



SPECIFICATIONS FOR GENERAL CONTRACTORS

PERFORMING CONSTRUCTION IN THE BUILDING

1. Prior to commencement of construction, Contractor must provide the Landlord with:

- A. An original Certificate of Insurance issued by the insurance carrier naming Owner and Managing Agent as additionally insured. See enclosed COI Sample.
- B. Executed contract with Schedule of Tenant Improvements
- C. Building permit (Unless already provided by Tenant)
- D. Occupational license for County
- E. Certificate of Competence
- F. Original Certificate of Insurance issued by the insurance carriers for all subcontractors.

2. Upon completion of the job, the Contractor will provide the Landlord with:

- A. As-built plans for all the discipline.
- B. Release of liens for all sub-contractors.
- C. A final release of lien from the General Contractor.
- D. General Contractors Final Affidavit.
- E. The original building permit plans with the original inspector's signatures.
- F. Certificate of Occupancy.
- G. Recorded Notice of Termination from Notice of Commencement.
- H. Warranty for any equipment provided.

3. The Contractor will be responsible for:

- A. Security of materials or work in place.
- B. Air conditioning work being properly performed to allow for proper cooling of the Leased premises with all air conditioning work done in coordination with the building engineering staff.
- C. Warranty repairs.
- D. Window or other breakage during construction.

4. If a Tenant Improvement Allowance or concession is provided by the Landlord:

- A. The Contractor will be required to submit a bid analysis of the contract price to the owner per the proposal format.
- B. Any excess tenant improvement cost will be paid by the Tenant to the landlord according to the Lease Agreement.
- C. Periodic draws on a percentage completion basis will be submitted to the owner for payment. Such draws will indicate the Architect certification of the percentage completion of each item in the bid. Analysis. Draws may not be submitted more frequently than once a month.
- D. Payment of any draw will be subject to the Landlord's and Tenant's representative agreeing to the degree of completion. A percentage (10%) of each draw will be held as a retainer until the job is completed, including punch list items, releases of lien, and acceptance of the work by the Tenant and landlord. The retainer will be paid thirty (30) days after completion and acceptance of the space by both the Tenant and Landlord.

5. The Contractor will:

- A. Secure the necessary building permits and inspections (Unless provided by Tenant).
 - B. Indemnify and hold harmless the Owners, Tenants and Architect/Engineer, hereafter called the parties, from all losses, damages, liabilities, and expenses which may arise or be claimed against such parties, which would be in favor any person, firms, or corporations except when such injury, loss or damage result from negligence of the parties above, indicate their agents, or employees, and that the Contractor will indemnify and hold harmless the parties for any judgment to be in favor of any persons, firms, or corporations where said injuries or damages arose about or upon the leased premises as a result of the negligence of the Contractor, his agents, employees, servants, licensees, visitors, customers, patrons, and invitees. All personal property placed or moved into or out of the building shall be at the risk of the Contractors, or its provider and the parties shall not be liable to the Contractor for any damage to any personal property.
- 6.** The Contractor will confine the construction debris and dust to the construction area, away from completed tenant spaces or common areas. All areas of the building especially access areas and common areas, are to be maintained in a clean and orderly fashion.
- 7.** The Contractor is to turn the improved premises over to the Property Manager and the tenant in a clean condition, ready for occupancy by the Tenant.
- 8.** The Contractor will remove all trash and debris, including excess materials from the construction site and the building daily; no unreasonable accumulation will be allowed during the course of the construction. All trash and debris removal is to be after 6:00pm and before the following day at 7:00am.



9. The Contractor will coordinate the delivery of materials and the use of the freight elevator and loading dock to remove debris with the building owner who will be responsible to schedule the use. Materials delivery is to be after 6:00pm and before the following day at 7:00am
10. The Contractor is responsible for all parking charges of his employees, sub-contractors, and vendors.

GENERAL CONDITIONS FOR TENANT CONSTRUCTION

1. Contractor must provide Owner's Project Representative with a Certificate of Insurance prior to starting work. It shall be the responsibility of the General Contractor to obtain all required Building Permits.
2. No flammable materials may be stored in the Building. In the event it is necessary to store flammable materials overnight, contractor must have specific permission from Owner's Project Representative.
3. The use of cutting torches and welding equipment is prohibited in the Building unless contractor has first notified Owner's Project Representative, and taken necessary fire safety precautions, and has been issued a welding permit by the Owner's Project Representative.
4. Contractor must provide fire extinguishers while on site. Extinguishers should be located in central locations for easy access and full coverage of space.
5. Any damage or injury occurring while working at the job site must immediately be reported to the Owner's Project Representative.
6. Contractor will be responsible for instructing and enforcing with their personnel all appropriate safety and OSHA rules and regulations.
7. Employees of Contractor may only use restroom specifically designated by Owner's Project Representative.
8. There will be no loitering on the premises.
9. The Building Owner or Manager reserves the right to have any employee who is not performing his or her duties in a workmanlike manner immediately removed from the premises
10. Employees of contractor must be appropriately attired to include shirt and shoes at all times, and full length trousers.
11. Contractor will submit to Owner's Project Representative a detailed working schedule prior to beginning construction.
12. Contractor and all subcontractors will leave their work areas clean and free of all debris, daily.
13. Contractors will take necessary precautions to prevent any disruptions to tenants.



14. Contractor will inform subcontractors of:
 - A. Entrance to complex during normal working hours and after hours.
 - B. Where to go once on site.
15. Contractor and his employees will use the freight elevator only for the movement of material and people to and from the job site.
16. Contractor and their employees shall not park their vehicles in any driveway, alleyway, and restricted area or at the loading dock. The loading dock is to be used for deliveries only. Any infractions of this rule could result in having vehicles towed away.
17. Employees of contractor may only take breaks or eat lunch in designated areas or off the property as they choose.
18. Contractor will protect all floors, wall, ceiling, etc. and finishes while working on premises. Any damages to the building or its finishes due to the negligence of the contractor or his employees will be corrected at contractor's expense.
19. Contractor will not obstruct, or cause any debris, or materials to be placed in common areas or emergency exits, and stairwells.
20. Contractor will turn off all lights except emergency lighting at end of each day.
21. Contractor will furnish walk off mats in elevator lobby for each elevator and at construction site.
22. Prior to the payment of final invoice.
 - A. All punch list items will be corrected.
 - B. Lien waivers must be provided for the general contractor, all subcontractors and suppliers.
23. Contractor will take necessary steps to furnish Owner's Project Representative with a Certificate of Occupancy for all tenant space that is constructed. Certificate of Occupancy must be given to Owner's Project Representative prior to the tenant's move-in date, and before final payment is made.
24. Prior to starting the job the contractor shall inspect the site and report immediately and damage seen in the area to the Building Manager. If no damage is reported, (especially to the windows or freight elevator frames) it will be assumed that no damage exists. At the completion of the work the Contractor shall be held responsible for any unreported damage.

Contractor agrees to conform to the aforementioned conditions.

BY:

Title: