



10 Waterview Boulevard

Tenant Construction Work Procedures

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Tenant Construction Work Procedures

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OVERVIEW

These procedures have been developed by building management to provide information regarding tenant work in the building. The purpose is to facilitate the completion of projects in a timely and safe manner. It is the Tenant's responsibility to ensure that this information is included with the construction documents provided to their Contractors and Subcontractors (collectively, "Tenant's Contractors").

Tenant may use its own New Jersey licensed architect, but must use the Landlord's designated Mechanical, Electrical, and Plumbing (MEP) consultant in order to assure proper tie in of building systems such as HVAC, fire sprinkler, and fire alarms. Tenant's Contractors must be familiar with the information contained herein and have it in their possession while working in the Building. Tenant shall designate one Tenant Contractor individual as the single point of contact with the Landlord during construction activity.

PRE-CONSTRUCTION PROCEDURES

At least four (4) weeks before construction, Tenant should provide two (2) sets of drawings and plans (including Mechanical, Electrical, and Plumbing or MEP) to the Property Manager for approval. Written approval is needed from a before contracting any work.

Landlord's approval of the plans, specifications and working drawings for the construction work shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance with all laws, codes, rules and regulations of governmental agencies or authorities.

At least two (2) weeks before construction, schedule a pre-construction meeting with the Property Management Team to discuss procedures and coordination of the proposed construction work. The Property Manager must also approve your list of contractors and subcontractors, and Tenant must provide advanced notice of any contractor's involvement in a labor dispute.

The following documents must be completed and submitted to Landlord before commencement of construction (aside from change orders) and kept current as the work proceeds:

- Two (2) copies of all contract documents, including addenda and specifications of the proposed work must be submitted to Landlord for approval by Landlord. Copy of signed Tenant/Contractor Agreement and all executed change orders.
- Project directory listing the Architect, Contractor and Subcontractors.
- Certificates of Insurance for Tenant's Contractors evidencing the insurance coverage and naming of additional insured. The certificate of insurance must give sufficient coverage to ensure that any personal or damage claims shall be fully compensated. Landlord will provide minimum requirements regarding coverage and specific verbiage for naming of additional insured.
- Copy of building permit for work.
- Schedule of construction.

It is the sole responsibility of Tenant to contact local authorities, secure any necessary permits and inspections and to comply with any and all applicable codes and ordinances. Evidence of this shall be by copy of any building permit (s) or a letter from local authorities indicating that same is waived or not necessary, submitted to Landlord prior to commencement of any work. It is expected that Tenant's Contractors will abide by all applicable local codes, OSHA, NFPA, and EPA guidelines.

Landlord recommends that tenants purchase ENERGY STAR products when purchasing any kitchen or office equipment to promote energy conservation, assist in the reduction of operating expenses, and to help protect the environment.

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POST-CONSTRUCTION PROCEDURES

Scheduling Landlord Inspections

After all major construction is complete and before the ceiling tile is installed there must be a visual inspection of above ceiling/concealed construction by Landlord. This inspection shall not relieve Tenant's Contractors of their responsibility to comply with any construction documents or building codes. There should be a representative of the Tenant, Tenant's Contractors, Architect and Landlord present for such inspections.

After construction is complete and before Tenant occupies there will be a punch list produced by Architect.

Submittals

Upon completion of Construction Work and prior to final payment to Tenant of Improvements Allowance (if applicable), Tenant or Tenant's Contractors shall furnish Landlord with two copies of the following:

- "As built" set of drawings in AutoCAD format on disk and also hard copy and PDF showing all of the work in full detail. Such drawings shall include architectural, mechanical, electrical, plumbing and fire protection drawings for the Construction Work, dated and signed by the applicable Tenant's Contractor.
- Complete Test and Balance Report by an independent testing and balancing firm, not by the mechanical contractor for the Premises. Testing must be scheduled with the Lead Engineer well in advance of tenant occupancy so that deficiency items are resolved prior to move in.
- Copies of all equipment and maintenance manuals. Manuals shall include, but not be limited to, emergency instructions, spare parts listing, copies of warranties, wiring diagrams, recommended "turn around" cycles, inspection procedures, shop drawings, product data, and similar applicable information. Each manual of each set shall be bound in a heavy-duty, 3 ring vinyl-covered binder and shall include pocket folders for folded sheet information. Each binder shall have identification marked on both the front and the spine of each binder.
- Copies of any special guarantees or warranties required by the construction documents, and the names, addresses and telephone number of the entities providing the guarantees or warranties.
- Certificate of Occupancy.
- Typed electrical panel index installed in each panel.

