the Contractor to enter the Building only at such times as their presence is required for the performance of the Work and shall cause all such persons to promptly leave the Building upon the completion of their work therein. The Contractor shall cause no laborer or material man to enter the Building prior to the commencement of the day's work, and to work Mondays through Fridays (excluding holidays) during the work hours permitted by the Building.

No laborer or material man shall visit any portion of the Building other than those where his presence is immediately required in the performance of the Work. The Contractor further agrees to cause all such laborers, material men, suppliers, employees and agents to comply at all times with all Building rules and regulations.

Inspections to ensure that the work is in compliance with specifications shall be performed periodically by the Building's architect and superintendent. Inspection by the Building's architect will be charged to the Unit Owner. In the event work performed is found to be unacceptable, the building may issue a stop order directing that all work cease immediately. The Unit Owner and their representatives agree to immediately comply with all such stop orders and acknowledge that permission to perform the alteration work was contingent upon these rules and the Alteration Agreement. Any damage to the interior or exterior of any building component (including damage from water infiltration on interior) that is caused by a Unit Owner or his Contractor or as a result of the Unit Owner's work will be repaired at the Unit Owner's expense.

General Rules

1. There must be a designated foreman in the apartment at all times with whom the superintendent can discuss any work issues. In addition, the superintendent should be given the beeper number and/or cellular telephone number for the contractor and designated foremen should there be an urgent reason to reach them.
2. All contractors shall provide a list of personnel, including a list of personal for all subcontractors and suppliers personnel to be present in the building and list shall be updated when and if personnel are changed.
3. Work must be confined to the apartment being altered and must not create dust, dirt or any other type of nuisance to other apartments or common areas.
4. Entrance doors to the apartment being altered and the apartment's ventilation registers must be sealed to prevent dust, etc., from entering elevator/service halls, foyers and other apartments.

5. During construction, all openings, registers, etc., within the apartment connected to the Building's ventilation system are to be covered and all other necessary measures employed to prevent fumes and odors from escaping the apartment and entering other areas of the building.
6. The building's shafts and ductwork are not to be penetrated nor are they to be used for the routing of conduit, BX, or other lines.
7. Movement of materials or supplies within the buildings in quantities or dimensions so as to impose hazards on common area finishes is prohibited. Divide large or heavy loads into smaller units to permit ease of transport and maneuverability in confined spaces.
8. Boom boxes, radios, etc. are not to be played at a volume that they can be heard in other units. Volume of such items loud enough to be heard over the noise of saws, hammers, etc. is clearly unacceptable.
9. The use of hoists and hoisting equipment is not permitted without the express written approval of the Board. Such application for permission shall be granted only to a licensed, bonded and insured contractor who evidences same.
10. Contractors shall not perform any Work in the common areas such as hallways or stairwells. This includes such items as painting, sawing, hammering, cutting, and drilling.
11. All stair egress fire doors shall be kept clear of rubbish and shall not be kept or held in the "open" position.
12. Common areas shall be kept free from accumulation of debris and trash related to the Unit Owner's Work.
13. Common area hallways soiled by dust or dirt due to Work related to the Unit, shall be left in a neat, clean, safe, and fully serviceable condition at the end of each day's work.
14. Any contractors or sub-contractors working on behalf of the Unit Owner will take all precautions to prevent dirt and dust from permeating other parts of the building during the full duration of the work.
15. All contractors will cover the hallway on the floor of the Building with masonite to protect the floor.
16. Materials, rubble and rubbish will be placed in barrels, bags or mini-carts before being taken out of the unit. At no time may any debris be "stored" in any common area of the Condominium.
17. If the Unit Owner fails to comply with the above, the Condominium will do so at the expense of the Owner.
18. Unit Owner's Contractors shall provide their own cleaning materials.
19. Refuse removal times must be approved by the superintendent. No refuse may be left in the halls, basement or sidewalks.

20. The superintendent has the authority to order work suspended, in part or entirely, if he has reason to believe that any aspect of work being done is unauthorized or unsafe, or if he believes that there is a failure to cooperate with house work rules. The suspension shall continue until all responsible parties can agree to an acceptable solution.

21. The Unit Owner and their contractors are responsible for daily cleaning and maintenance of all common areas affected by their alteration work, and for the removal of all rubbish and construction debris.

22. Whenever it becomes necessary for the house staff to perform cleanup work or dispose of trash in connection with an Alteration, the Unit Owner will be charged for the Building staff's time and any other costs incurred including, but not limited to, costs of private carting.

23. During the course of all alterations, the Unit Owner will ensure that their contractor maintains a fully charged, properly sized ABC fire extinguisher within the apartment.

24. The Unit Owner will maintain toilet facilities for all construction personnel and persons connected with the alterations. When all toilet facilities are scheduled for replacement, the work must be scheduled in a manner that will provide adequate toilet facilities at all times.

25. The Building's intercom system is interconnected. Disconnecting or attempting to modify an individual unit may interrupt service to other apartments. The building's intercom contractor must be used for all intercom work and should be consulted in regard to upgrading apartment units.

26. The Building reserves the right to prohibit/restrict the use of hazardous and toxic types of materials. Qualified supervision and adequate ventilation must be provided at all times during the use or storage of these types of materials.

27. Contractors must use wheeled conveyances to transport materials in common areas of the buildings. Contractors may not drag containers across common area floor surfaces.

In signing this Agreement the undersigned contractor commit to comply with the above rules and to enforce these rules with any of its subcontractors or suppliers. The contractor also understand that noncompliance may lead to being refused access to the Spears Building until such date that the problem is resolved in a scheduled meeting with the Property Manager and/or Superintendent.

Contractor/Company:

Name

Signature:

Date: