

Building Rules and Regulations

Agreement for Interior Construction

Project: _____

Contractor / Sub-Contractors, Suppliers, Material Men, etc., shall be advised of the following building rules and regulations concerning their proper conduct within the building. All referenced material, labor, services, taxes, afterhours costs, shipping, permits, fees, or construction and / or other reference processes performed by Contractor, shall be hereinafter referred to as "Work." When AIA Document A107 is the contract, the "Owner," "Landlord," and "Building Management" may be one and the same.

It is the General Contractor's responsibility to ensure everyone reads and understands these rules and regulations. Ignorance of same is not a waiver of liability or responsibility. Failure to comply with any of these rules may result in your contract being canceled and / or your people being asked to leave the job site. The General Contractor is ultimately responsible for the conduct of his Sub-Contractors. The signature block on the last page of this Agreement shall act as the written approval and a representative of the Building Management has executed acceptance of all requirements after it.

Building Engineers on site are:

1. It is the intent of these Rules and Regulations to encompass all applicable labor material and equipment necessary to completely finish the Work described by Building Management in a workmanlike manner.

Where the Contractor wishes to make substitutions for items specifically called out on drawings, specifications, etc., Contractor shall submit in writing to the architect and / or Building Management: samples, technical data, performance data, etc., as required. Such material shall be submitted far enough in advance to allow time for review and written approval without causing delay in the Work. Any substitutions used without written approval shall be subject to rejection and replacement at Contractor's expense. The entire system to which the substitution applies and all Work installed in connection with the substitution must function as a unit as originally intended.

Contractor shall pay for cost of any change in Work due to improper checking and coordination by Contractor. Contractor shall also be responsible for all additional costs in the re-coordination of trades and replacement of material.

2. If the Contractor defaults or persistently fails and / or neglects to carry out the Work and / or correct any Work rejected by the Building Management, in accordance with the Contract Documents and / or Building Rules and Regulations Agreement, the Owner, after twenty-four (24) hours written notice to the Contractor, without prejudice to any other remedy he may have, may make good such deficiencies. Owner may also deduct the cost thereof including compensation for additional services made necessary from the payment then or thereafter due the Contractor. The Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and finish the Work by whatever method he deems expedient. If the remaining balance of the Contract Sum is greater than the expense of finishing the Work, the excess shall be paid to the Contractor. If the remaining balance is less than the expense of finishing the Work, the Contractor shall pay the difference to the Owner.
3. Prior to starting any work in the building, Contractor, at its sole expense, should have a current Policy of Public Liability Insurance naming [OWNER], the tenant if applicable, and CBRE as additionally insured, on file with the Management Office. Policy will insure against loss, injury, death or damage of persons or property, including the premises and the building arising out of such Work, with the limits of not less than \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. Building Management based on the nature of the Work being performed may increase said amount. Also, Contractor must keep current insurance certificates on all Sub-Contractors. Any Contractor / Sub-Contractor performing work found not to have current insurance will be immediately ordered off the premises. General Contractors shall list the following as additionally insured:
4. Contractors working in or about the property must have prior written approval from the Building Management before any type of Work may commence. A list of subcontractors must be listed in the Security Department and proper notice will be given to the building engineers before construction begins. Any persons not on the approved Contractor list will be denied access to the property – no exceptions. This list will include phone numbers and contacts for each Contractor / Sub-Contractor, including home and emergency telephone numbers.
5. An initial walk through of the job will be conducted prior to construction. The Contractor's superintendent, the building engineer and security will review rules and regulations, as well as check for existing conditions of the premises.
6. Prior to the commencement of Work, the Contractor shall provide Building Management with a projected schedule showing the major items of Work with the dates of their start and finish with significant milestones for Management to inspect. A projected date of final completion shall also be included. This date shall be the time when all trades have completed their Work, the suite has been Certified by the City as ready for occupancy, and the job is ready to be turned over to the tenant or Building Management.
7. All Contractors must be licensed in the state in which the Work is performed, and have work experience in commercial properties. Written documentation / certification and previous job references are required prior to the commencement of any type of Work.

