



Construction Work Rules and Requirements

Central Place Office, LLC

POLICY

The **Construction Work Rules and Requirements** establish a specific standard of performance to which all contractors, consultants and vendors working in the Building must comply, whether contracted by the Landlord or by the Tenant. No additional enforcement notifications will be given. Any party deviating from the **Construction Work Rules and Requirements** as set forth herein shall be subject to the removal from the Building and/or monetary damages. This document shall, by attachment or reference, become a part of the project construction documents.

PROJECT AUTHORITY

These Construction Work Rules & Regulations are access and construction rules to be followed by contractors, designers and vendors who require access to the Building or who will design, install work and/or provide services in the Building.

Any references to JBG Smith ("**JBG SMITH**") or Property Management refer to JBG SMITH's Tenant Construction Manager, to JBG SMITH's Property Manager, or a designated JBG SMITH's building engineering staff member.

Contractor shall mean a general contractor, construction manager and/or its subcontractors and/or suppliers performing construction or related work in the Building either directly for the Building Owner, JBG SMITH or Tenant.

JBG SMITH shall inspect the construction work being performed on a periodic basis. The Contractor shall not perform any work that violates the Construction Rules and Requirements or conflicts with the Contract Documents without approval by JBG SMITH.

Information concerning the Building's operation (i.e. Property Manager, normal business hours, etc.) is listed on the attached **Building Information Sheet**.

ADDITIONAL EXHIBITS

- Building Information Sheet
- Lien Waiver and Release for Progress Payments
- Lien Waiver and Release for Final Payment
- FM Global Red Tag Permit



BUILDING INFORMATION SHEET

BUILDING OWNER: Central Place Office, LLC

BUILDING ADDRESS: 1201 Wilson Boulevard, Arlington VA, 22209

HOURS OF OPERATION: Building: 7:00am-7:00pm M – F and 9:00am-1:00pm Sat
Management Office: 8:00am- 5:00pm M-F
Engineering Staff: 6:00am – 6:00pm M-F

PROPERTY MANAGEMENT CONTACTS: Suite 146 – “Fitness/Bldg Management” Level
Management Office: 703-528-1201
After-Hour Emergency: 703-769-1250

Title	Name	E-Mail
Asst. Chief Engineer	Derek Wright	dwright@jbgsmith.com
Lead Engineer	Chuck Thompson	cthompson@jbgsmith.com
Engineer	Raul Dominguez	rdominguez@jbgsmith.com
Utility Mechanic	Doug McIntire	dmcintire@jbgsmith.com
Portfolio Manager	Michala Jones	mjones@jbgsmith.com
Sr. Property Manager	Samantha Worthington	sworthington@jbgsmith.com
Property Administrator	TBD	TBD

LOADING DOCK LOCATION: Entrance located off N Moore Street. One-way loading dock

FREIGHT ELEVATOR LOCATION: Loading Dock Elevator Lobby
The freight elevator may be taken out of service with prior approval from the Property Manager.

DEBRIS BOXES LOCATION: Must be scheduled with property management office

BUILDING CONTRACTORS: Air Balance Contractor: W.E. Bowers
Fire Alarm Tie-In Contractor: LS Systems
BAS: Siemens, Inc.
Structural Engineer: Tadjer Cohen Edelson Associates, Inc.



