



## CONSTRUCTION RULES AND REGULATIONS

### Contacts

General Manager.....Amy Vadovic (303.571.5000)  
 Assistant General Manager.....Dawn Thurston (303.571.5000)  
 Chief Engineer .....Eric Vanderjagt (303.868.0993)  
 After Hours Access Clearances.....Nichole DePass (303.571.5000)  
**Lobby Desk.....303.820.2793**

Building Hours: 6:00 a.m. – 6:00 p.m. Monday - Friday

### Rules

**All general contractors, subcontractors, suppliers, vendors, etc. shall be immediately advised of the following rules concerning their proper conduct within the building. It is the general contractor’s responsibility to ensure that their subcontractors read and understand these rules and regulations. Ignorance of these rules is neither a waiver of liability nor responsibility.**

### Access to Jobsite

1. Access to any construction job site is restricted to the general contractor and their subcontractors. All unauthorized persons will be asked to leave the job site. **All contractors and subcontractors must check in at the Lobby Desk so security knows where they are in the building. They will leave a copy of the identification and retrieve it when they are finished for the day.**
  
2. **Contractor must inform the management office in writing of construction start and completion dates. They must also provide the management office with a construction schedule and a list of subcontractors, contact names, and phone numbers. In addition, Contractor must supply the management office with current certificates of insurance for all contractors and sub-contractors (see insurance requirements below).**



3. **The dock is for loading and unloading only with a 20 minute maximum.** The loading dock is open from 6:00 a.m. to 6:00 p.m., Monday through Friday. The delivery of merchandise, supplies, fixtures, and other materials or goods to and from the work area and all loading, unloading, and handling **MUST be done BEFORE or AFTER Building Hours** and scheduled in advance with the Management office for security clearance. Small 1 trip loads may be done between 9 am – 11am or 1 pm to 4 pm.
4. **Any work that involves loud noises or strong odors MUST be done BEFORE or AFTER Building Hours.**
5. Construction crews shall provide their own parking. Any unauthorized vehicle in the loading dock area shall be ticketed and towed at its expense.
6. The padded elevators are to be used solely for the transportation of materials and are available for contractor and general building use. After hours scheduling of elevators must be coordinated with the Management office. Stocking and/or vertical movement through the building of materials and/or personnel and equipment for tenant finish work shall be facilitated by use of the padded elevators only. **At no time shall Contractor, its workmen or suppliers, transport equipment or supplies via unpadded elevators. The cost of repairs shall be assessed against Contractor if elevators are damaged by use of contractor or subcontractor employees.** It is mandatory that Contractor clean the padded elevator(s) during and after use. **Door Opening = 42” x 103” Width =78” Height =112” Depth =55”**
7. Stocking shall take place only **BEFORE** or **AFTER** Building Hours and only by use of the loading dock, unless special arrangements have been made in advance. Contractors will not be provided exclusive use of the padded elevators at any time, though 24 hours notice will enhance scheduling opportunities. All materials must be clearly identified prior to being hoisted. The maximum load allowed in the elevators shall not exceed their maximum rated capacity of **3,000 lbs.**
8. Proper floor, wall, door frame and other protections are expected to be provided and maintained for large deliveries of materials, for entrances to construction areas, and common areas located between the freight elevator and construction areas. Construction paths across common areas and/or lobbies must be kept clean at all times and such cleaning will be the responsibility of construction contractor.



9. All after-hours work must be scheduled in advance through the building management office. If a Contractor deems it necessary to perform work before 6:00 a.m. or after 6:00 p.m. Monday through Friday, or any time during the weekend, it shall be that Contractor's responsibility to submit a request accordingly to the management office before 3:00 p.m. on that day. After-hours work may not take place without management office prior approval.
10. After-hours access to tenant spaces or secure floors will require written authorization from the tenant before access will be granted. Extra costs, if any, incurred by Manager to facilitate Contractor's after-hours work, shall be reimbursed to the Manager by the Contractor.
11. Contractor must provide the management office with a list of after hours/emergency contact names and phone numbers for 24-hour notification during the length of the construction job.
12. No equipment or materials are to be stored outside the confines of the specific construction area without written permission from the management office.
13. All Fire System testing and inspections are to be scheduled through the office **after Building Hours**.

