

[Contractor Rules and Regulations]

Building Contact Information

Contact	Name	Email	Phone
Senior Property Manager	Amanda Lorch	ALorch@jbgsmith.com	301-657-8303
Assistant Chief Engineer	Troy Webb	Twebb@jbgsmith.com	301-657-8303
Property Manager	Candyce Purcell	Cpurcell@jbgsmith.com	301-657-8303
After-hours Emergency	Tenant Service Center		703-769-1250

The following requirements have been developed to ensure that modifications or improvements to the building and/or building systems and equipment are completed to building standards while maintaining a level of safety consistent with industry standards. The review of tenant plans and/or specifications by JBG SMITH Properties on behalf of JBG/7200 Wisconsin, LLC. ("Landlord") and its insurers, consultants or other representatives, does not imply that any plans so reviewed comply with applicable laws, ordinances, codes, standards or regulations. Nor does Landlord's review or approvals imply that any work is to be performed at Landlord's expense.

Landlord has the explicit right to immediately remove any person from the project who does not comply with these rules.

The base building vendors listed in "Exhibit A" MUST be used for keying; fire alarm and electrical tie-ins; HVAC and EMS; and any work that requires the involvement of a structural engineer.

Suggested vendors for air balancing, roofing, additional guard service, plumbing tie-ins, access control, sprinklers, elevators, and parking are included in "Exhibit B."

No work will be performed until the Landlord has received:

1. Three (4) sets of drawings/specifications and Landlord has given written approval of the same. Preliminary sets should include (1) PDF, (1) full size hard copy, & (2) half size hard copies.
 2. A building permit must be obtained and displayed, a copy of which must be provided to Landlord.
 3. A signed copy of these rules and regulations must be returned to Landlord, posted in the work area, and provided to all sub-contractors.
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4. A current certificate of insurance that is compliant with the terms of the contract.
5. A point of contact list for Contractor's representatives and an after-hours emergency contact for each trade.

Building Standard Conformance – The Contractor must be certain that all ceiling tiles, vertical blinds, and door hardware conform to the building standards. All door(s) that connect to the base building common areas are to be keyed to the building master key. All tenant space interior door(s) need to be keyed to their own master system and 3 copies of this master needs to be provided to the Chief Engineer. Keying of all doors, base building & tenant, must be performed by Landlord/Owner's approved base building vendor outlined in Exhibit A at the General Contractor's cost. The management office/chief engineer should be consulted prior to ordering these items.

Protection of Non-Construction Areas – The Contractor shall protect all walls, floors, carpet, furniture and fixtures and shall repair or replace damaged property without cost to the Owner. Masonite (or plywood) must be placed as a walkway on the public corridors from the freight elevator to the construction site and to the public restrooms to protect the carpet from drywall dust, etc. (acceptable examples shown below). Carpet and carpet protection are to be vacuumed daily. All carts must be furnished with pneumatic tires and rubber bumpers. Exterior use of heavy equipment, including but not limited to lifts, must be equipped with non-marking tires and be approved by the Chief Engineer.



Painting – All oil-based painting, staining, & varnishing work must be performed after hours. There will be no exceptions to this rule. This work must be scheduled with the Landlord in order that arrangements can be made to run the HVAC system while work is being performed. All paint materials must contain low levels of volatile organic compounds

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(VOC). The operation of the HVAC system after hours is billable to the General Contractor at a rate of \$65/hr.

Dusty Work – General Contractor shall notify the Chief Engineer prior to commencement of work that will create excessive dust such as sheet rock cutting, sanding, extensive broom cleaning, etc., so that additional filtering capacity can be arranged for the affected HVAC equipment. All base building mechanical equipment shall be properly protected with pre-filters, dust covers, etc. prior to start of work. Protection shall be removed, and equipment wiped down at completion. Smoke detector dust covers are available upon request and **MUST** be removed from all devices whenever the construction area is unattended. Failure to properly protect all base building equipment will result in the Contractor absorbing the costs to return all the equipment to its proper condition. In buildings with a ceiling plenum air system, the General Contractor is to install pre-filter media at all returns & transfers, and all lights shall be covered during high dust construction. Prior to balancing the space, the General Contractor must remove all pre-filter media and install new MERV13 pleated air filters on all self-contained air handling units. **ALL** work must be scheduled with the Chief Engineer.

