



|| CONTRACTOR RULES AND REGULATIONS

NOTICE: THERE ARE NO EXCEPTIONS TO THE PROCEDURES AND ANY UNAUTHORIZED WORK WILL BE STOPPED.

Owner hereby sets forth the following rules and regulations governing the Work to be done by the Contractor, its employees and any and all subcontractors employed by the Contractor, and the Contractor hereby agrees to comply with these rules and regulations and any changes thereto which may reasonably be made by Owner. Contractor further agrees to see to it that any and all subcontractors employed by the Contractor comply with the same.

1. Contractor Qualifications:

All Contractors and Subcontractors shall be bona fide, reputable, qualified, licensed, and insured, all of whom shall be subject to the prior reasonable approval of Landlord. Contractor shall furnish duly qualified and experienced employees and foremen or supervisors to carry out the Work to be performed by Contractor under this Agreement. Persons hired by Contractor shall be and remain Contractor's employees, except as otherwise provided for in this Agreement. All personnel hired by the Contractor shall be thoroughly screened. Contractor shall comply with the instructions pertaining to conduct and building regulations, issued by the building manager, property manager, Owner or other duly appointed official designated by Owner. Contractor shall always enforce strict discipline and maintain good order among the workers engaged in the Work and shall cause such workers to observe all reasonable fire prevention, security and safety rules and regulations in force at the site of the Work. **General Contractors will provide full-time qualified Superintendent on site to oversee all Subcontractors and to coordinate with Moore & Associates Property Managers and Building Engineers. Subcontractors working directly for Moore & Associates will provide full-time qualified Superintendent or Foreman onsite to oversee all tradesmen and to coordinate with Moore & Associates Project Superintendent, Property Managers and Building Engineers**

2. General Conditions:

Contractor agrees to comply with all federal, state, and municipal laws, rules and regulations that are now or may be in the future become applicable to Contractor or Contractor's business, equipment and personnel engaged in operations covered by this contract or accruing out of the performance of such operations. Contractor shall take all precautions necessary and shall be responsible for the safety of the Work hereunder and shall maintain all lights, guards, signs, temporary passages, or other protection necessary for this purpose. All work shall be done at Contractor's risk. Contractor shall obtain applicable permits and licenses and pay all related fees, unless otherwise stated herein.

Note: WORK APPROVAL

All blueprints, drawings, subcontractor lists, and material submittals must be submitted to the Property Management office three weeks prior to the start of construction. Contractor is to provide a list of the address and phone numbers for his or her company representatives and subcontractors prior to the commencement of work. Subcontractors must be supervised at all times by the general contractor's superintendent. The job superintendent is to be on call 24 hours/ 7 days a week for all construction related emergencies. Unsupervised sub-contractors will be asked to stop work and leave the premises until the general contractor's superintendent returns. Engineer support, including any base building system interfaces must be requested 24 hours in advance through the Property Management Office. Contractor will pay for engineer overtime and after-hours calls related to the construction project at a rate of \$100 per hour with a 4-hour minimum.

3. Permits:

All permits and licenses necessary to complete the Work shall be secured and paid for by the Contractor prior to commencement of the Work. It is the responsibility of the Contractor to forward an original certificate of occupancy to Owner prior to the release of any retainage held by Owner. No work will be allowed without properly displaying a permit.

4. Schedule:

Contractor will notify the Owner of the start and completion dates, hours, and days the workers will be in the building and any changes from this schedule. Contractor shall meet with the Owner no less than weekly to review a construction schedule and the progress of the Work. Contractor shall provide a detailed work schedule a minimum of one week prior to starting and will provide an updated schedule weekly.

5. Work Area:

Before commencing any of the Work, the Contractor shall erect construction barriers acceptable to Owner between the area where the Work is being conducted (the "Work Area") and any public areas at and around the building in which the Work is constructed ("Project Site") and will keep the Work Area closed from public view until completion and occupancy by Tenant. The Contractor shall perform all construction activities and all storage of materials inside the Work Area.

Contractor and Subcontractors shall be present only on the designated floor(s) under construction. Contractors will not be permitted to use the roof top areas. At the end of the workday, or during any interruption in the Work, all Work areas including common areas of the building must be completely locked and secured.

