

Park Tower - 980 9th Street
Building Policies for Construction

Revised February 16,
2021

Contractors, subcontractors, suppliers, and materialmen shall be advised of the following construction rules and regulations concerning their proper conduct within the building. All referenced material, labor, services, taxes, after hours costs, shipping, permits, fees or construction and/or other reference processes performed by Contractor, shall be hereinafter referred to as "Work." All Work performed under the contract shall be at the risk of the Contractor, until accepted by the building/construction manager, owner and tenant (if applicable).

It is the General Contractor's responsibility to ensure everyone reads and understands these Building 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 cancelled and/or your people being asked to leave the job site. General Contractor is ultimately responsible for the conduct of their subcontractors. The signature block on the last page of this Agreement shall act as written approval and a representative of the building management team has executed acceptance of all requirements after it. Building Engineer onsite is Keith Ray.

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

Contractor shall be responsible for examination of project site, Work to be performed and all related documents. It is the Contractor's responsibility to bring to the architect's attention to any discrepancies on plans, specifications and site conditions. Failure to notify will result in the Contractor having complete knowledge of the conditions encountered, character, qualities and quantities of Work to be performed and material to be furnished as to all requirements of the contract. Contractor shall pay for the cost of any change in Work due to improper inspection and coordination by Contractor. Contractor shall also be responsible for all additional costs in the re-coordination of trades and replacement of material.

Where Contractor wishes to make substitutions for items specifically called out on drawings, specifications, etc., Contractor shall submit in writing to architect and/or Building/Construction Manager samples, technical data and performance data, 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.

2. If Contractor defaults or persistently fails and/or neglects to carry out the Work and/or correct any Work rejected by Building/Construction Manager, in accordance with contract documents and/or Building Rules and Regulations Agreement, the Building/Construction Manager may, after twenty-four (24) hours written notice to Contractor, without prejudice to any other remedy they may have, may make good such deficiencies. Building/Construction Manager may also deduct the cost thereof

including compensation for additional services made necessary from the payment then or thereafter due Contractor. Building/Construction Manager may terminate contract and take possession of site and of all materials; equipment, tools, construction equipment and machinery thereon owned by Contractor and finish the Work by whatever method they deem expedient. If the remaining balance of contract sum is greater than the expense of finishing the Work, excess shall be paid to Contractor. If the remaining balance is less than the expense of finishing the Work, Contractor shall pay the difference to Owner.

3. Prior to starting any Work in the building, Contractor, at its sole expense, must have a current policy of general liability insurance on file with Building/Construction Manager and Tenant (if applicable). Contractor shall also provide a current copy of a separate endorsement listing **Prime US-Park Tower, LLC** (Owner), and **Cushman & Wakefield, U.S., Inc.** (Building Manager) as additionally insured on file with Building/Construction Manager and Tenant (if applicable). Building/Construction Manager may increase amounts as necessary based on the nature of the Work being performed. Contractor must keep current insurance certificates on all subcontractors. Any Contractor/Subcontractor performing Work found not to have current insurance will be immediately ordered off the premises.

Upon Notification from building management, Contractor shall furnish the following items prior to commencement of construction:

1. Insurance endorsements
2. Contractor's license number
3. Complete list of subcontractors working on the job
4. One (1) complete set of plans stamped with City's approval

Contractors working in or about the property must have prior written approval from Building/Construction Manager before any type of Work may commence. A list of subcontractors must be on file Building/Construction Manager **at least 24 hours before** any type of Work begins. Any persons not on the approved Contractor list will be denied access to property - **no exceptions**. This list must include phone numbers and contacts for each Contractor/Subcontractor, including home and emergency telephone numbers. Contractors arriving or leaving the building are required to check in and out with the security officer on duty.

4. All General Contractors and Subcontractors are responsible for supplying their tools as well as the following materials to the construction site: ladders, industrial vacuum, protection for hallway carpet from suite to freight elevator and public restrooms and passenger elevator lobby if accessible.
5. All Work performed under contract shall be at the risk of the Contractor until accepted by Building/Construction Manager.
6. An initial walkthrough of the job will be conducted prior to construction. Contractor's project manager or superintendent will review rules and regulations, as well as check for existing conditions of premises.

