

**1300 MAIN**  
**GENERAL RULES AND REGULATIONS**  
**FOR CONSTRUCTION**

(CONTRACTOR TO POST SIGNED-OFF COPY OF THIS IN ITS ENTIRETY IN THE SUITE/AREA UNDER CONSTRUCTION)

Project Name: \_\_\_\_\_

Contractor:  
Name and Address \_\_\_\_\_

Manager: Transwestern  
1300 Main, Suite 1200  
Houston, Texas 77002  
281-822-3669

Prior to any work commencing, the General Contractor/Contractor/Vendor/Supplier (“Contractor”) must submit the following for review by Manager:

1. Certificate of Insurance naming Manager and Owner (general liability & workman’s compensation).
2. Complete Sub-contractor list.
3. Schedule of construction.
4. Complete and current set of the approved construction/contract documents.
5. Building Permits and other Governmental clearances.
6. Name and Emergency telephone number(s) of the responsible Project Manager for the project.
7. Foreman/Field Superintendent’s home phone and cellular number.

Contractor shall advise all sub-contractors, trades, employees, supplies, delivery drivers, and others associated with this project, of the following building rules and regulations concerning their proper conduct within the building. **It is the Contractor's responsibility to ensure everyone reads and understands these rules and regulations. Ignorance of it is not a waiver of liability or responsibility.** Failure to comply with any of these rules may result in your contract being canceled, your people being asked to leave the job site and/or fines given to the Contractor. The Contractor is ultimately responsible for the conduct of his Subcontractors, Suppliers, Employees, etc.

1. A pre-construction walk must be scheduled with the Manager to inspect for damage to all common areas, building systems including electrical and HVAC, missing components, damaged windows/window coverings, restrooms, elevators, elevator lobbies, and other areas. It will be assumed by Manager that all areas are in good condition and repair unless other noted prior to any construction work commencing.
2. No one shall be allowed to endanger the building, its premises or its occupants in any manner whatsoever. If such a situation occurs, the Contractor, Subcontractor, Supplier, etc. shall immediately take steps to correct and eliminate the hazardous condition. In the event that the Contractor's personnel fail to perform in a satisfactory manner, the Manager/Owner reserves the right to immediately take steps to remedy the hazard at the Contractor's expense.
3. All “loud” work, such as, but not limited to, demolition and installing floor track, shall be performed after normal business hours during 6:00 PM to 6:00 AM unless approved in advanced by the Building Management Office. Building management reserves the right to stop any work at any time due to excessive noise. It is the responsibility of the Contractor to properly budget

time for such loud work to be performed and thus it is assumed all budgets include proper allowances for such work to be performed after-hours.

4. The building is equipped with a freight elevator to serve all floors; all Owner Improvement Contractors and Contractor personnel are to use only the freight elevator for transportation of men, materials and equipment. No personnel or equipment are permitted within the finished passenger cabs (unless written permission is given); these are reserved for occupants of the building and their guests. If any Contractor personnel are found in the passenger cars with tool belts, material, equipment or tool chests, the elevators will be immediately inspected for damage and contractor shall be required to repair such damage. The individual may be required to leave the site.
5. All Contractors and all personnel shall enter and exit through the loading dock at all times or other locations as determined by Building Property Management. All Contractors shall sign in at the Security Desk located in the lobby upon entering the Building.
6. All deliveries are to be accepted, moved, and delivered to the work area by Contractor. When accepting deliveries; Masonite must be laid to protect floor finishes. It is the Contractor's responsibility to keep public areas clean at all times. Deliveries are limited to 6:30 PM-6:30 AM, 9:00 AM - 11:00 AM, and 1:30 PM - 4:00 PM. All elevators, floors, lobbies, and loading docks must be cleaned immediately after each delivery using the Contractor's cleaning equipment and supplies.
7. All material deliveries shall be made at the loading dock or designated area by property management. Contractor, where applicable, shall coordinate any and all deliveries with the Building Management Office. Contact Management if you have any concerns regarding the size of the vehicle. Material will be brought through the loading dock to the freight elevator. Hazardous material is not allowed on site, without prior written notification of type and quantity and authorization by the Building Management Office. All deliveries consisting of bulk material must be made between the hours of 6:00 PM and 6:00 AM, and must be scheduled at least 24-hours in advance with the Building Management Office. If deliveries are to be made at other times, approval must be obtained from the Building Management Office. At no time will material be transported through the building lobby or public areas unless specifically authorized in writing.
6. All construction waste and debris shall be removed via the freight elevator to the loading dock. Construction waste and debris shall only be removed between the hours of 6:00 PM to 6:00 AM. No construction waste or debris may be placed in the building dumpster. The Contractor will provide for removal of waste and debris from the building at his own expense. If a dumpster is required (space allowing), the location shall be authorized by Building Management office. The Contractor will keep the loading dock free from debris. All trash must be removed via trash hauling methods (no dumpsters) unless otherwise allowed by Management.
8. Construction personnel shall at all times maintain the highest level of project cleanliness. All construction debris shall be removed through the service elevator on a daily basis and shall never be allowed to produce a fire hazard. In the event that the Contractor fails or refuses to keep the demised premises free of accumulated waste, the Building Management Office reserves the right to enter said premises and remove the debris at the Contractor's expense.
  - a. In addition, all public areas, i.e., corridors, restrooms, janitor's closets, etc. shall be maintained and kept free of construction debris, dust, etc. Contractor shall provide moistened walk-off mat at all exits from the construction site to the common corridor. Any flammable or hazardous materials (i.e. paint) may only be stored on the premises with prior permission of the building management office that shall designate an area for such storage. **All cleaning will be performed using the Contractor's supplies and equipment; access building supplies and equipment will not be granted.**

