

RULES OF THE SITE FOR TENANT CONTRACTOR'S WORK

SAN JACINTO CENTER Austin, Texas

The following rules and regulations ("Rules of the Site For Tenant Contractor's Work"), governing work at San Jacinto Center ("Site") by any General Tenant Contractor or Tenant subcontractor or Supplier employed by Tenant or Landlord to supply, construct or install Tenant Improvements (the "Work"), have been established and are to be uniformly administered by the "Landlord".

- **Definition:** This section applies to all construction work beyond the scope of general repair and maintenance which is requested, designed, and contracted directly by a Tenant without Landlord as the Project Manager.

A. REQUIRED PROCEDURES

1. Upon decision that construction is needed, Tenant should promptly submit the completed form "*Tenant's Notification to Landlord for Interior Construction Requirements*" (enclosed herein, Form A) to Property Management Office.
2. Property Management office will review the form and submit it to the Landlord's Representative who will be coordinating the Landlord's requirements.
3. If the scope of work includes substantial modifications to the existing Mechanical & Electrical systems, Tenant will be required to retain the Buildings' Preferred Consulting Engineering Team, MEJ Associates. (see address and phone number on Page 3).
4. For all work that requires a permit, Tenants are required to retain an architect, licensed in the State of Texas, to prepare construction drawings. Landlord's preferred consultant is STG Design (see address and phone number on Page 3). Landlord requires that construction be permitted through the City of Austin if it meets the following criteria:
 - Involves multiple construction trades (as opposed to one trade);
 - Involves modification of any of the existing sprinkler and/or life safety systems;
 - Involves electrical or mechanical modifications;
 - Modifies the interior partition layout or layout density in any fashion;
 - Involves demising any interior spaces into separate lease spaces;
 - Installations of low voltage cabling, whether installed by the Tenant's General Contractor or another vendor; and
 - Otherwise requires permitting by the City of Austin.

5. Landlord's Representative will provide written response to documents submitted for Landlord approval in accordance with the Lease.

Landlord's review and approval will be based on the information presented on the drawings and cannot assume to include information not presented therein. Nor can Landlord's review and approval include approval of any code interpretations or requirements.

Tenant acknowledges that he understands that existing conditions are inherent to all construction and that documentation of these conditions is the sole responsibility of the Tenant and its consultants.

6. Tenant shall revise the drawings as required and resubmit to the Landlord's Representative within 7 working days of receipt of Landlord's comments, or as set forth in the Lease.

7. Prior to bidding or pricing the construction, Tenant shall submit the names of proposed Tenant General Contractors on Form B, *Tenant's Request for Approval of Bidding General Tenant Contractors* (enclosed herein) to the Landlord's Representative. Landlord strongly encourages the Tenant to include only the General Contractor's name on the enclosed preferred vendor list.

If a proposed Tenant General Contractor is not on the preferred vendor list, the required information as set forth on Form C attached herein must be enclosed with the Tenant Contractor Bidders form.

All Tenant Contractors working in Landlord's office buildings must be experienced and specialize in the interior finish construction of Class A office space and must provide the information requested on Form C, *Tenant's Request for Approval of Non-Preferred Construction* (enclosed herein).

8. Upon project award to a General Contractor, Tenant shall schedule a pre-construction kick-off meeting with the Landlord's Representative. This meeting is required prior to the Landlord allowing any construction personnel, materials or equipment to enter the premises.

The agenda for its meeting shall include, but not be limited to the following:

- Review of Tenant Contractor Rules and Regulations of the Site including review of security, parking and other applicable procedures.
- Tenant's Contractor shall provide the Landlord's Representative with the following written documentation:

- a. Certificate of Insurance
 - b. Project Directory (all contractor and subcontractor names, addresses, phone numbers (office, jobsite, home and cell and contact information)
 - c. Project Schedule
 - d. All documentation required by Lease
- Tenant shall provide a directory list of other Tenant Contractors (such as data installers, including office, cell and home telephone numbers, or security company) who will be working directly for the Tenant.
 - Pre-construction inspection of tenant premises and common areas including, but not limited to:
 - a. Common corridor spaces on the floor
 - b. Freight vestibule
 - c. Mechanical Room
 - d. Electrical/Phone Riser Room
 - e. Restrooms
 - f. Janitor's Closet

The Landlord will assign a Landlord's Representative to each Tenant project. All references to coordination with the Landlord in these rules shall mean coordination with this person.

9. Depending on the scope of the work or concerns about the work in progress, a mid-schedule construction meeting may be required by the Landlord's Representative. The date for this meeting may be scheduled during the pre-construction kick-off meeting.

San Jacinto Center Pre-Approved Tenant Consultant and Contractor List

Architect:

1. STG Design, Polly Little, 512.899.3500

Consulting MEP Engineers:

1. MEJ Associates, Walt Richardson, 512.457.8771

General Tenant Contractors:

1. Rand Construction
2. S. Watts Group
3. Trimbuilt Construction
4. Swinerton

The following is an preferred list of subcontractors that currently work at San Jacinto Center:

HVAC Controls

1. Way Service

Mechanical

1. Air Performance
2. Mtech
3. Entech

Plumbing

1. Mtech
2. Entech
3. Stellar Plumbing

Mechanical Piping/Chemical Treatment

1. Aquatech

Test & Balance

1. TNT Solutions

Electrical

1. Parker Electric
2. JS Electric
3. Excel Electric

Fire Protection/Sprinklers

1. Casteel
2. Northstar

Fire Alarm

1. Beckwith Electronic Systems

Door Hardware

1. Architectural Division 8

Locksmith

1. Cothron's Lock

B. **PERMITS**

All permits and licenses necessary for the proper execution of the Work shall be secured and paid for, with a copy to Landlord, by the Tenant Contractor prior to commencement of the Work, and shall be visibly posted within the Work Area. Building permit information can be obtained from the City of Austin by calling 512.978.4000.

C. **POSTING OF RULES AND REGULATIONS**

A copy of these rules and regulations, acknowledged and accepted by the Tenant Contractor, must be posted in the Work Area in a location clearly visible to all workers. It is the Tenant's General Contractor's responsibility to instruct its employees and all subcontractors to familiarize themselves with these rules and to enforce compliance with these rules at all times.

D. **INSURANCE CERTIFICATES**

Prior to the commencement of the Work, the General Tenant Contractor shall furnish to Landlord evidence of insurance coverage required by Attachment B-Insurance.

E. **EQUAL OPPORTUNITY EMPLOYMENT**

Tenant's General Contractor and its subcontractors shall comply with all Federal, State and Local laws and regulations regarding Equal Employment Opportunities.

F. **WORK AREA AND FIELD OFFICE**

1. Prior to commencement of any of the Work, the Tenant's Contractor shall erect construction barriers acceptable to Landlord between the Lease Premises area, as defined in the Lease, requiring improvements construction work (the "Work Area"), and any public areas or other Tenant areas in the building, and will keep the Work Area closed from public view until completion and occupancy by Tenant. The Tenant Contractor shall perform all construction activities and shall store all materials inside the Work Area. All tools, equipment, material and/or temporary facilities necessary for the Work are to be stored and remain within the Work Area.

2. Tenant Contractor shall provide Landlord with keys to all locks installed on or in the Work Area and shall provide emergency access to the Work Area at all times.

3. The Tenant Contractor, its employees, agents, subcontractors and visitors, when in the building, are to restrict themselves to the Work Area.

4. Tenant's General Contractor may provide (subject to availability) and maintain a temporary field office and telephone for its exclusive use, as required, which must be contained within the Work Area, and shall be removed promptly at the completion of its work.

G. **PROJECT SIGNS**

Tenant Contractor shall not be permitted any identifying graphics or signage on the Site or the Work Area.

H. **SITE INSPECTIONS AND ACCEPTANCE**

1. Tenant Contractor will not be allowed to occupy or start work in the Work Area until the Landlord gives written permission.

2. Prior to commencement of the Work, Landlord, Tenant's representative and Tenant's Contractor shall conduct a joint inspection of the Work Area and issue a list of any existing damage to the Premises.

