

TENANT CONSTRUCTION AND BUILDING INFORMATION

2611 SOUTH CLARK STREET ARLINGTON, VA



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I. BUILDING SHELL CONDITION

| General | The 12-story office building originally built in 1982, will be updated to today's office building standard, including a new entrance vestibule and lobby, all new finish for typical elevator lobby and bathrooms, and a state of the art tenant amenity space. |
|--------------------|--|
| Structure | Reinforced Concrete Frame, 100-lbs./sq.ft with 80-lbs./sq.ft. Live load and 20 lbs./sq.ft. dead load capacity. |
| Exterior | Precast concrete, tinted glass ribbon window wall. |
| Lobby | Lobby features porcelain through body rectified flooring, wood, large format porcelain panels, and wall paper walls, metal and glass wall dividing lobby and tenant amenity space. |
| Column Spacing | 20' column spacing along building perimeter. |
| Roof | Single Ply TPO roofing system. |
| Slab to Slab Heigh | t 12'-0" on first floor, 10'-7"to 11' 7" on typical floors (2-12). |
| Finished Ceiling H | eight 10'-0" on first floor, 8'-6" on typical office floors. |
| Perimeter Walls/Co | olumns Perimeter walls are sheet rocked, taped, spackled and ready to receive standard paint finishes (interior and exterior columns exposed concrete). |
| HVAC System | Mechanical equipment rooms and cooling towers utilizing direct digital controls on rooftop penthouse. Two high efficiency chilled water coils VAV air handling units per floor, each equipped with a High Output Fresh Air UV system, serving all tenant VAV zones and providing the equivalent capacity ratio of one ton for each 325 square feet of usable floor area. Floor units and all medium pressure trunk ducts will be installed with the base building. VAV boxes, VAV inlet and discharge ducts, volume dampers, round, rigid and flex ducts and diffusers will be installed under tenant work and will be paid for out of the tenant improvement allowance – or an alternate system of equal quality and capacity. |
| | Mechanical system will permit two zones of operation per floor. Perimeter, parallel fan powered VAV boxes with electric resistance heaters per 1200 sq. ft. and Interior, shut off VAV boxes per 2,000 sq. ft. with thermostats will be installed with the tenant work. VAV Boxes shall have direct digital controls. |
| | Building HVAC design criteria shall be: Summer - 74 degrees F, dry bulb and 50% RH, up to 95 degrees dry bulb exterior temperature. |
| | Winter - 72 degrees F. dry bulb and 40% RH, down to 10 degrees dry bulb exterior temperature. |
| | Outside air for ventilation will be provided at the rate of 20CFM per person and a density of 7 people per 1,000 square feet (consistent with current ASHRAE Guidelines). 25 percent spare capacity will be provided for each riser. |
| | A separate cooling tower with supplemental condenser water risers serving each floor will be installed with the base building and be available for use by the Tenants in the 24 hour operation of tenant supplied air conditioning units. |

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| Electrical System | A single electrical services entrance, with vault mounted transformers outside of building, will supply three phase, four-wire, 480/277 volt service. Main service will be approximately 5,000 amps. Transient Voltage Surge Suppression (TVSS) will be provided at the electrical service entrance. Typical building electrical distribution system will include 480V plug-in bus risers with step down dry type, K-rated transformers for 120/208V for Tenant power distribution at each floor. 7.0 watts per square is available for Tenant receptacle and equipment use and 2.5 watts per square foot is provided for Tenant lighting. Power systems/capacities are up-gradable for Tenant flexibility. |
|-------------------|---|
| Life Safety | Fire standpipe and base building fire alarm system will be installed per high-rise building code. The building's main sprinkler risers and loop system will be sized to support a sprinkler head density of 150 sq.ft. per head. Upturned sprinkler heads will be provided with the base building at a spacing of one head per 225 sq. ft. The addition and relocation of sprinkler heads and branch lines will be at Tenant's cost. |
| Wet Columns | Four wet columns per floor ready for connection of Tenant's added plumbing work. |
| Window Coverings | s 1- inch slat venetian blinds. |
| Energy Manageme | ent Automated, direct digital. Base building energy management system. |
| Elevators | 5 traction passenger elevators, with 3,000 lbs capacity and 1 traction passenger / freight elevator, with 4,000 lbs. capacity. 2 hydraulic garage shuttle elevators, with 2,500 lbs. capacity, serving the first, concourse and three parking levels. |
| Rest Rooms | Women and men's restrooms will be fully finished on each floor. Restroom finishes will include stone countertops, porcelain tile floors and base, and tile walls up to 6" from finish ceiling. Ceilings will be gypsum wallboard painted. |
| Access System | Datawatch, or compatible, perimeter and elevator key card access system. |
| Fiber Optics | Fiber optics service via trunk lines located adjacent to the property. |
| Parking | 3 levels of underground parking on South Clark Street side, and 4 level of underground parking on Crystal Drive, with self-parking spaces, to be shared with Concord apartment building, and future Concord 2 apartment building. Controlled access at the entrances from South Clark Street and Crystal Drive. |



II. TENANT DESIGN GUIDELINES

Partitions

All partitions that abut curtainwall or storefront glazing system must do so at a mullion. Glass fins may be used as a partition around the atrium.

All partitions that abut the atrium must have consistent wall types.

Demising Partitions between Tenant spaces and between Tenant spaces and common corridor

Standard demising partition is 5/8" drywall on both sides of 3 5/8" metal stud framing @ 16" O.C. It is constructed to the underside of the structure with all joints taped and finished. Demising partitions shall have sound attenuation blankets and are subject to return air openings per below.

Any rooms located on tenant or corridor demising partitions may be subject to transfer openings added at any time to ensure proper operation of the HVAC system and ceiling plenum return air requirements. Tenant shall take this under consideration when locating conference rooms or private offices directly adjacent to these tenant or corridor demising partitions.

All tenant spaces have plenum ceilings.

Roller Shades/ Window Coverings

Window Coverings are limited to roller-type shades. Mecho Shades should be attached to the horizontal mullion so that the bottom of the mecho shade is in line with the bottom of the mullion. See below:

Mecho Shades for the Building

Mecho Shade Systems - Mecho 5 manual shades

Fabric - Light-Filtering Fabric - EuroTwill Reversible Broken Weave - Woven fabric, stain and fade resistant. Basis of Design - MechoShade 6450 series

Type - Extruded vinyl/polyester yarn Weave - Twill

Thickness - Single fabric thickness 0.025 inches (0.635 mm) thick vinyl fabric, woven from 0.010-inch (0.254 mm) diameter vinyl/polyester yarn

Openness Factor - 3 percent Color - 6462 Light Charcoal

Ceiling and Lighting

Ceiling

Acoustical Ceiling Panels and Suspension Grid System – All acoustical tile ceilings shall be uniform in appearance, grid orientation and placement. All acoustical ceiling tile and grid shall run parallel/perpendicular to building glazing.

For open spaces - The building standard acoustical ceiling tile is Armstrong Optima Square Regular Lay-in tile 24" x24" with 9/16" Interlude Grid system.

For closed offices – The building standard acoustical ceiling tile is Armstrong Ultima beveled regular lay-in tile, 24" x 24" with 9/16" Interlude Grid system.

Drywall or Other Specialty Ceilings – All non-acoustical tile ceilings and other ceilings in the Tenant Premises shall have a professional appearance and an appearance generally uniform with the rest of the Building and shall be consistent with readily visible ceilings in First Class Buildings. All specialty ceilings are subject to Landlord review and approval.

Lighting

Standard suite office lighting: Elements D5 accolade series, recessed 3-inch fixture.

Light fixtures at perimeter: Should be located 2 feet from the perimeter and perpendicular to the exterior wall.



HVAC

VAV boxes are Krueger Model # KLPS and Model #KQFS/Carrier

Perimeter HVAC Diffusers are Titus N-1-D-R. All diffusers shall be linear and parallel to the perimeter or atrium glazing with uniform sizing and spacing.

Interior Diffusers are Titus Omni - plaque face.

Return air grills are Titus PAR

BAS controls: Tridium/ Honeywell

Submetering

Tenant BTU meters: Onicon System 40 BTU Meter, Model F-1200 Dual

Tenant Electrical Submeter - E-mon D-mon Class 1000 (single phase) Class 5000 (3 phase).

Tenant Water meter - Milwaukee/Badger or like with remote reader

Sprinkler Heads

Sprinkler Heads shall be concealed head.

Doors, Frames and Hardware

Suite Doors

Standard suite entry Doors are either a single or double frameless glass door with top and bottom rails and pivot. Doors shall be 1/2" thick tempered clear glass, top rail with overhead concealed closer.

All other suite doors visible to the public corridor shall be paint-grade 3'-0" x 8'-0" doors with a 1-1/2" aluminum frame and factory white finish.

Hardware

Base building hardware is Schlage L-Series with 01 levers in brushed stainless finish.

Keyway

Yale G

Tenant Suite Entry Signage

Building Standard Suite Entry Signage will be ordered by the Landlord at the Tenant's cost.

Fire and Life Safety

All fire alarm devices within tenant suites shall match the base building standard. The Fire Alarm Panel is a Silent Knight IntelliKnight Model No. 5820XL



III. CONSTRUCTION RULES OF SITE

The following requirements have been developed to ensure that modifications or improvements (the "Work") to the building and/or building systems and equipment (the "Site") are completed to building standards while maintaining a level of safety consistent with industry standards. The review of tenant plans and/or specifications by the 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 the Landlord's review or approvals imply that any work is to be performed at the Landlord's expense.

The Landlord, defined as Third Gould LLC, has the explicit right to remove from the project any person who does not comply with these rules after one day's notice, or immediately if such non-compliance significantly impairs the rights and legal occupancy by other tenants or presents risk to property or life safety.

I. GENERAL

A. Building Standard Lease Hours are:

| Monday through Friday | 6:00 AM to 6:00 PM |
|-----------------------|--------------------|
| Saturday | 9:00 AM to 1:00 PM |
| Sunday | Closed |

- B. No work will be performed until the Landlord has received, a copy of the building permit, two (2) sets of signed and sealed drawings and specifications and has given written approval.
- C. All modifications to the building or to the building systems and equipment must comply with state, federal and local codes and ordinances.
- D. The Contractor and its subcontractors shall comply with all applicable federal, state or local laws, regulations, ordinances, rules or codes relating to employment or conditions of employment of its employees, including, without limitation, laws or regulations concerning workers' compensation, social security, unemployment insurance, classification of employees, hours of labor, wages, working conditions, safety regulations and work practices. The Contractor and its subcontractors confirm that their employees are licensed and qualified under all applicable federal, state and local requirements.

