



ONE

MARINA PARK DRIVE

Vendor/Contractor Rules and Regulations

Revised: January 2020

CBRE | New England



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INTRODUCTION

ONE Marina Park Drive (“OMPD”) maintains specific rules and regulations that apply to all tenants and contractors performing work or services at the building for our tenants or for the building owner. The construction work procedures for One Marina Park Drive (“OMPD”) are designed to provide efficient scheduling of work while protecting other tenants from unnecessary noise and inconvenience. This document explains these Rules & Regulations and has been prepared in keeping with the standard lease form for OMPD. Remember, your conduct is a reflection on you and your company and can affect future opportunities and assignments at Fan Pier, if determined to be a problem by the Landlord and its Agent. Poor conduct will not be tolerated. Please keep in mind that ONE Marina Park Drive and Fan Pier (the Project) is a Class A, state of the art, high end use asset. Any and all activities at the property are intended to be performed and to comply with such expectations; your cooperation is greatly appreciated and expected.

Please review this document carefully before design and construction begins. It contains detailed information to assist you in the planning of your construction project.

1. DEFINITIONS

These Tenant Construction Rules & Procedures shall serve as the provisions under which permission will be granted to perform design and/or construction work at OMPD as a USGBC Gold Building EB O+M Certified. All Contractors granted permission to work at OMPD shall adhere to the following Tenant Construction Rules & Regulations. The Landlord and/or Building Manager reserve the right to require any Contractor to cease all work in the event of a violation of any of these provisions.

<u>Building:</u>	ONE Marina Park Drive ("OMPD")
<u>Landlord:</u> ¹	CLPF One Marina Park Drive, LLC.
<u>Building Manager:</u>	CBRE or such other manager as Landlord may designate from time to time.
<u>Building Management Team:</u>	The on-site building management personnel, including the Building manager, Building engineer, and security personnel.
<u>Building Standards:</u>	Office Tenant Interior Standards (OTIS 2009) at Fan Pier, as amended by Landlord from time to time.
<u>Consultants:</u>	Any architectural, engineering, or design consultant engaged in connection with work at Fan Pier.
<u>Contractor:</u>	Any prime contractor engaged for the performance of any Work, and any subcontractor, employed by any such contractor.
<u>Plans:</u>	All plans, including but not limited to architectural, structural, mechanical, electrical and plumbing construction drawings and specifications required for the proper construction of Work.
<u>Regular Construction Hours:</u>	Monday through Friday, 7:00 a.m. through 6:00 p.m., excluding holidays. Contractor responsible for cost for security working outside Regular Construction Hours.
<u>Tenant:</u>	Any person occupying the Building pursuant to a lease.
<u>Work:</u>	Any alternations, improvements, additions, repairs or installations in the Building performed by a Contractor.
<u>Tradesperson:</u>	Any employee (including, without limitation, any mechanic, laborer, or tradesperson) employed by a Contractor performing work.

¹ Wherever in these Tenant Construction Rules & Procedures a specified submission is to be made to, or action is to be taken by, Landlord, Landlord may designate that such submission be made to, or action by taken by, Building Manager.

2. PRIOR TO THE COMMENCEMENT OF ANY WORK

There will be absolutely no work or service performed in the building until the following mandatory requirements are met:

- a. A valid certificate of liability insurance for the contactor must be on file in the management office. The certificate must list the building ownership entities and the CB Richard Ellis, as additional insured.
- b. All work and any contactor and subcontractors must be pre-approved by building management.
- c. Each worker, whether employed by the contactor or a by a subcontractor, must possess a comprehensive understanding of building life safety procedures.
- d. The Tenant and Contractor have received and reviewed this Vendor/Contractor Rules and Regulations policy dated January 1, 2020 and acknowledged it.

Fees for Services:

Contractor should account for expenses when pricing out a given project that will create an additional cost burden upon the property to help facilitate such construction activities. These additional expenses shall be born financially upon the Vendor/Contractor/Tenant as Tenant Work and be charged back to the Tenant. In addition, such requests need to be scheduled with 48 hour notice. A schedule of Bill Rate is attached as Exhibit A. Examples are but not limited to:

- a. Freight elevator usage after hours.
- b. Fire Alarm System plug outs.
- c. Sprinkler/life safety shutdowns.
- d. HVAC or electrical shutdowns.
- e. Major deliveries.
- f. A required or requested maintenance presence or response by the Landlord (potential 4-hour minimum).
- g. Security details (potential 4-hour minimum for access to other tenant's space and/or freight elevator details).
- h. Any work/activity not noted above or performed during non-business hours.
- i. Emergency Responses (potential 4-hour minimum).
- j. Overtime HVAC use.

3. GENERAL REQUIREMENTS

1. Contactor should contact the Building Manager as the first step. The Building Manager and management team will assist you in completing your project.
2. Incorporate all of the provisions of this document into all of your agreements and subcontracts. You will need written approval from Landlord before contracting any work at OMPD.
3. At least four weeks before construction, please provide four (4) sets of stamped plans and specifications and a .PDF or CD version to the Landlord for approval. The Landlord must also approve your list of contractors, subcontractors and any firms intending to perform work at OMPD.
4. At least two weeks before construction, submit to the Landlord: detailed schedules; addresses and telephone numbers of supervisors and subcontractors; copies of permits; copy of the demolition permit(if applicable); copy of Long-Form or Fast-Track Application to Building Department; proof of current insurance having sufficient limits and with correct additional insured's listed; Payment, Performance, and Lien bonds; and notice of any contractor's involvement in any labor disputes.
5. It is required that any noisy, disruptive, odor and dust producing work, as well as the delivery of construction materials, will only occur outside of normal business hours on weekdays or as agreed to by the Landlord in advance.
6. Normal business hours are 8:00am to 6:00pm Monday – Friday and 8:00am to 1:00pm on Saturday's. The following work must be done on overtime, not during normal business hours.
 - a. Demolition above and below occupied space or which may cause disruption to other tenants in the building.
 - b. Coring of any kind, as well as chipping or hammer drilling.
 - c. Oil based or "Polymyx" painting on occupied multi-tenant floors.
 - d. Any work outside of the project site.
 - e. Gluing of carpet on multi-tenant floors.
 - f. Shooting of studs or drilling into the deck for mechanical fastening devises under or above occupied floors.
 - g. Testing of fire life safety systems and sprinkler tie-ins.
 - h. Deliveries requiring the use of the loading dock in excess of 20 minutes.
 - i. Window Loading or use of the "Private Ways" at Fan Pier (Bond Drive, Marina Park Drive and Fan Pier Boulevard).
 - j. Any other activity which may cause disruption to tenants in the building.
7. All contractors are expected to maintain safe and orderly conditions and labor harmony, and to handle/dispose of any hazardous materials properly. The Building Management Team may stop any work that does not meet the conditions outlined in this document.

8. Before occupying the completed space, submit the final certificate of occupancy and any other approvals to the Building Manager. Also required is an air balancing report signed by a professional engineer and an "as-built" set of drawings showing all of the Work in full detail, together with a CD containing the as-built drawings in electronic form.
9. Should any glass windows require removal, contact the CBRE management to confirm which vendor will complete the work.
10. Contractor signs are "NOT" permitted on the jobsite.
11. Contractor/Vendor is responsible for providing temporary utility meters during construction. Contractor also responsible for all utility consumption expenses during construction. Once installed, Contractor will provide the meter number and information to the building manager immediately for tracking, including authorization to obtain usage information from the utility company, if/when applicable.
12. OMPD has Johnson Controls as the base building ATC system. It is the Contractors responsibility to ensure that whatever ATC system is proposed and installed is compatible with the OMPD Base Building system. The General Contractor is responsible for coordinating Johnson Controls to program boxes and front end.
13. It is Contractor's responsibility to empty and refill the fire protection system including and coordinate with the Building Manager for the proper disarming of the Building Fire Alarm System at any time for the area under construction. Contractors must use Signet (or the current building service provider) to program the fire alarm system and provide an updated points list during close out.
14. The Contractor shall run the floor AHU unit during construction only with the approval of the Building Manager. Should the Building Manager allow the unit to be run or should there be work on a multi-tenant floor, the Contractor is responsible for the following:
 - a. Power consumption for the unit to be paid by the Contractor/Tenant
 - b. Removal of existing filters on the unit and installation of Merv 8 filters with Filter media properly secured
 - c. Filter/filter media changes as required by the Building Chief Engineer during construction.
 - d. Filter media installed properly on the return air grills and replacement of the same during construction as required by the Building Chief Engineer
 - e. Should Contractor bag smoke detectors during construction, a copy of the Bagging Permit from the Boston Fire Department must be provided to the Building Manager/Chief Engineer. Bag/covers must be removed at the end of each day.
15. Contractor will be fined for fire alarm false alarms to the fire panel.
 - a. First Offense - No Fine
 - b. Second Offense - \$1,000.00
 - c. Third Offense - \$2,000.00
 - d. Subsequent Offense - \$2,500.00/Offense and/or removal from the project

16. All Work shall be performed in accordance with the established Building Standards, Final Design Documents approved by the Landlord, these Tenant Construction Rules & Procedures, and the applicable provisions of any Lease. In the event of conflict between these Tenant Construction Rules & Regulations and the terms and provisions of a specific Tenant's Lease, the terms of the Lease shall govern.
17. The provisions of these Tenant Construction Rules & Procedures shall be incorporated in all agreements governing the performance of all Work, including, without limitation, any agreements governing services to be rendered by each Contractor and Consultant.
18. Except as otherwise provided in these Tenant Construction Rules & Procedures, all inquiries, submissions and approvals in connection with any Work shall be processed through the Building Manager.
19. Any work performed on base building systems (i.e., roofing, HVAC, glass curtain wall, etc.) that could impact existing warranties shall be coordinated with Property Manager prior to performing said work. If Property Manager stipulates that a certain company/subcontractor/vendor must be used in order to preserve a warranty, then Contractor shall comply.
20. Tradespersons are not allowed on passenger elevators. The freight elevator must be used at all times to access or egress the work area. Construction workers should not use the emergency stairwells to access other floors unless an emergency situation arises or as approved by Property Management.
21. Badges: Tradespersons must enter the building through the loading dock and obtain a contractor badge. The badge is to be worn daily, be visible at all times, and presented to security for access to project site.
22. Propping out emergency egress stairway doors is prohibited. Using the emergency stairway to commute between multi floor projects must have the Property Manager's approval. If approval is provided Contractor shall keep the stairway clean of dust and debris daily.
23. At no time shall vehicles be parked, idle or especially load and unload material on Marina Park Drive. As provided by through proper traffic signage, there is absolutely "No Parking" on Marina Park Drive.
24. During normal business hours, access by outside contractors to and from the ONE Marina Park Drive penthouse mechanical room and/or roof will need to be made by route of the emergency stairwells from the lowest multi-tenant floor plate (currently floor #15) unless such a need is the result of an emergency service call (time sensitive mechanical repairs, elevator entrapments, etc.) or arranged and approved with the Tenant in advance with a forty-eight (48) business hour notice. If access is requested to be made by use of the Tenant's premises by the Landlord, additional security will be provided to control access and floor and wall protection will be provided by the Contractor at all times.
25. Passenger elevators will be protected during construction activities in the elevator lobby using plastic covering or filters on elevator doors. When work on a full floor plate is being performed, the passenger elevator bank will be sealed off and/or protected. No work, other than work to the elevator lobby itself will be performed in this area.

26. Per USGBC LEED EB O+M Credit MRc9, the General Contractor will be responsible for providing the CBRE management office monthly recycling data for construction waste with the goal of a greater than 70% recycling rate.

