

SAMPLE PROPERTY

TO: ALL TENANTS, CONTRACTORS, ARCHITECTS AND DESIGNERS

SUBJECT: DOING WORK ON PREMISES

1. a. All plans must conform to local, state, and Federal codes. Two complete final sets of plans (including finish and detail plans) are to be submitted to owner and approved before work commences, and upon completion of job final as built drawings (to also show location of building systems) and CAD disk to be furnished at tenant's sole cost and expense, as well as the final building permit, copy of certificate of occupancy, and contractor's final release of lien and affidavit.
- b. Building Management must have adequate time to review plans. Landlord to be supplied all manuals on all equipment installed.
- c. Structural penetrations and floor load layouts (for file cabinets, etc.) may need to be approved by Landlord's Engineer at Tenant's expense.
- d. Tenant will hire Landlord's Fire and/or Alarm company to do the following work:
 1. Any additional HVAC units must be tied in to building fire protection and alarm panel. (Landlord to approve method of electric installation, i.e.: on own FPL meter or hourly meter to record usage.)
- e. Tenants will apply for Building Permit and cannot start construction until we have a copy of the Permit.
- f. Tenant or contractor to supply final as built plan on sepia mylar of location and mark on ceiling by a red dot where any emergency batteries and smoke sensors are located and put on plan also.
- g. Tenant and their agents, contractors and employees activities must be conducted in a professional manner and will abide by the following:
 - Maintain and obey all OSHA Rules & Regulations.
 - Dispose and remove from premises all toxic waste, chemicals, paint and other waste and debris properly and according to Federal and Local Regulations

- Take necessary precautions and post proper notification for a safe work environment for everyone. Precautions at a minimum such as fencing, cones, signage including maintaining a clean and orderly job site must be taken prior and during your performance to protect property, all persons, vehicles etc. on the property. No consumption of drugs, alcohol or coming to the worksite impaired and all personal protection such as knives & guns etc. are NOT to be on any person while working are strictly prohibited
 - Allow only authorized personnel in the work area and restrict all other persons.
 - Use best efforts to include afterhours work or purchase of additives to paint, etc. to control odors throughout the building as necessary or required by management.
- h. Landlord will approve the finishes, lighting and configuration of the common or public area sides of Tenant's demising walls, doorways, etc., and give to Tenant the building standard finishes required and specifications on how to finish or build the public areas. Landlord may, at its option, do the work and bill Tenant for the cost to finish.
- Only building standard locksets with building master and individual keying (may include sub-master) shall be installed by the Contractor. Please contact the manager for lockset specifications. All keys and locks removed during construction will be turned over to manager with room number attached. All unused locks and hardware shall be return to manager. At the end of the job, all keys shall be turned over to the manager with room numbers attached. No duplicating of keys tolerated.
- i. Tenant, contractor, architect, and designer must take into consideration access to building systems, roof, penthouse, or exterior penetrations, wiring, controls, dampers and access to tenant's equipment and systems and for any future wiring cables, etc., to be run. This is most important when there are sheetrock or concealed spline ceilings installed. When working through landlord's lobby, tenant or contractor to be responsible for any damage caused to Landlord's public areas, floors, walls, carpeting, etc. and to repair or replace as required. The installation of a 4" or 6" pipe or cable trough may be required to be installed in the ceiling plenum to be dedicated for tenant's wiring.
- j. Any penetrations existing in the floor prior to the floor covering installation must be closed up. If the penetration is less than 1" a wood dowel can be hammered into the hole and flash patched over. For any opening larger than 1" pins must be installed into the existing concrete, and new metal decking installed, and then filled with concrete. This procedure must be done prior to commencement of work so there will be a safe work environment. Tenant, contractor, etc. are responsible for this work at tenant's cost and expense.
- k. Tenant or contractor is to notify Landlord prior to commencement of work if there is any damage currently existing to the Landlord's common areas and also in the existing area where the work is to commence, i.e. building window, sills, ceiling grid, etc. Tenant and contractor, upon starting of work will be responsible to repair any damage to the building or the area of work at the tenant's sole cost and expense. If Landlord is not notified of any damage, it is tenant and contractor's acknowledgement that the building areas are in good shape.
- l. No access to the roof will be permitted without prior notification.

2. If any smoke detection, fire controls, bells, pull boxes, or additional fire bells/horns, strobes and communication, music, card access, or security speakers etc. or security work is necessary, due to tenant's lay out, Tenant and contractor are responsible after the completion of construction for any additional bells/horns, strobes or speakers that may be required by us or any local or government authority. Landlord must do it at Tenant's expense. Contractors are not permitted to do any work in ceilings which would cause the systems to activate (heat, cigarette smoke, dust, etc.) without prior approval of Landlord.
3. No demolition work is permitted during normal business hours (7 a.m. to 6 p.m.) Monday through Friday, and 7 a.m. to 1 p.m. Saturday, or when HVAC is operational, and when other tenants are working.
4. No hammering, drilling, shooting of or into floors, loud music, dropping of materials, or placing down or moving of ladder, tools, etc. or any other noisy work that would interfere with the quiet enjoyment of any existing tenants above, below or adjacent, is not permitted during normal business hours or while tenants are conducting work after business hours.