3. The Tenant's Contractor shall carefully examine the base building plans and specifications, including all mechanical, electrical, plumbing, structural, architectural, civil and other special drawings, general conditions or specifications. The Tenant Contractor shall visit the Site and Work Area to fully inform itself as to all existing conditions and limitations, including those of labor, and shall include in its scope of work sufficient monies to cover the cost of all items necessary to complete the Work contemplated by the plans and specifications. Copies of the building plans and specifications can be obtained by contacting the following:

Stephanie Knapp, Senior Property Manager, 512.279.2174

4. Tenant Contractor shall verify existing as-built building dimensions prior to ordering any materials or equipment that require dimensional coordination.

5. Tenant Contractor shall be advised that the design floor loading at San Jacinto Center is 50 PSF live load, 20 PSF partition load except in select areas where there is an increased allowable load.

I. **SITE SAFETY**

1. Tenant Contractor will comply with all Local, State and Federal safety and health regulations (including OSHA) that pertain to such Work in the City of Austin and the Site. Any accidents or injuries occurring on the Site must be reported in writing to Landlord as soon as time permits following such incident, but no later than 24 hours after each occurrence. Tenant Contractor, its subcontractors, employees, agents, and all visitors are required to wear a safety helmet while in the Work Area, if applicable.

2. Tenant Contractor shall provide for the safety of employees and protection of Tenant Contractor's own work, including the covering of any holes, shaft openings, maintenance

of safety handrails, etc., so as to avoid all safety hazards. When safety rails must be removed to facilitate Tenant Contractor's work they shall be replaced as soon as work necessitating removal is complete and at close of work each day.

3. Open fires and burning of rubbish are strictly prohibited.
4. All fire extinguishers required for work shall be provided by Tenant Contractor as required by the City of Austin authorities.
5. No welding or cutting torch is to be used in the building without the prior approval of Landlord. If such approval is granted by Landlord, the Tenant Contractor must have a fire extinguisher present in the work area and maintain a fire watch at all times when the equipment is being used. Additionally, the Tenant Contractor may be required to perform any such work after-hours because of the fumes which may be associated with such welding/cutting torch usage.
6. No varnishes/lacquers are to be sprayed in the building without the prior approval of Landlord. Because of its combustible nature, this type of work should normally be done off-site. Anyone found spraying these compounds in or around the building without the approval of the Landlord will be required to immediately cease such work and remove all materials from the Site. Material Safety Data Sheets for any such materials must be submitted to Landlord and posted in the space prior to material being brought into the building.
7. Hazardous materials must be removed from the Work Area and Site daily. No flammable materials or debris shall remain in the building overnight.
8. Tenant Contractor shall immediately correct any condition that Landlord advises in writing as creating a potential safety hazard. Should Tenant Contractor not correct such condition, within a reasonable amount of time, Landlord will make such corrections at Tenant Contractor's sole cost and expense.

J. **SITE SECURITY**

1. All security for the Work, including security of materials, equipment and the Work, shall be provided by and be the responsibility of the Tenant Contractor.
2. All Tenant Contractor personnel and deliveries must sign-in at such location(s) as designated by the Landlord prior to admittance to the Site.
3. Any acts of vandalism associated with the Work Area shall be the Tenant Contractor's responsibility to pay the cost of repair and/or replacement (including insurance deductibles.)