Restrooms – Only restrooms designated by the Landlord may be used. If the doors are locked, the Landlord will issue the contractor a key for access. Under no circumstances are the doors to be propped open for access. Restroom sinks may not be used to clean tools, paint brushes, etc., and should **ONLY** be used to wash hands. Access to slop sinks should be coordinated with the Landlord. All paints, varnishes, thinners, etc. should be disposed of properly. Incompliance will result in the individual being immediately dismissed from the project.

Loading Docks – Contractor must use the loading dock or other approved area for the delivery of all construction materials and removal of debris from the building. Use of the loading dock must be scheduled with the Landlord in advance and materials must be transported to and from the service corridor (if applicable). All materials unloaded at the dock will be moved to the area of use immediately and shall not impact use of this facility in any way.

Blinds & Draperies – Prior to the start of work, all blinds & draperies must be raised and bagged, all windowsills & other base building components must be adequately protected, and the protection must be maintained. Workers must not stand on windowsills or other building components.

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Trash & Debris – Contractors will remove their trash and debris daily or as often as necessary to maintain cleanliness in the building. General Contractors will coordinate dumpster size, placements and timing with the Chief Engineer. General Contractors are responsible for providing & insuring that a minimum of $\frac{3}{4}$ " plywood is used at all times under the dumpster wheels, & any damage to the sites by not using plywood will be repaired by JBG SMITH and billed back to the General Contractor. The building trash containers are not to be used for construction debris. Contractors shall be responsible for daily removal of waste foods, milk and soft drink containers, etc. to trash room. **Failure to properly clean up debris will necessitate a cleaning charge of \$250.00/day to the General Contractor.**

Work Schedule – The Landlord will be notified of all work schedules for all workmen on the job and will be given 48 hours' notice, in writing, of names of those who may be working in the building before or after standard building operating hours as set forth in the Lease Agreement. The Landlord shall be provided with names and phone numbers of subcontractors. Any work that requires access to another tenant's space must first be coordinated through the Landlord. Any additional costs of security or building engineering services required due to contractor's work [or during the performance of the contractor's work] shall be charged to the General Contractor. The contractor shall repair all existing public area finishes disturbed by the new tenant work or damaged by the contractor's or subcontractor's personnel.

Elevators – The designated freight elevator is the ONLY elevator to be used for moving materials & transporting construction personnel and shall be properly protected with the use of temporary fire rated plywood. Use of the freight elevator is to be scheduled with the management office/Chief Engineer. The freight elevator is to be switched to independent service mode for the hauling of materials after hours ONLY (no exceptions). **Do not hold the doors open and/or prop the doors open by wedging materials in the door tracks. This will cause serious damage and any cost associated with repairs will be absorbed by the General Contractor.** The freight elevator must be cleaned at the conclusion of EACH material haul and/or at the end of each day to include vacuuming of the interior floor & carpet, cleaning of materials from the door tracks, & wiping down ALL interior surfaces. Failure to comply will result in additional cleaning charges billable to the General Contractor. **Any contractor personnel found using the passenger elevators for any reason will be fined \$500.00 per incident plus the cost of any necessary cleaning and/or repairs due to damage and will be immediately dismissed from the project indefinitely.**

