

## **Contractor Rules and Regulations**

### **200 South Orange Avenue**

1. Identification will be required for all Contractor, Subcontractor and Service Group personnel working on the property. Personnel will be required to sign in and out at the loading dock when coming and going from the property and will be required to check out a “Visiting Contractor ID Badge” from the security desk and wear it. This ID badge must be worn face side out, in a highly visible manner, on the outer most garments the entire time they are on the property.
2. All companies (General Contractors, Subcontractors and Service Groups) planning to Perform work in the 200 South Orange Avenue must be actively “on registry” with the Property Management Office. Contact the Property Management Office at (407) 649-0036 for any questions on this matter not covered in this document.
3. All Contractors will produce, upon request of the Property Management Office, any city or state licenses and permits to perform their work.
4. Prior to commencement of any work, the Contractor shall provide insurance in accordance with the contract agreement or in accordance with the Tenant’s lease requirements. In all cases, the Landlord shall be named as co-insured on the certificates.
5. A construction permit from the City of Orlando Building Department must be properly displayed at the jobsite upon start-up of the project, if required.
6. All tools, equipment and building materials must enter the building via the loading dock and service elevator system. Access to the loading dock is from South Street. Removal of trash, tools and equipment must be made via the same route.
7. Service elevator hours are from 7:00 a.m. to 4:30 p.m. daily, Monday through Friday. Use of the service elevators on weekends and other than normal business hours, may be arranged through the Property Management Office. All large deliveries that require significant use of the service elevator must be pre-arranged and scheduled through the Property Management office. Maximum weight load for service elevators is 4500 pounds. Passenger elevators are not to be used for the transporting of tools, materials, and trash or construction personnel at any time.
8. All trash and debris shall be delivered and deposited into receptacles at those locations designated by Landlord. Any accumulations of trash and debris within the premises, corridors, walkways, loading dock or other common areas will result in Landlord’s performance of such work and all costs related shall be charged back to the Tenant.
9. All work for a Tenant must be confined within the Tenant space. Public corridors and stairways are not to be used for the storage of materials or as a workshop. Tracking of construction dirt into the public corridors or stairways must be prevented. If janitorial or rest rooms are used for cleanup, they must be cleaned properly before the end of each workday.

10. Any damage caused by the Tenant's Contractors or employees are to be reported to the Property Management Office immediately and will be the responsibility of the Tenant.
11. Construction noises must be limited during the normal business hours (7:00 a.m. to 6:00 p.m. weekdays and 7:00 a.m. to 1:00 p.m. Saturdays) to such that they are inaudible to other Tenants. Unavoidable noisy demolition or construction work must be scheduled during other than normal business hours.
12. Any work creating strong odors (wood refinishing, carpet gluing, etc.) must be completed after normal business hours to avoid complaints from neighboring tenants.
13. Any and all construction variances from the construction plans approved by the Landlord must have prior approval by Landlord before we can commence.
14. Access to mechanical and electrical rooms will be coordinated through the Property Management Office and our Security/Engineering teams will assist with the access.
15. All connections tie-ins or alterations to the Building Life Safety and Roofing Systems must be performed by the Landlord's approved vendor(s).
16. All General Contractors, Subcontractors and Service Groups are responsible for making their own parking arrangements while performing tenant improvements or building work. Personal or company vehicles parking within the loading dock areas or other restricted parking areas of the facility will be towed at the vehicle owner's expense.
17. All work shall comply with the State and Local Building Code and the Regulations of the National Board of Fire Underwriters.
18. All Contractors and Subcontractors shall field check and verify all dimensions and conditions at the jobsite. Any variations will be called to the attention of the Landlord.
19. All General Contractors or Subcontractors shall be solely responsible for the protection of all finished work from potential damages caused by the Landlord's work or the work being undertaken in adjacent Tenant premises.
20. Tenant or Tenant's General Contractors, Subcontractors, Service Groups and Building Contractors agree to pay all transportation charges on their material and/or equipment to the point of use and shall be responsible for all unloading, checking, and storing.
21. All Contractors shall furnish all temporary light and power complete with all wiring, lamps and similar equipment, as required for the completion of work. All such temporary lighting and power wiring shall be removed upon completion of Tenant's work.
22. No eating or drinking is allowed in the building, except in work areas, Contractor's office or areas specifically designated by the Landlord.