K. **PROTECTION OF EXISTING WORK**

1. It is Tenant Contractor's responsibility to protect and maintain all existing base building work and finishes. All base building work removed and/or damaged by Tenant Contractor must be reported to Landlord as soon as possible and shall be promptly replaced and/or repaired by Tenant Contractor at Tenant Contractor's cost and expense.
2. No cutting or patching of existing work shall be permitted without prior consent of the Landlord. Request for permission to do cutting, drilling or chipping shall include explicit details and description of work, the proposed schedule, and shall not under any circumstances diminish the structural integrity or functional capabilities of the building components or systems.
3. Tenant Contractor is responsible for protection of its work and all existing work in connection with any modifications to the mechanical and plumbing system and shall contain and remove any drain-down leakage of water used for testing.
4. Temporary nails and power driven studs shall not be used on any concrete floor surface not subsequently concealed by partitions or walls. Concrete screws, sleeve anchors or bolts shall otherwise be used and properly removed.
5. Tenant Contractor will provide "walk-off mats" at each entrance to the Work Area to prevent tracking of dirt from and to public areas. These mats should be frequently cleaned and/or replaced to maintain their effectiveness.
6. To protect the base building HVAC systems and its other tenants, the Property Management at San Jacinto Center requires the contractors of its tenants to follow the measures outlined in the referenced standard, *SMACNA's IAQ Guideline for Occupied Buildings Under Construction*. The Tenant Contractor is responsible for installing and maintaining pre-filters with a MERV-8 minimum rating on all HVAC units in the Work Area, including openings of any return air or transfer air ducts that come from the space being renovated. All pre-filters shall remain in place until completion of the Work. On completion of Work, the Tenant Contractor, at its sole cost, will remove and discard all old pre-filters and permanent filters and replace permanent filters with new filters. Prefilters shall be checked frequently to maintain their effectiveness. Prefilters on HVAC units shared with occupied tenant spaces shall be monitored carefully.

L. **WORK APPROVAL**

1. All Tenant Contractors and Subcontractors, drawings, scope changes, and, where applicable, materials must be approved by Landlord prior to start of construction. Any scope changes must be approved prior to start of the change order Work.

2. All structural modifications and concentrated loading of materials must have prior approval (at Tenant's cost) of the base building structural engineer and of the Landlord.
3. All mechanical modifications involved in the Work must have prior approval of the Landlord.

M. **CONSTRUCTION SCHEDULE**

1. Tenant Contractor shall submit to Landlord a detailed construction schedule prior to the commencement of the Work. This schedule should indicate the start of construction, construction duration for all major elements of the Work, the anticipated construction completion, and a list identifying all long-lead procurement items.
2. Any "critical path" work requiring coordination with the Landlord or Landlord's Contractors shall be highlighted and noted in the transmittal letter.

N. **WORKER CONDUCT**

General Tenant Contractor shall be responsible for all actions of its subcontractors, employees, agents and visitors, while on the Site. No loud or abusive language or actions will be allowed. Playing of music, which can be heard outside of the Work Area, will not be allowed. **SAN JACINTO CENTER IS A NO SMOKING PROPERTY.**

O. **TENANT CONTRACTOR PARKING**

1. Provided there are parking spaces available in the San Jacinto Center Parking Garage, the General Contractor may purchase up to two (2) monthly parking passes at the current non-reserved rate. These two permit holders must park on Level P-3 at all times and no other permits will be provided to General Contractor or its subcontractors. All other employees and subcontractors must park offsite. If employee or subcontractor prefers to park in the garage, they may do so only on P-3 (personal vehicles only) and pay the daily posted rate. All employees and subcontractors still need to check in at the loading dock before entering the building regardless of where they park.
2. Parking- Illegal parking on the San Jacinto Center property is prohibited and will be towed without notice! This includes all contractors, subcontractors as well as any other unauthorized vehicle in the area by the loading dock.
3. Parking is only permitted in the loading dock if the vehicle that is parked there is in the process of making a delivery. Once the delivery has been made, the vehicle must move immediately.

P. **WORKING HOURS**

1. Construction work is permitted in non-public areas during normal building hours, 7:00 a.m. to 7:00 p.m. Monday through Friday, except holidays, and 8:00 a.m. through 1:00 p.m. on Saturday. Work in building common areas is permitted after-hours only. After-hours work may be required for certain construction activities and for deliveries of materials or equipment requiring extended use of the building elevators. Requests for after-hours work must be in writing on the After-Hours Access form and turned in to Landlord by 3:00 p.m. on the prior business day.