A. GENERAL BUILDING INFORMATION/WORK PRACTICES

1. ACCESS - The Contractor must provide JBG SMITH with notification two (2) business days prior to needing access to an occupied area. JBG SMITH shall notify the Tenant and then provide direction to the Contractor. The Contractor shall only be allowed access to the floors and/or suites on and in which they are working. Access to adjacent suites and to other floors in the Building is prohibited without JBG SMITH's prior approval. Hauling, delivering or working in the main building lobby is prohibited at any time.
2. HOURS OF OPERATIONS – See attached BUILDING INFORMATION SHEET
3. AFTER HOUR AUTHORIZATION - All requests for authorization to perform after hours work that affect the Building systems and equipment shall be sent in writing to JBG SMITH at least one (1) business day in advance. No call-in requests for authorization shall be accepted. The attached form shall be used for all such requests. If after hours work requires that JBG SMITH provide supervision or personnel to monitor Building systems, at JBG SMITH's sole discretion, all costs associated with said personnel shall be borne by the Contractor or tenant should construction be tenant related.
4. SUPERVISION- There will be a person of authority (supervisor) on the job at all times who will be accessible to JBG SMITH.
5. DELIVERIES – The Contractor shall coordinate and schedule all deliveries through the JBG SMITH representative upon a minimum of **48 hours prior written notice**. The Contractor shall be responsible for scheduling the use of the loading dock and the freight elevators. Only rubber-wheeled dollies and carts may be used for the deliveries to prevent surface damage. No wooden or metal pallet or skids are permitted within the Building, except in designated loading docks.
6. LOADING DOCK – The use of the loading dock must be coordinated with the Property Manager and in compliance with County regulations.
7. ELEVATORS – The designated freight elevator is the only elevator which may be used for moving materials and construction personnel and shall be properly protected with temporary plywood protection and elevator pads. The use of the freight elevator must be coordinated with the Property Manager. Contractors shall not use passenger elevators, without prior approval the Property Manager.
8. RESTROOMS - Restroom use by Contractor personnel shall be restricted to the floor on which work is being performed if permitted by tenant or as designated by the Property Manager. The Contractor must fully protect and clean existing restrooms as part of the final clean up and make any repairs caused by the Contractor or its employees or personnel. Restroom use on multi-tenant floors shall not be permitted. If restroom use on the floor is not permitted the contractor is required to coordinate placement of port-o-john with the Property Manager.
9. UTILITIES - JBG SMITH shall generally supply limited utility services/usage for the construction work, including basic electricity and plumbing. Specific concerns regarding utilities must be submitted to JBG SMITH prior to the execution of the contract.
10. STORAGE/VACANT SPACE – When available the Property Manager will generally provide storage space for the Contractor to stage equipment, materials and a field office. However, the Contractor may need to provide off-site storage when Project requirements dictate. The use of vacant space storage is prohibited.



11. SIGNAGE – The Contractor shall provide and install at its cost any and all temporary construction, directional and informational signage as may be required by the JBG SMITH representative. All signage shall be approved by the JBG SMITH representative prior to posting.
12. PARKING - General parking shall not be provided for contractors, vendors and their respective employees.
13. NO SMOKING - No Smoking is allowed within the Building, the parking garages or in the Tenant's demised premises.
14. FOOD – No food, nor any trash and debris, shall be left in the suite under construction or anywhere else in the Building at any time and shall be disposed of by the Contractor on a daily basis in appropriate trash receptacles. No eating or coffee breaks are allowed in the common areas of the Building or occupied tenant space. The only approved area for eating or coffee breaks is within the contracted work area (if not occupied) or space designated by JBG SMITH.
15. OSHA SIGNAGE & BARRICADES - The Contractor is responsible for ensuring and providing job site safety. This includes safety for all employees as well as anyone entering the construction area. The Contractor shall provide protection, barricades and signage as required to ensure the safety of its personnel, JBG SMITH employees, building tenants, visitors, etc. and shall strictly comply with all OSHA requirements.
- 16. 24 HOUR EMERGENCY CONTACT – JBG SMITH Tenant Service Center, (703) 769-1250.**
17. HAZARDOUS MATERIAL DELIVERIES - Before any hazardous materials are utilized or delivered in to the Building, the Contractor shall notify and seek the approval in writing from JBG SMITH. All required paperwork must be submitted, in advance, to JBG SMITH. Storage locations and the method of storage shall be approved in writing by JBG SMITH in advance of any delivery. The Contractor is responsible for providing information (Material Safety Data Sheets) to workers regarding all hazardous or suspected hazardous materials and substances used or introduced by the Contractors, including their potential hazards. At the conclusion of the work requiring hazardous materials, the hazardous materials shall be removed from the Building and disposed of properly.
18. HAZARDOUS MATERIALS – The Building may contain hazardous materials. The Contractor shall contact the Property Manager to obtain a copy of the Hazardous Materials O&M Plan and shall follow the procedures outlined in the Plan.
19. ODOR & NOISE - No activities causing odor, excessive noise, vibrations etc.(i.e., core drilling, drilling, shooting track, sprinkler work, spray painting, any paint using an oil base or lacquer, etc.) shall not be performed during the hours of operation of the Building without the prior approval of JBG SMITH. After-hours work shall be allowed with JBG SMITH's consent and prior notification. The Contractor shall verify in advance that after-hours work can be performed. The Contractor shall notify JBG SMITH two (2) business days prior to commencing any work which may cause objectionable noise or odors so that property management can notify surrounding tenants in advance, even if work is performed after the Building's standard operating hours. The Contractor is responsible for controlling and for keeping noise levels to a minimum and must be in accordance with the Arlington County Noise Ordinance. Voices, machinery, tools and radios heard in the common areas or in adjacent occupied spaces will not be allowed, and all such activities shall be suspended at the direction of JBG SMITH at its sole reasonable discretion. When contractors are working above an occupied suite, ladders must be picked up to be moved or proper noise dampening padding should be attached to the feet of the ladder. Property Management may require a building engineer be present at the standard OT rate for any work performed outside of business hours.



20. **DAMAGES** - The Contractor shall be financially responsible for any and all damages caused by its agents, employees, and subcontractors, including but not limited to damages arising from its loss of Building services, such as utility services, elevator services, etc. Any damage caused to the property or Building by the Contractor, including but not limited to the doors and freight elevators shall be repaired by the Contractor as directed by JBG SMITH. JBG SMITH reserves the right to remedy the damages at the Contractor's expense in the event that the work is not acceptably corrected within one week of written notice to the Contractor.
21. **PROTECTION OF COMMON AREA FINISHES** - The Contractor shall protect all finishes, including but not limited to elevator doors, frames and cabs, flooring, wall surfaces, doors, door frames, and hardware with durable materials during any demolition or the movement of materials to the space under construction. Carpeted areas shall be protected until such time as the construction and movement of materials has been fully completed. The method of protection must be approved by JBG SMITH. Walk off mats are to be provided at the public corridor side of any entrance doors. During construction, the Contractor shall raise any venetian blinds or mini blinds and protect existing draperies or other window treatments, including solar film, so as not to soil or damage them. Glass suite entry doors and windows shall be covered with paper to prevent tenants from seeing the construction work.
22. **INSTALLATION OF COMMON AREA FINISHES** - The Contractor shall coordinate the timing and installation of common area finishes with JBG SMITH and shall use its best efforts to minimize any inconvenience or disruption to tenants on the floor for multi-tenanted floors.
23. **KEYS & LOCKS** – Whenever it is deemed necessary by Tenant or JBG SMITH to temporarily issue any key to the Contractor, the Contractor shall be responsible for controlling possession and use of same until it is returned daily to the issuing party. All suite entry doors and doors leading to the common areas of the Building must comply with established Building standard specifications. The lockset specification must be verified by JBG SMITH. All door locks shall be keyed to the building master and floor master. The Contractor must lock all doors to the suite at the end of each workday including suite entry and balcony doors.
24. **TRASH & DEBRIS** - The Contractor must provide for the daily removal of all construction trash and debris during the course of construction. All Contractors must schedule the delivery of trash containers with the Property Manager and obtain all required local government permits. Containers set on asphalt should first be placed on plywood to protect the surface from damage. At no time are the Building trash compactors and/or dumpsters to be used by the Contractor. JBG SMITH assumes no responsibility for the Contractor's trash containers. Trash shall be contained within the Contractor's trash containers and emptied on a regular basis and never allowed to overflow or otherwise remain outside of the required container. All areas the Contractor or its subcontractors work in must be kept clean on a daily basis. The cleaning of construction tools and equipment shall be confined to the janitor closet. All janitorial, electrical and telephone closets utilized by the Contractor should be kept clean throughout the work period and all construction debris must be removed after the construction is completed. No paints, thinners, or hazardous materials shall be poured down any drains. The Contractor must leave the constructed space completely clean, including but not limited to the cleaning of the inside of all exterior windows and sills, all interior windows and sill, window blinds or drapes, all light fixture lenses, all HVAC grills, cabinets and sinks. The Contractor must also vacuum the floor, including edge vacuuming. The Contractor must keep trash and debris out of window ledges that are visible to passing motorists. The Contractor shall maintain cleanliness throughout the Building, Tenant's demised premises, and any areas accessed by Contractor. Construction materials and debris are not permitted in the common areas or access corridors. JBG SMITH reserves the right to remove any such items and dispose at its discretion but at the Contractor's cost. The blocking of hallways, exits, elevator lobbies, electrical closets or loading docks is not permitted. All carpets are to be protected and kept clean at all times, **ESPECIALLY**



CARPET IN COMMON LOBBIES AND CORRIDORS. The Contractor shall be required to reimburse JBG SMITH for a thorough carpet cleaning and or replacement at the completion of the construction job, if such cleaning or replacement is deemed necessary in the sole judgment of JBG SMITH.

