

**SALESFORCE TOWER
CONTRACTOR and VENDOR
RULES AND REGULATIONS**

**Hertz Indianapolis 111 Monument, LLC
111 Monument Circle Suite 222
Indianapolis, Indiana 46204
317-236-0048**

Purpose:

The purpose of these rules is to establish orderly procedures for major activities within the property, so that work can be completed in an efficient, timely and safe manner and to reduce conflict and delays in all projects.

Scope:

The rules set forth will govern all construction work, mechanical, electrical or plumbing work, tenant improvements, major tenant moves and large deliveries.

General:

All activities defined above must be approved by and/or coordinated through the Property Management Office (PMO). Scheduling of moves and large deliveries will be through the PMO. Every day, small and routine deliveries do not need to be scheduled. These small deliveries are on a “first come first served basis.”

Operating Hours:

Normal building operating hours are Monday through Friday 7 a.m. until 6 p.m. and Saturday 7 a.m. until 1:30 p.m. All other times are considered After Hours. After Hour access can be scheduled through the PMO. For construction work, the general contractor must request the after hours access. For moving companies or large deliveries, the Tenant Contact must request the after hour access.

Building Features:

A. Elevators

1. Elevator usage for moves and large deliveries must be scheduled through the PMO.

Elevator Dimensions and Capacity

	Tower Service Elevator	East Pavilion Service Elevator	Circle Building Service Elevator
Door Opening	40" x 84"	42" x 84"	42" x 84"
Inside Width	88"	63"	68"
Inside Height	108"	63"	89"
Inside Height with cap	144"	N/A	N/A
Depth	58"	71"	66"
Capacity	4,000 lbs.	2,500 lbs.	3,000 lbs.

2. The freight elevator weight must not be exceeded. Some oversized loads can be carried on top of the elevator. When this is necessary, approval must be obtained from the PMO and the work scheduled with the Otis elevator company. Otis will invoice the requestor directly at the prevailing rate.

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3. On occasion, a passenger elevator may be used to facilitate the movement of office furnishings under the direction of the PMO. The house-keeping department will supply and install the elevator padding. However, if a passenger car is assigned to you and it is not padded prior to your use, you must contact the PMO at (317) 236-0048 during normal business hours, or Security at (317) 266-3453 after business hours, in order for the car to be padded.

4. If a passenger elevator is used during a move, it must be inspected jointly by a member of the PMO and the mover's authorized representative to identify any prior damage. At the conclusion of the move, the elevators must be inspected by authorized personnel to assess if any new damage has occurred. The mover will be charged for any new damage.

B. Receiving Areas

1. Tower Building Loading Dock:

1. The underground loading dock entrance maximum height is 13 feet.
2. Some "pup" semi-trailers can gain entrance. However, we recommend straight bed trucks.
3. Semi-trailers can be loaded or unloaded on Wabash Street [alley behind building].
4. No long-term parking is allowed at loading dock. Violators will be towed at owner's expense without liability to Hertz Indianapolis 111 Monument, LLC companies nor Hertz Indianapolis 111 Monument, LLC. Repeat violators may be denied access to the property.
5. All drivers must sign in/out and register their vehicles with security. Unregistered vehicles will be towed at owner's expense. Repeat violators may be denied access to the property.
6. No smoking is permitted in the loading dock.

2. Circle Building Loading Zone:

1. The street level loading zone is relatively small and shares a common roadway with the Tower underground loading dock. Therefore, semi-truck deliveries most likely need to be scheduled for after hours.
2. No long-term parking is allowed in the loading zone. Violators will be towed at owner's expense without liability to Hertz Indianapolis 111 Monument LLC. Repeat violators may be denied access to the property.
3. All drivers must sign in/out and register their vehicles with security at the Circle Lobby security desk. Unregistered vehicles will be towed at owner's expense. Repeat violators may be denied access to the property.
4. Vehicles blocking the roadway will be ticketed and towed by the Indianapolis Police Department.

Common Rules

1. **Interruptions:** The contractor will take all necessary actions to prevent disruptions to tenants and building operations and/or services.
2. **Noise:** The contractor should take all reasonable steps to reduce noise while carrying out their work. If noise levels become disruptive to tenants or building operations, work will be stopped and rescheduled for after hours.
3. **HVAC:** Air conditioning can be requested in the Tower Building. However, it may not be available in all areas. If requested, costs are invoiced at the hourly prevailing rate (call the Management Office for rates and scheduling).
4. **Floor and wall protection:** All finished floors of the building must be covered before any equipment or materials are moved across them. All wall corners must have edge protectors installed to prevent damage. If adequate protection is not utilized, the work will be stopped until the floors and/or walls are properly protected.
5. **Damage:** The contractor must exercise care to protect the building structure, equipment, furnishings and finishes. Any resulting damage will be billed directly to the contractor at the costs associated with completing the repair or replacement, including profit and overhead charges. The

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- contractor and a representative of Hertz Indianapolis 111 Monument, LLC will inspect the areas involved to insure that prior damage is not assessed against the current contractor.
6. **Access:** Contractor and sub-contractor employees will be limited to the loading dock, service elevators and services vestibules and the area under construction or where their work is to be performed.
 7. **After Hour Access:** After Hour work activity must be scheduled through the PMO. The name of the company, point of contact [POC] and their phone number must be provided. The number of workers and the type of activity must also be provided.
 8. **Identification:** Contractors and sub-contractor employees should be easily identifiable by either uniform, visible ID or written authorization identifying the individuals performing the work. A list of sub-contractors and their employees must be submitted to the management office prior to commencement of work.
 9. **After Hour Registration and Badges:** All contractors and vendors must sign-in and sign-out in the Security Control Room when working in the building during non-business hours. All workers will be issued an identification badge, which must be worn in a visible location on the upper torso at all times while in the building. The badge will indicate authorized areas of access and dates. Most badges will self-expire. Individuals without badges or found in unauthorized areas without a valid reason will be escorted from the premises. Repeat offenders may be banned from the property.
 10. **Keys and Access Cards:** Keys and access cards, if not provided by your customer, can be obtained from the security control room. However, you must be on the After Hours List and must sign out/in all keys and access cards. In addition you must leave your driver's license until the items are returned.
 11. **Inappropriate Behavior:** Behavior that is deemed to be inappropriate may result in work being stopped and the offending individuals being asked to leave the property. Examples of such behavior are as follows but not limited to: the use of profanity, refusal to comply with reasonable requests, disregard for property, unsafe acts, threatening posturing and/or language and other forms of behavior that inhibits a cooperative and safe work environment.
 12. **Smoking** or consuming or being under the influence of alcohol or other illegal drugs on the property a strictly forbidden.
 13. **Inspection:** All equipment, gang boxes, toolboxes, and vehicles are subject to inspection by the security staff at any time and must be opened upon their request.
 14. **Equipment/Tools:** No tools or equipment are loaned or rented to tenants/occupants, vendors, employees or contractors.

Contractor Specific Rules

1. **Documentation and Permits:** The General Contractor is responsible for obtaining all necessary documents and permits required for the completion of the project.
2. **Construction drawings:** A complete set of as built drawings must be provided to the PMO.
3. **Floors and wall penetrations:** Contractors shall seal new floor and wall penetrations with approved fire-stop insulation and/or sealant. Any floor or wall penetrations re-opened by contractor for the installation of tenant services shall be re-sealed with approved fire-stop insulation and/or sealant. Floor penetrations will be sleeved and the sleeve shall extend two inches above the finished floor. Contractor must contact the PMO for an inspection of all penetrations that breach fire compartmentalization barriers, i.e. floors and corridor walls, fire rated walls, etc.
4. **Fire safety systems:**
 - a. Prior to **any work** being done, including demolition the contractor at their cost must arrange a pre-work inspection of the fire emergency system with the building management's designated vendor. This is to identify any pre-existing conditions.
 - b. Contractors will **not disable** any fire/life safety systems. They must contact the building Security Control Center. Building engineers or the Security Controller will disable and enable all systems, including the filling of the sprinkler system.