8. Where applicable, permits must be obtained from the City Building Department or other governing agency prior to the commencement of Work. Permits must be posted at the job site in accordance to the governing body. All construction Work will require a permit. An officer of CBRE must approve any exceptions in writing. Approval of drawings, details, schedules, etc., by the Building Management shall not relieve the Contractor from the responsibility for compliance with local, county, state or federal laws, rules, ordinances, or Rules and Regulations of commissions, boards, or other authorities having jurisdiction.
9. All Contractors shall keep the premises and improvements free and clear of all liens arising out of or claimed by reason of any Work performed, materials furnished or obligations incurred. The Contractor is responsible for the payment of all bills for labor and materials furnished by, or to the Sub-Contractors and himself on this project, and the Contractor will also deliver to the Owner a Waiver of Liens from himself and each of his Sub-Contractors, if any, and at such time he will certify that he is submitting such lien waivers for all Sub-Contractors involved.
10. No one shall be allowed to endanger the buildings, its premises or its occupants in any manner whatsoever. If such a situation occurs, the Contractor, Sub-Contractor, supplier, etc. shall immediately take steps to correct and eliminate the hazardous condition. In the event that the Contractor's personnel fail to perform in a satisfactory manner, the Building Management reserves the right to immediately take steps to remedy the hazard at the Contractor's expense.
11. It is imperative that good business / professional conduct be maintained by all Contractors' personnel while they are on the property and that they are properly dressed for the environment they are working in and the job being done. Contractor shall not employ any unfit person or anyone not skilled in the task assigned to him. Respect must be shown to the building tenants at all times. Rude and obscene behavior, including foul and abusive language, will not be tolerated. Offenders will be asked to remove themselves from the premises and shall not be permitted to return.
12. Contractor is not permitted to post any sign on the job site advertising the name of the Contractor or Sub-Contractor.
13. All Contractors' personnel will enter and exit through a designated entrance and possibly a designated freight elevator. Use of building main floor, lobbies, or elevator lobbies is prohibited for storing material even on a temporary basis. Specific building moving and freight policies are established and must be reviewed with Building Management. Where applicable such freight policies may include fines for breaking such policies.
14. The Building Management prior to the commencement of the project must approve hours in which the Work will commence and end each day. No variation to the agreed upon hours will be permitted unless authorization is obtained from the Building Management. The Contractor's Rules and Regulations as stated herein will further limit hours. Building Management must be notified of "after hours" Work in advance. (See Security Access Instructions for details) "After hours" work is defined to be before ____am and after ____pm. All Contractors working over the weekend and after the normal hours shall provide the Management Office a list of workers prior to the worker being on site or they will be denied access. The list should also include an estimated time the Contractors will be working, the location of the work to be done and a 24-hour emergency contact for the Supervisor of the Work.

15. All deliveries are to be accepted, moved and delivered to the contracted suite by 8:00 a.m., stocking will not be allowed during business hours. When accepting deliveries, Masonite must be laid to protect floor finishes. It is the Contractor's responsibility to keep public areas clean at all times.
16. All construction waste and debris shall be removed between the hours of 6:00 p.m. to 8:00 a.m. No construction waste or debris may be placed in the building dumpster / compactor. The Contractor will provide for removal of waste and debris from the building at his own expense. If a dumpster is required (space allowing), the location shall be authorized by the Building Management and will meet the Management's standard relating to safety and aesthetics daily. It will be the responsibility of the Contractor to keep the area around the container neat and orderly daily. It will be important to assure that a trail of debris is not left between the Work area and refuse container.
17. Construction personnel shall at all times maintain the highest level of project cleanliness. All construction debris shall be removed through the service elevator or stairs on a daily basis and shall never be allowed to produce a fire hazard. In the event that the Contractor fails or refuses to keep the demised premises free of accumulated waste, the Management Office reserves the right to enter said premises and remove the debris at the Contractor's expense. In addition, all public areas, i.e., corridors, Restrooms, janitor's closets, etc. shall be maintained and kept free of construction debris, dust, etc.

