

**LNR WARNER CENTER
CONTRACTOR RULES AND REGULATIONS
AND CONDITIONS FOR CONSTRUCTION**

1. **INTRODUCTION**

These construction parameters outline for all general contractors, subcontractors and vendors the basic guidelines for construction activities within the LNR WARNER CENTER project for all work performed whether it is constructed or supervised by the Owner, the project's General Contractor or the Tenant directly. Violation of these rules and regulations may cause the Owner to stop work from continuing. As used herein, the term "Contractor" shall mean any contractor, subcontractor, vendor, employee or agent employed directly or indirectly by the Tenant, Owner or General Contractor. The terms "Management Office" and "Building Office" shall be used interchangeably. For purposes of construction, communications with the Owner will be through their managing agents, Hines Warner Center LP.

2. **REQUIREMENTS PRIOR TO BEGINNING WORK**

Construction work will not be permitted to commence until the lease between the Owner and Tenant is fully executed, the Owner has reviewed and approved all construction documents ("Final Plans") and the Tenant has deposited with Owner any monies required to be deposited under the lease. In addition, prior to the commencement of any construction, the following documents must be fully executed and on record with the Owner:

- a. The contract between the Tenant and its Contractor for any work not contracted directly with Owner, if Tenant intends to make a claim for reimbursement under its tenant improvement allowance.
- b. Copies of all permits required by any governmental agencies for completion of the work.
- c. An original "stamped" set of Los Angeles City approved construction documents.
- d. Certificates of insurance, together with a waiver of Owner's liability (see Item 5f).
- e. A letter of indemnification.
- f. A letter from the Contractor providing a deficiency "punch list". This punch list shall include any and all items found damaged in the work space (or corridors leading to) prior to work being commenced. The contractor will be held responsible for repair of any damage found after the completion of its work, which is not noted on this listing.

- g. Signature of Property Management's selected review architect, for concept-only approval directly on the drawings.
- h. A letter from the Contractor listing contact names for each vendor/subcontractor involved with the work along with normal business and emergency telephone numbers.

3. **CONTRACTORS DUTIES AND STATUS**

The Contractor accepts the relationship of trust and confidence established between him and the Tenant and the Owner. He covenants with the Tenant and the Owner to furnish his best skill and judgment and to cooperate with the Architect in furthering the interests of the Tenant and the Owner. Contractor agrees to furnish efficient business administration and to use best efforts to furnish at all times an adequate supply of workers and materials, and to perform the work in the best way and in the most expeditious and economical manner consistent with good workmanship, sound business practice and the best interests of the Owner. Except as expressly authorized in the Contract Documents, the Contractor has no right or authority of any kind to act as the representative of or on behalf of the Owner. Contractor is an independent contractor and not an agent of the Owner. Daily face-to-face contact with the Management Office for the building is advised to keep the communication up to date.

It is the responsibility of the contractor's superintendent to obtain the signatures of all trade foremen on the last page of this document.

4. **WORKING HOURS AND SECURITY**

- a. All work is to be performed within hours discussed with the Owner. Additionally, some work processes are restricted because of disturbances to surrounding tenants as listed below.

Contractor must provide the names of any subcontractors scheduled to work outside of the hours of 7:00 a.m. and 6:00 p.m. These names will then be included in the after-hours access list allowing security to give access to the area of construction.

- b. Whenever Contractor will use construction methods that will result in prolonged loud noise (such as, but not limited to, coring, jack hammering or hammering carpet tack strips) such activities will be limited to a time agreed to by the Landlord and Tenant. These activities may be conducted at other than these hours only by permission of the Owner.

- c. The use of combustible or odorous glues, lacquers, door finish and some paints is limited to after 6:00 p.m. or on weekends. The Management Office must be advised in advance so that the work can be discussed and scheduled.

5. GENERAL CONDITION ISSUES

a. Supervision and Construction Procedures

Contractor shall supervise and direct the work using its best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract.

b. Labor and Material

Unless otherwise specifically agreed to in writing, Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment, and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work.

c. Permits, Fees and Notices

Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work, which are applicable at the time the work begins.

Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. Contractor shall arrange for the Fire Life Safety test with the proper governmental authorities prior to tenant move-in and as required, with prior notification to the Management Office.

d. Superintendent

Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the project site during the progress of the work. The superintendent shall be satisfactory to Owner and Tenant, and shall not be changed except with the consent of Owner and Tenant, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in its employ.

e. Protection of Persons and Property

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall

take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- 1) All employees on the job site and all other persons who may be affected thereby;
- 2) All the work and materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of its vendors, subcontractors or sub-subcontractors; and
- 3) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal or replacement in the course of construction.

Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing conditions and progress of the work. All reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards.

Masonite must be placed on the arcade travertine at the service entrance during material delivery. No pallet jacks (even those with rubber wheels) are allowed on the travertine. Masonite must also be placed on the VCT in the service corridor inside the buildings. The arcade columns should be protected vertically if large items are to be delivered. Check with the Management Office if in doubt.

f. Contractors Liability Insurance

Contractor shall purchase and maintain such insurance as will protect Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract, whether such operations be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts of them may be liable:

- 1) Claims under workers' compensation, disability benefit and other similar employee benefit acts;
- 2) Claims for damages because of bodily injury, occupational sickness or disease, or death of its employees;
- 3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;
- 4) Claims of damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and

- 5) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

The insurance required above for bodily injury liability and property damage (including automobile insurance) shall be written for not less than a combined single limit of **\$2,000,000**, or as required by law, whichever is greater.

Such insurance shall name Hines Warner Center LP as Additional Insureds. Certificates of Insurance acceptable to the Owner must be filed with the Owner prior to commencement of work. A copy of a "sample certificate" may be obtained in the Management Office.

These certificates must contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the Owner.

Contractor must waive all rights against Hines Warner Center LP as Managing Agents for damages caused by perils required to be covered by the foregoing insurance and Contractor shall require similar waivers from any and all subcontractors.

g. Documents and Samples at the Site

Contractor shall maintain at the site for Owner one record copy of all Drawings, Specifications, Addenda, Change Order and other Modifications, in good order and marked currently to record all changes made during construction. Also, approved Shop Drawings, Product Data and Samples shall be available to Owner, Architect and Tenant and shall be delivered to Owner upon completion of the Work.

h. Responsibility for Damage

- 1) Should Contractor wrongfully cause damage to the work or property of the owner or Tenant, or to other work on site, Contractor shall promptly remedy such damage as directed by Owner.
- 2) Should Contractor cause damage to the work or property of any Subcontractor, sub-subcontractor or separate contractor, Contractor shall upon due notice, promptly attempt to settle such matter or otherwise resolve the dispute. If such Subcontractor, sub-subcontractor or separate contractor sues Owner or Tenant on account of any damage alleged to have been caused by Contractor, Contractor shall pay or satisfy it and shall reimburse Owner or Tenant for all attorney's fees and court costs which Owner or Tenant incurred.

6. INDEMNIFICATION

Contractor must indemnify and agree to hold Hines Warner Center LP as Managing Agents, and their respective agents, officers, and employees, harmless from all loss, cost, liability, damage or expense by reason of damage to the property of others or personal injury, including death, which may arise from the Contractor's operations in the building, whether by the Contractor or any subcontractor or anyone directly or indirectly employed by either of them.

7. RECORD DRAWINGS

Tenant is required to provide Owner record drawings including electrical, mechanical, plumbing and sprinkler drawings for all work permanently in place. Provisions shall be made in the Contractor's agreement to allow for the creation of these documents. Additionally, copies of all City of Los Angeles "signed off" inspection cards shall be submitted to Owner as part of the record drawing set.

8. TRADE JURISDICTION

Contractor shall properly assign the work to be performed to appropriate personnel so as to properly execute the work in accordance with local jurisdictions (unions), if applicable. In the event of conflict due to jurisdictional dispute, Contractor shall take immediate and appropriate action to see that there is no work stoppage due to the conflict of jurisdiction. Should conflict interfere with other building operations, Owner reserves the right to stop Contractor's work until such problems are resolved.