25. **SLAB PENETRATIONS-** For all slab penetrations required for new work, the slab shall be x-rayed to locate reinforcing bars, post-tensioning cables, piping, conduits, etc. prior to any penetration of the slab. All components shall be clearly marked on the slab surface prior to drilling, coring, etc. The Contractor shall not cut reinforcing bars, cables, etc., without prior authorization from the JBG SMITH and shall immediately repair any damage caused by slab penetrations in violation of this paragraph. All slab penetrations shall be fire stopped. The Contractor must receive the approval of JBG SMITH's structural engineer prior to proceeding with any such work.
26. **BASE BUILDING TIE-INS –** JBG SMITH must receive 48 hours' prior notice for all tie-ins to the base building lighting, plumbing, electrical or sprinkler systems. In the event Contractor's work requires a shutdown of these systems JBG SMITH 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. JBG SMITH must be contacted to coordinate the tie-in to any base building system as base building contractors must be utilized in order to not compromise equipment warranties and maintenance contracts that are in place.
27. **SECURITY –** Contractor will be responsible for re-locking any areas made available for necessary access whenever that area(s) is unattended, and also when work is 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. All costs of the provision of security personnel will be borne by the Contractor or tenant should the work be tenant related.



B. BUILDING SYSTEMS

GENERAL

1. EXISTING BUILDING EQUIPMENT AND FIXTURES – The Contractor shall be responsible for documenting the condition of any existing Building equipment or fixture prior to the start of any work and shall be responsible for repairing any existing Building equipment and fixtures damaged by the Contractor or its subcontractors. The Contractor must notify JBG SMITH immediately of any damage or the discovery of any existing damage. All missing and/or damaged thermostats must be brought to the JBG SMITH's attention prior to the start of all work in the space. The protection of all drains is required to prevent clogging and the Contractor is responsible for the cleaning of all drains which have become clogged during construction.
2. NEW EQUIPMENT - All new, existing and relocated equipment and devices shall be easily accessible (i.e., not permanently blocked by new or existing construction). Any sub-meters, whether electric, gas or water, if required, must be approved by JBG SMITH in advance.

HVAC / PLUMBING

1. SERVICING OF MECHANICAL/ELECTRICAL EQUIPMENT - No walls shall be installed over or in front of an induction unit, VAV or other HVAC distribution device. The unit shall be relocated and an additional unit shall be installed on the opposite side of the wall. No walls shall be constructed across a ceiling light fixture so as to inhibit changing of lamps or servicing the light fixtures when necessary.
2. DUCT WORK: All duct work shall conform to a minimum SMACNA standard. Any existing duct work shall be evaluated and reused whenever possible. All installations shall conform to prevailing code requirements in terms of the gauge of metal and fire damper. The Contractor shall be responsible for resealing and insulating duct work to comply with code.
3. CONDENSATE DRAIN LINES – The condensate drain lines from Tenant A/C units must be piped to a suitable drain in accordance with code and not to a sink. All units shall be equipped with a high level condensate lock-out or with a monitored high condensate level alarm.
4. ISOLATION VALVES – Proper isolation valves shall be installed on all Tenant A/C units, new plumbing fixtures, appliances or other equipment, to facilitate maintenance and also to allow the item to be removed without interfering with the Building operation.
5. PIPING – All supply piping for sinks, kitchen units, and condensate lines on packaged A/C units should be copper or other materials permitted by applicable code. All waste lines shall be cast iron. (The use of PVC or plastic pipe in plenum ceilings is prohibited). All existing water supply lines, waste lines and vent lines that will not be re-used shall be removed back to the source/wet stack and properly capped. All penetrations in slabs or rated walls shall be firestopped.
6. **“NO LEAD SOLDER ANYWHERE ON JBG SMITH PROPERTY”** Although it is still legal on Non-Potable water systems, lead solder can not be used on any system that carries water for consumption. Therefore, **JBG SMITH no longer allows lead solder in any of its buildings.** Lead solder can not be used inadvertently on potable water systems.