The Contractor shall comply with all applicable provisions of the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq., as amended, all applicable standards and regulations promulgated thereunder, and applicable responsibilities under OSHA's Multi-Employer Citation Policy (CPL 02-00-124).

- E. At the completion of the Work, the Contractor shall furnish to the Landlord two (2) sets of blackline prints and one (1) CADD.DWG disk file showing the final as-built construction work performed.
- F. The Contractor must notify the Landlord of all work scheduled and must provide the Landlord with a list of all personnel working in the building.
- G. The Contractor must furnish the Landlord with a list of all Contractor project team members and subcontractors including corporate emergency phone and cellphone numbers prior to commencing the Work.
- H. The Contractor must provide an on-site project superintendent <u>at all times that construction work is</u> <u>underway</u>. This supervisor must be knowledgeable of the project's scope of work and have adequate onsite reference materials including plans, specifications and SDS information on all materials used in the performance of the Work.
- I. All workers must be dressed appropriately. Appropriate dress may include hard hat, appropriate footwear, etc. Shirts must be worn at all times. No shorts are permitted.

Contractor agrees to perform work involved in slab penetrations, steel erection, interruptions of Site services, including but not limited to: fire protection, electrical, HVAC and plumbing services <u>or other</u> <u>disruptive work</u> between the hours of 11:00 p.m. and 7:00 a.m. Monday to Friday, 6:00 p.m. to 9:00 a.m. Saturday/Sunday <u>or such other times designated by Property Manager so as not to disturb</u> <u>occupants</u> <u>on Site</u>. All work performed by Contractor during non-normal working hours must be scheduled at least 48 hours in advance with Property Manager. Any work requiring an interruption in utility, HVAC or life safety system services to other tenants of Site shall be scheduled at least 48 hours in advance with Property Manager and shall be performed under the supervision of Property Manager's operating engineer. Contractor shall bear the cost of Property Manager's operating engineer, at an overtime

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rate, with a 4-hour minimum.

The following construction operations which take place on any floor of Site must be performed outside the building standard lease hours. These operations include, but are not limited to:

- Drilling, cutting, or chiseling of the concrete floor slab.
- Drilling or cutting of any structural member or installation of new structural member.
- Any work which generates a vibration that may be disruptive to normal office operations. (Shooting drywall track, drilling pipe or duct work hangers, installing tack strips, etc.).
- Welding or operating a compressor.
- Draining or tapping into sprinkler piping or plumbing risers or loops.
- Spraying or lacquering.
- Work in occupied tenant spaces.
- Work in ceilings of tenants other than Tenant.
- X-rays of slab.
- Painting

No cutting or patching of existing work shall be permitted without prior written consent of Property Manager. Request for permission to do cutting, drilling or chipping shall include explicit details and description of work and must not under any circumstances diminish the structural integrity or functional capabilities of Site components or systems.

Contractor shall provide reasonable notice, but not less than one week, to Property Manager for Site system (including elevator) shutdowns necessary to perform the work, including a description of work intended, a comprehensive schedule of shutdowns, anticipated duration of shutdown, systems involved, contingency plans, and required Property Manager support staff. If such work interferes with Site occupants' ability to conduct business, Contractor shall perform such work, or effect such interruption, during non-business hours consistent with good construction practices. All contractors shall work to coordinate shutdowns so as to reduce the frequency of occurrence and duration of service interruption.

The following Site systems must not be shut down, operated, interrupted, modified, or reconfigured without the expressed prior written consent of Property Manager. An engineer employed by the Property Manager must be present during all shutdowns at a reimbursable overtime rate (four-hour minimum). Special care must be taken when these systems serve other tenant areas.

- Elevator
- Air Distribution
- Sprinkler
- Condenser Water/Cooling Tower
- Telephone/Data

- Domestic Water
- Standpipe
- Life Safety/Fire Alarm
- Heating Hot Water
- Chilled Water
- Elec. Power
- Security
- Plumbing
- BMS
- J. Contractor will be responsible for all its actions on Site as well as those of its subcontractors, suppliers, agents and visitors. No loud, abusive or otherwise offensive language or actions will be allowed. Contractor shall promptly remove from Site any employee deemed inappropriate or abusive by Property Manager.
- K. All carts must be furnished with pneumatic tires and rubber bumpers, no carts are to be moved through the stairways.
- L. Smoking or vaping is not allowed in the building.
- M. The use of radios is prohibited.
- N. Prior to the start of Work all windowsills and other base building components must be adequately



protected and the protection must be maintained. Workers must not stand on windowsills or other building components.