9. Pre-filters shall be installed over regular air filters on all return air openings on floors under construction. Pre-filters will be replaced every 14 days. If building filters or equipment requires replacement or cleaning due to construction dust, the Contractor will be charged. Contractor will temporarily install filters in any demising firewall damper. Contractor is to remove these filters at the end of the job, prior to final punch list walk. If procedures are not followed as outlined, and cleaning of air handler coils is required, work will be performed by Management at Contractor's expense. Mechanical rooms are not storage areas and thus are not to be used as such at any time. Materials left in Mechanical rooms are subject to removal by Management without notice.
10. All Owner entrance and exit doors are to be kept closed to restrict the movement of dust, dirt, and noise. Close off temporary openings with polyurethane. Due to local fire codes, no openings may be made on an occupied floor to the corridor unless the premise is "fire watched." See No. 16 for fire watch procedures and penalties. All corridor doors must remain closed and secured unless materials are being delivered to the construction site. All HVAC filters in fan rooms shall also be delivered in operable condition at time of completion (thus a temporary filter should be added to the existing filter).
11. Specific Restrooms will be designated for Contractor use. Anyone found using restrooms (other than specifically designated restrooms for contractor use) or janitorial closets will be subject to dismissal. Said restroom, any/all sinks and/or drinking fountains will NOT be used for disposing of anything or washing of anything. Contractor will be fined \$300.00 per offense, and the person will be asked to leave the project. No one is permitted to use the janitorial closets without management's permission. Upon completion of each Owner improvement, the Contractor will be responsible for restoring the facility to its original state.
12. All corrective work or work performed in occupied spaces at any time must be scheduled and approved by the Building Management Office and must be immediately cleaned up by the workmen prior to their leaving the job or at the end of the business day if the project is on-going. The Contractor shall be responsible for all costs incurred by the Building Management Office if this clean-up work is not performed satisfactorily.
13. All traffic control, flagmen, barricades, etc., as may be necessary or required by any agency having jurisdiction, shall be the sole responsibility of and at the expense of Contractor.
14. All Contractors are to take precautions to prevent the accidental tripping of the fire alarm system. False alarms shall be fined to the Contractor at \$ 300.00 each offense. All Fire Life Safety devices shall be properly protected from dust and damage at all times and must be operational at the end of each workday. The fire panel shall be free of alarms, trouble, and supervisory signals at the end of each workday.
15. No gasoline-operated devices, i.e., concrete saws, coring machines, welding machines, etc., shall be permitted within the building premises. All work requiring such devices shall be by means of electrically operated substitutes.
16. All welding equipment (gas and oxygen canisters), will be pre-approved by Building Management Office, and shall be properly chained and supported to eliminate all potential hazards. Welding will only be done with a qualified, properly equipped fire watch present. Violation of this will result in a \$1,000.00 fine to Contractor. All area around any welding will be protected from spark. Contractor is to notify Building Management Office 24 hours in advance to any welding. At the completion of use, said containers shall be removed from the building.
17. Please contact the Building Management Office 24 hours in advance to schedule work on the following building systems: (Any disruption of services will be scheduled at the Building Management Office's discretion.)