Specific Restrooms will be designated for Contractor use. Anyone found using Restrooms other than specified, or janitorial closets will be subject to dismissal. No one is permitted to use the janitorial closets without Management's permission. Upon completion of each tenant improvement, the Contractor will be responsible for restoring the facility to its original state. All carpeted corridors will be protected by carpet mask (Polytech brand only) flush with the base., from the point of entry to the job site to the Restroom. Walk-off mats will be placed at all locations where Contractors enter public areas of the building. These walk-off mats will be maintained and cleaned daily, or more frequently if required, so that construction material is not transferred unto any other areas of the building. Any flammable or hazardous materials (i.e., paint) may only be stored on premises with permission of the Management Office who shall designate an area for such storage.

18. Pre-filters shall be installed over all return air openings on floors under construction. If building filters or equipment require replacement or cleaning due to construction dust, the Contractor will be charged.
19. The Contractor should cover air transfers when working next to tenanted space to control the transmission of dust and dirt. Covering must be removed at the completion of daily construction. Keep all tenant entrance and exit doors closed to restrict the movement of dust or dirt. Close off temporary openings with polyurethane. Due to local fire codes, no openings may be made on a tenanted floor to the corridor unless the door will be made on a tenanted floor to the corridor doors must remain closed unless materials are being delivered. All HVAC filters in fan rooms shall also be delivered in operable condition at time of completion (thus a temporary filter should be added to the existing filter).

20. Electrical Panels must be closed up at the end of each working day. (Interior panels can be covered or barricaded). Doors to all electrical rooms must remain locked when not occupied or protected by barrier. No storage is allowed in the electrical room. DO NOT TAPE OVER LOCKS TO LEAVE DOOR OPEN OR USE ANY MECHANICAL DEVICE TO PROP OPEN. REPEATED VIOLATIONS WILL BE FINED \$150.00 PER EVENT.

INITIAL ____

21. Any and all safety equipment, such as traffic control, flagmen, barricades, rigging, fire extinguishers, first aid supplies, etc., as may be necessary or required by any agency having jurisdiction, shall be the sole responsibility of and at the expense of Contractor. It is the responsibility of the Contractor to protect all individuals surrounding the Work area. All liability shall be the responsibility of the Contractor. Contractor / Sub-Contractor shall inaugurate and maintain an accident prevention program and an employee safety-training program. Proof of compliance with Cal OSHA rule SB198 shall be maintained and followed. All employees on the job, regardless of whose direct payroll they are on, shall be required to respond to safety instructions from the Contractor's supervision. Persons who do not respond shall be removed from the job.
22. All Contractors are to take precautions to prevent the accidental tripping of the fire alarm system. The smoke detectors must be covered during working hours and uncovered at the end of the working day.

False alarms shall be fines at: First Offense: \$200
 Second Offense: \$300
 Third Offense: \$500

INITIAL ____

23. No gasoline operated devices, i.e., concrete saws, coring machines, welding machines, etc., shall be permitted within the building premises. All work requiring such devices shall be by means of electrically operated substitutes.
24. All approved gas and oxygen canisters shall be properly chained and supported to eliminate all potential hazards. At the completion of use, said containers shall be removed from the building.
25. Please contact the Management Office to schedule work on the following building systems: 24-hours in advance (Any disruption of services will be scheduled at the Management Office's discretion.)
- a. Domestic water.
 - b. Fire alarm or speaker.
 - c. Electrical tie-ins to base building or the addition of equipment to any area other than the tenant suite except sub panels located within the tenant premises.
 - d. Sprinkler system.
 - e. Any work that will take place outside the demised tenant space.
 - f. Any tie-ins that may effect other tenant spaces.

Note: If a utility or building alarm is turned off for Contractor's work, Contractor must notify the Management Office upon completion so the system can be turned back on as soon as possible.

26. Construction personnel are not permitted to block open stairway doors. These doors provide the fire protection required by code. Continued violation of this provision shall be subject to a \$_____ fine. Janitorial doors shall be kept closed at all times on occupied tenant floors.