BUILDING OPERATIONS

Use of Freight Elevators/Loading Dock

Tenant's Contractors may use only the freight elevator for transporting materials and tools to and from the Premises, and such use will not exceed the weight or capacity limitations of the elevator. Tenant's Contractors shall provide proper wall and floor protection and door and frame protection in the elevator cab and in common areas of the building during each use to protect against damage. Damages will be repaired at the Contractor's sole cost and expense. Wall and floor coverings shall be promptly removed by Tenant's Contractors when the freight elevator is not being used, unless otherwise approved by Landlord.

The freight elevator operates daily for the use by the tenants in the Building and for general Building operations. Unless otherwise approved by Landlord in writing, such approval not to be unreasonably withheld, no hoisting of construction materials is permitted during the day.

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The Building uses the freight elevator on a limited basis nightly for trash removal. Contractors may use the freight elevator during this time on a shared basis with the Building. Large deliveries must occur after normal business hours and be scheduled in advance. Special requests for after-hours use are granted on a first-come, first-serve basis, and must be scheduled through Landlord.

Parking is not permitted in the loading dock at any time.

Trash Removal

Tenant's Contractors are to provide trash removal service from areas in which Tenant's Contractors are working or storing materials on a daily basis. Tenant's Contractors shall be responsible for directly contracting for this service and for making payments and arrangements as necessary so that the Building's trash removal service is not burdened with extra expense because of the activities of Tenant's Contractors.

Tenant's Contractors shall accumulate their trash and construction debris in containers supplied by Tenant's Contractors and shall not permit trash or construction debris to accumulate within the Premises or in the corridors adjacent to the Premises or on the loading docks or sidewalks adjacent to the Building. If Tenant's Contractors fail to timely remove trash and debris, an extra charge to Tenant will be made for such removals on a time and materials basis.

Building trash bins and dumpsters are for Building use only. Any Tenant's Contractors trash found in the Building's dumpsters will be the cause for the entire dumpster being charged to the Tenant, without any exceptions.

Use of Building Facilities

Heating and air conditioning may not be provided if the Premises is open to the outside or if dust, odors, fumes and other debris would inhibit the normal circulation or operation of the Building or Premises. Tenant's Contractors should make provisions to accommodate for temperature changes if necessary.

Tenant shall cause the restroom facilities on their floors to be available for Tenant's Contractors and Tenant shall not permit contractors to use any other bathrooms in the Building. Restrooms shall not be used for any construction related activities such as washing paint brushes or tools. Tenant's Contractors will be responsible for any unusual or excessive soiling or damage. Prior to the commencement of Construction Work, Landlord and Tenant shall, promptly upon Tenant's written request, conduct a walkthrough together to identify any conditions existing in the restroom facilities prior to use by Tenant's Contractors.

Access to the janitor closet will be provided as necessary for cleaning of equipment and tools.

Tenant's Contractors shall take care not to clog drains or mar plumbing fixtures, including the janitor's closet basins, with construction debris or materials and shall be responsible for any repair costs.

Construction Entrances and Access Control

Tenant's Contractors shall use only such entrances and access ways as shall be reasonably determined by Landlord. All access for construction materials and labor shall be through the loading dock unless other arrangements are approved by Landlord.

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Building passenger elevators are specifically for tenants and visitors. Tenant's Contractor personnel are not permitted to use these elevators. Tools, materials, carts, etc., are not to be transported on these elevators but may be transported by the freight elevator or the stairs.

Landlord reserves the right to (i) issue ID tags to all personnel of Tenant's Contractors and require ID tags to be worn at all times in and around the building, and/or (ii) require all personnel of Tenant's Contractors to sign in and sign out each day. If at any time, Tenant's Contractors access to the Building causes unreasonable interference with any of Landlord's employees, agents, contractors, their subcontractors or others or if imminently threatened, Landlord shall have the right to prohibit Tenant's Contractors access to the Building upon not less than 24 hours written notice to the Contractor.