7. HVAC - HVAC units within the construction area shall be turned off during the construction period or protected to prevent dust or debris from entering. Continuous protection and filtration of HVAC return air to include but not be limited to covering main HVAC return with filter material. In the event that the Contractor fails to provide filter material at the return air duct the Contractor shall reimburse JBG SMITH for filter changes and evaporator cleaning at the end of the project. A preliminary inspection of the HVAC work in progress shall be scheduled through JBG SMITH prior to the installation or re-installation of the ceiling grid. Contractors are not to sit or stand on Building equipment. The Contractor shall clean induction units/fan coil units post construction. Units and unit covers are to be painted while covers are removed. Covers are not to be caulked.
8. THERMOSTATS – The installation or relocation of all thermostats, diffusers, mechanical systems or energy management systems are subject to JBG SMITH's review. The Contractor shall coordinate the installation of thermostats and switches with furniture plans to ensure clear access. The Contractor must use the Building's Control Contractor to perform such work and tie it into the existing energy management system.
9. AIR BALANCE – The Contractor shall calibrate all thermostats prior to performing any air balance. The Contractor shall balance supply/return air using JBG SMITH's preferred contractor as noted in the attached Building information sheet. Two copies of the Air Balance Report must be forwarded to JBG SMITH. All diffusers shall be balanced within 10% of design criteria.
10. SLAB PENETRATIONS- For all slab penetrations required for new work, the slab shall be x-rayed locate reinforcing bars, post-tensioning cables, piping, conduits, etc. prior to any penetration of the slab. All components shall be clearly marked on the slab surface prior to drilling, coring, etc. The Contractor shall not cut reinforcing bars, cables, etc., without prior authorization from the JBG SMITH and shall immediately repair any damage caused by slab penetrations in violation of this paragraph. All slab penetrations shall be fire stopped. The Contractor must receive the approval of JBG SMITH's structural engineer prior to proceeding with any such work.
11. **HOT WORK** – Hot work includes work that produces sparks, heat or uses an open flame. Many repairs on roofing, drains, HVAC and signs involve hot work. Other hot work examples include cutting, welding, brazing, soldering, grinding and the thawing of pipes. Prior to proceeding with hot work, the Contractor must evaluate all other alternatives and try to choose a safer option such as bolting, hydraulic shears or reciprocal saw, mechanical clamps, threaded pipe or tube connections, non-torch applied roofing systems and filing. If no alternative exists except for hot work, the Contractor must:
 - Pre-screen all subcontractors, review their safety and loss records and confirm that they carry the contract required insurance coverage.
 - Select a fire safety supervisor to coordinate the hot work operations and monitor safety.
 - Notify JBG SMITH through the use of the attached Hot Work Permit.
 - Follow the precautions checklist on the attached Hot Work Permit to ensure that the hot work is effectively managed throughout the process.

ELECTRICAL

1. ELECTRICAL WORK - During any demolition, the electrical contractor is to separate any circuits that would feed more than one tenant. All existing conduits, feeders and electrical equipment, water supply and waste lines that will not be re-used shall be removed back to its source/wet stack (NOT left in the ceiling and NOT terminated at a junction box). Electrical panel schedules must be completely replaced and dated, identifying all new circuits. All new panel schedules shall



be typewritten. Doors to suite, equipment and electrical rooms shall not be left open when the Contractor is not present. No door shall be propped open or the closer arm detached. Any electrical closet that is open with the panel exposed must have qualified Contractor personnel present at all times with appropriate OSHA warning signage prominently displayed.

2. CONDUIT - The Contractor must identify any conduit to be removed or relocated as a part of the work.
3. WIRING - No contractor shall lay wiring on ceiling grid. All wiring, including communications, shall be laid in wireways, or strapped or wire tied to the deck above in compliance with the applicable code. Under no circumstances shall any wire be strapped to sprinkler piping or other Building piping, conduit or ductwork. Nor shall wiring of any kind penetrate fire dampers or air transfers. All penetrations in rated walls shall be firestopped. Appropriate permits and inspections are required from the local jurisdictions. All wiring must be identified and tagged at both ends.
4. LIGHTING - The lamps in all fluorescent fixtures shall follow the Building standard in color and wattage unless previously approved by JBG SMITH. Tenant lighting system must be tied into the base building Creston Lighting System.
5. SLAB PENETRATIONS- For all slab penetrations required for new work, the slab shall be x-rayed to locate reinforcing bars, post-tensioning cables, piping, conduits, etc. prior to any penetration of the slab. All components shall be clearly marked on the slab surface prior to drilling, coring, etc. The Contractor shall not cut reinforcing bars, cables, etc., without prior authorization from the JBG SMITH and shall immediately repair any damage caused by slab penetrations in violation of this paragraph. All slab penetrations shall be fire stopped. The Contractor must receive the approval of JBG SMITH's structural engineer prior to proceeding with any such work.