4. PLANS

Review and Approval:

1. All Tenants and/or Contractors wishing to perform Work must first obtain the Landlord's written approval of any plans for such Work. Under no circumstances will any Work be permitted prior to such approval. Such approval must be obtained prior to the execution of any agreement with any Contractor for the performance of such Work.

Submission Requirements:

1. Any Tenant and/or Contractor performing Work shall, at the earliest possible time but at least four weeks before any Work is to begin, furnish to the Building Manager four (4) full sets and a .PDF on CD of stamped plans and specifications describing such Work.
2. All Plans shall be drafted in accordance with any specific requirements set out in the Tenant's Lease.

PRECONSTRUCTION NOTIFICATION AND APPROVALS

No Work shall be performed unless, at least two weeks before any Work is to begin, all of the following has been provided to the Landlord and approved. In the event that Contractor proposes to change any of the following, the Landlord shall be immediately notified of such change and such change shall be subject to the approval of the Landlord:

- a. Schedule for the work, indicating start and completion dates, any phasing and special working hours, and also a list of anticipated shutdowns of building systems.
- b. List of all Contractors and Subcontractors, including addresses, telephone numbers, trades employed, and the union affiliation, if any, of each contractor and subcontractor.
- c. Names and telephone numbers of the supervisors of the work.
- d. Copies of all necessary governmental permits, licenses and approvals.
- e. Proof of current insurance, with limits no less than those set out in Exhibit A to these Tenant Construction Rules & Procedures, naming each of Landlord and those other persons specified in Addendum A as an additional insured party.
- f. Notice of the involvement of any Contractor /Subcontractor/Supplier in any ongoing or threatened labor dispute.

- g. Payment, Performance and Lien Bonds from sureties acceptable to Landlord, in form acceptable to Landlord, naming Landlord as an additional obligee.
- h. Evidence that Contractor has made provision for written waivers of lien from all subcontractors and suppliers of material.
- i. Emergency Contact List including names and phone numbers
- j. Logistics Plan
- k. Crisis Management Plan
- l. Delivery Schedule
- m. General Contractor/CM safety plan

5. CONSTRUCTION SCHEDULE

1. Coordination:

- a. All Work shall be carried out expeditiously and with minimum disturbance and disruption to the operation of the Building and without causing discomfort, inconvenience, or annoyance to any of the other Tenants or occupants of the Building or the public at large.
- b. All schedules for the performance of construction, including materials deliveries, must be coordinated through the Building Manager. The Building Manager shall have the right, without incurring any liability to any Contractor, to stop activities and/or to require rescheduling of any Contractor's Work based upon adverse impact on the Tenants or occupants of the Building or on the maintenance or operation of the Building.
- c. If any Work requires the shutdown of risers and mains for electrical, mechanical, sprinklers and plumbing work, such Work shall be supervised by a representative of Landlord, the cost of which will be reimbursed by the Contractor to the Landlord, including any after-hours fire alarm plug out requests. No Work will be performed in the Building's mechanical or electrical equipment rooms without both Landlord's prior approval and the supervision of a representative of Landlord, the cost of which shall be reimbursed by the Contractor. The Landlord reserves the right to require notice of up to ten (10) business days for tenants in advance of any scheduled power shutdown.

2. Time Restrictions:

- a. Subject to Paragraph 5.1 of these Tenant Construction Rules & Procedures, general construction work will generally be permitted during Regular Construction Hours.
- b. Contractor shall provide the Building Manager with at least forty eight (48) hours notice before proceeding with Special Work, as hereinafter defined, and such Special Work will be permitted only at times agreed to by the Building Manager during periods outside of Regular Construction Hours. "Special Work" shall be defined as the following operations:
 - (1) All utility disruptions, shutoffs and turnovers;

- (2) Activities involving high levels of noise, including demolition, coring, drilling and ramsetting; and
- (3) Activities resulting in excessive dust or odors, including demolition and spray painting.
- c. The delivery of construction materials to the Building, their distribution within the Building, and the removal of waste materials shall also be confined to periods outside Regular Construction Hours, unless otherwise specifically permitted in writing by the Building Manager.
- d. If coordination, labor disputes or other circumstances require, the Building Manager may change the hours during which regular construction work can be scheduled and/or restrict or refuse entry to and exit from the Building by any Contractor.

6. CONTRACTOR PERSONNEL

1. Work in Harmony:

- a. All Contractors shall be responsible for employing skilled and competent personnel and suppliers who shall abide by these Tenant Construction Rules & Regulations as amended from time to time by Landlord.
- b. No Contractor shall at any time, either directly or indirectly, employ, permit the employment, or continue the employment of any subcontractor if such employment or continued employment will or does interfere or cause any labor disharmony, coordination difficulty, delay or conflict with any other contractors engaged in construction work in or about the Building or the complex in which the Building is located.
- c. Should a work stoppage or other action occur anywhere in or about the Building as a result of the presence, anywhere in the Building, of a Contractor engaged in performing work, or should such Contractor be deemed by Landlord to have violated any applicable rules or regulations, then upon twelve hours written notice, Landlord may, without incurring any liability to said Contractor, require any such Contractor to vacate the Building and premises and to cease all further construction work therein
- d. No subcontractor work shall be performed without the supervision of the General Contractor.

2. Conduct:

- a. While in or about the Building, all Contractors and Tradespersons shall perform in a dignified, quiet, courteous, and professional manner at all times. Tradespersons shall wear clothing suitable for their work and shall remain fully attired at all times. All Contractors will be responsible for their Tradespersons' proper behavior and conduct.
- b. No Smoking is allowed in OMPD and smoking outdoors is only allowed in designated areas.