9. SALVAGEABLE MATERIALS

Contractor shall return to Owner all salvageable materials removed from any existing permanent work. These items are to be stored by Contractor at a location determined by the Owner.

Additionally, reusable carpet excess should be submitted to the Owner for Owner's storage and potential reuse.

10. PROVISION OF TEMPORARY UTILITIES

a. Power and Lighting

Owner will provide, at its expense, power at the main electrical panel on each floor. Contractor will be responsible for providing, at its expense, cable extensions and for making connections to the floor electrical panels for temporary

- 3) Contractor is responsible for “bagging” the smoke detectors at the beginning of the workday and removing the protection at the end of each day. Method/type of “bagging” is to be determined by Management.
- 4) Contractor’s superintendent will meet daily with the building engineer at the fire control room of the appropriate building at approximately 6:15 a.m. to verify that the appropriate devices are off line and to confirm any activity that will take place that day.
- 5) Before 3:00 p.m. the engineer is to be notified by the supervisor (through the lobby ambassador or the Management Office) so that the engineer can walk the premises to check for unbagged smoke detectors and general fire/life safety conditions.
- 6) Contractor is responsible to schedule the fire/life safety inspection with the Los Angeles Fire Department and will contact the building’s fire protection company and the building engineer to have then present during testing. At least twenty-four (24) hours notice must be provided prior to any testing. If the system does not pass, appropriate repairs will be made and the test rescheduled again with twenty-four (24) hours notice to the appropriate parties.
- 7) Any false alarms resulting from the Contractor’s failure to adhere to the above procedure will result in a \$250.00 charge from Hines Warner Center LP in addition to any charges received from the Fire Department.
- 8) Contractor will direct subcontractors to contact the Management Office to coordinate with engineering their request for draining and later refilling the riser system by 4:00 p.m.
- 9) Contractor has responsibility to double-check fire/life safety wiring at any demolition location to prevent accidental disruption.
- 10) These procedures are for normal construction circumstances. Unique and/or special situations will be addressed as they arise.
- 11) Forty eight (48) hours written advance notice to Hines Warner Center LP. Engineering is required for the following:
 - a. Cutting into main ducts, water lines, or existing power lines; temporary disconnection of any meter or fire sprinkler; or movement of any air handling equipment, thermostat, etc.

- b. Use of toxic materials or offensive odor producing materials. Include method of ventilation and how adjacent areas will be protected. Use of toxic materials will require after-hours work.
- c. Any core drilling. If this work is above or below existing tenants, work must be scheduled through the Landlord. All core drilling must be evaluated and approved by the Contractor's structural engineer with submittal of building Chief Engineer for written approval.
- d. Any welding or dust-related work requiring the covering of smoke detectors. (No contractor shall remove or disconnect any smoke detector/life safety equipment.) All covered smoke detectors must be uncovered at the end of the workday. Any detectors found covered after work hours will be restored (uncovered) by engineering at the contractor expense. Twenty-four (24) hours prior to cutting brazing and welding operations, the Building Office must be notified in writing. It is required that at least one fire control person armed with a fire extinguisher be present while work is being performed. An additional fire control person is required for any blind areas, such as opposite side of wall of a floor below for slab penetrations.

11. ELEVATORING, HOISTING AND DELIVERIES

a. General Usage

All Contractor materials and workmen shall be transported using the service elevator. Under no circumstances will the general elevator systems be used for material or workmen.

During the hours of 8:00 a.m. to 6:00 p.m. Monday through Friday, the service elevator (or elevator designated by Management) shall be restricted to use for the movement of workmen, tools and light materials only. During this time period, stocking of major materials will not be allowed. Use of the service elevator will be shared with other Contractors working in the building. All movement of construction personnel will be through the service entrance of the building rather than through the front lobby doors.

b. Stocking and Material Movement

Stocking and material movement shall be accomplished after hours only (before 8:00 a.m, and after 6:00 p.m. Monday through Friday). The service elevator must

be reserved through the Management Office and shall be allocated on a first come first served basis.

Masonite must be placed in the path of travel throughout the interior of the building and wherever travertine flooring occurs on the exterior. For light loads, rubber wheels on carts are sufficient. Deliveries and work shall be scheduled in advance with the Management Office.