23. No loud music is allowed in the construction areas. Doors to all spaces under construction will be closed at all times.
24. Areas under construction, as well as storage areas in all unoccupied space, are to be kept clean and in an orderly fashion on a daily basis. All materials and equipment hauling to occupied floors will be done before 7:00 a.m. or after 6:00 p.m. Protective covering must be placed on all finished floors for protection.
25. Construction personnel are confined to those areas in which they are working. They will not be allowed to congregate on the grounds.
26. Areas around construction dumpsters in parking and loading dock areas are to be kept clean by the General Contractor or Subcontractor.
27. No alcoholic beverages, etc. are allowed on property.
28. No smoking is allowed in the building.
29. Construction personnel are prohibited to travel on landscaped areas.
30. Absolutely no owner supplied materials are to leave the jobsite.
31. Under no circumstance will any Contractor enter any mechanical, electrical or other tenant spaces, etc. without prior approval of Property Management Office. Access to mechanical and electrical rooms will be coordinated through the Property Management Office and our Security/Engineering teams will assist with the access.
32. Under no circumstances will any work be performed on the base building Mechanical, Electrical, Plumbing or Life Safety systems without prior approval of the Management Office, i.e. fire sprinkler system, smoke detector system, water supply system, sanitary/storm, main electrical distribution system and HVAC system.
33. All permits, final inspections, Certificates of Occupancy, licenses, etc., shall be obtained by Tenant in a timely manner at Tenant's sole expense (on Tenant's jobs).
34. All Contractors shall adhere to all Federal and State Safety Regulations.
35. All General Contractors or Subcontractors shall provide and maintain fire protection equipment within the premises as required for safe working conditions, or as required by Landlord's insurance or public safety officials.
36. Contractors will be required to wear a contractor's badge which they will be provided at the loading dock
37. Strictly prohibited work practices are as follows:

- a. Storing or installing combustible materials above finished ceilings or in any other concealed, non-sprinklered space without Landlord's prior approval.
  - b. Creating any structural load, temporary or permanent, in excess of 100 pounds per square foot.
  - c. Cutting any holes in Landlord's installed floor slabs, walls or roof without Landlord's prior written approval.
  - d. Installing or displaying any signs, other than the standard construction location, identification signs as approved in writing by Landlord.
  - e. Interfering with the completion of Landlord's work in the premises or base building structure.
  - f. Working without evidence of insurance and/or building permits.
  - g. Commencing Tenant's work prior to receipt of Landlord's approval of the final plans.
38. Exceptions to any of the above regulations can only be made through the consent of Landlord.
39. Landlord reserved the right to stop work in progress and notify Contractor's employer for violations of the above rules and regulations. Work will not proceed further until all parties agree to comply with the above rules and regulations.
40. Roof Work: All roof access must be from the stairway located on the 28<sup>th</sup> floor (one in the hallway—not inside the tenant's space). Workers must check in with the Security Desk first.
41. All testing of fire equipment should be performed outside of normal business hours (7:00 a.m. to 6:00 p.m. weekdays and 7:00 a.m. to 1:00 p.m. Saturdays) except for final fire inspections by the City of Orlando. (Management and Security are to be notified in advance of inspection times.)

## **Insurance Requirements**

- I. The Contractor shall provide the following minimum insurance coverage:
  - A. Commercial General Liability Insurance  
Written on an "Occurrence" form, in an amount not less than \$6,000,000 Per Occurrence, \$7,000,000 General Aggregate, \$7,000,000 Products-Completed Operations Aggregate, on a Per Project Aggregate basis, including but not limited to coverage for bodily injury and property damage, independent contractors, contractual liability, personal injury, and for no less than five (5) years following Substantial Completion of the project Products-Completed Operations liability, with Cross Liability and Severability of Interest provisions. Policies provided hereunder shall not contain explosion, collapse and underground exclusions relating to explosion, collapse, and underground

property damage. The policies shall be written in the name of the Contractor. Manager reserves the right to refuse acceptance of policies with aggregate limits or substantial deductibles. The limits may be satisfied with an Umbrella/Excess Liability program, on a follow form basis.