- c. The Landlord reserves the right to remove anyone who, or any Contractor which; is causing a disturbance to any Tenant or occupant of the Building or any other person using or servicing the Building; is interfering with the work of others; or is in any other way displaying conduct or performance not compatible with the Landlord's standards.
 - d. Radio's and other similar devices are prohibited within and around Tenant construction areas and all Public Areas.
 - e. Any food brought into the building by construction personnel must be properly stored within the Tenant's premises and all trash disposed of daily.
3. Access:
- a. All Contractors and Tradespersons are required to sign in on a daily basis with a member of the Building Management Team prior to commencing work, to confirm work location and Building access, including elevator usage and times of operation. Solely at the discretion of the Landlord the member of the Building Management Team noted previously may be a Security Guard positioned at the Ground Level outside of the service elevator and all costs associated with the Security Guard will be the responsibility of the Contractor. An Access Plan needs to be submitted by the Contractor for approval by the Landlord. Access to the Building before and after Regular Construction Hours or any other hours designated from time to time by the Building Manger and all day on weekends and holidays will only be provided when twenty-four (24) hours advanced notice is given to the Building Manager.
 - b. No Contractor or Tradesperson will be permitted to enter any private or public space in the Building, other than those common services areas of the Building necessary to give direct access to the area of Work for which he has been employed, without the prior approval of the Building Manager.
 - c. All Contractors and Tradespersons must obtain permission from the Building Manager prior to undertaking work in any space outside of the Contractor's Work limits. This requirement specifically includes ceiling/floor spaces above and below the premises where any work required must be undertaken at the convenience of the affected Tenant and outside of Regular Construction Hours. Contractors undertaking such work shall ensure that all work, including work required reinstating removed items and cleaning be completed prior to opening of the next business day.
 - d. Contractors shall ensure that all furniture, equipment and accessories in areas potentially affected by any Work shall be adequately protected by means of drop cloths or other appropriate measures. In addition, all Contractors shall be responsible for providing/ maintaining security to the extent required by the Building Manager.
 - e. Temporary access doors for tenant construction areas connecting with a public corridor must be installed by Contractor to meet building standards, i.e., door, frame, hardware and lockset. A copy of the key must be furnished to the Building Manager.
4. Safety and Protection of Property:

- a. All Contractors shall police ongoing construction operations and activities at all times, keeping the premises orderly, maintaining cleanliness in and about the premises, and ensuring safety and protection of all areas, including truck docks, elevators, lobbies and all other public areas which are used for access to the premises.
- b. All Contractors shall appoint a supervisor who shall be responsible for all safety measures, as well as for compliance with all applicable governmental laws, ordinances, and these Tenant Construction Rules & Procedures such as, for example, "OSHA" and "Right-to-Know" legislation.
- c. The Contractor shall take all reasonable precautions to prevent damage to property, both visible and concealed, and shall restore the Building to the same condition existing prior to the Contractor's entry, to the Landlord's satisfaction. While performing services hereunder, the Contractor shall immediately notify the Building Manager of any defective condition in the Building of which it becomes aware. Any damage caused by Tradespersons or other Contractor employees shall be the responsibility of the Contractor. Costs for Landlord's repairing of such damage shall be charged directly to the Contractor.
- d. All accidents, disturbances, labor disputes, or threats thereof, and other noteworthy events pertaining to the Building or the Tenant's property shall be reported immediately by the Contractor to the Building Manager. A written report must follow within 24 hours.
- e. A minimum of 18" inches of clearance must be maintained from each sprinkler head at all times.
- f. Contractor must maintain the proper equipment to manage water from any broken sprinkler pipes.
- g. Regarding "Hot Work", prior to any welding, soldering or metal cutting, contractors must present the management office with a valid fire permit and proof of fire watch. This work must be requested and approved by building management at least 48 hours in advance.

5. Bathroom Facilities:

- a. When the premises involved in the Work consists of one or more entire floors of the Building, or a partial floor of the Building the balance of which is unoccupied, the Contractor may use bathroom facilities on the floor where the premises is located, and in the case of multiple floor premises, on only one (1) such floor. All bathroom facilities shall be cleaned daily by Contractor during the conduct of the Work and shall be left at the end of the Work in a clean and sanitary condition and otherwise in the same condition as they were at the start of the Work.
- b. When the premises involved in the Work consists of a partial floor of the Building the balance of which is wholly or partly occupied, the Contractor shall not use bathroom facilities in the Building, and shall instead provide its own temporary facilities. Temporary facilities shall be serviced and cleaned daily during the conduct of the Work,

and shall be removed at the conclusion of the Work. Location of temporary facilities will be coordinated with the Building Manager.

- c. Floor and wall protection will be installed by the General Contractor and is required to be maintained at all times during construction.

6. Parking:

- a. Parking is not allowed in or near truck docks, in handicapped or fire access lanes, or any private ways in or surrounding the property. Vehicles so parked will be towed at the expense of the Contractor for whom the owner of such vehicle is employed.
- b. The availability of parking in any parking areas of the Building is limited. The Contractors are responsible for the parking fees associated with parking in the garage of OMPD.
- c. There shall be no construction, staging, or storage activities of any kind in the parking garage of OMPD. Any work needing to be completed in the parking garage of OMPD must be coordinated with the Building Manager and Parking Garage Operator. Work plan needs to be submitted and approved prior to completion of work.

7. DELIVERIES & BUILDING MATERIALS

1. Delivery:

There is no parking on Marina Park Drive at any time and absolutely no deliveries will be allowed through the main lobby. Deliveries must be scheduled in advance with the CB Richard Ellis - N.E. Partners, LP and Building Security Dock Master to coordinate the use of the loading dock and the freight elevators. The delivery of sheet rock, light fixtures and other like material must be scheduled during non-business hours unless approved by property management. The freight elevator dimensions are as follow:

5'-2" wide
7'-10" deep
8'-4 ½" high

Loading Dock, Dock Master Hours:

Monday thru Friday: 6:00 A.M. to 6:00 P.M.

Deliveries that require tractor-trailers after the above hours will require that a Dock-master be present at current prevailing billable rates. A four (4) hour minimum labor charge is required. Such deliveries need to be scheduled and approved in advance of their arrival by the tenant/contractor.