## Insurance and Indemnification

1. Contractor shall, subject to all of the terms set fourth below, maintain at its own expense, throughout the life of its performing work at Park Central and the additional time periods specified below, the minimum types and amounts of insurance set fourth below, which insurance shall be placed with insurance companies rated, at a minimum, "A" by Best's Rating Guide and shall incorporate the provision requiring the giving of written notice to Manager at least thirty (30) days prior to the cancellation, non-renewal, or material modification of any policies as evidenced by return receipt of United States certified mail:
  - A. **Workers Compensation Insurance** affording thirty days written notice of cancellation to Manager. The amount and scope of such insurance shall be the **greater of** (1) the insurance currently maintained by Contractor, (2) any amounts and scope required by statute or other governing law.



**Commercial General Liability Insurance on an occurrence basis in an amount equal to the greater of** (1) the insurance currently maintained by Contractor or (2) \$2,000,000 each occurrence; and such insurance shall include the following coverages: (1) \$2,000,000 completed operations coverage, (2) TBD \$1-\$50,000,000 blanket contractual coverage, including both oral and written contracts, (3) \$2,000,000 personal injury coverage, (4) \$2,000,000 general aggregate per project/location, (5) \$5,000 medical payments, (6) **TR Park Central, LLC, Invesco Advisers, Inc. & Jones Lang LaSalle Americas, Inc. its successors and/or assigns ATIMA, shall be added as additional insured's with respect to the above liability policies,** including completed operations coverage, (7) an endorsement affording thirty days notice to Manager in the event of cancellation of coverage, and (8) an endorsement providing that such insurance as is afforded under Contractor's policy is primary insurance as respects to the Manager and that any other insurance maintained by Manager is excess and noncontributing with the insurance required hereunder. No endorsement limiting or excluding a required coverage is permitted. In no event shall the deductible on any such policy of insurance exceed \$10,000. Claims-made coverage is not acceptable. Please see attached documents for more information regarding insurance requirements. **NOTE: THE ADDITIONAL INSURED ENDORSEMENT REQUIRED HEREIN SHALL BE AN ISO FORM (CG 2026 11 85), OR EQUIVALENT.**

Endorsements and Certificates of Insurance shall be mailed or faxed to the **Certificate Holder** as described below:

Jones Lang LaSalle  
 1515 Arapahoe Street  
 Tower 1, Suite 115  
 Denver, CO 80202  
 303.200.9425 (Fax)

- C. Business Automobile Liability Insurance in an amount equal to the greater of (1) the insurance currently maintained by Contractor or (2) \$1,000,000; and including the following coverages (I) owned autos, (II) hired or borrowed autos, (III) non-owned autos, and (IV) an endorsement affording thirty days written notice of cancellation to Manager in event of cancellation of coverage. No endorsement limiting or excluding a required coverage is permitted.
- D. Contractor shall deliver to Manager written evidence of the above insurance coverages, including the required endorsements, prior to commencing work.



- E. If Contractor fails to furnish and maintain the insurance required herein, Manager may (but is not required to) purchase such insurance on behalf of Contractor, and Contractor shall pay the cost thereof to Manager upon demand and shall furnish to Manager any information needed to obtain such insurance. Moreover, at its discretion, Manager may pay for such insurance with funds otherwise due to Contractor, if work contracted directly with Manager.
- F. If Contractor performs any work on a design-build basis, then Contractor shall also, for all such design work, be required to secure professional liability insurance (either in the name of Contractor or in the name of the engineer or other design professional performing the design work) in an amount equal to the greater of (1) the insurance currently maintained by the engineer or other design professional performing such design work, or (2) \$2,000,000; on a claims-made basis. Said insurance shall be maintained at all times during the engineer's or other design professional's performance in connection with the building, and for a period of five years following completion of related construction. In no event shall the deductible on any such policy of insurance exceed \$25,000.
2. Contractor shall indemnify, defend and hold TR Park Central, LLC & Invesco Advisers, Inc., D/B/A 1515 Arapahoe and Jones Lang LaSalle, Americas, Inc., and any subsidiary, parent or affiliate corporations of both of them, and all of their directors, officers, agents and employees (collectively, "Manager") harmless from all losses, claims, liabilities, injuries, costs and expenses that Indemnities may incur by reason of any injury or damage or loss sustained to any person or property or entity arising out of or occurring in connection with Contractor's alleged or actual acts, errors or omissions or the alleged or actual acts, errors or omissions of any subcontractor of any tier or any other person directly or indirectly employed by them, or any of them, while engaged in the performance of the work at the building, or any activity associated therewith or relative thereto. Contractor's duty to defend and indemnify Manager and Manager shall exist even if the alleged injuries or damages sustained by the claimant are the result in part of Manager or Manager's active or passive negligence, but the duty to defend and indemnify Manager shall not extend to injuries or damages that are the result of Manager's sole negligence or willful misconduct. Contractor's duty to defend is separate and distinct from the duty to indemnify and shall immediately arise when a claim is asserted against Manager in connection with the performance of Contractor, or those for whom Contractor is liable, in connection with this Contract, and regardless of whether others may owe Manager a duty of defense and/or indemnity. The indemnity rights and obligations identified in this Contract shall be, and are, the only indemnity rights and obligations between the parties, in law or equity, arising out of or related to this Contract, the building (and any project being performed thereto), and any claims asserted in relation thereto.