- O. 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 Contractor.
- P. Dumping of construction debris into building drains, mop sinks, trash dumpsters, etc. is strictly prohibited. If this does occur, the Contractor shall be charged 200% of the cost of clearing any drain, including administrative time, where evidence of this is found.
- Q. Base building restrooms within the construction area will be available for use by the Contractor unless the Landlord dedicates an alternate location. Contractor shall be responsible for any damage to the restrooms and for cleaning and stocking during construction.
- R. Use of the building stairwells for moving construction materials and construction personnel shall be limited to the stairwell designated by the Landlord.
- S. 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.
- T. There is to be no verbal contact or comments between the building tenants, their employees, clients or guests and the Contractor's personnel. Contractor and its subcontractors are specifically limited to the Loading Dock area while not on the job site.
- U. The Contractor shall immediately report all accidents to the Landlord in writing after first notifying the Landlord by telephone.
- V. Design load on office floor levels is 100 PSF plus 20 PSF for partitions. Any uniform live load exceeding the design load shall be reviewed and approved by the base building structural engineer.
- W. All hangers and inserts placed in the concrete to support loads of more than 1,000 lbs. shall be reviewed and approved by the base building structural engineer.
- X. All core drills or penetrations of the concrete deck must be approved in advance by the structural engineer. Any GPR or X-ray must be approved by the structural engineer prior to penetration.

II. LIFE SAFETY

- A. Contractor shall perform the Work in full compliance with NFPA 241 which prescribes the minimum safeguards for construction, alteration and demolition operations necessary to provide reasonable safety to life and property from fire.
- B. Contractor shall furnish the Landlord one set of sprinkler shop drawings and hydraulic calculations once they are completed by subcontractor and ready for submittal to the Fire Marshall. Once approved by the Fire Marshall, the contractor shall furnish the Landlord one set of the approved sprinkler shop drawings.
- C. Contractor will not disconnect, tamper with, delete, obstruct, relocate, or expand any life safety equipment, except as indicated on drawings approved by the Landlord. Contractor shall not interfere with or delay any other contractor's (or the Landlord's) inspections which are scheduled prior to the Contractor's inspections or testing.
- D. The Contractor must take necessary precautions to prevent accidental fire alarms. Contractor will be charged for all emergency response costs and penalty fees imposed by any authority having jurisdiction over the building for any accidental fire alarms caused by their activities. In the event of an increased likelihood of an accidental fire alarm by the Contractor's activities, such as demolition, sprinkler work or hot work, the Contractor must take steps needed to prevent accidental alarms, including but not limited to, monitoring the fire alarm panel for alarms.
- E. Any unit or device temporarily incapacitated will be red-tagged "Out of Service" and the Landlord will be alerted prior to the temporary outage. See attached "Guidelines for Managing Construction Project Fire Protection Impairment", Attachment A.
- F. 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.

- G. 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.
- H. All fire alarm testing will be scheduled at least 72 hours in advance with the Landlord and must occur after normal business hours if the building is occupied.
- I. Combustible and hazardous materials are not allowed to be stored in the building without prior written approval of the Landlord. Material safety data sheets on all materials to be stored in the building must be kept on site and a copy submitted to the Landlord.
- J. Dust protection of smoke detectors must be installed and removed (if operational) each day. Dust protection is required during construction to avoid false fire alarms and damaging of detector system. Filter media must be installed over all return air paths to any equipment rooms prior to work. The media must be maintained during construction and removed at substantial completion. Landlord reserves the right to have the permanent filter be replaced at the end of construction at the Tenant's cost.
- K. All Contractors must supply Property Manager with the following materials at least 48 hours <u>before</u> work <u>commences</u>:
 - i. A copy of their Hazard Communication Standard Program as required by OSHA.
 - ii. A list of products and their hazardous substances which Contractor and/or subcontractors plan to use. The list should include dates and shifts. The list is to be updated as work progresses.
 - iii. In the event that materials, products, and/or processes being prepared for this project contain, or may emit, any volatile organic compounds ("VOC"), formaldehyde formations, or hazardous out-gassing, as determined by the manufacturer, an OSHA-compliant "Safety Data Sheet" shall be submitted for the prepared product or material for review by Property Manager.
 - iv. Temporary ventilation plan for removal of VOC/fumes from space until permanent HVAC system is in full operation or as directed by Property Manager.
- L. No flammable liquids, gases, or other highly combustible material will be allowed to be stored on Site (refer to item 5a).
- M. Any time that a burning or welding device is used, all surrounding areas must be protected from the heat and/or flame of the device. <u>All personnel who are welding or using any type of cutting torch must hold and present to Property Manger **prior** to the commencement of his work, a copy of their <u>Certificate of Fitness to perform such activities</u>. Additionally, all personnel employed to <u>perform fire</u> watch responsibilities must provide to Property Manager a copy of their certification to do such.</u>
- N. All spaces within the buildings are to be fully protected by automatic sprinkler systems in accordance with the Landlord's standards and specifications.
- O. All sprinkler systems and equipment are to be designed and installed in accordance with the current standards of the National Fire Protection Association.
- P. All equipment, devices, materials, <u>hangers</u>, etc. used in the life safety system must be UL Listed and FM Approved.
- Q. Connections to the base building sprinkler system/standpipe riser shall be provided with a control valve and water flow alarm device. Sprinkler system control valves shall be UL Listed and FM Approved, clockwise closing, indicating valves with supervisory switches.
- R. The entire sprinkler system should be designed and installed in accordance with NFPA Pamphlet No. 13, 231 and 231C latest issues.

Note #1: If concealed type sprinkler heads are to be utilized in office areas, the system is to be designed as an Ordinary Hazard Group 1 System.

Note #2: For light hazard designed systems, the hydraulically most remote design area shall not be allowed a 40% reduction. The minimum design area shall be 1,500 square feet.