Normal Freight Elevator Hours of Operation:



Monday thru Friday: 6:00 A.M. to 6:00 P.M.

A Security Officer will allow access to the Freight Elevator at all times and issue a contractor access badge that will be floor banded for the appropriate floor being accessed.

During the above hours, deliveries of furniture, equipment, and construction materials that will occupy the elevator so as to preclude others from using it for longer than 20 minutes is not allowed.

Deliveries of sheet rock or like materials will not be allowed during normal freight elevator operations. (You must make arrangements for exclusive use of an elevator for these purposes).

All incidental deliveries or minor moves between floors, of furniture or other equipment may be scheduled during the above hours of operation, on a first come first served basis.

Trash Removal Operation:

6:00 P.M. - 6:00 A.M. Monday thru Friday. On Saturday and Sunday there is no restriction.

During these hours the use of the elevators is limited to removal of building trash and the movement of service workers and their tools and equipment throughout the building.

No construction debris or materials are to be deposited in building compactors or open dumpsters not belonging to contractor.

Hours Available for Exclusive Use of Freight Elevator:

The freight elevator is available on a first-come, first serve basis for a fee of \$38.00 per hour, with a 4-hour minimum of charge during the following times:

Monday thru Friday: 11:30 P.M. to 6:00 A.M.
Saturday: 1:00 P.M. to 12:00 A.M.
Sunday: 24 hours

During the above hours of operation the freight elevator may be reserved for the exclusive use of a tenant or a contractor. Reservations must be made, in writing, a minimum of forty-eight (48) hours prior to, but not more than two weeks, in advance of service request date. Reservations are not confirmed until a properly approved "Building Services Request Form" is returned to you.

Major furniture and construction material deliveries "will" require a security officer or a Local 4 Elevator Contractor to operate service elevator. Cost for this person is a responsibility of the tenant.

2. Transportation in Building:

- a. Distribution of materials from delivery point to the work area in the Building shall be accomplished with the least disruption to the operation of the Building possible. Based on availability, the Service Elevator will be assigned for material delivery and Contractor Personnel transportation to the applicable tenant work area. The Service Elevator will be controlled by the Building Manager.
- b. Contractors shall provide adequate protection to all carpets, wall surfaces, and doors and trim in all public and back of the house areas through which materials and personnel are transported. Contractors shall continuously clean all such areas. Protective measures shall include runners over carpet, padding in elevators and any other measures determined by the Building Manager.
- c. Building Manager will inspect the Service Elevator and Service Elevator pit at the completion of the Work to determine what cleaning measures are required, including without limitation cleaning the elevator pit. If pit cleaning is required, it shall be performed by the Building's elevator maintenance company but at the sole cost and expense of Contractor. The General Contractor should reserve (approximately \$3,000.00) for the cleaning of the freight elevator hoist way at the completion of the project.
- d. Any damage caused to the Building through the movement of construction materials or otherwise shall be the responsibility of the Contractor involved. Charges for such damage will be submitted by the Landlord directly to the Contractor.
- e. Use of Passenger Elevators is strictly prohibited. Any Contractor found using the Passenger Elevators will be fined by the Building Manager. Fines will be First Offense – No charge, Second Offense - \$250 and third & subsequent Offenses will be \$500/Offense.
- f. Contractor is responsible for sealing elevator fronts on the floors where the Work is proceeding provided that no other Tenant is in occupancy on the floor. Should Contractor fail to seal the elevator fronts, costs to clean the elevator shafts will be the responsibility of the Contractor. In any event, the General Contractor should reserve money for the cleaning of the passenger and freight elevator hoistway should it be determined that the hoistway requires cleaning as a result of construction on the elevator shaft that a given project is being worked on.
- g. Contractors are responsible for cleaning the service elevator door tracks on a daily basis on the floors for which they are working. Should multiple Contractors be working on the same floor, the Building Manager will determine who is responsible for cleaning of the service elevator door tracks.
- h. During normal business hours, access by outside contractors to and from the ONE Marina Park Drive penthouse mechanical room and/or roof will need to be made by route of the emergency stairwells from the lowest multi-tenant floor plate (currently floor #15) unless such a need is the result of an emergency service call (time sensitive mechanical repairs, elevator entrapments, etc.) or arranged and approved with the Tenant in advance with a forty-eight (48) business hour notice. If access is requested to be made by use of the Tenant's premises by the Landlord, additional security will be

provided to control access and floor and wall protection will be provided by the Contractor at all times.

3. Storage and Placement:

- a. All construction materials shall be stored only in the premises where they are to be installed. No storage of materials will be permitted in any public areas, loading docks or corridors leading to the premises. Any material found by a member of the Building Management Team in areas other than the intended Tenant premises will be discarded and all costs incurred by the Building Manager for such removal will be the responsibility of the Contractor.
- b. No flammable, toxic, or otherwise hazardous materials may be brought in or about the Building unless: (i) authorized by the Building Manager, (ii) all applicable laws, ordinances, these Tenant Construction Rules & Procedures are complied with, and (iii) all necessary permits have been obtained. All necessary precautions shall be taken by the Contractor handling such materials against damage or injury caused by such materials. These materials are to be removed from the floor under construction on a daily basis and located as coordinated with the Building Manager.
- c. All materials required for the construction of the Work on the premises must comply with Building Standards, must conform to the plans and specifications approved by Landlord, and must be installed in the locations shown on the drawings approved by the Landlord.
- d. All work shall be subject to reasonable inspection by Landlord's Representative.
- e. No alterations to approved plans will be made without prior written approval of Landlord. Such changes shall be documented on the as-built drawings required to be delivered to Landlord pursuant to Paragraph 10 of these Tenant Construction Rules & Procedures.
- f. All protective devices (e.g., temporary enclosures and partitions) and materials, as well as their placement, must be approved by the Building Manager.
- h. It is the responsibility of Contractors to ensure that the temporary placement of materials does not impose a hazard to the Building or its occupants, either through overloading, or interference with Building systems, access, and egress or in any other manner whatsoever.
- i. All existing and/or new openings made through the floor slab for piping, cabling, etc. must be packed solid with an approved fire-safing material to make openings smoke tight. All holes in the floor slab at abandoned floor outlets, etc. will be filled with solid concrete.
- j. No overstock shall remain in the building without the Landlords advanced approval, tenant must store their own materials.

4. Salvage and Waste Removal:

- a. All rubbish, waste and debris shall be neatly and cleanly removed from the Building by Contractor daily unless otherwise approved by the Building Manager. The Building's trash compactor shall not be used for construction or other debris. For all debris created by the work, each Contractor must make arrangements with the Building Manager for the scheduling and location of a dumpster to be supplied, maintained and trash removed at the cost of the Contractor. Where, in the opinion of the Building Manager, such arrangements are not practical, such Contractors will make alternative arrangements for debris removal at the cost of the Contractor for review and approval by Building Manager.
- b. Per LEED EB O+M credit MRc9, the General Contractor will be responsible for providing the CBRE management office monthly recycling data for construction waste the goal of a greater than 70% recycling rate.
- c. All waste is to be properly removed daily and disposed of in full compliance with all applicable laws, ordinances, and these Tenant Construction Rules & Procedures.
- d. Contractor shall, prior to removing any item (including, without limitation, building standard doors, frames and hardware, light fixtures, ceiling diffusers, ceiling exhaust fans, sprinkler heads, fire horns, ceiling speakers and smoke detectors) from the Building, notify the Building Manager that it intends to remove such item. At the election of Building Manager, Contractor shall deliver any such items to the Building Manager. Such items will be delivered, without cost, to an area designated by the Building Manager which area shall be within the Building or the complex in which the Building is located.

8. PAYMENT OF CONTRACTORS

- a. Tenant shall retain ten percent (10%) of each progress payment to Contractor until Contractor (i) delivers to Building Manager a certificate of occupancy or certificate of completion for the Work, in form and substance reasonably satisfactory to Landlord, (ii) final and unconditional waivers of mechanic's liens concerning the work for all labor and services performed and all material furnished in connection with the work in question, signed by the Contractor and all subcontractors, suppliers, and laborers involved in the Work, and (iii) Building Manager has advised Tenant that all obligations of Contractor under these Tenant Construction Rules & Regulations have been satisfied.
- b. Contractor shall promptly pay the cost of all Work by subcontractors, suppliers and Tradespersons so the Building shall be free of liens for labor or materials. If any mechanic's or material-men's lien is filed against the Building or any part thereof which is claimed to be attributable to the Contractor, its agents, employees or contractors, Contractor shall give immediate notice of such lien to the Landlord and shall promptly discharge the same by payment or filing any necessary bond within 10 days after Contractor has received first notice of such lien.

9. CONTRACTORS' INSURANCE

- a. Prior to commencing any Work in the Building or premises, and throughout the performance of the Work, each Contractor shall obtain and maintain insurance in accordance with Addendum A attached hereto. Each Contractor shall, prior to making entry into the Building, provide Landlord with certificates that such insurance is in full force and effect.
- b. Please note that Fan Pier is a large complex that is made up of various entities. As such, each of the entities must be listed as additional insured exactly as they appear in Addendum A, with respect to Contractor's work in any portion of the Building or premises.

10. SUBMISSIONS UPON COMPLETION

- a. Upon completion of any Work and prior to occupancy, Contractor shall submit to Landlord a permanent certificate of occupancy (as applicable), a copy of the original building permit showing sign-off by representatives of the Inspectional Services Department, Boston Fire Department sign-offs, and final approval of any other governmental agencies having jurisdiction.
- b. A properly executed air balancing report, signed by a professional engineer, shall be submitted to Landlord upon completion of all mechanical work. Such report shall be subject to Landlord's approval.
- c. Contractor shall submit to Landlord's Representative a final "as-built" set of drawings showing all items of the Work in full detail and acceptable to the Landlord's representative, together with a CD containing the as-built drawings in electronic form both PDF and CAD.

11. ADJUSTMENT OF RULES AND REGULATIONS

Landlord reserves the right from time to time to amend or cancel certain of these Tenant Construction Rules & Procedures as Landlord sees fit.

ADDENDUM A

INSURANCE REQUIREMENTS FOR CONTRACTORS

When Work is to be done by Contractors in the Building, the Contractor shall be responsible to obtain and maintain insurance in the following amounts and with the following indemnity requirements, to the extent that they are applicable. Contractor shall also be responsible for including in its contracts with any subcontractors intending to work in the Building the same insurance and indemnity requirements. All insurance certificates must be received prior to construction. Landlord shall be named as an additional insured party on all certificates in the exact language as listed herein.

Each Contractor and each Subcontractor shall, until the completion of the Work in question, procure and maintain at its expense, the following insurance coverage with companies acceptable to Landlord in the following minimum limits:

INSURANCE REQUIREMENTS – ONE MARINA PARK DRIVE

WORKERS COMPENSATION – (including coverage for Occupational Disease).

Limited of Liability

Workers Compensation:	Statutory Benefits
Employers Liability:	\$1,000,000

GENERAL LIABILITY – (including coverage for Contractual Liability assumed by contractor or tenant under Indemnity Agreement).

Limit of Liability

Each Occurrence - \$1,000,000
Damage to Rented Premises - \$300,000
Personal Injury - \$1,000,000
General Aggregate - \$2,000,000
Products - \$2,000,000

COMPREHENSIVE VEHICLE LIABILITY – (Including coverage for hired and non-owned vehicles).