INITIAL ____

27. No graffiti or vandalism will be tolerated. Any individual caught in the act shall be immediately removed from the premises and will not be allowed to return. In addition, all repairs will be at the Contractor's expense.
28. No tobacco smoking or chewing will be permitted in the building. No radios or other sound producing equipment will be permitted in the building.
29. Since Work will occur while other businesses in the building are operating, noise is a major consideration. Therefore, excessive noise, which may disturb tenants, will force us to halt Work temporarily. No hammer drilling, core drilling or any tenant disturbances will be allowed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. It is the responsibility of the Contractor to instruct all construction personnel that noise will be minimized at all times. The Building Management shall determine acceptable noise level.
30. Wet paint sign must be posted in all public areas when appropriate.
31. The odors, which arise when various construction procedures are done, can cause discomfort to the tenants of the building. Examples of these odor concerns are carpet adhesive, wallpaper sizing, wood stains and finishes and painting. (Specified Paint is Frazee Environcoat or the equivalent) These activities which sometimes produce odor problems for tenants in the building will be done during evening non-business hours, as approved by the Building Manager. Also, the engineering staff should be alerted to arrange for added ventilation.
32. Contractor shall provide temporary electrical devices within the demised premises for their Sub-Contractor's use. Contractor will not be permitted to run extension cords through public space on occupied floors or through occupied tenant spaces.
33. The Contractor shall use reasonable measures to minimize energy consumption in the construction area when possible. The Contractor shall pay for all utility consumption during the construction process. All lights and equipment must be extinguished at the end of the Contractor's business day. In the event that the Contractor continues to leave lights and equipment on during off-hours, the Management Office reserves the right to receive just compensation for excessive electrical consumption.
34. Contractor / Sub-Contractor may park in designated spaces only. Any vehicles found in unauthorized spaces will be subject to posted parking rates. Specific instructions should be obtained from each Building Management.
35. No work is to be performed, nor materials stored in any area other than suite under construction without prior written authorization. No staging of trucks or materials will be allowed areas that may affect traffic flow to the adjoining properties.
36. Rubber wheels are required on all vehicles transporting materials in the Building.

37. All equipment and material will be designed and attached for seismic loading in accordance with governmental agencies having jurisdiction over the work.

38. The following briefly describes the standard billing provisions, unless specified otherwise in the tenant lease, the following format will be followed:

- a. _____ shall submit, within _____ calendar days of execution of this agreement, a schedule of values for contractor work broken down by trade, quantity of items and subcontractor.
- b. _____ shall, once a month, submit a copy of the payment request accompanied by unconditional lien releases from the general contractor and all subcontractors who have previously filed preliminary notices with an acceptance letter of completed work from _____. A copy of the schedule of values must support each request.

39. Security Deposit in the form of a “Cashier’s Check” or a “Company Check” in the amount of \$3,000.00 (*Three Thousand Dollars*) will be required from the Tenant’s General Contractor (TGC) at the time of the Pre-construction Meeting to ensure payment for any damages to the Landlord’s or other tenants’ work.

- i. Landlord may, but is not obligated to, complete any punch list items remaining after thirty (30) days of issuance of the punch list to TGC and deduct cost of completion plus a twenty-five percent (25%) administration charge from the deposit.
- ii. Costs or damages are not limited to the deposit amount. If the TGC draws upon fifty percent (50%) of the deposit amount, Landlord may require additional funds to bring the unused portion back to the original deposit amount.
- iii. An accounting will be provided for funds deducted from the deposit. All unused funds will be refunded to the Tenant or TGC as applicable, after all punch list items are completed and final documentation has been received.

By executing this Agreement, the Contractor represents that he has or will, prior to commencement of Work, determine and verify all field measurements, field construction criteria, materials, catalogue numbers and similar data and that he has checked and coordinated all drawings, specifications, etc.

The Contractor accepts and is willing to perform all Work in a workmanlike manner and in accordance with standard practice. Any extra cost based on drawings or changes shall be brought to the attention of Building Management in writing and if not mentioned, it will be assumed that no extra cost is involved for making a change, deviation or omission from the original drawings, details or specifications.

The undersigned acknowledges receipt and acceptance of the Contractor's Rules and Regulations as stated. The undersigned will take full responsibility for:

1. Communicating Rules and Regulations to all Contractor's personnel and Sub-Contractors;
2. Enforcing Rules and Regulations in regards to employees of Contractor and Sub-Contractors.

Signed By: _____
(Contractor)

Date: _____

Title: _____

Company: _____

Sign By: _____
(Authorized CBRE Representative)

Date: _____