- B. Worker's Compensation  
Statutory limits afforded under the laws of the state in which the Contractor's work will be performed, including an All States endorsement.
- C. Employer's Liability  
With limits of \$1,000,000 each accident, \$1,000,000 disease - policy limit, and \$1,000,000 disease - each employee. The Employer's Liability limits may be satisfied with an Umbrella/Excess Liability program, on a follow form basis.
- D. Commercial Automobile Liability  
Covering all owned, hired, leased, rented and non-owned vehicles (including ground or mobile equipment) used by Contractor in connection with its work under this Agreement in an amount not less than \$1,000,000 combined single limit Per Accident for bodily injury and property damage. The limits may be satisfied with an Umbrella/Excess Liability program, on a follow form basis.
- E. Contractor's Equipment and/or Property Insurance  
Including, but not limited to, coverage for the Contractor's equipment used and/or stored at the site and not intended to be incorporated as a part of the Project.
- F. Installation Floater insurance  
Where applicable and if not covered under the Builder's Risk policy, for the benefit of Company, Contractor and subcontractors as Insureds, as their interests may appear; or  
  
Builder's Risk insurance for the benefit of Company, Contractor and subcontractors as Insureds, as their interests may appear.

Such insurance shall cover all work and property comprising the Project, including any and all materials, equipment and machinery intended for the Project site during off-site storage and inland transit, but shall exclude Contractor's or Subcontractor's construction equipment, tools and test equipment. Coverage shall include, but is not limited to, fire, explosion, expediting expense and extra expense, soft costs, collapse, earthquake, flood, hurricane, volcanic action and comprehensive boiler and machinery (including electrical injury and mechanical breakdown), permission to occupy provision, and no testing exclusions. There shall be no exclusion for resultant damage caused by faulty workmanship, design or materials. Coverage shall be written on a replacement basis for the full completed value of the

project and cannot include a coinsurance provision. Such policy shall commence with the start of the work at the Project site, during construction and testing, and remain in full force and effect until possession and control of the Project is transferred to Owner or until substantial completion, whichever is later.

G. Contractor's Pollution Liability insurance

Covering bodily injury, property damage and cleanup expenses arising from Contractor's operations, with limits not less than \$5,000,000 each incident.

H. Excess/Umbrella Liability

Service Contractor shall provide Liability limits of at least \$5,000,000 per claim and \$5,000,000 in the aggregate. The retroactive insurance date of such insurance shall be no later than the commencement date of the contract. Such insurance shall be provided for two years beyond the completion of the work.

II. Damage or Destruction and Restoration of Improvements:

In case of damage to or loss of all or a portion of the Project due to any cause or casualty, Contractor shall give prompt notice thereof to Manager, and Contractor shall promptly commence and complete with due diligence (subject only to excusable delays beyond its control), the restoration of the damaged or destroyed portion or portions of the Project as nearly as reasonably practicable to the value and condition thereof immediately prior to such damage or destruction.

III. Additional Insureds

The Commercial General Liability policy, including Products-Completed Operations Liability for a period of (5) years following Substantial Completion of the Project, the Automobile Liability policy, and the Pollution Liability policy for a period of five (5) years following Substantial Completion of the Project, as described above, shall name the following entities as Additional Insureds. If the certificate of insurance has any disclaimers regarding Additional Insured status, Contractor shall provide the endorsement(s) to the policies together with the certificates of insurance. The Additional Insureds will be entitled to the limits stated in this Agreement, or the full limits of the insurance policies maintained by Contractor, whichever is greater.

1. Piedmont 200 & 250 South Orange Avenue, LLC; Piedmont Office Realty Trust, Inc., Piedmont Office Holdings, LLC, Piedmont Office Management, LLC; Piedmont Operating Partnership, L.P., and their associated, affiliated and subsidiary companies, owners, directors, officers, managing agents, and fiduciaries as they exist.
2. Please mail Certificate to:

Certificate Holder:

Piedmont Office Management, LLC  
c/o Piedmont 200 & 250 South Orange Avenue, LLC