2. To prevent the disturbance or interruption of normal business operations, certain operations must be performed outside the hours of 7:00 a.m. to 7:00 p.m. Monday through Friday, and 8:00 a.m. to 1:00 p.m. on Saturday. These operations include but are not limited to:

a. **Any work that generates noise, odor, vapors or vibration which may be disruptive to normal office procedures elsewhere in the building. If the neighbors can hear the construction, it is noisy work.**

b. Jackhammer, drilling or cutting of concrete floor slab.

c. Drilling, cutting or work to any structural member.

d. Sanding, chiseling or leveling of the concrete structure.

e. Shooting of track.

f. Any access into an adjacent Tenant space to the side, above or below the Work Area must be scheduled with and coordinated by the Landlord at least 48 hours prior to work. At the adjacent Tenants' request, Tenant Contractor may be required to provide, at Tenant Contractor's cost, security coverage while Tenant Contractors are in the Tenant space.

g. All workers on property must be listed on an after hour clearance form; otherwise security will turn them away. Landlord needs advance notification of at least 24 hours.

h. Hot work - a hot work permit is required to be filled out at security.

3. Contractors will be charged \$500.00 per occurrence of disturbing the tenants business hours. If there are concerns whether the noise level is too loud, contractors may contact Property Management to test.

Q. **TEMPORARY UTILITIES:**

1. The Tenant Contractor will be afforded access to electricity for lighting and small power tools at the electrical closet on each floor. The Tenant Contractor shall turn off all lighting at the end of Normal Hours. After-hours lighting must be limited to areas where personnel are actually working.

2. The Tenant will be charged directly for the use of electricity, water consumption and HVAC use, unless otherwise provided in the lease. Utility charges (electrical and water consumption during construction, not including HVAC requests) are \$.03 per square foot per month of construction. Charge subject to change with power rates.

3. When phone services are required, Tenant Contractor must make all arrangements and pay all cost associated therewith.

R. **ELEVATOR OPERATION**

1. Tenant Contractor shall perform all hoisting, rigging and final placement of materials and equipment supplied under its contract. Use of service/ freight elevator will be allowed in accordance with the following requirements and the loading dock operating procedures in Attachment E.

a. Service/freight elevator will be available for hoisting of materials and personnel only through prior arrangements with the Landlord.

b. All after-hours materials hoisting must be scheduled and coordinated with the Landlord a minimum of 24 hours prior to the time needed for deliveries. The Landlord reserves the right to charge the Tenant or Tenant Contractor for any actual costs incurred for after-hours use (i.e., extra security, etc.).

c. All materials, pallets, etc. to be hoisted in service/freight elevator must be containerized and broken down or sized to fit the elevator cab and will be limited in weight and size to the capacity of the elevators as follows:

San Jacinto Center Freight Elevator:

Door - 4' wide, 7' high

Cab - 5' 6" wide, 9' 2" deep, 8' 4" high

Weight capacity - 4,500 lbs.

2. Should the need arise for a dock officer and/or elevator operator to be present to support hoisting requirements, the cost of these positions will be billed to the Tenant Contractor.

3. Any and all unscheduled deliveries will be turned away.

S. **DELIVERIES AND STORAGE**

1. All Tenant Contractor materials must be delivered to the loading dock at San Jacinto Center which is accessed via Brazos Street. Tenant Contractor shall familiarize itself as to accessibility, time and space limitations, and loading restrictions at loading dock. All materials unloaded at the loading docks must be removed to the Work Area immediately, shall not be left or stored at the loading dock, and shall not block or otherwise limit use of this facility in any way. No parking or blocking in any way of the corridors leading to the loading dock will be tolerated and violators will be subject to removal at Contract's expense.