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Mechanical, Electrical, Plumbing – Prior to any new mechanical, electrical or plumbing equipment installation in the building, the contractor must submit a copy of the manufacturer's data sheets along with complete shop drawings and submittals to the Landlord for approval. Any installation or modification to building HVAC or electrical systems must be first submitted to the Landlord for review. This includes base building systems as well as supplemental units and/or exhaust systems. The mechanical and electrical plans must be prepared by a licensed engineer and must show size and location of all supply and return grilles. We may require that the Landlord's MEP engineer review the MEP drawings. In that event the tenant will pay for the cost of this review. We will notify the tenant prior to engaging the Landlord's engineer. Prior to and upon completion of work to be performed on mechanical, electrical or plumbing systems, the Chief Engineer must be notified. Any domestic or condenser water connections made to the building's piping system, must include a high-quality isolation valve, (brass bodied gate or ball-type) and adequate system drain valves. If the system piping is of a different material a dielectric union must be installed. All valves and equipment must be easily accessible; access doors are required in drywall or other fixed construction. Where independent tenant-owned air conditioning units are installed, an approved electric sub-meter must be used, or a flat rate electricity charge will be paid by the Tenant based on anticipated consumption. As required by code and JBG Smith Properties regulations, all telecommunications, data, access control, security, fire alarm, HVAC control, electrical lighting, electrical power, cable and other systems' wiring and piping which is not to be reused by tenant and is not a part of other tenants' or base building systems, including but not limited to: conduit, BX/MC cable, "plenum cable" (low voltage electric, telephone, data wiring), plumbing and/or mechanical piping shall be removed from the Risers (as defined in the lease to include ceiling plenums, telephone, mechanical, utility and electrical closets and risers) and shall be removed back to the originating terminal block, panel board, wet stack or source as determined by the Landlord. Any existing mechanical or electrical systems and their controls that are to remain shall be properly commissioned. That is, at the beginning of the job the systems will be turned over to the contractor in working condition by the Landlord. Before beginning any work, the contractor should inspect the mechanical or electrical systems and their controls to ensure their working condition. The contractor should advise the Landlord of any noted deficiencies. At the end of the job, the contractor will be responsible for the proper operation of the mechanical and electrical systems. If the contractor fails to note any deficiencies at the outset of the job, the contractor will, nevertheless, be required to correct the problems before the Landlord accepts the system. Tenant installed equipment that supplements existing base building equipment such as VAV boxes, fire alarm devices, control work; etc. shall be identical to the existing base building equipment to facilitate warranty and maintenance operations. All concealed equipment shall be located with necessary accessibility for maintenance and repair. All electrical junction boxes will be marked to indicate circuit(s) contained within the box. All shut off/isolation valves shall

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be properly tagged as to device they are controlling. All HVAC work within tenant spaces (except for systems with direct effect to base building systems (controllers, VFDs, etc.) can be performed by any vendor. Prior to and upon completion of work to be performed on mechanical, electrical, and/or plumbing systems, the Chief Engineer must be notified. **If any mechanical, electrical or plumbing devices are already turned off when you go to turn them off, find out why – it may be turned on while you are working. Proper Lockout/Tagout procedures must always be followed.** Permission to enter other tenant spaces must be arranged through the Management Office. All work deemed as required to be completed after hours (tie-ins, routing of piping, etc.) will be covered at the sole cost of the General Contractor. The Landlord/Owner is not to be charged for any sub-contractor overtime. EMS work can only be completed by the base building vendor outlined in Exhibit A.

Utility Charges – Contractors may be charged for utility consumption at the discretion of building management. The Contractor should consult the Landlord about what, if any, utility charges apply and the method of calculating consumption.

Cutting, Core Drilling, X-raying – Before any cutting, drilling, core boring, X-raying, or other structural work is performed, the General Contractor shall obtain the Management Office/Chief Engineer's permission and verify the locations of the building's utility lines, rebar, structural steel, etc. so as not to damage them. Additionally, all X-rays must be reviewed by the Landlord's structural engineer outlined in Exhibit A and the cost of structural engineer fees is the responsibility of the General Contractor. Each X-ray shot is to be marked on slab and on corresponding floor plan. Marked floor plan and pictures of marked slab are to be sent to Chief Engineer via digital zip files. A minimum of 48 business hours is required to allow for Landlord/Owner review of X-ray results prior to providing approval to core drill, etc.

Utilities – Contractor must request and secure written permission from the Landlord a minimum of 48 hours prior to interrupting or cutting off any utilities (electric, water, gas or oil) or services to tenants. The request must provide the scope of work relative to the request, the desired start time and the time that all affected utilities and services will be restored.

Base Building Tie-Ins – The Landlord must receive 48 hours' notice for all tie-ins to the buildings plumbing, electrical, or sprinkler systems. In the event Contractor's work requires a shutdown of these systems of fire alarm tie-in, the Landlord reserves the right to set specific after-hours times when such work may be performed, require that the Building Engineer be present, and charge the Contractor for overtime cost for engineer time. Prior to connection to the Base Building condenser water in the chilled water system, Contractor must perform a hydrostatic pressure test and a thorough cleaning and flushing of the Tenant's water lines and mechanical unit. A member of the Chief Engineer's

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engineering staff will review the results of such attesting and cleaning. When refilling the chilled water or condenser water loops on the floors after a drain down, contractors shall NOT refill it by opening the riser isolation valves and filling the floor loop with system water, they should instead backfill the loop from a hose and vent before opening the riser isolation valves. To coordinate a tie-in to any base building system, please contact the Chief Engineer as base building contractors must be utilized in order to not compromise equipment warranties & maintenance contracts that are in place. A list of current base building vendors is outlined in Exhibit A.

- A. Fire Alarm System** – The base building fire alarm system shall monitor all tenant installed special fire extinguisher/alarm detection systems. The connections to the base building fire alarm system will be at the tenant's expense. All Tenant installed fire alarm initiation and notification devices that connect with the base building fire alarm system shall match the base building system and be approved by the Landlord. All fire alarm wiring outside of a tenant suite shall be run in conduit. All connections to the building's existing fire alarm system are to be made only by the base building vendor as outlined in Exhibit A.
- B. Electrical Breaker Panels** – Contractor shall supply a typed panel schedule indicating location and function of all circuits upon completion of work. During construction a hand-written sheet must be posted on panel indicating location of all connected circuits.
- C. Utilities** – All utility tie-ins that may adversely affect an existing tenant must be performed prior to 8:00 AM or after 6:00 PM and upon completion shall not leave any other tenant without services.
- D. Air/Water Balance** – Contractors modifying ductwork, air grilles, VAV boxes, etc. must balance the air and water systems as necessary. All air balancing is to be done in the presence of the Landlord by Landlord's approved vendor. Two copies of all balance reports shall be submitted to Landlord for review and approval.
- E. Roof** – Any roof related work must be performed by the base building vendor as outlined in Exhibit A.

Operating Hours – No work is to be performed during standard building operating hours that will disturb or inconvenience other occupants of the building without the written permission of the Landlord (including, but not limited to, work causing impact to the concrete structure such as hammering and other work that creates noise or odor). All work involving drilling or boring of concrete will only be allowed prior to 8:00 a.m. and after 6:00 p.m. Monday through Friday, and prior to 8:00 a.m. and after 1:00 p.m. on Saturday unless otherwise approved in advance. X-ray work may require special scheduling.

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Temporary Keys – Whenever it is deemed necessary by the Landlord to temporarily issue any key to the Contractor, the Contractor will be responsible for controlling

possession and use of it until returned daily to the issuing party. Contractor will be required to sign an authorization form prior to checking out base building keys and will be assessed a fee of \$15 per key for not returning keys upon completion of the project.

Security – Contractor will be responsible for re-locking any areas made available for necessary access whenever that area(s) is unattended, and when work or work hours are completed. Contractors are responsible for the security of their own job site at all times. Should the Contractor need to work on an overtime basis in an area that is open to the building and unsecured, the Contractor shall provide security through the Landlord's security agent and shall reimburse the Landlord for such time that is utilized during the overtime period. If double shifts are performed and such shifts go beyond the normal working hours of the security personnel, then the Contractor shall also make arrangements with the Landlord to provide security during these hours and shall reimburse the managing agent for this time. All costs of the provision of security personnel will be borne by the Contractor. It is recommended that electronic security in the suite under construction be deactivated during construction. Activation of the electronic security system for the suite should be scheduled well in advance to ensure completion by the time of tenant occupancy.

