

Attachment H: Building Rules and Regulations 10 Post Office Square

BUILDING RULES AND REGULATIONS

10 Post Office Square
Boston, MA 02108

SECTION I

1. Relationship of Parties - Contractor is not to be considered an agent or employee of Owner or Manager for any purpose, and the employees of Contractor are not entitled to any of the benefits that Owner or Manager provides for Manager's employees.
2. Responsibilities of Contractor
3. The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Project. At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections and approvals of the Project as required by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.
 - a. Contractor shall be responsible for keeping all permits current. Contractor shall submit copies of all approved plans to Landlord and shall post the original permit on the premises prior to the commencement of any work. All work, if performed by Contractor or Sub-Contractor, shall be subject to reasonable supervision and inspection by Landlord's construction representative.
 - b. All Work performed by Contractor and Contractor's performance of the Work under this Agreement shall comply strictly with the laws, by-laws, ordinances, regulations, codes, rules, orders and covenants of the local, state, and/or federal government and of any and all of their departments and bureaus,
 - c. ~~Contractor shall have an asbestos survey performed by a Synergy approved Certified Asbestos Inspector prior to construction and a copy of the results given to the Landlord's property/construction team. Contractor shall file a copy of DEP form BWPAQ06 with the state (617 556 1058).~~ **Not Applicable to this contract.**
 - d. Contractor shall perform all work on this project with labor that will work harmoniously with other elements of labor involved in the Project or on the Owner's property. Contractor shall not participate in or accede to any cessation of Work that may occur as a result of any labor dispute.
 - e. Contractor shall furnish, at its own expense, all labor, materials, equipment and other items necessary to carry out the specified work to be performed. Contractor shall take field measurements and verify field conditions.
 - f. Contractor and subcontractors are responsible for their own property, tools, machinery and equipment and all related insurance and will not look to Owner for any insurance coverage for such property. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

- d. Contractor shall furnish duly qualified and experienced employees and foremen or supervisors to carry out the work to be performed by Contractor under this contract. Persons hired by Contractor shall be and remain Contractor's employees. All personnel hired by the Contractor shall be thoroughly screened, including police clearance, as permissible by law. Contractor shall comply with the instructions pertaining to conduct and building regulations, issued by the Manager, property manager, Owner or other duly appointed official designated by Manager. Contractor shall at all times enforce strict discipline and maintain good order among the workmen engaged in the work and shall cause such workmen to observe all reasonable fire prevention, security and safety rules and regulations in force at the site of the work.
- e. Contractor shall provide adequate supervision of the work at all times which Contractor's employees are performing under this contract to insure its completion and satisfactory performance in accordance with the terms of the contract. In the performance of the work herein contemplated, Contractor is an independent contractor with the authority to control and direct the performance of the details of the work. However, the work contemplated herein must meet the approval of Manager and shall be subject to Manager's general right of inspection and supervision to secure the satisfactory completion thereof.
- f. Contractor agrees to comply with all federal, state, and municipal laws, rules and regulations that are now, or may in the future, become applicable to Contractor or Contractor's business, equipment and personnel engaged in operations covered by this contract or accruing out of the performance of such operations. Contractor shall take all precautions necessary and shall be responsible for the safety of the work hereunder and shall maintain all lights, guards, signs, temporary passages, or other protection necessary for the purpose. All work shall be done at Contractor's risk. Contractor shall obtain applicable permits and licenses and pay all related fees, unless otherwise stated herein.
- g. The landlord has the right to charge the contractor or Tenant for any off hours work or supervision performed by the Building's engineers.

- 3. Notices - Any notice required shall be in writing and shall be either sent by mail or hand delivered to the parties at the addresses indicated herein.
- 4. Casualty & Liability Insurance - As set forth in the attached agreement. [See Appendix B](#)

SECTION II

- 1. Carpet - Prior to demolition, if carpet is to remain in suite, it is to be protected by heavy plastic cover, otherwise it should be removed, stored and re-laid. Additionally, public area and corridor carpeting is to be protected by plastic runners or a series of walk-off mats from elevator to suite under reconstruction (including carpet in the elevators). Failure to protect carpeting properly will result in a cleaning charge of \$150/ day to Contractor. All carpet removal/installation is to be done off-hours so as to not interfere with tenant access, health and comfort.
- 2. Walk-Off Mats / Floor Protection - Walk-off mats are to be provided in public corridor outside of entrance doors to the premises. Stone floors located in the common area (such as the main lobby of the building) will be protected with masonite or other comparable product when transporting construction materials or debris to/ from the premises.
- 3. Blinds & Draperies - During construction, Contractor shall protect existing blinds or draperies so as not to damage them.