6. Contractor Identifications:

All Contractors are required to possess identification badges stating individual's name and company while on-site. Without an identification badge, the workers will be required to leave the property immediately and the Contractor will be put on notice.

7. Keys and Locks:

The Contractor shall provide Owner with keys to all locks installed on or in the Work Area. Owner shall be provided access to the Work Area at all times.

All new door locks are to be keyed to the building master and coordinated with the Landlord.

8. Common Areas:

The Contractor shall carefully protect all existing property and improvements, including walls, ceilings, floors, and finishes applied to such walls, floors, ceilings, and furniture and fixtures and shall pay for repair or replacement of all damaged existing property and improvements (whether caused by Contractor or its agents or subcontractors) upon request by Owner. The Contractor will not perform any construction activities or store any areas outside the Work Area. Alterations to multi-tenant corridors and public areas (e.g., door cut-in) shall either be complete within the first week of construction or a visual barrier (approved by Owner) shall be erected at Contractor's expense.

9. Elevators:

Use of the freight elevator must be scheduled in advance through the Property Manager's office. All construction materials, tools and trash are to be transferred to and from the Work Area via the freight/service elevator. At no time shall the Contractor (or its subcontractors or suppliers) use the passenger elevators to move construction personnel, materials, equipment, tools, or trash to or from the Work Area without the express prior written consent of the Owner. Furthermore, the use of the service elevator shall be scheduled by the Contractor with Owner. Any work or hauling of materials or trash on occupied floors shall be conducted so as to leave unobstructed at all times public corridors, service elevator vestibules or passenger elevator lobbies. Because the service elevator is the principle means of providing hoisting for tenants and the property management services as well as construction activities, the Contractor must cooperate in resolving any conflicts which may arise from time to time when the Contractor is required to share the service elevator with the Owner's property management staff, cleaning crews, other tenants, separate contractors, etc. At no time may the Contractor or its Subcontractors block the service elevator open. In the event that any damage occurs to the service elevator or service elevator lobbies, the Contractor will bear the total cost of all repairs.

10. Water and Electricity during Construction:

Sources of water and electricity (in reasonable quantities for lighting, portable power tools, drinking water, water for testing and other such common uses during construction) will be made available to the Contractor by the Owner without cost to the Contractor. The Contractor shall make all connections or furnish any necessary extensions to or from such sources and shall be responsible for promptly removing same upon completion of the Work. Any electrical work that may interfere with the normal operations of

other tenants must be scheduled after 6:00 p.m. or before 6:00 a.m. (Monday through Friday) and a Building Engineer must be onsite. **24-hour notification** to the Property Management Office is required.

11. Sanitary Facilities:

The Contractor shall use only those facilities specifically designated by the Owner. All costs associated with clean-up or damage of any kind shall be the responsibility of the Contractor. The Contractor may be required to provide portable facilities in a location agreed to by the Owner. Contractor will provide regular cleaning in and around portable facilities and keep facilities locked during non-working hours.

12. Indoor Air Quality/HVAC Protection

The Contractor shall provide **24-hour notification** to the Property Management Office prior to commencement of any extremely dusty work (e.g., sheetrock cutting, sanding, extensive brooming, etc.) such that Owner may arrange for additional filtering capacity on the affected HVAC equipment and fire alarm devices. Failure to make such prior notification will result in the Contractor absorbing any costs associated with returning any HVAC equipment and any other existing improvements damaged by dust to their original condition.

The Contractor is to seal off the plenum, HVAC (Return) openings, and corridors in the entire perimeter of the scope of work. Coordinate with Landlord for powering down of air handler. All perimeter heat pumps are to be covered and protected from all construction debris and turned off. All heat pumps are to remain off during the entire contraction period. Contractor shall maintain/replace filter material as required to ensure proper filtration.

Any Work requiring Landlord to shut down any part of the mechanical systems, including HVAC, energy management, security, electrical, plumbing or fire-life safety, must be scheduled before or after normal business hours (7:30 a.m. - 6:00 p.m. Monday-Friday; 9:00 a.m. - 12:30 p.m. Saturday) and must be coordinated with the Owner. **We require forty-eight (48) hours advance notice for scheduling.**

Any Work requiring a connection or tie-in to the building's mechanical systems including HVAC, energy management, security and fire-life safety is subject to the building owner's requirements, and all should be coordinated with the building engineer. HVAC control and Fire Alarm devices are required to be tied in using a building-authorized contractor.