## Cooperation

1. Manager may require that hoardings be constructed around work areas and that all work be conducted and all tools and materials be kept behind such hoardings and that all cutting, drilling or other noisy work is conducted outside occupied tenants' normal business hours.
2. The Contractor is responsible at all times for keeping work areas and adjacent areas free from accumulations of waste material and/or rubbish caused by their subcontractors, workmen or suppliers. The Contractor is responsible for leaving the work area in a broom clean condition at the end of each work day. The Contractor is also responsible for the final clean up which shall include but not be limited to light fixtures, windows and trim, entries and public space affected by the work, janitorial rooms, and mechanical rooms. Any repair or cleaning cost incurred by Manager relative to the Contractor's work, including but not limited to delinquency in attending to repairs or cleaning, shall be paid by the Contractor.
3. In accordance with Colorado State Law and LEED USGBC policy, 1515 Arapahoe maintains a no smoking policy, this includes cigarettes and/or marijuana. Being a LEED Gold certified building, there is no smoking within 25 feet from all entries, outdoor air intakes and operable windows. This includes all common areas, the lobby, restrooms, stairwells, elevators and the parking garage. Please do not use the planters on the second floor plaza to extinguish your cigarettes. Ashtrays are available for cigarette smoking only on the second floor plaza and outside the Arapahoe Street doors next to Skyline Park. **Smoking is absolutely prohibited in construction areas, common areas, non-public areas the parking garage and loading dock.**
4. Contractors, subcontractors, workmen and suppliers shall be required to use restrooms designated by Manager for use by construction personnel. Damages shall be repaired at the damaging contractor's expense as reasonably determined by Manager. Use of building restrooms other than those designated are restricted and are off limits to construction personnel. Restroom facilities shall be maintained by the Contractor while work is underway.
5. Manager also retains the right to deny building access to any individual(s), permanently or temporarily, if in Manager's sole discretion such individual(s) commit(s) any action which could be considered detrimental to the building, its personnel and/or its tenants.

## Technical Procedures

1. This building has sensitive fire and life safety systems, therefore various precautions need to be taken by Contractor in order to avoid false alarms. These precautions will likely include covering smoke detectors and/or periodically disabling fire alarm zones. Any work that may



impact the fire and life safety systems must be coordinated through the building management office. Costs incurred by Manager for false alarms caused by Contractor will be passed on to Contractor. Methods employed to avoid false alarms must not compromise life safety in the building.

2. Emergency lighting, life safety and energy management systems shall not be disconnected under any circumstances without prior written approval from Manager. Upon receiving approval, the work shall be scheduled through the building management office 24 hours in advance. Work shall be performed expeditiously and emergency facilities shall be restored immediately upon completion. Additionally, building personnel, who monitor all life safety systems, must be notified at 303.571.5000 or 303.820.2793 prior to any such work being started.
3. Building return air shafts, and Variable Air Volume (VAV) boxes, where applicable, must be protected under dusty conditions by the use of a suitable filter media. Installation and removal of such media should be coordinated through the property management office. **Proper dust control measures must be used and maintained at all times, including installation of filter media at the return ducts to the air handler room (return air plenum), and pre-filters at the air handler intake located at the front of each unit. Contractor will be responsible for any and all damages to motors and/or variable frequency drive equipment, due to infiltration of contaminants.** Air handling rooms must be returned to the same condition at the end of a project as they were before construction commenced.
4. All abandoned equipment, cabling, ductwork, piping, etc., shall be removed by Contractor at the time it becomes abandoned or at the time it is discovered abandoned. Verify with Manager prior to removal.
5. No core drilling, concrete removal or structural steel alteration shall be performed without prior written approval of Manager and Manager's structural engineer, if required. X-rays may be required prior to any and all core drilling. The Contractor must take prudent precautions to ensure that no one (including occupants, visitors, building personnel, inspectors and workmen) will be exposed to potentially harmful rays. Core drilling and X-rays must be performed before 7:00 a.m., and after 7:00 p.m., or on weekends and should be coordinated at least 48 hours in advance through the property management office. In addition certain types of demolition and the use of powder-actuated tools should be coordinated through the management office to minimize conflicts with other tenants in adjacent spaces or floors.
6. Temporary power is available at the electrical room on each floor. Additional power requirements beyond those provided shall be the responsibility of the Contractor.