Safety – Contractor shall be aware of all life safety issues and shall provide a list of emergency contacts if a representative of the Contractor's organization must be contacted after hours. In addition to this contact list, Contractors shall provide fire extinguishers at a ratio of one (1) for each 1,000 square feet of construction area and such fire extinguishers shall be mounted in a visible area marked properly. Contractors shall comply with all OSHA regulations as well as all federal, state and city or county codes relating to workers' safety. The Contractor shall review the job site and the job organization for total compliance to these rules and regulations on a weekly basis and provide a report to the Owner that such review has been performed and any infractions that were observed during this review. The contractor shall immediately report all accidents to the Landlord in writing after first notifying the Landlord by telephone. The Contractor shall provide MSDS sheets to the Landlord for all chemicals prior to use on the premises. The use of hazardous VOC's is restricted to non-business hours and only permissible when a low VOC alternative is not commercially available.

Life Safety Devices – Contractor, under no circumstances, will be allowed to neither disconnect, tamper with, delete, obstruct, relocate nor add any life safety, fire detection, notification, suppression unit or devices except as indicated on the drawings approved by the Fire Department Authority having jurisdiction. In the event contractor's work requires

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electrical, plumbing or sprinkler system shutdown or fire alarm tie-in, the Landlord reserves the right to prohibit such during building hours. Arrangements must be made with the Chief Engineer as to the hours when such work can be performed, to have an engineer present, and to pay the cost, if any, for such engineering time. In taking over an area, the Contractor shall maintain, repair, or improve as necessary all safety requirements of that area. Contractor will be charged \$1,000 plus associated building management costs per incident. **The base building fire alarm vendor (Mona) is required to be contracted to perform any and all fire alarm work. This is to include, demolition, installation, new work and programming. All fire alarm devices and wiring are to match existing base building, and this is to be verified by the base building fire alarm vendor. The General Contractor is responsible to update the base building fire alarm vendor. The General Contractor is also responsible to update the fire alarm drawings, which are in the Engineer's office.**

Accidental Alarm – Contractor shall take all necessary precautions to prevent accidental alarm of automatic fire system devices (smoke and/or heat detectors), etc. Smoke detectors in areas under construction must be “bagged” during construction hours and “unbagged” at the end of the day. Before any unit or device is temporarily incapacitated, the Building Engineer shall be advised to allow notification of the Fire Department and then the device shall be red-tagged “Out of Service.” Every effort must be made to reactivate “Out of Service” devices as soon as possible. Please note that Montgomery County charges the Landlord for each false alarm. **Any contractor who sets off a building fire or security alarm will be assessed at \$1,000 plus associated building management costs, per incident.**

Engineering Overtime – If the Contractor performs any work, which, in the sole estimation of Landlord, requires the Building Engineer to be on duty during non- standard working hours, the Tenant shall be responsible for the cost of such services at the rate of \$65 per hour with a minimum charge for 4 hours. Such charge shall be payable by General Contractor.

Posting of Rules and Regulations – A copy of these rules and regulations, acknowledged and accepted by the Contractor, must be posted on the job site in a manner allowing easy access by all workers. It is the Contractor's responsibility to instruct all workers, including subcontractors, to familiarize themselves with these rules.

Signage – Contractor or subcontractor signage may NOT be displayed in the building common areas or any of the window glass. All permits & signage to be displayed at work area entrance(s).

Housekeeping – Daily cleaning is to be performed in the work area before leaving the premises including but not limited to the cleanup of (vacuuming of) floor covering, exposed surfaces, janitors' closet and any other affected areas. Materials and/or supplies,

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which must remain on the premises overnight, are to be consolidated daily and stored in a location out of Tenant view if possible. If building staff designates a better location for storage than originally chosen, the contractor is to have materials relocated. In preparation for substantial completion inspection or occupancy, the Contractor shall perform a final cleaning of Contractor's Work, including any adjacent areas that have been soiled by such work.