13. Clean-up

All construction debris must be removed from the worksite daily in suitable containers so as not to create any disturbance, damage to the building, trash, or additional cleaning for building employees. Debris will be removed to an Owner approved dumpster. Adequate precautions must be taken to protect building common areas (i.e., floors, walls, doors, elevators, etc.). Areas used to bring materials into and out of the building must be thoroughly cleaned immediately after use. For

all hard floor surfaces, sweeping compound must be used. No construction debris or material may be left in or around the building; (i.e., hallways, elevator lobbies, or loading dock area) even on a temporary basis and may not be deposited in the building's trash receptacles. Failure to do so will result in an assessment for damages.

14. Working Hours:

Certain operations must be performed outside the normal working hours of Monday (8:00 am to 6:00 pm) through Friday to prevent the disturbance or interruption of normal business operations. **Contractor shall notify the Owner, with 24-hour notice, for an engineer to be available for overtime to oversee this type of activity.** These operations include, but are not limited to:

1. Drilling, cutting, or chiseling of the concrete floor slabs, columns, decks, etc.
2. Drilling or cutting of any structural member or installation of new structural member.
3. 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.).
4. Welding or operating a compressor.
5. Draining or tapping into sprinkler piping or plumbing risers or loops.
6. Spraying or lacquering.
7. Work in occupied tenant spaces, if required by tenant.
8. Work in ceilings of tenants outside of specified suite.
9. X-ray of slab.
10. Painting (unless using material specified as non-VOC)
11. Use of adhesives i.e., carpet, tile, wallcovering, etc. (unless using material specified as non-VOC)

Non-business hours are (6:00 PM to 7:30 AM Mondays thru Fridays) or weekends.

The Contractor must have qualified supervisory personnel on site at all times during the Construction.

15. Workman Conduct:

No loud or abusive language or actions or the playing of music which can be heard outside the Work Area will be tolerated. It will be the responsibility of the Contractor to enforce this regulation on a day-to-day basis and/or in response to specific complaints from tenants or Owner. Workers shall have a neat and clean appearance. Workers shall wear a sleeved shirt and pants (no shorts). Shoes shall be in good repair, no open toe footwear permitted.

16. Electrical Panel Changes:

All additional electrical circuits added to existing electrical panels, or any new circuits added to new electrical panels will be appropriately marked as to the area and/or equipment serviced by the circuit(s) in question. All electrical panels which have covers removed for any reason (e.g., so as to allow the addition of new circuits) or any new electrical panels which are installed shall be left

at the end of each day with all panel covers properly in place and all panel doors securely closed. Under no circumstances will power serving other tenants' premises or other areas of the Project Site be shut off without the specific advance approval of Owner.

All changes to distribution panels are to be reflected on a revised Panel Schedule. All Panel Schedules are to be typed on hard cardstock and sized to fit securely into the provided slots inside the panel cover.

17. Special Elevator Services:

Any work or repair which necessitates or involves the following must be scheduled in advance with Owner.

- A. Access to the top of the service elevator cab.
- B. Utilization of the service elevator to perform the Work.
- C. Work on or in the service elevator.

Sufficient notice regarding such proposed activities should be given so as to allow Owner to arrange with the elevator installer or service contractor to provide personnel to perform or supervise such activities.

Under no circumstances should the Contractor permit their personnel to utilize the service elevator for any purpose other than the approved transport of materials and/or personnel. Contractor will be responsible for any extra costs incurred by the Owner resulting from or in connection with such use of the service elevators by the Contractor (or its employees or subcontractors).

18. Welding/Cutting Torch Use:

No welding, burning, or cutting torch work is to be performed at the Project Site without the prior approval of Owner. If such approval is granted by Owner, the Contractor must have a firewatch, fire blankets and a fire extinguisher present in the Work Area at all times when the equipment is being used. Additionally, the Contractor may, at Owner's request, be required to perform any such work after-hours because of the fumes which may be associated with such welding/cutting torch usage at Contractor's expense.