2. Scheduling of deliveries of any Tenant Contractor's equipment and/or materials must be carefully scheduled with the Tenant Move-In Coordinator in which all information will be passed down to the Landlord's loading dock officer prior to the delivery. Any and all unscheduled deliveries will be turned away. See Attachment E for details on loading dock operations.
3. The Tenant Contractor shall not store any material or trash on the Loading Dock. Any material left on the Loading Dock will be discarded at the end of each day and Tenant Contractor could be billed back for costs associated with disposal of such items. Tenant Contractors will store all materials within the Work Area. Tenant Contractor will be periodically requested to help tidy up loading dock area by sweeping items due to trash produced by construction.
4. The Tenant Contractor shall in no way interfere with or endanger the public or pedestrian and vehicular traffic adjacent to the building nor interrupt the flow of traffic in or out of the building or garage. Tenant Contractor shall provide traffic personnel and coordination at street level for any deliveries or traffic related to Tenant Contractor's Work and shall procure and pay for all special street use permits as required for the performance of the Work.
5. Tenant Contractor is responsible for security and protection of all materials delivered to Site and Work Area including protection from weather and wind conditions.
6. All packing peanuts and other materials associated with Tenant Contractor's operation must be secured from scattering.
7. The Landlord's loading dock officer will be responsible for the direction and coordination of Tenant Contractor's deliveries. It is Tenant Contractor's responsibility to coordinate with the loading dock officer and transport all deliveries to the Work Area. All deliveries to the Site must identify the Tenant or the Tenant Contractor's company name and the floor where the work is being installed. Tenant Contractor will be responsible for any rejection of unidentifiable or improperly identified deliveries.
8. Tenant Contractor will be required to paint the service elevator lobby walls after all construction and tenant furniture deliveries have been made.

T. **FIRE ALARM, SPRINKLER, AND LIFE SAFETY**

1. Tenant Contractor will be provided with a dirty head smoke detector report prior to the commencement of construction and after construction has been completed. If it is determined any of the smoke detector heads are dirty due to construction, tenant contractor will be responsible for costs associated with replacing.

2. All smoke detectors will need to be taped up while conducting dust and or fume generating work. A fine will be charged to any contractor that does not check out the covers and whose work results in a false alarm.
3. Activating the pull stations on the fire alarms is against the law unless there is a real emergency. Not only will a charge of \$500.00 be assessed to the violator for a false pull, but we will also prosecute to the fullest extent of the law. All fire alarms are monitored, if they are pulled, the alarm will go off and the building will go through the emergency evacuation plan.
4. Any work that is performed on the fire safety system must have the Chief Engineer's prior approval.
5. Contractors must give the Chief Engineer 24 hours' notice prior to draining sprinklers and an engineer must be onsite when work is being completed. If an engineer must come in after hours to assist, Tenant Contractor will be billed back for engineer time.
6. Please make sure that there are no fire doors, stair well doors and any exit doors propped open. This is a life safety issue that is monitored by the Fire Marshall.

U. **DISPOSITION OF MATERIALS AND CLEAN-UP**

1. Tenant Contractor shall clean the Work Area daily of all debris, rubbish and graffiti resulting from Tenant Contractor's work and shall immediately clean up any debris caused by Tenant Contractor's use of the loading dock, elevators or other parts of the Site. Tenant Contractor will be responsible for removing from the site by truck or open top dumpster all shipping crates, pallets, debris and rubbish. Tenant's Contractor is responsible for providing dumpster for removal of all debris, rubbish and other discarded construction materials.
2. Request to place an open top construction dumpster at the loading dock must be submitted to and approved by the Landlord. Tenant Contractors are responsible scheduling the pick-up and delivery of their construction dumpster. It is the Tenant Contractor's responsibility to coordinate the pick-up and delivery of construction dumpsters with the loading dock officer. Tenant Contractor is responsible for policing the loading dock area around their dumpster.
3. To minimize the quantity of dumpsters at the loading dock, the Landlord may choose to assume responsibility for the management of construction dumpster deliveries. If this option is implemented the following action will be taken:

The Landlord's loading dock officer will, on a weekly basis, provide to Landlord, an estimate of what percentages of the dumpster(s) were filled by each General Tenant

Contractor. Monthly, the Landlord will bill each General Tenant Contractor for their proportionate share of the cost of construction trash removal.

4. All cartons, boxes, etc., shall be cut and laid flat in the least dimension. Pallets or crates shall be broken down to the least dimension for removal.
5. Brooms, vacuum cleaners and any other required cleaning equipment are the Tenant Contractor's responsibility.
6. Disposal of materials in building plumbing system will not be allowed. All violators will be fined \$1,000.

