

## PACIFIC CENTER

### CONTRACTOR/VENDOR RULES AND REGULATIONS

1. **SECURITY** - Contractor, Subcontractors and Materialmen shall check in daily with the Building Security Officer. Construction personnel are not to remain in the building after work hours. Contractor shall provide the Building Manager with a list of emergency contacts for Superintendent, Project Manager, and contacts for all Subcontractors.
2. **SAFETY** - All Contractors will be held responsible for compliance with all O.S.H.A Rules and Regulations. Contractor must have a state approved safety program and provide a copy of this program to the Building Manager if requested. Contractor shall provide adequate protection against personal injury to employees, occupants and the general public while the work is in progress.
3. **PERMITS** - Permits and licenses necessary for the execution of the work shall be secured and paid for by the Contractor unless otherwise notified.
4. **BUILDING USE** - The Contractor shall confine his use of the premises to the designated construction area so as not to interrupt other tenants.
5. **USE OF ADJACENT SPACE** - Contractor, Subcontractors and Materialmen must arrange access to adjacent tenant lease space with a minimum of 24 hours advance arrangement with Landlord's Agent.
6. **ELEVATORS** - All construction materials, tools, and trash are to be transferred to and from the construction floor via the freight elevator ONLY. All Contractor, Subcontractor and Materialmen personnel shall use the freight elevator ONLY. Freight elevator and lobby shall be cleaned after each use by the Contractor.
7. **COMMON AND OTHER TENANT AREAS** - The Contractor shall carefully protect all walls, doors, jambs, carpets, floors, furniture, and fixtures, and shall repair or replace damaged property without cost to the building Owner. This applies to loading docks, elevators, corridors, lobbies, and tenant suites.
8. **WATER AND ELECTRICITY DURING CONSTRUCTION** - Sources of water and electricity will be furnished to the Contractor without cost in reasonable quantities for use in lighting, for portable power tools, drinking water, water for testing and other such common usages during construction. HVAC will be supplied upon Contractor's request. The contractor shall make all connections, furnish any necessary extensions, and remove same upon completion of work.
9. **BUILDING UTILITIES** - The Contractor shall not disable, interrupt or test any building utility or system without prior arrangement with the Landlord's Agent. The Contractor shall be responsible for any stoppage, interruption or failure of building services, utilities or incidental damages to the building during the course of the work being performed as a result of his performance of the Work.
10. **STORAGE OF MATERIALS AND TOOLS** - All materials are to be stored at the Job Site or in designated storage areas. No materials are to be stored in corridors or in public areas. The Landlord's Agent may provide minimum secured storage for materials with prior arrangement, but will not be responsible for the security or safety of said materials.
11. **SANITARY FACILITIES** - The Contractor shall use only those facilities specifically designated by the Management Office.

12. **DUSTY WORK** - Contractor shall notify the management office prior to commencement of extremely dusty work (sheetrock cutting, sanding, extensive brooming, etc.). Failure to make such notification will result in the Contractor absorbing any costs to return any damaged equipment to proper condition.
13. **NOXIOUS ODORS** - Contractor shall submit manufacturer data on all products with the potential to cause noxious odors or fumes **before** use. Those products deemed detrimental to the office environment must be used under controlled conditions with proper ventilation and any necessary personal protection provided after normal working hours. Failure to coordinate the use of such products **in advance** with the Building Management shall result in removal of the Contractor from the Project. All claims for injury and damage as a result of the Contractor's use of such products shall be the Contractor's sole responsibility to defend.
14. **WORK APPROVAL** - All drawings, subcontractors and materials must be approved through the Management Office prior to the start of construction. Contractor shall retain a set of approved plans, which has been signed by the Property Manager.
15. **DISPOSITION OF MATERIALS** - Any and all existing materials removed and not reused in the construction, except as directed by the Management Office, shall be disposed of by the Contractor as waste or unwanted material. All salvageable items removed during the course of construction that are to be reused in the Work are to be stored and protected by the Contractor. Appropriate credits shall be applied to the contract amount for reused materials. All salvageable materials and items of value, as determined by the Building Manager, that are not to be reused in the Work, shall remain the property of the Building and shall be stored as directed by the Building Manager. Assume, unless otherwise directed, that all doors, frames, hardware, light fixtures, supply and return registers, appliances and fire-life-safety equipment will need to be stocked by the Contractor in a location directed by the Building Manager.
16. **GENERAL CLEAN-UP** - The Contractor shall at all times, on a day to day basis, keep the site free from accumulations of waste materials, debris, dust or rubbish caused by his employees or work. No trash or excess materials are permitted to remain on, in, or around the jobsite. Trash shall be promptly disposed of in bins or by truck provided by the Contractor, and not staged or stored at the jobsite or in any public or adjacent areas, nor disposed of in the building's trash receptacles. At the completion of the work, Contractor shall remove from the site all his tools, scaffolding, surplus materials and debris. Contractor shall take all necessary precautions to, at all times, prevent tracking of dust or other residue through corridors, elevators, lobbies or exterior walks, roads, and parking lots.
17. **TOOL CLEAN UP** - Tool clean up is permitted in the janitorial/utility closets ONLY. No clean up is permitted in the building rest rooms.
18. **WORKING HOURS** - Delivery of materials and use of loading dock must be scheduled with the Landlord's Agent prior to receipt of materials. Delivery of materials from the loading dock into the building must be restricted to either before or after business hours.

Building Hours:	Monday - Friday Saturday	8:00 AM to 6:00 PM 9:00 AM to 1:00 PM
Loading Dock and Freight Elevator Hours:	Monday - Friday Saturday	6:00 AM to 11:30 PM 1:30 PM to 4:00 PM

Note: Other hours of access are available with prior arrangement.