Keying & Security Guidelines and Construction Area

Tenant is responsible for providing temporary keys for Tenant's Contractors. With prior written approval from Landlord, Tenant's Contractors may sign out keys after hours from Landlord's management office or from another designee of Landlord.

Security for the construction area during construction work is the responsibility of the Tenant's Contractors. This extends to possession as well as the securing of the area upon completion of the work period. Keys to all temporary locking devices are to be provided to the Building Engineer.

Keys for all mechanical and electrical areas must be obtained from Landlord. Proper drawings and permits must be submitted, reviewed, approved, and filed with Landlord before any keys are issued. Failure to return keys daily, unless other arrangements are made with Landlord, will result in the key being considered lost.

Tenant's Contractors are responsible for all keys issued to them and Tenant may be charged for re-keying all locks associated with lost keys.

Electrical closets, communications closets, and slop sinks are to remain locked unless they are being used, in which event they must be secured at the end of each work day.

Base Building Protection/Utility Tie-ins

Tenant's Contractors shall protect all base building elements and all tenant improvements and equipment in other tenant premises from damage of any sort and shall promptly repair any damage caused in the course of performing their work.

The contractor must maintain the integrity of the building fire detection and alarm system at all times. Contractors must coordinate all work involving the Fire Safety System with the Building Engineer prior to the commencement of any work involving the system. All contractors must use extreme care not to set off any smoke detectors. All base building return air ducts, grilles, fan powered VAV box inlets and affected smoke detectors shall be sealed and protected with suitable materials provided and installed by Tenant's Contractors.

Requests for scheduling connections to the base building sprinkler system, plumbing systems, exhaust ducts, etc. are to be made in writing to Landlord or Building engineer.

No utilities (electricity, water, gas, and plumbing) or services to the Tenants are to be cut off or interrupted without first having obtained written permission Landlord or Building engineer.

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Prior to making any cores through the base building floor slabs, Tenant's Contractors shall layout such locations and request approval from Landlord for the final core locations. Any such requested approval of cores will include a certification from a Tenant-contracted Engineer that the proposed core will not materially adversely affect the Building Structure and Systems OR Landlord will require five (5) working days to arrange for x-raying the floor slab for all floor cores, such x-raying will be done at Tenant expense. Tenant's Contractors shall be responsible for any damage occurring as a result of the core drill.

No conduit or data/telco lines shall be tied directly to suspended ceilings. Grid work, existing or future hanger wires or HVAC. Conduit must be mounted directly to the deck above, hung with hangers from the deck or laid in cable trays installed as part of Construction Work.

Tenant's Contractors will provide access panels for items such as fan power boxes, shut-offs, life safety boxes and air dampers above drywall ceiling or in other inaccessible locations.

Safety Practices

All of Tenant's Contractors and their employees must follow the safety practices outlined by, but not limited to: their employer, Tenant's Contractors and OSHA. Tenant's Contractors are responsible for maintaining and enforcing their own safety rules and procedures. Under no circumstance will Landlord accept responsibility for monitoring general safety guidelines. The following guidelines for safety in the building should be followed by are not inclusive of safety practices required by law, or any other rules that may apply.

- Keep construction area as free of debris as possible.
- Keep chemicals secured in approved storage cabinets.
- Keep floors dry and clean.

Hard hats must be work at all times inside the construction area. A fully stocked and clearly marked first aid supply kit must be kept on the job at all times. Fully charged, appropriate fire extinguishers must be present on the job site.

Fire Protection

Modifications of any fire protection systems must comply with the plans approved by Landlord. All alterations to the Fire Alarm System, including the demo and new tie in, are to be completed by Landlord's approved vendor. Before any work may begin, Tenant's Contractors must complete a fire protection shutdown request and check in with the Building engineer who will isolate the floor on which the work is to take place.

All fire protection system work that is started on a given day must be completed by the end of that same day. Life-safety trouble alarms shall be cleared before the end of each day. Tenant's Contractors is responsible for coordinating this activity.

Tenant's Contractors shall be responsible for installation of heat and smoke detector if required by local jurisdictional authorities before tenant construction. Tenant's Contractors is responsible for fire safety including providing fire extinguishers during construction.

All penetrations are to be sealed with approved fire rated material as required by governing codes.