Attn: Property Manager  
200 S. Orange Avenue, Suite 1390  
Orlando, FL 32801

- IV. The Additional Insured endorsements used should include the same or similar wording found in CG2010 for General Liability and CG2037 for Completed Operations. Certificates of insurance must indicate the applicable deductible/self-insured retention on each policy. Deductibles or self-insured retentions above \$100,000 are subject to approval from Manager. The Contractor shall be solely responsible for all claim expenses and loss payments within the deductible or self-insured retention.
- V. All insurance policies required shall be written as primary policies and not contributing with and not in excess of coverage which Owner, Manager or Additional Insureds may carry, with the exception of Workers' Compensation.
- VI. Concurrent with Contractor's execution of an Agreement and prior to the commencement of any work under this Agreement, at the date of each policy expiration, and at any time thereafter upon two (2) business days' notice from Manager, Contractor shall furnish to Manager certificates of insurance evidencing the required insurance coverage and stating that not less than thirty (30) days' prior written notification shall be given to Manager in the event of cancellation. If Contractor's insurance carrier(s) will not agree to provide Manager advanced notice as aforesaid, Contractor shall give Manager notice of cancellation no later than two (2) business days after Contractor learns of such cancellation of coverage.
- VII. Waiver of Claims and Subrogation: Contractor agrees to waive any claims, including deductibles and self-insured retentions, against Owner, Manager and Additional Insureds with respect to any loss covered by, or which should have been covered by if maintained, the insurance required in this Exhibit "G," and agrees to look solely to its insurers with respect to any claims, including but not limited to, claims for bodily injury and property damage. Contractor further agrees to waive all rights of subrogation its insurers might have against Owner, Manager and Additional Insureds.
- VIII. Right to Examine: Owner shall have the right, upon reasonable notice, to examine the original or true copies of policies of insurance (including but not limited to binders, amendments, exclusions, riders, and applications) to determine the true extent of coverage. Contractor agrees to permit such inspection at the offices of Manager or at any other location, which Manager may reasonably require.
- IX. Contractor shall not violate or knowingly permit any violation of any conditions or terms of the policies of insurance described herein. In the event Contractor neglects, refuses, or fails to provide or maintain any of the insurance required under this Exhibit "G," or if such insurance is canceled for any reason, Owner shall have the right, but not the obligation, to procure or maintain the same. In the event Owner does procure or maintain such insurance, Owner shall have, in addition to any and all other available remedies, the right to recover from Contractor (including the right of set-off against sums otherwise due Contractor) all of the costs associated with procuring or maintaining such insurance.

- X. Contractor shall be responsible for and shall bear the risk of loss and damage to any property of Contractor and any property for which it is responsible or in its care, custody, or control, wherever located, and any insurance provided for such property shall be solely at Contractor's expense.
- XI. Nothing contained in these provisions relating to insurance or the amounts thereof shall operate as a waiver or limitation of Contractor's liability under this Agreement or under applicable laws.
- XII. Manager utilizes myCOI to track and verify Contractor's insurance coverage, so that Contractor does not have to spend time requesting, collecting or delivering a Certificate of Insurance (COI) to Manager. Upon Manager's receipt of this executed Agreement and approval as a vendor, Contractor will receive an email from [registration@mycoitracking.com](mailto:registration@mycoitracking.com). Contractor must follow the instructions contained in the email and complete the online registration. Contractor must pay an annual fee of \$74.95 for this service, and a debit or credit card will be needed during registration. Upon completion of registration, myCOI will request proof of insurance directly from Contractor's insurance agent(s). In addition to other terms and conditions contained herein, Contractor shall not commence work and no payments shall be made to Contractor, unless Contractor is registered with myCOI and a compliant COI has been received.
- XIII. All policies will be written by companies licensed to do business in the State of Florida and which have a rating by Best's Key Rating Guide not less than "A-/VIIP".
- XIV. Service Contractor shall furnish Certificate(s) of Insurance evidencing the above coverage, except property insurance under I.E. Original Certificate(s) of Insurance must be provided before Service Contractor commences Contract Duties or Contract Duties will not be allowed to commence.
- XV. Certificate(s) of Insurance relating to policies required under this Agreement shall contain one of the following two provisions:
- "Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail thirty (30) days' written notice to the Certificate Holder."
- OR:
- "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions."

*iDAS Guidelines for tenant demolition, construction, and alterations:*

Tenant is responsible for maintaining the integrity of the Enhanced Cellular in-Building Distributed Antenna System (iDAS) in their leased space.

1. An iDAS has been installed in the building for the benefit of all tenants, and the integrity of the entire system must be maintained.
2. The system includes antennas installed below, through, and/or above the ceiling, connected by 1/2" coaxial cable, splitters, and other components.
3. Prior to any demolition or construction project, notify Wireless Information Networks (WIN) at least one month before work is scheduled. WIN may be reached at 630-325-6254.
4. Proposed floor plans should be submitted to WIN for radio frequency (RF) engineering review as soon as possible, before scheduling construction.
5. Tenant is responsible for any changes, additions, or repairs needed to maintain the integrity of the system as a result of the demolition or construction project.