Combined Single Limit - \$1,000,000 combined single limit

UMBRELLA LIABILITY –

Major Construction- \$10,000,000 each occurrence
Minor Construction and Movers- \$5,000,000 each occurrence

Additional Insured:

1. CLPF One Marina Park Drive, LLC
2. CBRE Inc.
3. Clarion Partners, LLC
4. Teachers Insurance and Annuity Association of America

Certificate Holder:

CBRE Inc.



One Marina Park Drive, Suite 301
Boston, MA 02210

EXHIBIT A



BILL RATES

Engineering Labor

Regular Rate	\$45.00/hr	0.5 hour minimum
Overtime Rate	\$67.50/hr	4 hour minimum may apply

Cleaning Labor

Regular Rate	\$30.00/hr	4 hour minimum may apply
Overtime Rate	\$45.00/hr	4 hour minimum may apply

Security Labor

Regular Rate	\$30.00/hr	4 hour minimum may apply
Overtime Rate	\$45.00/hr	4 hour minimum may apply
Manager Rate	Available upon request	

Card Access System

Card Replacement (Lost/Stolen/Damaged)	\$15.00 per card
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Trash Removal

Recycling Bin Purchase (desk size)	No Charge
Recycling Bin Purchase (slim jim)	\$65.00/barrel
Trash Basket Purchase (desk size)	\$10.00/barrel
Trash Basket Purchase (slim jim)	\$65.00/barrel
E-waste (with the exception of TV's)	No Charge TV's \$50.00
Misc. Bulk Item Removal	Estimates available upon request

HVAC

Overtime HVAC	\$30.00/hr
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Normal Building HVAC hours are M-F (8AM-6PM) & Sat (8AM-1PM)
Overtime HVAC requests must be submitted by 4:30 p.m on a given business day.

Other

Door Keys for Tenant Premises	\$5.00 (Prices may vary for special orders)
Directory Signage (Multi-Tenant Floor)	Estimate available upon request
Fire Alarm Plug Out/In	Estimate available upon request
	Typical 3-hour min Maintenance Overtime Rate (\$67.50), per visit

Painting/General Repairs	Estimate available upon request
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All services provided by outside contractors will be subject to an administrative fee.



If you wish to hire your own contractor, a certificate of insurance (per the building requirements) must be presented to the management office prior to the commencement of the work. Additionally, please notify the management office at least 24 hours prior to work.

All prices subject to change.

EXHIBIT B



ONE Marina Park Drive, Boston, MA 02210

Construction IAQ Management Plan

LEED for Existing Buildings: Operations & Maintenance (v2009) - IEQc1.5

February 2015

SCOPE

Reduce indoor air quality problems resulting from the construction / renovation process in order to help sustain the comfort and well-being of construction workers and building occupants.

The construction process is traditionally an indoor air polluting activity and often results in the contamination of buildings during construction as well as continued contamination after the building is occupied. The HVAC systems are especially prone to contamination from construction particulate matter that contains dust, volatile organic compounds, microorganisms and other contaminants. These contaminants can remain in the HVAC systems for years after occupancy. The plan's approach is to document activities that identify and reduce IAQ problems from dust, moisture, and VOC's. Therefore, the documented strategies and activities outlined in this plan minimize the construction contamination prior to the building being occupied.

Indoor air quality (IAQ) is a critical component of providing a healthy and comfortable indoor environment at ONE Marina Park Drive. This plan presents methods utilized during construction to prevent future Indoor Air Quality (IAQ) issues. It will also identify applicable portions of the SMACNA guidelines to be adhered to in the project building whenever facility alterations and additions activities are underway.

STRATEGY

Adopt an IAQ Management Plan to protect the HVAC system during construction, control pollutant sources and interrupt pathways for contamination as required to meet LEED credit EQc1.5. Sequence the installation of materials to avoid contamination of absorptive materials such as insulation, carpeting, ceiling tile, and gypsum wallboard. If possible, avoid using permanently installed air handlers for temporary heating/cooling during construction

After construction ends and prior to occupancy ONE Marina Park Drive will perform a building flush-out for the affected spaces.

REQUIREMENTS

Develop and implement an Indoor Air Quality (IAQ) Management Plan for the construction and pre-occupancy phases of the building as follows:

Please note it is the responsibility of the General Contractor to ensure that these policies and procedures are being maintained throughout the construction and pre-occupancy phases.

During Construction

- During construction, meet or exceed the Control Measures of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guidelines for Occupied Buildings under Construction, 2nd Edition 2007, ANSI/SMACNA 008-2008 (Chapter 3).
- Protect stored onsite or installed absorptive materials from moisture damage.
- If permanently installed air handlers must be used during construction, filtration media with a Minimum Efficiency Reporting Value (MERV) of 8 must be used at each return air grill, as determined by ASHRAE 52.2-1999. Replace all filtration media immediately prior to occupancy.
 - The Construction Management Plan provides methods to meet the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guidelines for Occupied Buildings under Construction, 2007. The SMACNA guideline addresses renovation projects.
 - Provide photos to highlight the implemented construction IAQ practices. Identify the SMACNA approach featured by each photograph, in order to show consistent adherence to the credit requirements.
 - Provide cut sheets of filtration media used during construction with MERV values highlighted. If MERV rating is not available from the common cut sheets, the subcontractor must provide manufacturer documentation of the efficiency rating and equivalent MERV value for the filter.

HVAC Protection

- The most significant potential IAQ sources from construction are dust, moisture, and VOCs. The approach for preventing dust-related problems is to identify all sources of dust and protect the HVAC systems. During construction, the return air system openings should have temporary filters that receive frequent periodic maintenance if the HVAC system is being utilized. When activities that produce high dust, such as drywall sanding, concrete cutting, masonry work, wood sawing and insulating or pollution levels occur, the return air system openings should be sealed off completely for the duration of the task. This activity is the responsibility of the Mechanical Contractor.
- If the HVAC system is not used during construction, the supply and return air system openings should be sealed off to prevent the accumulation of dust and debris in the duct system. The diffusers should also be sealed in plastic. This activity is the responsibility of the Mechanical Contractor.
- The mechanical rooms should not be used to store construction or waste materials. Rooms should be kept clean and neat at all times. This activity is the responsibility of all Subcontractors.
- Filtration is critical during construction and during startup of the HVAC system. Filter media needs to meet the ASHRAE requirement for MERV Level 8. Where possible, utilize 80% dust spot efficiency filtration.
- Upon periodic inspections during construction, if the ducts become contaminated due to inadequate protection, the ducts will be cleaned professionally. This activity is the responsibility of the Mechanical Contractor.