- S. Enclosed, as Attachment "A", is a copy of the "Guidelines for Managing Construction Project Fire Protection Impairments".
- T. All corrective work to the fire alarm system due to the Contractor's work shall be charged to the Contractor.
- U. All fire alarm wiring in public areas (outside of Tenant demising walls) shall be in conduit.

III. LOADING DOCK

A. Loading Hours of Operation are:

| Monday through Friday | 6:00 AM to 6:00 PM |
|-----------------------|--------------------|
| Saturday | Closed |
| Sunday | Closed |

- B. The scheduling of large loads must be coordinated in advance with Property Management.
- C. Contractors, subcontractors and their personnel will not use the Loading Dock area for parking. Unauthorized vehicles will be ticketed and towed.
- D. Use of the Loading Dock for deliveries/trash removal must be scheduled through the Landlord.
- E. Material that does not fit into the service elevator must be delivered through a window opening. The contractor will be required to properly remove and replace the glass and to adequately protect the window framing with prior approval from the Landlord. Windows are removed from the outside, and will require the use of a ground rigged powered platform. Window removal must be accomplished by a competent subcontractor and must be in accordance with all pertinent guidelines and regulations. An operational plan, emergency plan, proof of current operator training, platform and motor inspection records must be provided to the Landlord in advance.

IV. UTILITIES

A. In unoccupied tenant space under construction or control by the Contractor, the Contractor shall turn off all lights, except emergency lighting, at the end of each workday. In the event the Contractor fails to turn off the non-emergency lighting at the end of each work day, the Contractor will be invoiced for the excess electric consumption at the rate of \$0.01 per square foot, per day.

V. SECURITY

- A. The Contractor will be responsible for controlling any keys or access cards furnished by the Landlord and will return them daily to the Landlord.
- B. The Contractor will be responsible for locking any secure area made available to the Contractor whenever that area is unattended.
- C. Contractor, its subcontractors, suppliers, agents, and visitors may only use designated building entrance for access to their work on Site. Typically, the construction entrance is via the Loading Dock. Contractor is responsible for protection, ramps, door removal, security, and a dust free environment at this building entrance.
- D. Contractor, its subcontractors, agents, and visitors must arrange access and coordinate all access to Tenant occupied areas with Property Manager and Tenant's authorized personnel.
- E. Property Manager may at its discretion, institute and monitor a badge system with the purpose of controlling access to Site and monitoring construction personnel within the premises for the duration of the work. Contractor should anticipate tight controls by Property Management of all personnel entering or leaving the premises, including, but not limited to, the inspection of gang boxes. All construction personnel will be responsible to wear their Contractor issued ID badge at all times while on Site. In addition, all construction related personnel will be required to sign in and out at the Loading Dock security office during normal working hours, or at the Lobby Security Desk after hours, and be issued a security badge which shall be prominently displayed at all times while on the



Site. Access will be denied without a badge and those discovered without a Contractor issue ID badge and a building issued security fade badge will be escorted off Site.

- F. Contractor is responsible for the security of its own material, equipment, tools, and work in place. In addition, Contractor is responsible for securing access to and from Tenant's premises.
- G. Contractor is responsible for the cost of additional security in Tenant's premises when such additional service is deemed necessary by Tenant or Contractor. Requests for additional guard service are to be directed to Property Management at least 48 hours in advance, and the cost of any such required service will be billed to Contractor.
- H. Contractor must, however, provide Property Management or designated representative at all times with keys or other devices which are required to access any area secured by Contractor on Site.

VI. ELEVATORS

- A. Passenger elevators may not be used to move construction material or construction personnel. The Service Elevator is the only means by which to convey materials and personnel, except for approved curtain wall window deliveries.
- B. Any costs to repair damage to the elevators including dust or dirt in machine rooms or shaft or costs for service calls resulting from the contractor's operations will be charged to the Contractor.

VII. CLEANING

- A. The Contractor will remove all trash and debris daily or as often as necessary to maintain cleanliness in the building(s). The building trash compactors or containers are not to be used for construction debris.
- B. Walk-off mats or other protection must be provided at door entrances where work is being performed.
- C. Carpeting shall be protected by plastic runners or hardboard as necessary to maintain cleanliness and to protect carpets from damage.
- D. Tile, granite and wood floors shall be protected from damage as necessary.
- E. Contractor will furnish a vacuum(s) with a supply of clean bags and an operator to facilitate ongoing clean-up.
- F. Trash removal will be scheduled and coordinated with the Landlord. Use of service elevator is restricted to service elevator requirement in Section VI.
- G. Contractors must remove all food cartons and related debris from the work area on a daily basis.
- H. Driveway and street cleaning by Contractor will be required when Contractor's work has created mud or debris.



VIII. MECHANICAL, ELECTRICAL, AND VOICE/DATA CABLING WORK

- A. Before any new electrical equipment is installed 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.
- B. Any installation or modification to building 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.
- C. The electrical plans must be prepared by a licensed engineer and must show size and location of all supply and return grilles. The Landlord 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.
- D. As required by code and the Landlord 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.
- E. The installation of tenant equipment (except emergency lighting per code) on the base building emergency power supply systems is not permitted.
- F. 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.
- G. All concealed equipment shall be located with necessary accessibility for maintenance and repair. Tenant to provide Landlord 1 week prior notice of ceiling close-in inspections, for Landlord review of above-ceiling accessibility to equipment.
- H. To maintain existing warranties, Landlord may require Contractor to use certain designated subcontractors (e.g., for roofing, glass, HVAC controls, etc.)