Parking – Parking in the loading dock area by the contractors and/or or their personnel is strictly prohibited other than for unloading materials. Onsite parking is only available in the parking garage at the current rate through Colonial Parking and is subject to height restrictions. Parking is also available across the street at the county garage. Street parking for the public is very limited. Parking garage max clearance height is 6'5".

Supervision – The contractor must always provide an on-site project superintendent that construction work is underway. This supervisor must be knowledgeable of the project's scope of work and have adequate on-site reference materials including plans, specifications and MSDS information on all materials used in the performance of the work.

Radios – No radios shall be played in common areas (including, restrooms, and stairwells). Radios may only be played in enclosed office space at a low volume. Any complaints by tenants will result in revocation of the privilege.

Conduct – While workmen are in the building, they will conduct themselves in a quiet and efficient manner and demonstrate courtesy to Tenants and staff. Proper attire must always be worn including shoes, shirts and belts; no cutoff shirts or ragged clothes will be permitted at any time. Workmen are not to congregate in any public area for lunch or for reasons other than work. All breaks are to be taken away from access and egress areas of the building. All lunch trash is to be properly disposed of by the workmen. The Contractor shall be responsible for the actions of his employees on site as well as those of his subcontractors, agents and visitors.

Exterior Appearance – The contractor shall paper all exterior windows to avoid viewing such areas from any side of the building exterior. This paper shall remain in good condition until approval is issued to remove.

Smoking – Smoking is not permitted inside any area of the building and near any main exterior entrance doors. The workmen will take care to properly extinguish and place used smoking materials in the ashtrays outside of the building. Smoking is only permitted at a minimum distance of (25) twenty-five feet from any door and (75) seventy-five feet from any air intake.

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Access – Wherever possible, no vendors or materials are to block loading dock or elevator access on any floor or to block restrooms, stairwells or suite access. Work materials may not obstruct access way for Tenants. Building materials may not be brought into the building through the lobbies or stored in the lobbies or corridors at any time.

Inspection Notice and Approval – The Landlord must be notified 24-hours in advance of all scheduled inspections. Copies of the inspections, building finals (i.e. plumbing, electrical) must be submitted to the Landlord at time of inspection (not at completion of project).

Close Out Documents/As-built Drawings – Contractors must provide the Landlord with the following documents at completion of project: Certificate of Occupancy, Permit Set of Drawings, As-built drawings- ((1) PDF, (1) CAD, (1) full set hard copy, & (1) full set half size hard copy, Operation/Maintenance Manuals and Final Lien Releases within 30 days of completing project.

Any significant breach of guidelines by a Contractor that adversely affects a Tenant, or the Landlord will not be tolerated and will result in dismissal from the premises. The contracting company may also be expelled from the building for repeated disregard for the instructions.

CONTRACTOR ACKNOWLEDGEMENT

Contractor: _____

Job Name: _____

Name: _____

SIGNED: _____ **DATE:** _____

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EXHIBIT A

**Required Base Building
Vendors:**

	Vendor	Contact Info
Keying	Universal Lock & Safe Co.	301-674-6556
Fire Alarm & Electrical tie-ins	Mona Electric	240-767-2002
Structural Engineer	SK&A	301-881-1441
EMS	Absolute Controls	240-242-5107

EXHIBIT B

**Suggested Base Building
Vendors:**

	Vendor	Contact Info
Sprinkler	Livingston	310-779-4466
Security - Guard Service	Allied	410-982-8753
Security - Access Control	Kastle Systems	855-527-8531
Air Balancing	Environmental Balancing Corp	301-868-6334
Roofing	CentiMark Roofing	240-294-5607
Plumbing Tie-Ins	Vito Services	301-251-0211
Parking	Colonial Parking	301-656-0732
Elevator	Schindler	301-419-7700