7. Prior to commencement of Work, Contractor shall provide Building/Construction Manager with a preliminary schedule, including the projected completion date.
8. All Contractors must be licensed in the state in which Work is performed, and have experience working within occupied commercial properties. Written documentation / certification and previous job references are required prior to commencement of Work.
9. Where applicable, permits must be obtained from the City building department or other governing agency prior to commencement of Work. Permits must be posted at the job site in accordance to the governing body. All construction Work requires a permit. Approval of drawings, details and schedules by Building/Construction Manager shall not relieve 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.
10. All Contractors shall keep 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. Contractor is responsible for payment of all bills for labor and materials furnished by or to Subcontractors and him/herself on this project. Contractor will also deliver to Building/Construction Manager lien waivers for him/herself and each Subcontractor, if any, and at such time certifying he/she is submitting such lien waivers for all Subcontractors involved with project.
11. No one shall be allowed to endanger the building, its premises or its occupants in any manner whatsoever. If such a situation occurs, Contractor, Subcontractor(s) and Supplier(s) shall immediately take steps to correct and eliminate the hazardous condition. In the event Contractor's personnel fail to perform in a satisfactory manner, building management reserves the right to immediately take steps to remedy the hazard at Contractor's expense.
12. It is imperative good business/professional conduct be maintained by all Contractors' personnel while they are onsite and they are properly dressed for the environment they are working in and the job being performed. Contractor shall not employ any unfit person or anyone not skilled in the task assigned to them. Respect must be shown to building tenants at all times. Rude and obscene behaviour, including foul and abusive language, will not be tolerated. Offenders will be asked to remove themselves from premises and shall not be permitted to return.
13. Contractor is not permitted to post any sign on the job site advertising the name of Contractor or Subcontractor.
14. Contractor's worker access is limited to the passage via the loading dock and freight elevator. Contractor's workers are not allowed in the building main lobby or on any floor other than the floor on which Work occurs. All tools, supplies equipment and building material must enter the building through loading dock and freight elevator. Removal of trash must also be made through this route. Freight elevator must be cleaned after each use. **PASSENGER ELEVATORS ARE NOT TO BE USED BY CONTRACTORS AT ANY TIME. STAIRS ARE TO BE USED ONLY FOR BUILDING EMERGENCY CONDITIONS, ACCESS BETWEEN FLOORS IS NOT ALLOWED.** All deliveries are to be accepted, moved and delivered to the project location by 8:00 a.m. or after 6:00 p.m. Monday through Friday; stocking will not be allowed during business hours. Building/Construction Manager will identify designated unloading and staging areas. All materials unloaded at these areas are to be moved into the building

immediately. Any variance from this schedule must have prior approval of management. Use of freight elevator on weekends and after normal business hours must be arranged through Building/Construction Manager at least 72 hours in advance. When accepting deliveries, Masonite must be laid to protect floor finishes and cardboard corner guards must be applied to outside corners of walls leading to project location. Walk off mats are to be provided by Contractor and changed frequently so as to remain clean. It is Contractor's responsibility to keep public areas clean at all times.