V. **BASE BUILDING COORDINATION**

1. Tenant Contractor shall secure from Landlord (see Paragraph H, Item 3) any or all base building drawings and specifications required for their work and will be required to pay the associated printing and delivery cost.
2. Air balancing for final Tenant occupancy should be contracted through the Landlord's air balance contractor. Any work to modify or add to the fire alarm/life safety systems must be performed by the Landlord's Fire Alarm Contractor. Requests to turn off the Fire Protection System must be submitted to the Landlord with 24-hour notice. All costs associated with the above work shall be the responsibility of the Tenant Contractor. Design drawings and/or shop drawings of all connections to the base building MEP systems must be furnished to and approved by Landlord prior to the work taking place.
3. Tenant Contractor is responsible for maintaining the structural integrity of the building during material stockpiling, installation and operation.
4. Any shutdowns to building electrical, HVAC, access control, water or sanitary systems shall be carefully coordinated in advance with Landlord. Tenant Contractor is responsible for all costs associated with this work including stand-by crews or overtime as may be required. Tenant Contractor is responsible for all costs for re-testing and/or re-inspection of services (mechanical, control or electrical), where modified or interrupted by the Work.
5. Tenant Contractor will be responsible to prevent accidental activation of smoke detectors and the building life safety system as a result of its work, and Tenant Contractor will be responsible for costs associated with accidental activation of the existing fire alarm system. Accidental activation of the fire system may, at the Landlord's option, result in a \$1,000 fine to the Tenant General Contractor.
6. Tenant Contractor will be responsible for all costs associated with installing work in the ceiling of occupied space below Tenant's lease area including removing and reinstalling ceilings, temporary protection and clean-up. All work in occupied space must be done after

hours and scheduled one week in advance with the Landlord. The Tenant will be charged directly for any additional security personnel required to support the work.

7. No work of any type is allowed in the building common areas during building normal operating hours.

8. Tenant General Contractor and its subcontractors are prohibited from using building stairwells other than in an emergency without prior approval of the Landlord.

9. All locksets will be keyed to the building's master keying scheme.

10. Connection to Landlords Condenser water system: Before the Tenant Contractor can connect to the Landlord's condenser water system, the system must be cleaned and flushed. All condenser water piping shall be tested after this cleanout. The water quality shall equal the raw water quality. If it does not, the system shall be flushed and cleaned until this quality of water is attained. The Tenant Contractor shall not connect to the Landlord's condenser water system until the water quality has been established and the chemical have been added. The Tenant shall employ the services of the Landlord's chemical treatment company for the addition of the chemicals.

W. **CODE COMPLIANCE**

1. The Tenant General Contractor and all subcontractors shall comply with all Local, State and Federal laws, ordinances and regulations pertaining to such work as performed or affected by Tenant Contractor's Work on the Site.

2. If applicable, Tenant Contractor shall remove only that amount of spray fireproofing materials necessary to properly attach its work to the building's structure. Any necessary replacement or patching of removed spray fireproofing will be the responsibility of the Tenant Contractor. All clean-up costs associated with removal and replacement of fireproofing will be Tenant Contractor's responsibility.

3. Tenant Contractor must properly fire-stop any wall or floor penetrations performed as part of Tenant Contractor's Work, to maintain the existing fire rating including penetration of the floor sleeve sealant system within telephone closets necessitated by the installation of temporary or permanent telephone service.

X. **CONFLICTS AMONG DOCUMENTS**

In the event conflicts occur between provisions stated herein and other provisions of the Work, the following documents will govern in the order listed below:

- Lease Agreement between Tenant and Landlord
- Rules of the Site for Tenant Contractor's Work

- Tenant's Construction Documents as Approved by Landlord.

Y. **TENANT WORK MATERIALS**

1. Prior to commencement of the Tenant Work, Landlord and Tenant Contractor shall, if applicable in the lease, conduct a joint inventory of the materials (i.e., doors, light fixtures, ceiling tile, etc.) to be used in Tenant's Work Area. Upon acceptance, Tenant Contractor shall be responsible for the administration, security, protection and handling of such materials.
2. Any building inventory materials being stored but not for use within the Tenant's Work Area shall be relocated by Tenant Contractor to a location determined by the Landlord immediately upon commencement of Tenant work.

