

# WATERFRONT PLAZA

## **RULES AND REGULATIONS FOR CONTRACTED SERVICE PERSONNEL**

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### **I GENERAL**

- A. All General Contractors, sub-contractors, tenants of the building, and suppliers of material are hereinafter referred to as "Contractor(s)". Contractors working in or about the property must have prior written approval from the Owner before any type of work may commence.
- B. All Contractors must be licensed in the state in which the Work is being performed, be bonded and have working experience in commercial properties.
- C. 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 with the requirements of the applicable governing body. All construction work will require a permit. Any exceptions must be approved in writing by Owner.
- D. All Contractors shall keep the premises and improvements free and clear of all liens arising out of or claimed by reasons 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 Contractors and itself on this Property, and the Contractor shall also deliver to the Owner an appropriate Waiver of Liens (or other similar form as is required by applicable state law) in duplicate from himself and each of the Contractors involved.
- E. Upon completion of Work, and prior to final payment, Contractor shall furnish to Owner:
  - 1. A copy of permit and all approval tags and/or signatures as provided by the governing body.
  - 2. All waivers of lien applicable to the Work.
  - 3. Certificate of Occupancy if applicable.
  - 4. All manufacturers warranties on material equipment if applicable.
- F. It is imperative that good business/professional conduct be maintained by all Contractor's personnel while they are on the Property and that they are properly dressed for the environment they are working in and the job is being done. Contractor shall not employ any unfit person or anyone not skilled in the task assigned to him.
- G. Owner reserves the right to bar any individual from the Property as a result of their inappropriate behavior or workmanship while on or about the Property.
- H. The Owner shall have the option to call a meeting with the Contractor to reiterate and enforce the rules and regulations listed within this Agreement.
- I. Approval of drawings, details, schedules, etc., by Owner 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.

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### II. CONSTRUCTION SCHEDULE

Prior to the commencement of the Work, Contractor shall provide Owner with a projected schedule showing the major items of Work with the dates of their start and finish with significant milestones for architect's inspection and certification. A projected date of final completion shall also be included. This date shall be the time when all trades have completed their work and the Suite or completed job is ready to be turned over to the tenant or Owner.

### III. HOURS

- A. Hours in which the Work will commence and end each day must be approved by Owner prior to the commencement of any Work. No variations to the agreed upon hours will be permitted unless prior authorization is obtained from Owner.
- B. Hours will further be limited to the Contractor's rules and regulations as stated herein.
- C. Owner must be notified of all "after hours" work at least twelve (12) hours in advance.

### IV. ELEVATORS

- A. All Contractor's personnel will enter and exit through a designated entrance and possibly designated freight elevator. Use of the 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 Owner. Where applicable, such freight policies shall be included with all Contracts being executed.

Elevators shall be used strictly between the freight entrance and the floor on which work is occurring.

No elevator will be placed on independent operation by the Contractor without prior approval by Owner.

- B. Items which exceed the weight limit of the elevator must be disassembled and transported in sections, or they will not be allowed in the building. Contractor shall contact Owner if there are any questions concerning the weight capacity of the elevator.
- C. Items which require the removal of the elevator ceiling panels as a result of their size must be approved by Owner at least 24 hours in advance. This will allow for sufficient time to contact the elevator company to ensure their presence when the items are transported in the elevator. Any expense incurred by the elevator company shall be charged to the Contractor.
- D. The freight elevator is available for use Monday through Friday in accordance with the hours indicated on the freight policies established for the Property. Its use must be coordinated with the other contractors and all Contractors shall attempt to minimize conflicts. The freight elevator is available at other times with prior approval by Owner. During peak usage

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- E. times (i.e. lunch hours), the priority is for tenant use and Contractors shall avoid using the freight elevators during such times.
- F. Freight and Contractor's material is not allowed on passenger elevators.

### V **NOISE AND ODOR RESTRICTION**

- A. Since work will occur while other businesses in the building are operating, noise is a major consideration. Therefore, excessive noise which may disturb tenants may force us to halt work temporarily. If a specific task, such as core drilling, rotor hammering, Hilti-shots, etc. involves making disruptive noises, it will be necessary for the Contractor to make arrangements for these tasks to be done between 6:00 p.m. and 7:00 a.m. on weekdays and /or during weekends or as specifically posted by Owner. Fire and Life Safety equipment must be tested after hours.
- B. It is Contractors responsibility to instruct all construction personnel that noise shall be minimized at all times. Radios and tape recorders are not allowed on the job site.
- C. Acceptable noise levels shall be determined solely by Owner.
- D. Smoking is not permitted on jobsites.
- E. 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 adhesives; wallpaper sizing; wood stains and finishes; and painting. Air spraying is strictly prohibited. These activities which sometimes produce odor problems for tenants in the building shall be done during evening non-business hours, as approved by Owner.
- F. Certain buildings use a common return air plenum for HVAC. It is the Contractor's responsibility to install temporary filters on the return airducts to control potential dust damage to air handling equipment. The Contractor must also ascertain times that the central air handlers are not used.
- G. Should any tenant complain about the noise being excessive or odors causing discomfort, the Contractor will be required to halt that specific construction activity until after hours on weekdays or perform the Work on weekends. Failure on behalf of the Contractor to comply will result in job shutting down with no extension to the completion deadline nor waiver of any penalties associated with such deadline.