LIFE SAFETY

1. BUILDING LIFE SAFETY SYSTEMS – The Contractor shall protect all Life Safety devices during any demolition and during the movement of materials to the space under construction. Fire alarm pull stations shall be protected against accidental activation and smoke detectors shall be protected daily to prevent contamination. The method of protection shall be approved by JBG SMITH. All work, including demolition, on Building Life Safety Systems (smoke detectors, sprinklers, fire pull stations, fire doors) shall be completed by a contractor approved by JBG SMITH and be monitored by the Building Engineer. All tie-ins to the fire alarm panel shall be completed by JBG SMITH's preferred contractor as identified in the attached Building Information Sheet. Prior to occupancy and during the Fire Marshal's inspections and "ring down" the Contractor shall demonstrate to the Building Engineer's satisfaction that the Life Safety systems are functioning properly. The Contractor shall provide keys, two (2) sets of operational manuals and instructional training to the Building staff on the operation of new fire panels or control devices. All work that may activate, deactivate or alter any smoke detector(s), fire door(s), sprinklers, electronics, fire protection, Life Safety or security systems shall require prior written notification to JBG SMITH using the attached **FM Global Red Tag Permit**. Such work shall not commence until approval has been obtained for both timing and scope of work. The failure to receive authorization before commencing this work shall result in a \$500.00 fine in addition to any fee, penalty, or fine assessed by any jurisdictional authority.
2. FIRE ALARM INSTALLATION – In an attempt to minimize fire system problems the General contract will require that all electricians that work on the owners system is NICET level 2. No apprentice electrician will be permitted to work on the system unless he is under the direct



supervision of a level 2 technician. He will possess a minimal of a level 1. A level 2 or higher certified technician will remain on the premises' during all fire alarm work and will check with the building engineer to ensure the panels are clear of all troubles prior to his departure. **At no time will a trouble be left unresolved until the next day!** Certification shall be submitted to management prior to the start of the construction.

3. LIFE SAFETY DEVICES – Contractor, under no circumstances, will be allowed to disconnect, tamper with, delete, obstruct, relocate, 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 electrical, plumbing or sprinkler system shutdown or fire alarm tie-in, building management reserves the right to prohibit such during building hours. Arrangements must be made with the Building Manager 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.

C. PROJECT ADMINISTRATION & REQUIREMENTS

1. PRE-JOB WALK THROUGH - A pre-job walk-through shall be arranged by the Contractor with JBG SMITH to familiarize all parties with the existing conditions of the elevators, common areas, etc. On-site staging areas shall be identified by JBG SMITH during this walk through. Progress meetings shall be held at the discretion of JBG SMITH depending on the scope of the work/size of the project. The Contractor shall be responsible for generating minutes from progress meetings and schedule updates.
2. PERMIT, SCHEDULE, INSPECTIONS & CONTRACTOR LIST - A copy of the construction permit, the construction schedule and a list of all subcontractors shall be submitted to JBG SMITH prior to commencing construction. To the extent applicable, and in accordance with local governmental laws, regulations and ordinances, the initial construction permit may consist of a temporary stud or temporary work permit prior to the issuance of a building permit. During construction, copies of all inspection approvals shall be submitted to JBG SMITH. At the completion of construction, copies of all final approvals shall be submitted to JBG SMITH.
3. CONTRACTOR APPROVAL - All contractors and subcontractors must be approved by JBG SMITH prior to the commencement of any work.
4. SUBCONTRACTORS - The Contractor shall be held responsible for its subcontractors' actions in all cases. JBG SMITH shall not be responsible for directing subcontractors or liable for any acts or omissions of a subcontractor in the event that some direction is given in the absence of the Contractor, as in the case of an emergency.
5. DAMAGES - The Contractor shall be financially responsible for any and all damages caused by its agents, employees, and subcontractors, including but not limited to damages arising from loss of Building services, such as utility services, elevator services, etc. Any damage caused to the property or Building by the Contractor, including but not limited to the doors and freight elevators shall be repaired by the Contractor as directed by JBG SMITH. JBG SMITH reserves the right to remedy the damages at the Contractor's expense in the event that the work is not acceptably corrected within one week of written notice to the Contractor.