19. Spraying of Varnishes/Lacquer in the Project Site:

No varnishes/lacquers or similar products are to be sprayed in the Project Site without the prior approval of the Owner. Because of their potential combustible nature, this type of work should normally be done off-site. Anyone found spraying these compounds in or around the Project Site without the prior written approval of the Owner will be required to cease such work.

20. Draining of Sprinkler Lines:

Any Work which will involve the draining of a sprinkler line or otherwise affect the Project Site's sprinkler system must be approved in writing in advance by Owner and must be performed after hours. In all instances where this is done, the system may not be left inoperable overnight.

De-energizing of the fire pump related to drainage of the sprinkler lines will be done only by Owner's personnel or Owner's separate contractors and at such time of the day as determined by Owner. Contractor is required to give Owner 48-hours' notice prior to such de-energizing to be performed. All costs associated with such de-energizing shall be paid for by the Contractor. All sprinkler drains and fills are to be coordinated with the landlord **48 Hours** in advance and will be conducted by Building Engineering staff only with tenant sprinkler contractor present. Draining of system is required to be conducted prior to 7:00 AM.

21. Deliveries:

Deliveries involving the use of the freight elevator must be scheduled with the Property Management Office. Deliveries occurring after 6:00 a.m. and before 6:00 p.m. (Monday through Friday) and 6:00 am and 4:00 pm on Saturdays must take less than twenty (20) minutes to unload. Deliveries taking more than twenty (20) minutes must be scheduled after hours with the Property Management Office or the Building Engineer. All deliveries must be coordinated through the Property Manager or Building Engineer. No deliveries are permitted to go through the main lobby or on the passenger elevators.

22. Parking:

Parking is as follows:

- 3120 Fairview Park: Vehicles must park in the back row of the surface lot, closest to Interstate 495
- Pickett Street: Vehicles must park in the alley behind the building
- Worldgate Metro Plaza: In a location to be determined by Property Management
- 2100 Reston Parkway: In a location to be determined by Property Management
- Williams Crossing: In a location to be determined by Property Management
- Bethesda Towers: In a location to be determined by Property Management

Vehicles found parked in unauthorized areas around the building will be subject to towing at the risk of their owner. Use of the loading dock will be for short term loading and unloading only.

23. Safety Data Sheets:

Provide copy of hazardous communication program as required by OSHA to include SDS for all materials to be used in the construction site prior to the start of construction. All materials that have any potential for hazard (paints, glues, polishes, solvents, etc.) must have their associated SDS sheets available at the Project Site during the performance of the Work.

24. Posting of These Project Site Rules and Regulations Governing the Work:

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

25. Fire Alarm System:

Should a Contractor's Work including welding, the use of a cutting torch, spray point, or any other activity that might interfere with the fire alarm system wiring or otherwise trigger or affect the fire alarm system, the Contractor must receive prior written approval from the Owner at least 24 hours prior to commencing such activity. Owner at its sole discretion shall select the time of day for such operations.

The Contractor shall take any and all steps to prevent accidental triggering of the fire and smoke detection devices within or adjacent to the Work Area and at the Project Site. Such steps shall not include disconnecting any such devices, but rather shall involve the installation of dust barriers around smoke detectors, etc.

No fire alarm devices are to be disconnected. The devices can be coiled up in the ceiling and removed when the final Fire Alarm tie-in occurs. The fire alarm final terminations must be conducted by base building fire alarm contractor at tenant's expense.

26. Light switches Lamps and Ballasts:

The Contractor is responsible for ensuring that all light fixtures in the Work Area are working properly and are fully lit upon completion of the Work. This includes replacement of tubes and ballasts as required in light fixtures that are replaced, added, or repositioned.

All new office light switches are to have the building standard lighting occupancy sensors which is Sensor Switch model and are the only type supported and maintained by the Landlord after installation. Sensor Switch manufactures dual technology (ultra-sonic and motion control) devices that are both wall and ceiling mounted. A specification sheet is available if needed.