- a. Domestic water.
  - b. Fire Life Safety System (alarm, speaker, or strobe) installation, tie-ins or testing. All FLS final ties-ins will be done by Building Owners approved FLS contractor at Contractors expense. Twenty-four hours notice to the Building Management Office is required. Testing will be done between 6:00 pm and 6:00 am.
  - c. Electrical tie-ins to base building or the addition of equipment to any area other than the Owner suite except sub panels located within the Owner premises.
  - d. Sprinkler system.
  - e. Telecommunication and Satellite Dish.
  - f. Any work that will take place outside the demised Owner space (i.e. floor coring, electrical, etc.) requires 48 hours advance notice.
  - g. Any tie-ins that may affect other Owner spaces.
  - h. Noise or odor producing work.
18. Note: If a utility or building alarm is to be turned off for Contractor's work, Contractor must notify the Building Management Office prior so security can disarm the system. Any system that is turned off will need a person to stand guard as fire watch. If it is discovered that a fire watch is not posted, the Building Management Office will post a security guard at market rate around the clock. Said expense will be deducted from the Contractors contract along with a \$1000.00 penalty. If a security system or fire life safety system is disabled, it must be enabled by the end of each days work.
19. Construction personnel are not permitted to block open any entry door, stairway doors and electrical room doors. These doors provide the fire protection required by code. Violation of this provision shall be subject to a \$200.00 fine and/or removal of subcontractor from site. Janitorial doors shall be kept closed at all times on occupied floors.
20. Contractors shall provide and keep available the required amount, based upon square footage, of fire extinguishers, within the demised premises during construction.
21. Contractor/Subcontractor shall inaugurate and maintain an accident prevention program and an employee safety-training program.
22. All employees on the job, regardless of whose direct payroll they are on, shall be required to respond to safety and emergency (i.e. evacuation) instructions, including alarms, from the Contractor's supervision. Persons who do not respond shall be removed from the job.
23. Respect must be shown to the Building Tenants and personnel at all times. Rude and obscene behavior, including foul and abusive language, will not be tolerated. All clothing will be appropriate and non-offensive. Offenders will be asked to remove themselves from the premises and shall not be permitted to return.
24. Any persons not on the approved Contractor list will be denied access to the property - no exceptions. All Contractors, vendors, employees, guests, invitees, agents, etc., must sign in with Security at their desk in the main lobby. A building security clearance form must be filled out at least once a week which lists all sub-contractors working in the building and the times they will be on site.
25. All workers are required, when and where applicable, to wear on their person the Building Management Office approved vendor badges. These badges can be checked out on a daily basis from the Building Management Office. Contractor will be charged \$25.00 for each badge not returned from his trades.
26. No tobacco smoking or chewing will be permitted in the building. Smoking is permitted in designated areas only.
27. No radios or other sound producing equipment will be permitted in the building or parking structure.

28. "Wet Paint" signs must be posted in all public areas when appropriate.
29. All exterior/site and interior common areas, near or adjacent to Construction area(s), shall be protected from all damage during the course of construction. The Contractor shall erect barriers and take other practical measures to assure protection of these areas. Areas to protect include, but are not limited to:
- Paved parking areas, sidewalks, planters, or landscaping.
  - Building shell surfaces, building entries/exits, building systems service rooms.
  - Building lobby, corridors, elevators, elevator lobbies, and stairways.
  - Building toilet facilities, telephone access rooms, signage/directories.
  
  - Soiled surfaces and/or damages occurring as a result of negligence or carelessness, on part of construction personnel, shall be immediately remedied or returned to its original condition at the Contractor's sole expense.
30. Contractor shall provide temporary electrical devices within the demised premises for their Subcontractor's use. Contractor will not be permitted to run extension cords through public space (i.e. across corridors) on occupied floors or through occupied Owner spaces.
31. The Contractor shall use reasonable measures to minimize energy consumption in the construction area when possible. The Building shall pay for normal electrical consumption during the construction process. **All lights and equipment must be extinguished at the end of the Contractor's business day.** In the event that the Contractor continues to leave lights and equipment on during off-hours, the Building Management Office reserves the right to receive just compensation for excessive electrical consumption.
32. Loading Dock parking will only be used for temporary loading or unloading of equipment and supplies. Any vehicles found in unauthorized spaces will be subject to posted parking rates/regulations/towing.
33. **No Contractor shall be allowed to start any work in the building without having a current Certificate of Insurance on file with the Building Management Office.** Contractor must keep current insurance certificates on all Subcontractors and provide certificates to Management prior to work starting. Any Contractor or Subcontractor performing work without a current insurance certificate will be immediately ordered off the premises. Contractors shall list the following, in addition to the building owner as additionally insured: **It's agents, employees, partners, and shareholders.**
34. The Contractor/Subcontractor shall obtain at his expense, all permits and licenses necessary to perform the work and shall comply with all laws, ordinances, State and Federal government regulations, and of any Board or Commission or other duly qualified body.
35. All work shall be performed in accordance with all applicable laws and the rules and regulations of all City, State and Federal agencies having jurisdiction over the work.
36. Loading Dock doors may only be opened for delivery of material after hours, otherwise, the dock doors will be locked down.
36. The Owner and/or the Building Management Office reserves the right to inspect work, stop work and/or have a worker removed from the job at any time during the contract.
37. No work is to be performed, nor materials stored in any area other than the suite under construction without prior written authorization. Any material found in any location, other than the suite under construction, will be confiscated and disposed (this includes electrical and telephone rooms). No staging of trucks or materials will be allowed in areas, which may affect traffic flow to the adjoining properties.