6. **PROFESSIONAL CONDUCT** - Professional behavior is required at all times by the Contractor, its agents, employees, and subcontractors. Appearance and professionalism are important to our customers, visitors and tenants when Contractors and their employees are within the Building. The Contractor, its agents employees and subcontractors shall not congregate in any public areas within the Building or its entrance ways. Meetings, lunches and breaks are to be conducted within the work areas. Serious offenses which will result in immediate dismissal from the premises or the closing down of the construction project include:
 - Drinking or drug use while on the property, or showing up at the property under the influence of alcohol or drugs.
 - Possessing or consuming drugs or illegal substances while on the property.
 - Possessing or using firearms or other weapons on the property.
 - Violating local, state or federal laws or regulations while on the property.
 - Physically or verbally harassing or abusing any individual who works in or visits the Building.
 - Duplicating any keys or any illegal entrance into any restricted area within the property.
 - Gambling.
 - Sleeping on the job.
 - Behaving in a disorderly manner.
 - Playing of radios which can be heard in the common areas or any occupied tenant space.
 - Use of foul and/or vulgar language or gestures.
 - Clothing or language that is offensive or vulgar.
7. **CHANGE ORDERS** – JBG SMITH must give written approval for all activities and changes that may result in any cost to the Landlord or JBG SMITH prior to the cost being incurred. Claims for additional costs for activities or changes not previously approved by the Landlord or JBG SMITH shall be rejected without payment.
8. **INSURANCE** - Before commencing any work in the Building and at all times during construction, the Contractor shall maintain all necessary insurance as indicated in **the contract**, and provide the Landlord with certificates of insurance evidencing the required coverage before any work is commenced. Such insurance shall specifically name the Landlord, JBG SMITH and the Tenant as additional insures with respect to the work to be performed. The appropriate additional insured entities shall be provided by JBG SMITH representatives to the Contractor.
9. **PAYMENTS** – The Contractor shall submit requests for payment in accordance with the Contract Document. All progress and the final payment requests are to be submitted to JBG SMITH with a signed lien waiver using the attached form(s), covenanting that no mechanic's liens shall be filed by the Contractor or its subcontractors against the demised premises or the Building on account of any work done or materials furnished by the Contractor or subcontractors. Such lien waivers



shall specifically name the Landlord and the real property address as the entity with respect to the work to be performed.

10. PUNCH LIST - The Contractor shall notify JBG SMITH at least two (2) business days in advance of substantial completion of construction or as required in the Tenant's lease. A walk-through shall be conducted and any punch list items identified must be completed within ten (10) business days. The final payment shall be held until all punch list work has been completed.
11. AS-BUILT DRAWINGS – The Contractor shall provide JBG SMITH with the field set of construction documents including all field notes and original set of permit plans. Two sets of As-Built on CAD (.dwg format) on CD ROM. The as-builts shall note the following.
 - Label each drawing "As-built set" along right edge of sheet
 - Label each drawing w/ GC names and date lower right-hand corner
 - Clearly mark all as-built conditions on each sheet
 - Include Approved Sprinkler shop drawings, hydraulic calculations, head counts
 - Include Approved Fire Alarm shop drawings, product info and sequence of operations
12. PROJECT CLOSE-OUT – In addition to the above, the Contractor shall provide three (3) bound copies of the Project Manual which shall include the following:
 - Table of Contents – organized by CSI divisions
 - Letter from GC declaring substantial completion
 - Executed copies of AIA Certificate of Substantial Completion
 - Copy of punch list with completion dates
 - Final Project Directory
 - Final Project Schedule
 - Final Submittal Log with approved submittals
 - Final CCD Log
 - Final As-built Finish Schedule
 - Original or copy of Building Permit and Trade Permits
 - Original or copy of all intermediate and final inspections
 - Summary of Product Data and Warranties noting warranty period
 - Copies of all operations and maintenance information for pertinent equipment
 - Original or copy of Occupancy Permit
 - Copy of contractor reviews and engineer approved certified Air Balance Report confirming the HVAC system has been balanced within 10% of design criteria or as specified on the contract documents.
 - Copies of all required disposal and/or recycling records
 - Accepted Transmittal of required Attic Stock of materials
 - Copy of final requisition and final change order log
 - Notarized copies of GC final release of liens on JBG SMITH form-see attached
13. CERTIFICATE OF OCCUPANCY – If the Contractor is required to obtain a Certificate of Occupancy, the original shall be forwarded to JBG SMITH.



I hereby agree with the terms and conditions set forth above in the Building Work Rules & Regulations and to comply with same:

CONTRACTOR:

(signature)

(title)

(date)

JBG SMITH:

(signature)

(title)

(date)



JBG SMITH

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

OWNER:

GENERAL CONTRACTOR:

PROJECT NAME:

COMMONWEALTH OF VIRGINIA

COUNTY OF ARLINGTON

The undersigned, in consideration of the sum of \$_____, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through _____ (date of this waiver) to _____ on the job of _____ (Owner) to the following property: _____ (Name and Address of Project). This waiver and release does not cover any retention or labor, services or materials furnished after the date specified.