ATTACHMENT A

GUIDELINES FOR MANAGING CONSTRUCTION PROJECT FIRE PROTECTION IMPAIRMENTS

I. IMPAIRMENTS

Impairments to the building sprinkler and fire alarm systems are typically required when renovations involve changes to these systems. The following impairment procedures must be adhered to whenever impairments to the sprinkler or fire alarm systems are required or encountered.

Contractors requiring an impairment shall follow these steps:

- 1. Request an Impairment Tag from Landlord and be prepared to fulfill the responsibilities assigned to the Contractor.
- 2. Assist the Landlord in completing the Pre-Impairment Checklist part of the Impairment Tag (Part A).
- 3. The "hard copy" of the Impairment Tag is placed on the impaired equipment.
- 4. Upon completion of Work and/or to release the impairment the Contractor shall return the Impairment Tag "hard copy" to Landlord.
- 5. The Contractor and Landlord place both parts of the tag together and complete the System Restoration Checklist (Part B) including signing off that the restoration is complete.

Important points are as follows:

- A Tag Permit is required for any impairment of the sprinkler / fire alarm systems.
- Each permit will be valid for one shift.
- Plan all work to minimize the duration of the system(s) impairment.
- The actual impairment of the system(s) should not take place until all personnel, material and equipment are at the work location.
- If possible, isolate only the work zone for impairment. System(s) must be restored at the end of the work shift.
- Impairments to large areas or that would affect primary life safety system(s) should be scheduled for times when the building or area is unoccupied. Fire watch tours of the impaired area shall be established and if applicable, personnel should be provided at closed valves or fire pumps to quickly restore the system if a fire occurs.
- Hot work or other hazardous-type operations shall not be conducted in an area where the fire
 protection or life safety system(s) are impaired.
- If any hot work or hazardous operations are necessary as part of the impairment, fire watches must be established.



II. HOT WORK

A Hot Work Permit is required for any temporary operation producing open flame or sparks. This includes brazing, cutting, grinding, soldering, pipe thawing, torch applied roofing and welding.

Contractors requiring a hot work permit shall follow these steps:

- 1. Request a Hot Work Permit from Landlord and be prepared to fulfill the responsibilities assigned to the Contractor.
- 2. Assist the Landlord in completing Part A of the Yellow Hot Work Permit.
- 3. The "hard copy" of the Hot Work Permit is placed at the work location.
- 4. Upon completion of the hot work, the Contractor shall complete Part B of the Hot Work Permit and return the "hard copy" to the Landlord.
- 5. The Contractor and Landlord place both parts of the tag together and sign off/close the Hot Work Permit.

Important points are as follows:

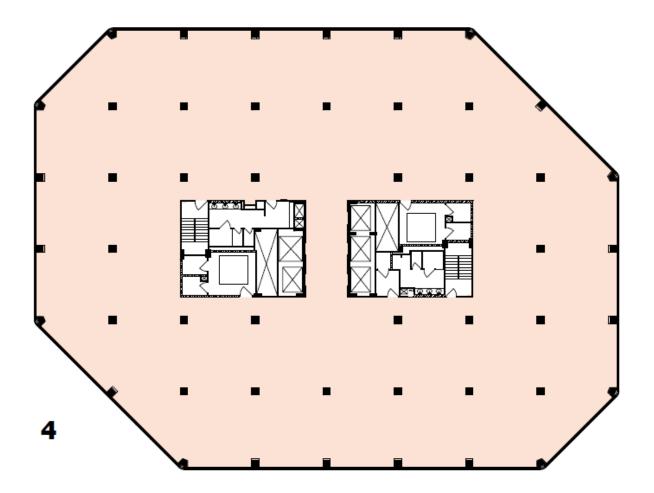
- If there is a practical and safer way to do the job without hot work, we require that method be used.
- No hot work is permitted without authorization from Landlord's representative, serving as the Fire- safety Supervisor / Impairment Coordinator, in the form of a signed hot work permit. This permit will be valid for a maximum of one eight-hour shift. After this time, another permit must be obtained from and signed by the Fire-safety Supervisor / Impairment Coordinator, before any additional hot work can continue.
- Specific firefighting equipment and protection material will be required at the hot work site before work starts. Contractor shall provide all equipment and protection required to ensure fire safe operations or otherwise specified by Landlord.
- No hot work is permitted without a designated fire watch present. The Contractor is responsible to provide necessary personnel to conduct a fire watch (as defined in the hot work permit) or otherwise specified by the Fire-safety Supervisor / Impairment Coordinator. If unsafe conditions are observed, the hot work operation will be stopped until the hazard is neutralized or eliminated. Additionally, the Fire-safety Supervisor / Impairment Coordinator must be notified immediately of all unsafe or hazardous conditions.
- The Contractor will verify that all equipment associated with the hot work is in proper working order. An
 inspection of the equipment may be conducted by the Fire-safety Supervisor / Impairment Coordinator
 before the hot work permit is issued. Any unsafe equipment must be removed from the property and
 replaced prior to starting hot work.
- All contractor-owned equipment or materials stored in the facility overnight must be properly secured in an area designated by the Fire-safety Supervisor / Impairment Coordinator.
- A sprinkler impairment and hot work in the same zone at the same time will not be allowed.

| HOT WORK | HOT WORK |
|--|---|
| An and a straight and good a straight and a straigh | DO NOT REMOVE THIS TAG! TO DO SO WITHOUT AUTHORITY WILL MEAN DISCIPLINARY ACTION! IT IS HERE FOR A PURPOSE REMARKS: |
| | SEE OTHER SIDE |



Exhibit 1 Physical Barrier Placement and Safety Perimeter Indicator

Please indicate Barrier Type and placement location on the attached diagrams. Contractor's personnel are responsible for placement of barriers.