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- c. After all work is complete, including final construction, **the contractor at their cost must arrange for an inspection of the fire emergency system with the building management's designated vendor.** This is to insure that the system is fully functional.
5. **Hot Permit:** All contractors using torches or open flame must contact the building Security Control Center to obtain a Hot Permit. Information necessary for the Hot Permit includes location where work is being performed, starting time and expected duration of the work, type of work being performed, and the type of combustibles present at the work site. **As a minimum, the following precautions must be taken:** 1. Available sprinklers, hose streams and extinguishers are in service/operable. 2. Hot Work equipment in good repair. **Requirements within 35ft of work:** 1. Flammable liquids, dust, lint and oily deposits removed. 2. Explosive atmosphere in area eliminated. 3. Floors swept clean. 4. Combustible floors wet down, covered with damp sand or fire-resistive sheets. 5. Remove other combustibles where possible. Otherwise protect with fire-resistive tarpaulins or metal shields. 6. All wall and floor openings covered. 7. Fire-resistive tarpaulins suspended beneath work. 8. Protect or shut down ducts and conveyors that might carry sparks to distant combustibles. **SEE HOT WORK PERMIT FOR FULL CHECK LIST.**
 6. **Roof:** Hertz Indianapolis 111 Monument, LLC approved roofing contractor shall perform the cutting and patching of the existing roof membrane. All new work, including flashing must be compatible with the existing system and approved by PMO. All penetrations, cuts and patches must be performed to insure a watertight condition at all times.
 7. **Building Systems:** The existing HVAC, plumbing, sprinkler, electrical, telephone and security systems must remain operational throughout the course of construction. Protection must be applied to the perimeter convectors to include construction filters. Tie-ins to these systems shall be scheduled with the PMO.
 8. **Storage:** Storage of gang boxes and building materials must be confined to the work site or to the area designated by the PMO. Security of the premises is the responsibility of the General Contractor. The storage of volatile materials within the building is prohibited.
 9. **Painting:** Contractors shall notify and schedule with the PMO the painting of all surfaces within the tenant areas of the building. Working within the tenants demised space can proceed during normal operational hours unless the fumes affect other tenants, then work will be performed after hours. NO common area of the building shall be used as a painting area for equipment, i.e. spray of file cabinets.
 10. **Indoor Air Quality:** No odor-causing or particulate-generating practices are permitted during business hours.
 11. **Trash & waste:** No hazardous material shall be disposed of in any building waste receptacle. The contractor or subcontractor must remove all hazardous materials. This includes containers that are required by the EPA to be disposed of in a prescribed manner. Materials left on the loading dock will be disposed of and the cost will be billed to the General Contractor at the current rate plus a 25% surcharge. Contractor may schedule to have a roll off container staged in the dock area upon approval of the PMO.
 12. **Hazardous Material:** MSDS sheets must be supplied to the PMO for any hazardous material brought on to and/or used at the property. No hazardous material shall be disposed of in any building waste receptacle. The contractor or subcontractor must remove all hazardous material or residue. This includes containers or byproducts that are required by the EPA to be disposed of in a prescribed manner.
 13. **Clean up:** Each contractor shall perform daily clean up of the construction area. . Each contractor shall at the completion of the project remove all equipment, materials and debris from the property or dispose of it in the proper manner. The General Contractor is responsible for the final clean up of the work area. Final clean up can be arranged through the PMO at the prevailing rate for such services. Common areas adjacent to construction area will be kept clean of dust, debris, supplies and other items at all times.
 14. **Locks and Door Handles:** Building standard locks and doors handles can be obtained through the PMO. This service is usually quicker and less expensive than dealing with a third party. You can obtain a current parts and price list from the PMO. Locks must be Building Standard and must accept a Best cylinder and 7-pin core. A keying schedule must be submitted to the locksmith so that the core[s] can be combined to the needs of the tenant. If you use a third party to supply the

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locksets, you are responsible to give the temporary black cores to the PMO so that they can be returned to Best Access Systems.

Telecommunication Rules:

1. Specific rules governing the installation of telecommunication wiring and equipment must be obtained from the building PMO.
2. Riser permits **are required** for all installation of wiring that penetrates structural floors or traverse common areas.

Specific Rules for Moving and Large Deliveries:

1. Elevator usage for moves and large deliveries must be scheduled through the PMO. See "Elevator" section.
2. See the "Elevator" section regarding inspection of passenger elevators prior to and after their use during moving operations.
3. If movement occurs through the back hallways on the first floor, the hallways must be inspected jointly by a member of the PMO and the mover's authorized representative to identify any prior damage. At the conclusion of the move, the hallways must be inspected by authorized personnel to assess if any new damage has occurred. The mover will be charged for any new damage.
4. All packing material and pallets must be removed from the property. Disposal of these materials into any building trash receptacles is prohibited without prior written consent. Written prior consent can be obtained from the PMO by agreeing in advance to pay the prevailing disposal rate. Materials left on the loading dock will be disposed of and the cost will be billed to the moving company at the current rate, which will include a 25% surcharge.