38. Ceiling spaces shall be left clear of all debris. No debris, equipment, or materials shall be allowed to rest on the ceiling grid or tile. Contractor shall inspect for and remove any debris found on the ceiling grid or tile. This shall include residual ceiling tile or cuttings. All deck high or "pony" walls are to be removed if the under grid wall is demolished.
39. Access to the roof and electrical rooms of the building shall be permitted only with prior consent of the Building Management office. After-hours access may require a member of Management to be on site at the expense of Contractor.
40. Any penetrations of the drywall below or above the ceiling shall be patched in such a manner as to maintain the rating of the wall and leave no opening. Any penetration through fire rated areas must be sealed with an approved fire rated sealant and conduit intended for that application.
41. All space above the ceiling is an HVAC return air plenum. As such, the use of PVC and other flammable material that does not display a factory label stating an intended use in such an area or an acceptable flame/smoke rating will not be installed in that space. Therefore, only plenum rated wire or cabling will be allowed in this area. Rating must be factory stamped and must read "CMP 4 with 100% FEP wire insulation" or equivalent on the insulation jacket. The only acceptable alternative is to provide EMT conduit and encase the non-rated cable within.
42. Exposed plenum rated cabling shall not rest on ceiling tile, fire sprinkler lines, ductwork, VAV boxes, air conditioning units, or electrical conduit. Subject cabling shall be supported from the deck above by properly anchored hangers. Under no circumstances will cabling run through dampers. Cabling shall not penetrate rated walls without conduit enclosure and rated caulking or approved fire block.
43. All equipment or conduit in the ceiling spaces that can be viewed through a return air grill shall be painted flat black. Ensure all HVAC controls are properly masked off during texturing and painting. Damaged HVAC controls will be replaced at the Contractor's expense.
44. Service access to existing equipment shall not be hampered or obstructed by added equipment or newly constructed members.
45. Contractor is responsible for implementing Indoor Air Quality (IAQ) as set forth by the Building Management Office. All return air to the building air system shall be covered with proper filter media prior to any construction and removed after all construction is completed.
46. Building Management's selected roofing contractor will seal all roof penetrations. Contractor will remain responsible for watertight integrity of any penetration until sealed.
47. EMT conduit is not to contact or be supported by HVAC units, ducts, or piping.
48. If hazardous material or dangerous conditions are suspected the Contractor is required to advise the Building Management Office before disturbing subject material.
49. Should there be a need to deviate from any of the regulations contained in this document, only the Building Management office is authorized to allow such changes.
50. All Contractors working over the weekend and after the normal hours shall provide the building management office a list of workers 24 hours prior to the worker being on site or they will be denied access. The list should also include an estimated time the Contractors will be working, the location of the work to be done, the number of employees and the working Supervisor who will be present in the building during the performance of the work.
51. Rubber non-marking wheels are required on all vehicles transporting materials in the Building or floors shall be protected. Said wheels and vehicles will be kept clean and free of debris that could be tracked onto common areas.

52. The Contractor will be required to furnish the building management office with a list of Subcontractors prior to commencement of the job. This list will include phone numbers and contacts for each Contractor/Subcontractor, including home and emergency telephone numbers.
53. Contractor and Subcontractor are not allowed to smoke, eat, or drink in the suite under construction or in any part of the building. Contractor shall not bother or remove any personal items from the Tenant's desk, furniture, etc., unless instructed by the Building Management Office. Contractor shall not enter into any Tenant's refrigerator or use any appliances such as microwave ovens, toasters, coffee machines, etc., nor should they consume any food or beverage that is the property of the Tenant.
54. The Contractor, or his agent, shall provide safety barricades or cables at floor penetrations. Such penetrations will be fire watched as described in No. 15.
55. Any existing vertical and/or horizontal area separation is required to remain intact during construction. If any separations are compromised and not immediately sealed, a fire watch will be required. See No. 15 for fire watch procedures and penalties.
56. Contractor will exercise construction noise and abatement by the use of proper scheduling practices. The peaceful enjoyment of existing, adjacent leases (above, below, or to the sides) shall not be disturbed as a result of the contractors work. Noisy and Odor Producing work, (such as, but not limited to hammer or drilling, core drilling, shooting of studs, carpet tack strips, painting, wall covering, or other Owner disturbances.); will only be allowed between the hours of 6:00 PM to 6:00 AM, Monday through Friday. All work of this nature must be scheduled twenty-four hours in advance with the Building Management Office. Contractor will be asked to leave if this is violated.

Prior to the commencement of work, this guideline must be initialed and signed by Contractor.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company and Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_