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No welding or any work that has the potential of activating the building fire/smoke detection system or has the potential of attracting outside attention may commence without first informing Landlord. It is mandatory that welding, torching, and soldering permission be obtained from Landlord prior to the start of work. Permission will be issued through Landlord or Building engineer.

Please supply the following information within the request:

- Your company name
- Nature of the job, i.e. welding, sweating water lines, etc.
- The firm, floor, and specific location of the work area
- The approximate time involved, start to finish

Plumbing

No plumbing shutdowns may commence without the Tenant's Contractors first informing Landlord or the Building engineer. Tenant's Contractors are responsible for coordinating this activity.

Hazardous Materials

In general, Avison Young enforces the procurement and installation of construction material which comply with the current LEED-EBOM standards and therefore any hazardous or environmentally harmful materials are prohibited. Contractor must supply a list of all hazardous materials and their locations as well as all MSDS sheets to Landlord or the Building engineer for approval prior to delivery onsite.

Contractor must properly mark and identify all containers containing chemicals and storage areas for these containers shall have MSDS sheets posted. Items requiring this marking are, at a minimum: paint, solvents, lubricants, cleaners, refrigerant, etc.

All paints, including latex enamel, finishing chemicals and cleaning solutions must be sealed when not in use. Contractor shall be responsible for containment, clean-up and repair of any damage caused by spills or leakage of material. Landlord shall have the right, but not the responsibility, to arrange for containment clean-up and/or repair at Contractor's sole cost if it determines in its sole opinion that the Contractor efforts in this regard are insufficient for the safety and comfort of others in the building.

Contractor shall report the presence of any material or assembly suspected to contain asbestos immediately upon discovery.

Construction Procedures

Tenant's Contractors will take appropriate measures as reasonably required by Landlord to temporarily screen the view of construction from public corridors.

The Building stairwell doors are not to be propped open or left ajar. Doors to the construction area shall remain closed at all times. The doors shall be equipped with lockets, closers and finish hardware.

Tenant's Contractors shall not install any identifying signage or advertising on any part of the Building or on the Premises, other than a permit card and project identification sign at a location agreed upon by Landlord and Tenant's Contractors. Any signage placed on the door shall be professional in appearance and subject to Landlord approval. Handwriting is not acceptable.

All work performed by Tenant or Tenant's Contractors shall be performed in a manner so as to avoid any labor dispute which may result in a stoppage or impairment of the work or of delivery services or any other services or operations in the Building, and in the event there shall be any such stoppage or

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impairment as a result of any such labor dispute, Tenant and Tenant's Contractors shall immediately undertake such actions as may be necessary to immediately eliminate such dispute of potential dispute.

Landlord expects Tenant's Contractors to maintain a clean and presentable space during construction. The corridors must remain neat and clean. Tenant's Contractors shall make the appropriate provisions to prevent construction debris from being tracked into the public areas and should promptly clean up any material tracked into any public areas.

The Construction Work shall be subject to observation by Landlord from time to time during the period in which such work is being performed.

Construction Cleaning

The floor of the construction area must be swept nightly at a minimum. Additionally, a thorough final cleaning including, but not limited to, cleaning of the following will be required before Tenant occupies space:

- Fluorescent light fixtures and lenses
- Windows, window sills and window mullions
- Doors and frames
- Work surfaces
- Wall base
- Carpet and other floor surfaces
- Blinds
- Smoke detectors

Tenant's Contractors are responsible for providing their own vacuum cleaners, cleaning supplies, etc. Building equipment and supplies are not for Tenant's Contractors use and will not be loaned. If any Tenant's Contractor is found using any building equipment, a fee will be assessed to the Tenant.

Construction Personnel Behavior

Tenant's Contractors shall be responsible for all its actions on-site. Any damages to Landlord's or any other tenant's property caused by Tenant's Contractors will be promptly repaired at no cost to Landlord. Tenant's Contractors shall maintain a site superintendent on-site at all times whenever Tenant's Contractors are working on the site. Such personnel shall be fully empowered to coordinate and authorize Tenant's Contractors to perform such work as necessary to enable the work to proceed.