27. Non-Compliance:

In addition to other rights and remedies afforded to Owner under the Contract Documents, noncompliance with these regulations will result in the possible barring of the Contractor from current or future activities at the Project Site. Any costs incurred by Owner resulting from the Contractor's activities (including the activities of any of the Contractor's employees or subcontractors) will be billed to the Contractor or set off against future payments to the Contractor in connection with the Work.

28. Damaged Property:

All costs associated with replacing; repairing or cleaning any property which has been damaged during the performance of the Work will be billed to the Contractor or set off against future payments to Contractor in connection with the Work.

29. Site Logistics/Walk through

Submit site logistics plan and/or review with the landlord representative. Complete existing conditions walk through of common areas. Coordinate with the Landlord a time and place for weekly job progress meetings if required and conduct a joint pre-construction meeting. Any alterations/deviation from the approved plans must be submitted to the Owner for review and written approval prior to proceeding with the Work.

30. Slab penetrations

All penetrations through the slab are to be GPR, X-rayed if required, and approved by a structural engineer and reviewed by Landlord prior to core drilling. Costs of GPR and Structural Engineering review is a Contractor's expense unless specifically excluded in Contractor's work agreement.

31. Base Building Tie-Ins

If Contractor needs to tie into any of the following base building systems, it is imperative that the contractors coordinate the tie-ins with the Owner. The Owner will be responsible for choosing the required contractor.

- Fire Alarm System
- Sprinkler System
- Elevator System
- Roofing
- Glass Work
- Electronic Security Service

32. Partitions

All new partitions shall be supported by a stud extending the full length of the wall (slab to slab) or provide kicker at the partition connection every eight (8) feet of a sturdy wall. Penetrations into ceiling grid are not permitted as the only connection.

33. Contractor supplied information. (At completion of project)

- A final "As-built" set of prints (hard copy) incorporating any changes is to be provided upon completion of work.
- A final County/City/State approved set of plans inclusive of fire alarm device and egress lighting is to be provided to Landlord along with the permit prior to commencement of work.
- A certified air balance report signed and approved by a licensed P .E. registered in the State where work is located.

34. VIOLATION OF ANY OF THESE RULES AT ANY TIME WILL RESULT IN THE FOLLOWING FINES.

First Violation	Written Warning
Second Violation	\$100
Third and Subsequent Violations	\$500

**BREACHES IN BUILDING SECURITY SHALL RESULT IN A FINE OF \$500.00;
CONTINUED BREACHES WILL RESULT IN DISMISSAL OF CONTRACTOR.**

**IN ADDITION TO THESE FINES, CONTRACTOR WILL BE ASSESSED ALL ACTUAL COST INCURRED
BY MOORE & ASSOCIATES, INC. TO REMEDY ANY VIOLATION.**

NOTE: The following form is to be submitted to the Property Management Office within forty-eight hours of work request date by "All Contractors" which will require the assistance of the building staff for the following areas:

1. Sprinkler work/fire pump shutdown/domestic water booster pump shutdown.
2. Any and all Fire alarm work.
3. Electric tie-ins or shut-downs.
4. Plumbing – riser shutdown, etc.
5. HVAC tie-ins or shut-downs, etc. (No tie-ins to the condenser water loop during occupied hours)
6. All water source HVAC tie-ins must have an economizer coil option, unless in an IT room/closet.
7. Miscellaneous areas include, but are not limited to, access to closet doors, machine rooms and/or elevator usage, etc.

The above-mentioned activity requiring the assistance of the engineering staff after hours is subject to an hourly charge of \$100.00 Per hour, with a 4 hour minimum. All base building systems are to be verified as operating. All damages to the base building are the Contractor's responsibility.

35. Certificate of Liability Insurance

All Contractors are required to submit a Certificate of Liability Insurance, see attached exhibit for entities to be listed as additional insured, and shall provide evidence of workers compensation insurance prior to commencement of work on site.

THE CONTRACTOR AND ALL SUBCONTRACTORS MUST SIGN AND COMPLY WITH THESE GUIDELINES. FAILURE TO DO SO MAY RESULT IN WORK STOPPAGE UNTIL SUCH TIME AS FULL COMPLIANCE BY THE CONTRACTOR IS ACCOMPLISHED.

AGREED TO AND ACCEPTED

By: _____

Company: _____

Date: _____

Signature: _____