15. Contractor shall neatly replace, patch and finish all adjacent surfaces of features displaced or disturbed in performance of alteration Work such as, but not limited to, wall penetrations, acoustical tile, t-bar grid, rubber base, floor covering, paint, wall covering, fire caulking and Monokote fire proofing. Upon completion of work, finishes shall match within building and industry standards.
16. Contractor shall notify building management for afterhours Work scheduled, to ensure programming of afterhours lighting.
17. All salvageable items removed during Work shall be reused whenever possible and proper credits should be applied. All salvaged items of value, as determined by Building/Construction Manager, not reused for the project shall remain onsite and stored as directed by Building/Construction Manager.
18. Prior to project commencement, Building/Construction Manager must approve start and end times each day. No variation to the agreed upon hours will be permitted, unless approved in advance. Building Rules and Regulations as stated herein will further limit hours. Building/Construction Manager must be notified of "afterhours" Work in advance (see security access instructions for details). "Afterhours" Work is defined as: before 8:00am and after 6:00pm. All Contractors working over a weekend, or before/after normal business hours, must provide Building/Construction Manager a list of workers prior to their start time. If the list is not provided in advance, they may be denied access when they arrive. The list should include their start and stop times, the location of the Work and 24-hour emergency contact information for their supervisor.
19. All construction waste and debris shall be removed between the hours of 6:00pm to 8:00am. No construction waste or debris may be placed in the building dumpster / compactor. Contractor will provide for removal of waste and debris from the building at their own expense. If a dumpster is required (space permitting), location shall be authorized by Building/Construction Manager and will need to meet building standard relating to safety and aesthetics daily. It will be the responsibility of the Contractor to keep the area around container neat and orderly and Contractor must ensure a trail of debris is not left between Work area and container.
20. Construction personnel shall at all times maintain the highest level of cleanliness. All construction debris shall be removed through service elevator on a daily basis and shall never be allowed to produce a fire hazard. **In the event the Contractor fails or refuses to keep the premises free of accumulated waste, Building/Construction Manager reserves the right to enter said premises and remove debris at Contractor's expense.** In addition, all public areas including corridors, restrooms, and janitor's closets shall be maintained and kept free of construction debris and dust. Specific restrooms will be designated for Contractor use. Anyone found using restrooms other than those specified will be subject to dismissal. No one is permitted to use janitorial closet without

Building/Construction Manager permission. Upon completion of each project, Contractor will be responsible for restoring facility to its original state. All carpeted corridors will be protected by carpet mask (Polytech brand only), from point of entry to job site and to restroom. Walk-off mats will be placed at all locations where Contractors enter public areas of the building. These walk-off mats must be maintained and cleaned daily or more frequently if needed, to ensure construction dust is not transferred to other areas of the building. Any flammable or hazardous materials (i.e., paint) may only be stored onsite with permission from the management team. Management will also designate an area for such storage.

21. **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 for such cleaning.

22. **The Contractor is to cover air transfers when working next to occupied space in an effort to control transmission of dust and dirt.** Covering must be removed at the completion of Work each day. Keep all tenant entrances and exit doors closed, in an effort to restrict movement of dust or dirt. Close off temporary openings with polyurethane. 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 existing filter).

23. 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 electrical rooms. Use of tape over locks or any mechanical device to prop doors open is prohibited and repeat violations will be fined **\$150.00 PER EVENT. Electrical Panels must be properly labelled with correct circuit information at completion of Work – NO EXCEPTIONS.** INITIAL_____

24. Any and all safety equipment, including traffic control, flagmen, barricades, rigging, fire extinguishers and first aid supplies, as may be necessary or required by any agency having jurisdiction, shall be sole responsibility of and at expense of Contractor. It is the responsibility of the Contractor to protect all individuals in and around the Work area. Contractor / Subcontractor(s) shall maintain accident prevention and employee safety-training programs. Proof of compliance with Cal OSHA rule SB198 shall be maintained. All employees on the job, regardless of whose direct payroll they are on, shall be required to respond to safety instructions from Contractor's supervision. Persons who do not respond shall be removed from the job.

25. All Contractors are to take precautions to prevent accidental tripping of fire alarm system. **Smoke detectors must be covered during working hours and uncovered at the end of each work day.**

False alarms shall be fined to Contractor at:	First offense:	\$200
	Second offense:	\$300
	Third offense:	\$500
INITIAL_____		

26. No gasoline operated devices, i.e., concrete saws, coring machines, welding machines, etc., shall be permitted within building premises. Work requiring such devices shall be done by means of electrically operated substitutes.
27. 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 premises.
28. Contractor shall notify a member of the management/engineering team, at no less than, **24-hours in advance** to schedule Work on the following building systems:
 - i) Domestic water
 - ii) Fire alarm or speaker
 - iii) Electrical tie-ins to base building, or addition of equipment for areas other than tenant suite, except sub-panels located within tenant premises
 - iv) Sprinkler system
 - v) Any Work taking place outside occupied tenant space
 - vi) Any tie-ins affecting other occupants within building

Any service disruptions must be approved by and coordinated with Building/Construction Manager at management's discretion. **All Work on the fire sprinkler/life safety system must also be coordinated with the engineering team to take the life safety system offline while Work is being performed and back online after Work is performed, on a daily basis.**

Note: If a utility or building alarm is turned off for Contractor's Work, Contractor must notify the Building/Construction Manager upon completion so the system can be restored as soon as possible.