* Contractor to insert floor diagrams for specific floor barricade placement



Exhibit 2 Warning Signage Placement Schedule

Date Submitted _____

Sign Type A Wording: _____

| Placement Location | Date and Time Sign Must be Posted |
|--------------------|-----------------------------------|
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Sign Type B Wording: _____

| Placement Location | Date and Time Sign Must be Posted |
|--------------------|-----------------------------------|
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| | |

Sign Type C Wording: _____

| Placement Location | Date and Time Sign Must be Posted |
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4. REQUIRED CONTRACTOR LIST

Work done to the following systems in the Building must be performed by the following subcontractors.

Building Automation System

Apex Building Controls

5231 Intercoastal Dr. Monrovia, MD 21770 Adam Hetrick 443-623-6953

Fire Alarm Panel

Mona Electric Paul Hensley MD/VA Fire Alarm Service Manager 7915 Malcolm Rd. Clinton, MD 20735 240-216-8545

Roofing

Culbertson Roofing Henry Alfaro 7000 Tech Circle Manassas, VA 20109. 571-921-7320

Design and Contractor Team information

Base Building Design & Original Principals

Architect – CORE – Dale Stewart 1010 Wisconsin Ave NW Suite 405 Washington, DC 20007 (202) 466-6116

MEP - Allan & Shariff - Houcine Tlamsani

7061 Deepage Drive #200 Columbia, MD 21045 410-381-7100

Structural Engineer – SK&A – Kamil Akcali 155 Connecticut Ave NW #800 Washington, DC 20036 (202) 659-2520

Base Building Mechanical Subcontractor – CDS Mechanical Kenny Comba PO Box 4492 Crofton MD 21114 410-451-7157

Electrical Subcontractor – Mona Electric Paul Hensley MD/VA Fire Alarm Service Manager 240-216-8545

Building Security – Datawatch Systems Sarah Brady 4401 East West Highway Suite 500 Bethesda, MD 20814 301-280-4390



5. INSURANCE REQUIREMENTS

CONTRACTOR'S LIABILITY INSURANCE:

- a. The Contractor shall purchase from and maintain until final completion with a company or companies lawfully authorized to do business in the jurisdiction in which the project is located such insurance as will protect Contractor from claims set forth below which may arise out of or result from Contractor's operations under the contract and for which Contractor may be legally liable, whether such operations be by Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - 1. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
 - Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than Contractor's employees;
 - 4. Claims for damages insured by usual personal injury liability coverage;
 - Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including explosion, collapse and damage to utilities and loss of use resulting there from;
 - 6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
 - 7. Claims for bodily injury or property damage arising out of completed operations.
- b. The insurance required shall, at a minimum, include the following insurance coverages:
 - 1. Workers' Compensation insurance providing statutory benefits for all persons employed in connection with the construction at the site, regardless of whether such coverage or insurance is mandatory or merely elective under applicable law, with limits of liability and coverage as required by applicable law, or participation in a monopolistic state workers' compensation fund; and Employer's Liability Insurance, or in a monopolistic state Stop Gap Liability insurance, in an amount not less than \$1,000,000 each accident/\$1,000,000 each employee/\$1,000,000 annual policy limit, including occupational disease coverage with a limit of \$1,000,000 per person subject to an aggregate limit of \$1,000,000 per annum. Workers' Compensation and Employer's Liability Insurance shall be kept in force for at least one year after final completion.
 - 2. Commercial General Liability insurance, on an "occurrence" basis, insuring against liability for bodily injury and death, for property damage, and for advertising and personal injury, in an amount not less than \$2,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury, death, and property damage, and \$1,000,000 per occurrence and \$2,000,000 annual aggregate for advertising and personal injury. This insurance shall be on a form at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage "occurrence" form CG 00 01 10 01 or another ISO Comprehensive General Liability "occurrence" form providing equivalent coverage approved in writing by Landlord. This insurance shall include operations-premises liability, Contractor's protective liability on the operations of Contractor and all subcontractors and sub- subcontractors' products and completed operations; broad form contractual liability coverage including coverage for the indemnity obligations of the contractor under the indemnity provisions of this contract and the contract documents; or for work performed by subcontractors, or for explosion, collapse, underground operations, foundation work, damage to utilities, or loss of use resulting therefrom: if applicable, liability arising out of elevators and escalators; pollution coverage for losses arising out of the Contractor's activities; and an endorsement amending the aggregate limits to apply on a per location or per project basis. Such coverages and limits are to be maintained continuously after final completion for a period equal to the applicable statute of repose for the jurisdiction in which the project is located.
 - 3. Automobile Liability insurance for all owned, non-owned, leased, rented, borrowed, and/or



hired vehicles 1) insuring against liability for bodily injury and death and property damage in an amount not less than \$1,000,000 combined single limit per occurrence, issued on a form at least as broad as ISO Business Auto Coverage form CA 00 01 07 97 or other form approved in writing by Landlord.