7. All temporary lights shall be provided and maintained by the Contractor. Contractor is responsible for turning off lights and breakers each night.
8. Manager shall be notified 24 hours in advance before Contractor cuts into any duct, sprinkler line, water meter, or before moving any air handling equipment, thermostat, etc. Additionally, a 24-hour notice shall be given prior to any varnishing, draining of sprinkler lines, or use of toxic materials so that ventilation requirements may be reviewed. **Drainage of sprinkler lines must occur after hours to avoid odors permeating the building during normal business hours. Additionally, work on sprinkler lines (cutting, draining, etc.) on tenant occupied floors shall occur only after regular business hours.** Manager reserves the right to withhold approval for Contractor to use any materials which Manager, in its sole discretion, deems could be harmful to the building or its occupants.
9. Painting, varnishing, and any processes that involve petroleum or solvent-based chemicals **MUST be performed BEFORE or AFTER Building Hours.** Latex or water-based processes may be reviewed on a case by case basis for application during normal working hours.
10. Final fire alarm tie-in shall be performed by Fire Alarm Services (303.466.8800) at Contractor's expense. No exceptions will be considered.
11. All cabling (including but not limited to telephone and computer cabling) shall be plenum rated and independently supported; existing wires, pipes, conduits, ceiling grid, etc. shall not be used to support cables.
12. 1515 Arapahoe relies on an energy management system to control its lighting and HVAC. **Prior** to any demolition or remodeling, Contractor shall review with Manager the location of all related wiring, sensors and thermostats and ensure they are not damaged in conjunction with Contractor's work. In the event that temporary removal is necessary, Contractor shall obtain Building Management's prior approval, which shall require a plan for their relocation/re-installation. Unapproved removal of any components in this system will result in a back charge to the Contractor for repair, replacement and incidental costs.
13. Contractor **must** have a minimum **10 lb. ABC fire extinguisher** on the construction site at all times.
14. All flammable, combustible, and toxic materials are to be stored in approved containers supplied by the contractor at all times. No gasoline-powered devices will be permitted within the building. All equipment will be electrically operated. All hazardous materials





must be removed by the Contractor according to EPA and OSHA guidelines upon completion of the project.

15. No one shall be allowed to endanger the building or its occupants in any manner whatsoever. Contractor shall immediately correct any hazardous conditions. If contractor fails to correct the hazardous condition, Jones Lang LaSalle Management reserves the right to correct the situation at contractor's expense.
16. All construction debris shall be removed on a timely basis and shall not be allowed to produce a fire hazard. If contractor fails to keep the premises clean, Manager reserves the right to remove the debris at the contractors' expense.
17. **Existing window blinds should be pulled to the top of the window and covered in plastic for duration of the job.**
18. Retail construction areas must utilize paper window coverings at all times during the construction process.
19. Tenant telephone equipment may not be installed in the building telephone closets. Tenant telephone equipment must be installed within the tenant's leased premises. Please notify the management office if tenant communications equipment is planned for installation in the building telephone closet.

## Code Compliance

The Contractor, at its sole expense, shall procure all legally required permits relative to the construction work, and shall, during construction, comply with all applicable legal requirements. The construction work shall, once completed, comply with all applicable laws, ordinances, regulations, codes or orders of any state, municipal or other public authority affecting same, and with all requirements of the local fire rating insurance organization, the Denver Fire Department and other similar bodies.

## Safety

1. All state, local and federal safety rules and regulations must be observed at all times. All contractors shall cooperate in every detail with any and all other safety requirements imposed by Manager.
2. Each Contractor shall be responsible for providing and maintaining its own first aid kit.