The Building is a non-smoking building. Smoking is not permitted in restrooms, stairwells, corridors, elevators, tenant suites (including construction sites) or other public spaces. Tenant's Contractors' personnel will be asked to leave and will be escorted from the Building if found smoking in these areas.

Shouting or abnormally loud talking, crude, obscene, or otherwise disturbing language (i.e., "cat-calls") in the Building or parking areas is strictly prohibited. Tenant's Contractors' personnel violating this rule will be promptly escorted out of the Building.

Lunches and breaks are to be taken within the construction area in the Building. They are not to be conducted in elevator lobbies, corridors, stairwells or other public spaces. Without exception, no smoking, radios, boom boxes or Walkmen are allowed in the construction site during performance of any work.

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Storage of Material

Tenant's Contractors shall contain their storage of materials and their operations within the Premise and such other space as they may be assigned by Landlord. Should Tenant's Contractors be assigned space outside of the Premises, they shall promptly move out of such space, as Landlord shall direct, to avoid interference of delays with other work or activities within the Building.

The Building service corridor on the ground floor is not to be used for storage or extended staging. Landlord is not responsible for any items left in the corridor and any item left may be thrown out or relocated, the cost for which will be billed back to Tenant.

Material and tool storage may be available outside of the construction site. Landlord will determine availability and location at the time of request. Storage areas must be cleaned and returned in the same condition as before use by Tenant's Contractors.

Scheduling of Noisy or Odor Producing Work

Except as delineated elsewhere in this document, Tenant's Contractors' work shall be scheduled so that it in no way conflicts interferes with or impedes the quiet and peaceful environment of the other tenants in the Building. Any work that is in conflict with the other tenants in the Building will be rescheduled by the Tenant's Contractors to such dates or times as approved by Landlord. Any delay in the Construction Work caused by rescheduling will be at the Tenant's sole risk and will not result in any delay or Lease/Rent Commencement or Rent Abatement.

Any and all work that creates noise that can be heard in an adjacent tenant space or in any area of the Building other than the area under construction, including, but not limited to, concrete coring or sawing, hammering, drilling, shooting of ceiling hangers, cutting of pipes along the columns or within the concrete slab, shall be done after regular business hours or on weekends, or with the prior permission of Landlord, to avoid disturbing other tenants.

Painting (other than Latex enamel)/varnishing must occur after hours or suitable exhaust from the Building must be provided.

Any smoke, noise, or odor producing activities shall only take place with the express advance written consent of Landlord. Tenant's Contractors shall be held fully accountable for damage to the Building or to the other tenants in the Building due to excessive noise, fumes, fire alarms, etc., which are due to the actions of Tenant's Contractors. Without exception, no smoking, radios, boom boxes or walkmen are allowed in the construction site during the performance of Construction Work.

Scheduling of Demolition Work

Tenant shall have the right to perform all demolition work during Building Hours, provided that any portion of such work that is reasonably anticipated to disturb an adjacent tenant space or in any area in the Building other than the area of the Building under construction, including, but not limited to, concrete coring or sawing, hammering, drilling, shooting of ceiling hangers, cutting of pipes along the columns or within the concrete slab, shall be done after regular business hours or on weekends, or with the prior permission of Landlord, to avoid disturbing other tenants. Cleaning and dust control measures must be taken to prevent dirt and dust from infiltrating into adjacent tenant, mechanical or base building areas.

Temporary MERV 8 filters shall be installed on all return air grilles and ducts to prevent passage of dust into the HVAC system. **All demolition debris is to be removed from the building via exterior chutes.**

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Scheduling Work in Other Tenant Spaces

There will be no work within another tenant's space without first notifying Landlord or the Building engineer. Work in other tenants' spaces will require the presence of a security guard or Building engineer at the Tenant's Contractors' expense. All work required to be performed in other tenants' spaces (i.e., plumbing lines, HVAC ductwork, electrical conduit, etc.) shall be performed on weekends or after hours unless otherwise agreed to in writing by Landlord. Tenant's Contractors shall provide Landlord with a minimum of three (3) working days notice of the need for such afterhours work. Tenant's Contractors shall be responsible for any damage caused to another space or merchandise.

RECEIPT & ACKNOWLEDGEMENT SIGNATURES

TENANT:

Printed Name

Signed

Company

Date

TENANT'S CONTRACTOR:

Printed Name

Signed

Company

Date