Insurance:

A. Tenant Improvement Work:

The contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located insurance for protection from claims under worker's or worker's compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and from claims for damages, other than to the Work itself, to property which may arise out or result from the Contractor's operations under the Contract, whether such operations be by Contractor or by a Sub-contractor or anyone directly or indirectly employed by any of them. This insurance shall be written for no less than the limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations. Certificates of such insurance shall be filed with the management office prior to the commencement of the Work. In addition, Hertz Indianapolis 111 Monument, LLC, a Maryland Corporation, shall be listed as an additional insured party in the following format:

CERTIFICATE HOLDER:

Salesforce Tower
Hertz Indianapolis 111 Monument, LLC
111 Monument Circle, Suite 222
Indianapolis, Indiana 46204

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ADDITIONAL INSURED/DESCRIPTION OF OPERATIONS:

The referenced General Liability, Automobile Liability, and Workers' Compensation policies shall contain a Waiver of Subrogation Endorsement in favor of Hertz Indianapolis 111 Monument, LLC, a Maryland Corporation; as well as the employees, officers, directors, and agents of such companies. The referenced General Liability and Automobile Liability policies include an Additional Insured Endorsement in favor of Hertz Indianapolis 111 Monument, LLC, a Maryland Corporation, its subsidiary and affiliate companies, as well as the employees, officers, directors, and agents of such companies.

- (1) Workers' compensation insurance in accordance with statutory law and employers' liability insurance with a limit of not less than \$1,000,000 per accident, \$1,000,000 disease policy limit and \$1,000,000 disease limit each employee.
- (2) Business auto liability coverage insuring bodily injury and property damage with a combined single limit of not less than \$1,000,000 per accident for owned, non-owned and hired vehicles.

Commercial general liability insurance naming the Owner as additional insured's against any and all claims for bodily injury and property damage occurring in, or about the building arising out of the work in the building and all operations necessary or incidental thereto. Such insurance shall have a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollar (\$2,000,000) aggregate limit and excess umbrella liability insurance in the amount of Three Million Dollars (\$3,000,000). Such liability insurance shall be primary and not contributing to any insurance available to Owner and Owner's insurance shall be in excess thereto. In no event shall the limits of such insurance be considered as limiting the liability of Contractor under this Agreement. The policies required to be maintained by Contractor shall be with companies rated A- X or better by the A.M. Best Company. Insurers shall be licensed to do business in the state in which the building is located and domiciled in the USA. Any deductible amounts under any insurance policies required hereunder shall be for property damage only and shall not exceed \$1,000. Each policy of insurance shall provide notification to Owner at least thirty (30) days prior to any cancellation or modification to reduce the insurance coverage. Certificates of insurance (certified copies of the policies may be required) shall be delivered to Owner prior to the Commencement Date of the Agreement and annually thereafter at least thirty (30) days prior to the expiration date of the current policy. Certificates of insurance shall be accompanied by endorsement Additional Insured - Owners, Lessees or Contractors CG 2010 10 01 and endorsement CG 2037 10 01 should be included for contractors with products /completed operations.

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B. Other Contracted Work:

The contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located insurance for protection from claims under worker's or worker's compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and from claims for damages, other than to the Work itself, to property which may arise out or result from the Contractor's operations under the Contract, whether such operations be by Contractor or by a Sub-contractor or anyone directly or indirectly employed by any of them. This insurance shall be written for no less than the limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations. Certificates of such insurance shall be filed with the Owner prior to the commencement of the Work. Hertz Indianapolis 111 Monument, LLC shall be listed as an additional insured party in the following format:

CERTIFICATE HOLDER:

Salesforce Tower
Hertz Indianapolis 111 Monument, LLC
111 Monument Circle, Suite 222
Indianapolis, Indiana 46204

ADDITIONAL INSURED:

ADDITIONAL INSURED/DESCRIPTION OF OPERATIONS:

The referenced General Liability, Automobile Liability, and Workers' Compensation policies shall contain a Waiver of Subrogation Endorsement in favor of Hertz Indianapolis 111 Monument, LLC, a Maryland Corporation, its subsidiary and affiliated companies; as well as the employees, officers, directors, and agents of such companies. The referenced General Liability and Automobile Liability policies include an Additional Insured Endorsement in favor of Hertz Indianapolis 111 Monument, LLC, a Maryland Corporation, its subsidiary and affiliate companies, as well as the employees, officers, directors, and agents of such companies.

Accepted and Agreed to:

Contractor

By: _____

Date: _____

Title: _____

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CONTACT LIST

SALESFORCE TOWER

**Hertz Indianapolis 111 Monument, LLC
111 Monument Circle Suite 222
Indianapolis, Indiana 46204
[317] 236-0048**

General Manager	Jeff Reynolds	236-0048
Real Estate Manager	Scott Wood	236-0048
Chief Engineer	Robert Farnsworth	236-0048
Real Estate Asst.	Mark Miller	236-0048

Security Operations Department:

Security Manager	Denise Hogan	236-0048
Elevator and dock scheduling	Mgmt Office	236-0048
Security control room		236-0048
Dock Office		236-0048
Platinum Cleaning		236-0048

To schedule fire alarms system inspections call the Management Office at 317-236-0048.