29. Construction personnel are not permitted to block open stairway doors. These doors provide fire protection required by code. Continued violation of this provision shall be subject to a \$150.00 fine. Janitorial doors shall be kept closed at all times on occupied tenant floors. **INITIAL**_____
30. No graffiti or vandalism will be tolerated. Any individual caught in the act shall be immediately removed from premises and will not be allowed to return. In addition, all repairs will be at Contractor's expense.
31. No use of tobacco will be permitted in the building.
32. No radios or other sound producing equipment will be permitted in the building.
33. Contractor and subcontractors shall not use tenant lounges, eating or kitchen areas or be permitted to eat lunch in plaza or planter areas around the building.
34. Since Work will occur while other businesses in the building are operating, noise is a major consideration. Excessive noise that may disturb tenants will force Work to be halted and re-scheduled after-hours. No hammering, core drilling, or use of power tools during building hours of 8:00am and 6:00pm, Monday through Friday. It is the responsibility of the Contractor to inform all construction personnel of these hours. Building/Construction Manager determines what is considered an acceptable noise level and has the right to stop Work at any time.

35. Wet paint signs must be posted in all public areas, when appropriate.
36. No Work involving fumes or odor-producing products such as adhesive, wallpaper adhesive, wood refinishing products, paint, primer or sealants shall be permitted or undertaken in occupied areas during regular business hours or just prior to operating hours. These activities can produce problems for occupants in the building. In all cases where Work involves toxic fumes, Proposition 65 and all other required warnings shall be prominently posted at Work site. The verbiage and location of these warnings shall be approved by the building management in advance. The Contractor is also to supply building management with all applicable Material Safety Data Sheets.
37. Contractor shall provide temporary electrical devices within Work premises for Subcontractor use. Contractor is not be permitted to run extension cords through public space on occupied floors, or through occupied tenant spaces.
38. Contractor shall use reasonable measures to minimize energy consumption in Work area when possible. Building shall pay for normal electrical consumption during the construction process. All lights and equipment must be extinguished at the end of workday. In the event Contractor continues to leave lights and/or equipment on during off-hours, Building/Construction Manager reserves the right to receive compensation for excessive electrical consumption.
39. No parking is permitted in the loading dock or library lane area. Any vehicles found in unauthorized spaces will be subject to posted parking rates. Specific instructions should be obtained from Building/Construction Manager.
40. No Work is to be performed, nor are materials to be stored in any area other than Work area without prior written authorization. No staging of trucks or materials will be allowed in areas affecting traffic flow to adjoining properties.
41. Rubber wheels are required on all vehicles transporting materials in the building.
42. All equipment and materials will be designed and attached for seismic loading in accordance with governmental agencies having jurisdiction over Work.
43. Upon completion of Work, Contractor is to provide Building/Construction Manager with a close-out package; including permits and "as-built" plans. These plans should include, but are not limited to, architectural, mechanical, electrical, plumbing, fire sprinkler, fire life safety and an HVAC balance report. **All plans must be submitted in PDF and on a CD.**
44. Prior to progress payments being made, Contractor is to provide Building/Construction Manager with conditional lien releases covering labor and material for portions of Work completed. Prior to final payment, Contractor will be required to submit unconditional final lien releases covering labor and material, along with any warranties and guarantees applicable to project. By executing this Agreement, the Contractor represents he/she has or will, prior to commencement of Work, determine and verify all field measurements, field construction criteria, materials, catalogue numbers and similar data and he/she 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/Construction Manager in writing or it will be assumed 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 Building Rules and Regulations as it relates to construction, as stated. The undersigned will take full responsibility for:

1. Communicating Building Rules and Regulations to all Contractor's personnel and Subcontractors.
2. Enforcing Building Rules and Regulations with employees of Contractor and subcontractors.

Please sign and return to the building Construction Manager, or member of the management team.

Signed by:	_____
	Contractor
Date:	_____
Title:	_____
Company:	_____
Signed by:	_____
	Authorized Agent for Owner