### VI **DAMAGE TO PROPERTY**

- A. It is the Contractor's responsibility to assure that no damage is done to the Property by its employees, subcontractors or agents acting on behalf of the Contractor.
- B. The Contractor shall assume the financial responsibility for repairing any damage to the Property, resulting directly or indirectly from the acts of the Contractor, or his
- C. subcontractors. If Contractor waives his right to a walk-through prior to the commencement of Work, then Owner shall be the sole judge of damages incurred.

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- D. It is the Contractor's responsibility to provide walk-off mats at the jobsites. The location of the walk-off mats shall be determined by Owner. The acceptability of the location(s), type and size of walk off mats shall be solely determined by Owner. At a minimum, walk-off mats will be placed at all locations where Contractors enter public areas of the building. Walk-off mats will be maintained and cleaned daily, or more frequently if required, by the Contractor so that construction material is not transferred into other areas of the building.
- E. It is the Contractor's responsibility to provide, when necessary, elevator padding to protect all inside surfaces of the elevators.
- F. It is the Contractor's responsibility to provide plastic barrier walls for dust proofing existing improved areas.

### VII PARKING

- A. Contractors and subcontractors shall be required to park in designated locations as identified by Owner.
- B. Contractors not engaged directly by Owner will be required to pay for parking. Arrangements may be made for weekly invoices.
- C. Parking tickets from the visitor parking lots will be validated at the Owners office or in the engineering office during business hours, which are 8:00 a.m. to 5:00 p.m. It is recommended that you appoint an individual to collect all parking tickets to be validated on a daily basis.
- D. Contractor's personnel driving away from the Property without a validation ticket or paying the parking charges may be refused entry onto the Property the following day.
- E. The Contractor must verify the weight load restrictions of all decks and parking surfaces.

### VIII TRASH

- A. It is the responsibility of the Contractor to provide refuse disposal containers at its own cost. These containers will be placed in designated locations and must meet Owner's standard relating to safety and aesthetics. It will be the responsibility of the Contractor to keep the area around the container(s) neat and orderly on a daily basis, and to assure that a "trail" of debris is not left between the Work area and the refuse container(s).
- B. The building trash containers are not to be utilized by the Contractor without prior permission from Owner. A fee will be assessed to the Contractor for use of these containers, based on a proportion of the contract price.
- C. It shall be the responsibility of the Contractor to assure that at all times public hallways, staircases and elevators are kept clean, neat and in an acceptable manner for normal tenant use.

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- D. The Contractor is required to frequently clean up and remove from the Work area, all refuse, rubbish, scrap material and debris. Should Owner find it necessary to clean up after the Contractor, whether it be in the Work area, or in public areas of the Property, all expenses related to the clean-up will be charged to the Contractor.
- E. The food and break areas will be designated by Owner prior to the commencement of construction.
- F. All construction spraying areas will be designated by Owner and will be kept clean at all times.

### **IX SAFETY**

- A. Any and all safety equipment, such as barricades, rigging, fire extinguishers, first aid supplies, etc., will be provided by the Contractor and shall comply with all applicable laws, rules and regulations. It is the responsibility of the Contractor to protect all individuals surrounding or coming into the Work area.

### **X RESTROOMS AND SERVICES**

- A. Owner will designate the janitorial rooms for water and equipment clean-up. The Contractor is responsible to clean the walls and floors after use. Should location of either power or water be such that Contractor deems it necessary to install additional service at a location other than provided by Owner, then the expense of this relocation will be paid for by the Contractor.
- B. Owner will provide restroom facilities for Contractor's use. Contractor shall be responsible for any damage or extra cleaning necessary which is caused by Contractor or its employees, sub-contractors or agents.
- C. The Contractor or sub-contractors are not allowed to use any phones in tenant suites. Local calls may for business or personal emergencies may be made from Management office during business hours or from the security guard desk after business hours. All other phone calls must be made from public pay phones.

The Contractor takes full responsibility for:

- 1. Communicating these Rules and Regulations to all Contractor's employees, agents and subcontractors;
- 2. Enforcing these Rules and Regulations in regard to employees, agents and subcontractors of Contractor and Sub-contractors.