Any and all contractors, subcontractors, laborers, suppliers and materialmen that have provided labor, materials or services to the undersigned for use or incorporation into the construction of the improvements or alterations to the Building or Demised Premises have been paid and satisfied in full, and there are no outstanding claims of any nature arising out of, or related to, the undersigned's activities on, or improvements to, the Building or Demised Premises.

This Waiver and Release of Lien constitutes a representation by the undersigned signatory, for and on behalf of the firm or company listed below, that the payment referenced above, once received, constitutes full and complete payment for all work performed, and all costs or expenses incurred (including, but not limited to, costs for supervision, field office overhead, home office overhead, interest on capital, profit, and general conditions costs) relative to the work or improvements in the Building or Demised Premises as of the date of this Waiver and Release of Lien, except for the payment of retainage. The undersigned hereby specifically waives, quitclaims and releases any claim for damages due to delay, hindrance, interference, acceleration, inefficiencies or extra work, or any other claim of any kind it may have against the Owner, the Owner's lender, any tenant of Owner, the General Contractor (if this Waiver and Release of Lien is signed by a subcontractor or supplier), or any other person or entity with a legal or equitable interest in the Building or Demised Premises, as of the date of this Waiver and Release of Lien, except as follows: _____.

This Waiver and Release of Lien is specifically made for the benefit of the Owner and the Owner's lender, any tenant and lender of any tenant, and any other person or entity with a legal or equitable interest in the Building or Demised Premises. The amount of money set forth as due and owing in the immediately preceding Waiver and Release of Lien dated _____, 20____, has been received, and is deemed paid in full.

In Witness Whereof, the undersigned signatory, acting for and on behalf of the firm or company listed below and all of its laborers, subcontractors, and suppliers, has placed his hand and seal this ____ day of _____, 20____.



WITNESS

Contractor/Supplier/Sub-Contractors

By: _____

Its: _____

Signed and sworn to before me this _____ day of _____, 200__.

Notary Public

My Commission Expires:



FINAL LIEN WAIVER AND AFFIDAVIT

Contractor/Subcontractor: _____
S.S. or Federal Tax ID: _____
Owner: _____
Original Contract Amount: _____
Approved Change Orders: _____
Adjusted Contract Amount: _____
Completed To Date: _____
Retention: _____
Total Earned: (Less Retention) _____
Previous Payments: _____
Current Payment: _____
Contract Balance: _____

The UNDERSIGNED being duly sworn states that he is the _____ of _____, which has a contract with _____ for work and/or materials for the real property located in the County of _____, State of _____, and more particularly described as follows: _____ (the "Property").

The UNDERSIGNED, for and in consideration of receipt of the sum of \$_____ and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release its lien and right to claim a lien for labor, services or materials furnished in favor of _____ (Owner) and each and every party making a loan on the Property or insuring title thereto, any and all lien rights upon said land and improvements thereon, and on monies or other consideration due or to become due on account of labor or services, materials, fixtures or apparatus heretofore furnished or which may be furnished at any time hereafter.

The UNDERSIGNED respectfully warrants that the contract status set forth above is accurate, and no other sums are claimed. The undersigned represents that he has not assigned his claims for payment, nor his right to perfect a lien against the Property, and has the right to execute this Lien Waiver and Affidavit on behalf of _____ as it's authorized _____. All laborers,



subcontractors, and suppliers employed by the undersigned have been paid all sums previously due, and shall be paid all current sums due out of this payment. None of such laborers, subcontractors, suppliers or materialmen is or will be entitled to claim or assert any claim against the Property or the improvements thereon for labor or materials furnished to or for the account of the undersigned.

Executed this ____ day of _____, 200__.

WITNESS

Contractor/Supplier/Sub-Contractors

By: _____

Its: _____

Signed and sworn to before me this _____ day of _____, 200__.

Notary Public

My Commission Expires:



1201 Wilson Blvd Arlington, VA

AFTER HOUR AUTHORIZATION REQUEST

Requested By: _____

Company: _____

Phone Number: _____

Work Start Date: _____

Work Hours: _____

Date of Issue: _____

Expiration Date: _____

Issued By: _____

Description:

Floor: _____

Location: _____

Summary of Work:

Contractor Signature: X

JBG SMITH Use:

PROPERTY MANAGER SIGNATURE: X

ENGINEERING SIGNATURE: X