Z. **PROJECT CLOSE-OUT**

1. In addition to cleaning requirements stipulated elsewhere, the Tenant Contractor shall/ in preparation for substantial completion or occupancy of the Work Area or any part thereof, perform final cleaning operations of the Tenant Contractor's Work area, including any adjacent or public areas which have been soiled by such work. It is the Tenant Contractor's responsibility to ensure the work area is cleaned to the level of the specifications set forth in the Tenant's lease.
2. Tenant Contractor is responsible for ensuring that all light fixtures in the Work Area are working properly and are fully lit upon job completion. This includes replacement (with exact, new duplicates) of tubes and ballasts as required in light fixtures that are new, replaced or repositioned.
3. Tenant General Contractor is responsible for obtaining a temporary (if applicable) and final Certificate of Occupancy as required for Tenant's occupancy.
4. Upon substantial completion of the Work, the following items must be completed by Tenant or Tenant General Contractor and delivered to Landlord as part of the close-out process:
 - Three copies of complete response to all Field Inspections and punch lists as compiled by Tenant MEP Engineers and Architects;
 - Submittal of three copies of a certified Air Test and Balance Report;
 - Submittal of three copies of acceptable Operation and Maintenance Manuals for each piece of MEP equipment;
 - Three copies of "As-built" HVAC, Electrical, Plumbing, Fire Sprinkler and Architectural drawings;
 - Three copies of final lien waivers;
 - Three copies of certificate stating that no hazardous materials have been utilized in the construction;
 - Original and two copies of Certificate of Occupancy;
 - Three copies of Fire Alarm Test Letter; and Sprinkler Test Letter
 - Three copies of Tenant Contractor Guarantee; and

- Certificate of Substantial Completion.
- All required submissions are to be submitted electronically on a flash drive.

AA. LIEN RELEASES

During the project, the Tenant Contractor is required to execute an Interim Lien Release in the exact form attached as Attachment C - Interim Waiver and Release Upon Payment and Interim Affidavit and Release. Prior to final payment the Tenant Contractor and all major subtenant Contractors (over \$10,000 in subcontract amount) are required to execute a Final Lien Release in the form attached as Attachment D - Waiver and Release Upon Final Payment and Final Affidavit and Release.

BB. REQUEST FOR PAYMENT

Requests for progress or final payment of Tenant Improvement Allowances must be accompanied by an AIA Document G702, signed and notarized by the project architect and paid invoices documenting expenditures equaling the amount being requested. The final payment of Tenant Improvement Allowance will not be made until all Close-Out Documents have been received.

CC. NON-COMPLIANCE

Non-compliance with these regulations will result in the possible barring of the Tenant Contractor or subcontractors from current or future activities in the building. Any costs incurred by Landlord in cleaning the building or Work area or repairing damage resulting from the Tenant Contractor's activities (including the activities of any of Tenant Contractor's employees, agents or visitors) will be billed to the Tenant, Tenant Contractor or set off against future tenant allowance payments to the Tenant.

DD. INDOOR AIR QUALITY PROCEDURES

In order to prevent the migration of construction particulate and volatile organic compounds (VOCs) to adjacent occupied and public areas, the Landlord has instituted strict guidelines for isolating and ventilating work areas during construction. These procedures shall be strictly followed:

1. Prior to starting any construction, erect temporary construction isolation barriers around entire construction area using 6-mil poly. Extend barriers to the underside of structure. When possible, utilize natural separation barriers (i.e., existing structure high walls) to isolate the work area.
2. Access doorways to work area shall have overlapping 6-mil poly barrier installed thereby allowing access to area while at the same time keeping a separation barrier intact.

3. At the conclusion of all construction, remove temporary isolation barriers from all transfer ducts and return air fire dampers. Remove exhaust filtration units and reinstall glass. Make sure the HVAC system is brought back to normal base building operation.

Tenant Contractor acknowledges receipt of these Rules of the Site for Tenant Contractors Work:

Signature

Tenant Contractor

Date