3. Contractor shall ensure that proper working attire is worn at all times Contractor's workmen are on site.
4. Contractor must comply with all applicable EPA, OSHA, and Colorado Regulation #8 guidelines concerning asbestos. Proper training consistent with OSHA regulations is required prior to project commencement.
5. Contractor must comply with all federal, state and local codes pertaining to hazardous materials. Contractor must supply appropriate documentation including but not limited to Material Safety Data Sheets covering materials used on this job. All hazardous and toxic materials must be stored in original containers with D.O.T. approved labels in a location specified by building management. Manager reserves the right to restrict and/or deny the presence of toxic or flammable materials in the building. Information relative to any toxic or flammable materials shall be provided to Manager before such materials are brought into the building.
6. **AT NO TIME SHALL CONTRACTORS EMPLOY METHODS TO PREVENT STAIRWELL DOORS FROM CLOSING AND LATCHING. THIS IS A CODE VIOLATION THAT WOULD SEVERELY IMPACT THE PRESSURIZATION ASPECT OF THE BUILDING'S FIRE SAFETY SYSTEM DURING AN EMERGENCY.**

## Damage Prevention

1. Contractors are only permitted access to the specific floors on which they are working. All other areas are considered off limits.
2. Any access required into a finished area shall be coordinated by the Contractor through Manager. The Contractor shall then assume complete responsibility for the area and shall bear all costs for repair of new or existing work.
3. Contractors doing work on an occupied floor are required to protect all finished floors and walls as necessary, but with a minimum 6 mil. Visqueen until all major deliveries have been received and all drywall work is completed. Repairs for any associated damage shall be the responsibility of the Contractor.
4. Each Contractor will be responsible for properly protecting and safeguarding its work. The Manager shall not in any way be held liable for damage or loss to Contractor's work. Damage shall, however, be paid for by the damaging contractor as determined solely by Manager.



5. Any damage to existing base building work shall be the responsibility of the damaging contractor as determined by Manager.
6. Janitor closet(s) shall become the Contractor's responsibility upon start-up of work. Upon completion of work, Manager shall inspect the janitor closet(s) and, if necessary, may complete clean-up, routing, repainting, etc. Associated costs shall be forwarded to the Contractor. Janitor closets, electrical closets, and telephone rooms shall not be used for storage **at any time**.
7. Manager shall have sole determination with respect to the appropriate incidental charges (i.e., damage or non-compliance charges) allocated to Contractor.

## Other

1. Manager may inspect construction areas at any time, and stop work if Contractor is not in compliance with these rules and/or not performing work in accordance with plans and specifications approved by Manager. Such work stoppage shall not relieve Contractor of its responsibility for timely completion of work pursuant to any contractual agreement.
2. Since there is inadequate room on site for dumpsters, Contractor must arrange for removing trash from the building. Hauling must be scheduled after-hours.
3. Contractors and subcontractors shall be responsible for providing all necessary tools and equipment to perform the work.
4. Manager does not provide for the Contractor's security at the job site. Security shall be the responsibility of the Contractor. Manager must be provided two (2) master keys for each "lock-off" area under the control of a Contractor.
5. Provisions for Contractor's job site telephones shall be Contractor's responsibility.
6. No build-out materials are to be taken from Manager's stock unless Contractor has obtained prior written approval to use such materials (in specified quantities) from Manager, to the extent that Manager has any stock available. A complete list of requested materials is needed and 24 hours' notice required prior to pick-up.
7. At the completion of the job, deliver any warranty information, as-built drawings, air balance reports, and a copy of the Certificate of Compliance to the Jones Lang LaSalle Management office.



8. Contractors, subcontractors and suppliers shall be responsible for submitting lien releases at the time final payment is made. If such lien releases are received by a tenant, they shall be forwarded to Manager.
9. Where a Contractor is engaged directly by a tenant, all references to “Manager” herein shall be considered “Landlord.” The tenant is responsible for the performance of the Contractor, their subcontractors, workmen and suppliers, as well as any expenses incurred by the Contractor from Manager. No work shall commence without Manager’s advance written approval of plans. Any relative action detrimental to the building and/or its tenants shall become the sole responsibility of that tenant.
10. **NO RADIOS**, television sets, or recorded music will be allowed on the construction site (headsets may be used).
11. Regulations supplemental to those above may be incorporated as part of these Construction Rules if deemed appropriate by Manager.
12. 1515 Arapahoe is certified LEED Gold. We ask that during construction you use sustainability and recycling practices.