4. Trash & Debris - Contractors will remove their trash and debris daily or as often as necessary to maintain cleanliness in the building. The building trash containers are not to be used for construction debris. Contractors shall be responsible for daily removal of waste, food containers etc. Failure to properly clean-up debris will necessitate a cleaning charge of \$150/ day paid to Owner/Manager. Contractor will be responsible for supplying facilities for trash removal.
 - a) Trash and debris not to be removed during normal building hours 8:00 a.m. - 6:00 p.m.
5. Work Schedules - The Building/Construction Manager will be notified of all work schedules for all workmen on the job and will be notified, in writing, of names of those who may be working in the building before or after standard building operating hours (typically 8:00 a.m. to 6:00 p.m.). Notification must be received (5) working days prior to commencement date.
6. Elevators - Any large shipments of carpet or other materials should be made before 8:00 am or after 6:00 pm to avoid any interruption of elevator service to the tenants. Such deliveries must be scheduled through Manager. Additionally, elevators shall not be used for moving building materials between 11:00 a.m. and 1:00 p.m. The designated freight (or passenger) elevator is the only elevator to be used for moving materials and construction personnel and shall be property protected with temporary plywood wall protection or elevator pads. At no time should the contractor and/or its agents be using any elevator other than this designated elevator. For each incident, a contractor and/or its agent is found on an elevator other than the specifically designated freight elevator there will be a \$50.00 fine.
7. Utility Lines - Before any drilling, core boring or other structural work is performed, the contractors will verify the locations of the building's utility lines so as not to damage them. Contractor is urged to take all possible precautions to protect utility lines.
8. Utilities - No utilities (electric, water, gas or oil) or services (including HVAC) to tenants are to be cut off or interrupted without first having requested, in writing, and secured, in writing, the permission of the Building Manager. Contractors will also be held accountable for turning off all lights, equipment, etc. each day when leaving job site. Cannot enter other tenant spaces to perform work such as running of wiring without prior arrangements having been made with building manager
9. Operating Hours - **No work is to be performed during standard building operating hours (typically 8:00 a.m. to 6:00 p.m.) that will disturb or inconvenience other occupants of the building without the written permission of the Manager.** All work involving drilling or coring of concrete, use of compressor driven or impact tools (saws-all, nail guns etc.) will only be allowed prior to 7:30 a.m. and after 7:00 p.m. Monday through Friday. No weekend work will be allowed without 48 hr prior notice and authorization from the Owner/Manager.
10. Keys - Whenever it is deemed necessary by Manager to temporarily issue any key to the Contractor, the Contractor will be responsible for controlling possession and use of same until returned daily to the issuing party.
11. Security - Contractor will be responsible for locking any areas made available to him for necessary access whenever that area(s) is unattended, and also when work or work hours are completed.
12. Life Safety Devices - Contractor, under no circumstances, will be allowed to disconnect, tamper with, delete, obstruct, relocate or add-on any life safety, fire detection, notification suppression unit or devices except as indicated on the drawings approved by the Fire Department Authority having jurisdiction. Only the Owner or Manager and its contractors will remove or relocate any kind of fire devices.

13. Accidental Alarm of Automatic Fire & Security System Devices - Contractor shall take all necessary precautions to prevent accidental alarm of automatic fire systems devices (smoke and/or heat detectors), etc. Before any unit or device is temporarily incapacitated, the Building Engineer shall be advised to allow notification of the Fire Department and then the device shall be red-tagged "Out of Service". Every effort must be made to reactivate "Out of Service" devices as soon as possible. Any contractor who accidentally sets off a building fire or security alarm will be assessed \$500 per incident.
14. Bathroom Cleanliness - Contractors and contractor's personnel will be responsible for keeping the bathrooms used by the same contractors neat, clean, and orderly, at all times. This is to include the bathroom itself, as well as the common areas surrounding the bathroom, including the pathway to and from the bathroom area from the job site.
15. Common Area Cleanliness - All common areas surrounding the job site area are to be kept in a clean, neat, and orderly fashion at all times. This to include corridors, elevators, lobbies, the loading dock area, and all entrance and exit facilities. Each time a Manager employee is required to clean up behind the contractor and/or its agents, there will be a \$150.00 fine. Contractor should be prepared to protect adjacent tenant spaces with plastic etc. In the event work to be performed will adversely affect tenants space.
16. Deliveries - **All deliveries and removal will be done through the loading dock, behind the building on Kingston Street.** Unless permission is given by Property Manager in advance. Large deliveries, movement of equipment, trash removal, must be done either before or after building hours, which are 8:00 a.m. - 6:00 p.m., Monday through Friday. The management office must be notified in advance of such deliveries.
17. Noise and Disturbance - No equipment, radios, or activities will take place during building business hours that would disturb other tenants in the building. Contractor should be prepared to protect adjacent tenant spaces with plastic, etc., in the event the work to be performed will adversely affect tenant's space.
18. Smoking- Smoking is not permitted in the building.
19. Windows - Contractor is responsible for closing and locking all windows within the space each evening (if applicable).
20. Perimeter Fan Coil Units - Perimeter fan coil units must be protected during construction and are not to be blocked (by furniture, etc.) to allow preventative maintenance of equipment. Following construction, a minimum of 20 inches space must be left in front of the units for access.