No smoking in any areas within the building, including work area. No eating or coffee breaks are allowed in public areas or occupied tenant space. The only approved area for eating or coffee breaks is within the contracted work area (if not occupied) or space designated by the building management. No congregating in public areas within the building or on the building's premises.

No audible playing of radios, tapes, or CD players in any areas of the job site, including work areas.

5. All major debris must be removed through windows by a chute supplied and installed by tenant or its contractor into a dumpster provided by contractor. All other debris must be put in plastic bags and removed from premises by contractor. All debris removal must be scheduled with management, and proper safety precautions must be taken and security personnel posted as required on the ground to keep people and vehicles away and area must be properly cordoned off for same. All preceding is to be approved by Management 7 days in advance (see # 7 below for window removal procedures and cost)
6. All work in other areas (such as space above or below area of construction) shall be done during **non-business** hours and Tenant shall be required to hire security and cleaning personnel designated by Landlord and give 48 hours prior notice.
7. Tenant must remove from ceiling any unused or disconnected CRT & Phone lines and take precautions and be responsible (during demolition and/or construction) not to damage any control wiring for the building.
8. If it is necessary for the fire panel to be disconnected due to tenant's construction, the tenant will be charged a nominal fee for this service.
9. For any shutdowns required for sprinklers, HVAC, electric, plumbing, Landlord must be notified 10 days in advance to schedule a shutdown which must be done after hours and not to interfere with existing tenants and any cost involved with the scheduling or notification to Landlord's tenants will be borne by tenant or its contractor.

10. INSURANCE REQUIREMENTS FOR

Contractor or subcontractor must provide all of the following prior to commencement of any work. Any changes from the following must receive written approval from Building Management

A. Contractor shall defend, indemnify and hold harmless **Property Owner** (as owner), **Pepitone Properties Corp.** (as Property Manager) and subsidiary or affiliate companies or corporations and employees of same against and from all claims, damages, losses, and expenses, including attorney fees, by reason of injury or death to persons or damage to property (including the work itself) and including the loss of use, claim to have arisen out of or resulted from the act or omission of the contractor, any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable excepting such liability as may result from the sole negligence of the owner. Contractor's obligation shall not be limited in any way by any limitation by the amount or types of damage, compensation or benefits payable by or for disability acts or other employee benefit acts, including coverage for below noted indemnity agreement in such companies as may be approved by the Owner.

B. The Contractor agrees to maintain the following insurance policies in full force and effect in insurance companies licensed in the State of Florida and acceptable to the General Contractor.

1. **Commercial General Liability Insurance** with a minimum of \$1,000,000 Combined Single Limit of Bodily Injury and Property Damage per occurrence, and a \$2,000,000 general aggregate per project and a \$1,000,000 Products/Completed Operations aggregate.
2. **Business Owners Auto Liability Insurance** covering all owned, leased, hired or borrowed vehicles with a \$1,000,000 Combined Single Limit of Liability.
3. **Workers Compensation and Employees Liability Insurance** or valid exemption form on file with the State of Florida, for construction businesses to cover the individual owner only. The contractor shall not permit any holder of an exemption on the site.
4. The Contractor will file with the General Contractor, if applicable or Certificates of Insurance prior to commencement of the work. Such Certificates will show the General Contractor, Property Manager, and Building Owner as additional insureds under 1 and 2 above. The Certificate will provide 30 days written Notice of Cancellation without a disclaimer.
5. Risk Transfer must be included.
6. Restricted Height Coverage.

C. The limits of insurance required do not limit the Contractor's liability under the Indemnity Clause.

Please provide two separate current certificates of insurance as noted above for the all items as noted. The certificate binders must show the following as certificate holders:

Certificate Holder #1:
Property Owner
8981 Daniels Center Dr. Suite 202
Fort Myers, Fl. 33912

Certificate Holder #2
Pepitone Properties Corp/Viking Maintenance
8981 Daniels Center Dr. Suite 202
Fort Myers, Fl. 33912

These rules and regulations are subject to change and Tenant, Contractor, Architect, and Design Firm will adhere to all revisions.

LIST OF BUILDING APPROVED CONTRACTORS

Description	Contractor	Contact	Phone #
BUILDING MANAGEMENT OFFICE			239-481-5959
P.E.			
Window Removal			
Sprinkler System			
H.V.A.C.			
Air Balancing			
Carting Co.			
Electrician (Non-Union)			
Electrician (Union)			
Design Firm (Mylar & CAD)			
Alarm System			
Day Porter/Cleaning Service			
Plumber			
Security Personnel			
Structural/Architectural			
Security System			
Elevators			