- 4. Excess/Umbrella Liability insurance of not less than \$10,000,000 annual aggregate, to be excess over the Employer's Liability, Commercial General Liability, and Automobile Liability insurance described above. The policy must include an "Aggregate Per Project" endorsement. Such coverages and limits are to be maintained continuously after final completion for a period equal to the applicable statute of repose for the jurisdiction in which the project is located.
- c. All policies of insurance to be provided by Contractor in accordance with this Article XI shall be (1) issued by financially responsible companies licensed to issue such insurance in all applicable states and that have an A.M. Best rating of "A-" or better and a financial size category of VIII or larger and otherwise satisfactory to each of the Additional Insured Parties designated herein; and (2) in form and substance satisfactory to the Landlord and each party designated herein as an Additional Insured Party
- d. All policies of insurance to be provided by Contractor in accordance with the contract and shall also

insure the interests of the Landlord, any indemnities and their respective constituent members and partners, each of whom shall be named as Additional Insureds under such policies. Such insurance shall provide that the Additional Insureds shall be covered for their costs of defense of any insured claim outside the limits of coverage provided.

- e. Prior to date of commencement, Contractor shall submit to the Landlord certificates of insurance and policies in form and substance acceptable to Landlord evidencing existence of the insurance coverages required under the contract. Each certificate of insurance shall contain a provision that the coverages provided under the respective policies will not be canceled, materially changed or allowed to expire until at least 30 days' prior written notice has been given to Landlord. If any of the insurance coverages are to remain in effect after final payment is made to Contractor, additional certificate(s) of insurance evidencing continuation of such coverage shall be submitted to Landlord, together with the Contractor's final Application for Payment, and a further certificate of insurance shall be delivered to the Landlord, from time to time, after final payment to evidence the existence of all coverages that are to continue in effect following final payment. Not less than fifteen (15) days prior to the expiration date of each policy furnished to Landlord in accordance herewith, Contractor shall deliver to Landlord a certificate of insurance evidencing the renewal of the applicable policy. In addition to the certificates of insurance, copies of the insurance policies shall be delivered to Landlord within ten (10) days following the commencement of the Work.
- f. The indemnitees and such other parties designated by Landlord (each, an "Additional Insured Party") shall each be named as an Additional Named Insured or an Additional Insured with respect to the commercial general liability insurance, the automobile liability insurance and the excess/umbrella liability insurance required to be provided and maintained in accordance with the contract.
- g. The commercial general liability insurance, automobile liability insurance and excess/umbrella liability insurance policies shall be endorsed to (i) provide that the coverage provided thereunder shall be primary and non-contributory (and any liability insurance of each Additional Insured Party shall be secondary and non-contributory); and (ii) waive any right of subrogation against each Additional Insured Party.

Insurance shall name Third Gould LLC, Gould Property Company, Gould Property Management, LLC, Konterra Realty, LLC, and the Jackson National Life Insurance Company as Additional insureds as respects to Commercial General Liability, Automotive Liability and Excess Umbrella Liability Insurance; shall contain a waiver of subrogation against any Additional Insured; and the coverage provided shall be primary and non-contributory (with any Additional Insured liability policies secondary and non-contributory).

Certificate Holder: Third Gould LLC, c/o Gould Property Company 2611 South Clark Street Arlington, VA 22201



CLAIMS:

A. Contractor shall promptly investigate and make a full written report to the Landlord and to the Landlord's insurance carriers as to all alleged accidents and/or alleged claims for damage

or destruction of the building and the estimated cost of repair and shall perform all necessary recordkeeping related to same. At the request of the Landlord, Contractor shall cooperate with the Landlord and its insurance carrier(s) in procuring all reports required by the insurance carrier(s) and shall do nothing to jeopardize the rights of the Landlord and any other party insured under said policies. Contractor and the Landlord shall each notify the other (and, at the Landlord's request, Contractor shall notify the Landlord's insurance carriers) of any casualty or of any claim made against the other or both jointly and severally on account of personal injury or property damage, and shall cooperate fully with any insurance carrier in connection with any such claim, which cooperation shall include, without limitation, attendance at meetings and court proceedings and the like; provided, however that, by so cooperating, Contractor shall not settle any losses, complete loss reports, adjust losses or endorse loss drafts without the prior written approval of the Landlord.

- B. Contractor shall notify the Landlord promptly upon the discovery of any defect with respect to the Work, without relieving Contractor of the responsibility for addressing such defect as a part of its services, as provided elsewhere in the Contract.
- C. Contractor shall provide such information to the Landlord and the Landlord's insurance carriers and shall attend such meetings as shall be necessary from time to time to ensure that the insurance carried hereunder appropriately addresses issues pertaining to and conditions at the building, including, without limitation, exposure information, loss control and protection of the building and current replacement cost figures.
- D. The Landlord in good faith shall have the right to adjust and settle a loss with insurers unless the Landlord's lender exercises its right to join the Landlord in the adjustment and settlement of any particular loss in which case the adjustment and settlement shall be conducted jointly by the Landlord and its lender.



6. TENANT BIM REQUIREMENTS – shall be submitted per Lease Requirements.