19. **PARKING** - Parking for all personnel must be arranged prior to commencement of work, and will be provided in designated areas only. Vehicles in unapproved areas will be subject to citation and towing without notice. Any costs assessed by the garage parking operator are the sole responsibility of the Contractor.
20. **NOISE** - There are certain operations that must be performed outside of normal hours to prevent the interruption of normal business operations. (Normal hours 8:00 A.M. to 6:00 P.M.). These are:
  - a. Drilling or cutting of the concrete floor slab.
  - b. Drilling or cutting of any concrete structural member.
  - c. Use of screw guns
  - d. Any work where machine noise or vibration may disrupt normal office procedures.
21. **WORKMEN DRESS AND CONDUCT** - No abusive language or actions on the part of the workers will be tolerated. Contractor personnel will display a courteous demeanor towards tenants, customers, visitors and general public. Contractor, subcontractors, and materialmen will be appropriately dressed to work in an office environment: shirts with sleeves (T-shirts with company name are acceptable), pants (no shorts), work shoes with socks, and whatever other clothing as may be appropriate. No torn or worn-out clothing is permitted. It will be the responsibility of the General Contractor to enforce this regulation on a day to day basis.
22. **CONTROLLED SUBSTANCES** - Alcoholic beverages, drugs or any other controlled substances are not to be brought into, or consumed in the building. Personnel appearing to be under the influence of a controlled substance will not be allowed to remain in the building. **Violation of this regulation may subject this Contract to immediate cancellation.**
23. **POSTING OF RULES AND REGULATIONS** - A copy of these rules and regulations, acknowledged and accepted by the General Contractor, must be posted on the jobsite in a manner allowing easy access by all workers. It is the General Contractor's responsibility to instruct his, and all subcontractor workers, to familiarize themselves with these rules.
24. **EXISTING CONSTRUCTION** - All work includes replacing, patching and finishing all adjacent surfaces or features displaced or disturbed in the performance of the work such as, but not limited to: acoustical tile, topset base, cove base, floor coverings, paint, etc. Upon completion of the work, there shall be no discrepancy between the new work and the existing work.
25. **OCCUPIED PREMISES** - The work area may be occupied during construction, which may require the Contractor to move and relocate furniture, files, machinery or equipment during construction. Upon the completion of the work, the Contractor is to return all items relocated during the work to its original location.
26. **FLAMMABLE AND COMBUSTIBLE LIQUIDS** - The following guidelines shall apply to all work performed in the order in which they are listed:
  - a. The Contractor shall make every effort to use alternate non-flammable and/or non-combustible liquids whenever possible.
  - b. If alternate liquids are unavailable for the work to be performed then the feasibility of removing the work from the building and performing it in an off-site shop shall be investigated.
  - c. If the requirements of (1) or (2) above cannot be implemented and the work must be performed in-place using flammable or combustible liquids, then the Contractor shall submit a formal Flammable Liquids Work Procedure to the Property Manager for review.

The Contractor shall submit a Flammable Liquids Work Procedure for any work to be performed using flammable and/or combustible liquids to the Property Manager for review with their Regional Manager. **Work shall not proceed without specific approval of the Work Procedure from the Regional Manager.** The procedure shall include the following key elements as a minimum:

- a. Intended use - Description of work to be performed.
  - b. Handling of material - To include type of packaging, size (volume) of containers, transfer from container to container, etc.
  - c. Actual method of use - Application methods, brush, spray, rag, etc.
  - d. Assignment of dedicated fire watch with adequate fire fighting equipment.
  - e. Manufacturer's instructions for use.
  - f. Ventilation of area where material to be used, extractors, etc.
  - g. Use of signage and barricades.
  - h. Emergency phone numbers (call out list).
  - i. Material Safety Data Sheets (MSDS) for all material used. Procedure should specifically address the following sections of the MSDS:
    - 1) Section IV - Fire and explosion hazard data.
    - 2) Section VII - Precautions for safe handling and use.
    - 3) Section VIII - Control measures.
  - j. The storage of flammable and/or combustible materials. This shall be addressed in one of the following manners listed in order of preference:
    - 1) Remove all materials from site at end of each work day.
    - 2) Store on property in flammable material storage room, if available.
    - 3) Store in approved flammable material safety locker on site.
  - k. As an attachment to the procedure the Contractor shall submit an affidavit stating that they have a safety and hazard communication program, with training, as required by OSHA.
27. **NO SMOKING, RADIOS, PETS, CHILDREN** - No smoking, radios, children or pets are allowed within the construction area of the building.
28. **FIRE SPRINKLERS** - All work on the fire sprinkler systems must be coordinated with the Office of the Building or the Chief Engineer, to allow taking the fire life safety system off line while work is being performed.
29. **COORDINATION WITH CHIEF ENGINEER** - All work that may alter the base building (such as coring or cutting of the structure or flooring) or the mechanical, electrical or plumbing system must be coordinated with the Chief Engineer.
30. **WORKMAN EATING LOCATIONS** - Workman shall not be permitted to eat in a tenants lunchroom or breakroom, nor will they be allowed to eat in the plaza areas in the front of the buildings.

31. **CLOSE OUT PACKAGE** - Prior to final payment, Contractor shall submit “as-built” drawings, warranties and guarantees, operations and maintenance manuals, Department of Building & Safety approved drawings, a signed final inspection card, a completed signed off punch list, an air and water balance report, and “Final Release of Liens” for the GC and all subcontractors and suppliers that have filed Preliminary Notices.

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Acknowledged and Accepted by (Contractor)

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Date