- To document that the above guidelines are followed during the construction phase of the project, pictures will be taken by the Mechanical Contractor and submitted to the General Contractor. The General Contractor will also inspect periodically and take pictures throughout the duration of the project.

Source Control

- Use of low VOC products as indicated by the specification should be utilized to reduce potential problems. This activity will be verified and checked by the General Contractor. Reference MRc3: Sustainable Purchasing—Facility Alterations and Additions for additional information regarding the materials used during construction activities. Materials such as caulks, sealants, and cleaning products are the responsibility of the subcontractors and General Contractor to meet the specification. Use of materials that fail to meet low VOC levels is prohibited in the interior of the building.
- Restrict traffic volume or prohibit idling of motor vehicles where emissions could be drawn into the building. This activity is the responsibility of the general contractor.
- Use electric or natural gas alternatives for gasoline and diesel equipment where possible and practical. The subcontractors and General Contractor will be responsible for managing this and coordinating with the General Contractor, if applicable.
- Cycle equipment off when not being used or needed. This activity will be overseen by the General Contractor. Subcontractors will be responsible for their own equipment usage.
- Pollution sources may be exhausted to the outside with portable fan systems. Care should be taken to ensure exhaust does not re-circulate back into the building. Subcontractors to determine needs and coordinate with the General Contractor.
- Containers of wet products should be kept closed as much as possible. Waste materials, which can release odor or dust, should be covered or sealed. This activity is the responsibility of the General Contractor.

Pathway Interruption

- Utilize dust curtains or temporary enclosures to prevent dust from migrating to other areas when applicable. The General Contractor is responsible for coordinating this activity with project subcontractors.
- Relocate pollutant sources (paints, sealers, adhesives, caulking, cleaners, etc.) as far away as possible from supply ducts, areas occupied by workers, and absorbing materials when feasible. Absorbing materials included drywall, insulation, carpet, ceiling tile, etc. Supply and exhaust systems may have to be shut down or isolated during such activity. The General Contractor is responsible for coordinating this activity with project subcontractors.
- During construction, isolate areas of work to prevent contamination of clean or occupied areas. Pressure differentials can be utilized to prevent contaminated air from entering clean areas. The General Contractor is responsible for coordinating this activity with project subcontractors.
- Depending on climate, ventilate using 100% outside air to exhaust contaminated air directly to the outside during installation of VOC emitting materials. The General Contractor is responsible for coordinating this activity with project subcontractors.

Housekeeping

- Institute cleaning activities concentrating on HVAC equipment and building spaces to remove contaminants from the building before occupancy. The General Contractor is responsible for coordinating this activity with the mechanical subcontractor.
- All coils, air filters, fans, and ductwork should remain cleaned during installation and should be cleaned before performing the testing, adjusting and balancing of the systems. The General Contractor is responsible for coordinating this activity with the mechanical subcontractor.
- Suppress dust with wetting agents or sweeping compounds. Use an efficient and effective dust collecting method such as a damp cloth, wet mop, vacuum, with particulate filters, or wet scrubber. The General Contractor is responsible for coordinating this activity with all project subcontractors.
- Remove accumulations of water inside the building. Protect porous materials such as insulation and ceiling tile from exposure to moisture. The General Contractor is responsible for coordinating this activity.
- Provide photographs during construction of the above activities to document compliance. The General Contractor is responsible for coordinating this activity.

Scheduling

- Make sure occupancy and construction do not coincide. Wait until the building flush out is completed before occupying the building. The General Contractor is responsible for coordinating this activity.
- Conduct a building flush out as described below with new filter media after construction ends and before occupancy. The General Contractor is responsible for coordinating this activity with the mechanical subcontractor.
- **NO CONSTRUCTION ACTIVITIES, INCLUDING PUNCH LIST ITEMS, ARE PERMITTED DURING FLUSH-OUT PERIOD.**

Building Flush-Out

- After construction ends, prior to occupancy and with all interior finishes installed, perform a flush-out of the affected building spaces by supplying a total outdoor air volume of 14,000 cubic feet of outdoor air per square foot of floor area while maintaining an internal temperature of at least 60°F and relative humidity no higher than 60% where cooling mechanisms are operated. The affected space may be occupied only after the delivery of at least 3,500 cubic feet of outdoor air per square foot of floor area and the space has been ventilated at a minimum rate of 0.30 cfm per square foot of outdoor air or the design minimum outside air rate (whichever is greater) for at least 3 hours prior to occupancy until the total of 14,000 cubic feet per square foot of outdoor air has been delivered to the space. The flush-out may continue during occupancy.
 - Provide a description of the project's pre-occupancy flush-out process. Include data regarding temperature, airflow, and duration of flush-out. Additionally, provide information regarding special considerations.

Post Flush-Out

- Upon completion of construction, return HVAC and lighting systems to the designed or modified sequence of operations.

TIME PERIOD

This management plan shall take effect February 2015 and shall continue indefinitely or until amended and/or replaced by a subsequent Construction IAQ Management Plan.

STATEMENT OF UNDERSTANDING

I agree that I have fully read and understand the Contractor Rules and Regulations contained in this document. Additionally, I have toured the project construction site and all related building common areas with a representative of building management, and agree to return all space in the condition in which it was found at the completion of the project.

Contractor Name: _____

Signed By: _____

Date: _____

Building Management: _____

Date: _____