12. DELIVERIES AND ON-SITE STORAGE

a. General

The Contractor shall deliver materials to the job site in order to provide for the proper execution of its work in a continuous fashion.

Contractor shall be responsible to provide adequate protection as required for public and private property, utilities and materials and shall be responsible for the safety of workmen in accordance with the applicable codes, laws and regulations of governing agencies having jurisdiction. Any damages caused by the Contractor's negligence shall be corrected by the Contractor in a manner approved by the Owner and/or the City of Los Angeles at the Contractor's expense.

b. Staging

Contractor may stockpile material only in areas approved by Owner. If materials are stockpiled in unapproved areas which create interference or obstruction with the work of others, or if overloading of the rated capacity of the structural slab occurs, such material must be relocated by the Contractor at its expense. The use of "staging areas" outside of the demised area of the Tenant's space shall be allowed only with prior approval of the Owner and shall be restricted to that zone and time period authorized by the Owner in writing. These areas must be vacated and left in "like new" condition at the end of such a period.

13. CLEAN-UP AND RUBBISH REMOVAL

Contractor shall at all times keep the project free from accumulation of waste material or rubbish caused by its employees or its subcontractors. Cleanup and rubbish removal shall occur on a daily basis to the satisfaction of the Owner. Contractor is responsible for providing its own means of trash disposal and shall not be allowed to use the Owner's dumpster systems. If bins are allowed to be placed in the loading dock areas, they are to be emptied on a regular basis and never allowed to overflow. Trash is to be placed in the bin during non-business hours only, and no off-site trashing will be permitted during

business hours. Bins are to be marked with the Contractor's name. Coordination of placement of bins should be done through the Management Office.

All core elements, including the restrooms, elevator lobbies and public corridors, shall be kept clean at all times. When Contractor requires the use of these areas, provisions must be made for the proper protection of existing premises to prevent damage or excessive wear. Dampened walk-off mats are required for workers to wipe their feet.

At the end of construction, job-site clean up shall include cleaning of all light fixture lenses of construction dust.

14. RESTROOMS

Contractor shall not be allowed to use the restroom facilities. A portable restroom facility shall be provided, at the expense of the Contractor. The location for the temporary restroom facility will be designated by the Management Office.

15. PARKING

Parking will be provided free of charge to employees of Contractor who shall comply with such parking rules and regulations as Owner may establish. The loading dock shall be used to unload equipment and materials only; no prolonged parking.

Locations of parking spaces should be coordinated with the Management Office. Prior to the first day of construction, please obtain parking passes that are to be used by all construction personnel to leave the parking structure at the end of each day. "Oversized" parking spaces are also available and location should be coordinated with Management. Height determination is the responsibility of the vehicle driver.

16. MISCELLANEOUS

- a. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ unfit person or anyone not skilled in the task assigned to Contractor. Contractor shall restrict access of its personnel to the areas of its work within the building. Workers are not to be permitted on floors not involved in the work, and, at no time, shall workers be allowed on other occupied floors or the main lobby areas of the buildings.
- b. Radios, tape decks or other amplified sound equipment is not allowed.
- c. No writing or drawing on walls in construction areas or any other place on site.
- d. Extension cords shall not be placed across walkways and/or corridors.

- e. Refrain from loud or obnoxious behavior.
- f. Food and/or wrappers shall be dispensed of in trash receptacles and not thrown on the floor.
- g. No abusive language.
- h. No alcohol or drugs.
- i. No smoking or drinking in public areas. No smoking in construction areas, elevators, restrooms or any other areas of the Building.
- j. No standing in lobbies. Vendors and Contractors must use the service elevator at all times.
- k. No riding in passenger elevators; any violators of this rule will be removed from Building.
- l. No use of radios in areas which are accessible to the public, or from which the public may hear them being played.
- m. No excessive noise that may disturb neighboring tenants during normal business hours.
- n. No offensive odors (painting, gluing, etc.) during normal business hours.

Owner or Manager reserves the right to add other restrictions to those listed above as may be deemed necessary to provide for the comfort and safety of the tenants.

