



**Construction Work Rules, Regulations and Requirements
For
Crystal Gateway One
1235 S. Clark Street
Arlington, VA 22202**

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 or Property Management refer to JBG SMITH Tenant Construction Manager, to JBG SMITH Property Manager, or a designated JBG SMITH 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
- ACM Acknowledgement Form
- Plan of Action Request Form
- Insurance Requirements
- Hot Work Permits
- FM Global Red Tag Permit

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.
4. 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.
5. LOADING DOCK – The use of the loading dock must be coordinated with the Property Manager.
6. 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.
7. RESTROOMS - Restroom use by Contractor personnel shall be restricted to the floor on which work is being performed or as designated by the Property Manager. The Contractor must clean existing restrooms as part of the final clean up and make any repairs caused by the Contractor or its employees or personnel. Restrooms on multi-tenant floors shall be cleaned daily by the Contractor during construction.
8. 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.
9. 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.
10. 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.
11. PARKING - General parking shall not be provided for contractors, vendors and their respective employees.
12. "Smoking," as used in this policy, means the use of any tobacco-based or smoke-producing or vapor-producing item, including, but not limited to, cigarettes, e-cigarettes, cigars, pipes, bidis, kreteks and similar products.

13. 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.
14. 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.
- 15. 24 HOUR EMERGENCY CONTACT – JBG SMITH Tenant Service Center, (703) 769-1250.**
16. 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.
17. 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.
- 18. ASBESTOS CONTAINING MATERIALS – Asbestos containing products and materials are not permitted for any renovations or build-outs in any JBG SMITH buildings. Before commencing work in the building the **Asbestos-Containing Material Notice** must be signed and returned to the management office. If items containing asbestos are going to be disturbed in construction, an **asbestos work permit request** must be completed.**
- 19. LOW EMITTING MATERIALS – All adhesives, sealants, sealant primers, paints and coatings must meet LEED-CI standards. Carpet and pad must meet or exceed Carpet and Rug Institute’s Green Label Plus testing and product requirements. Composite wood and agrifiber products including core materials must contain no added urea-formaldehyde resins. Laminate adhesives used to fabricate on-site and shop applied assemblies containing these laminate adhesives must contain no added urea formaldehyde.**
20. ODOR & NOISE - No activities causing odor, excessive noise, vibrations etc.(i.e., core drilling, drilling, shooting track, spray painting, any paint using an oil base or lacquer, etc.) shall 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. 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.
21. 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.

22. 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. The Contractor shall provide temporary barriers to contain the construction area.
23. 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.
24. 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. The Contractor must lock all doors to the suite at the end of each workday including suite entry and balcony doors.
25. 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.

All construction waste is to be disposed of through a recycling plant that meets or exceeds the operation of Broad Run Construction Waste Recycling located at 9220 Developers Drive, Manassas, Virginia 20109. broadrunrecycling.com (571) 292-5333. Documentation of proper waste disposal will be required for final payment.

26. SLAB PENETRATIONS- For all slab penetrations required for new work, the slab shall be either x-rayed or ground penetrating radar shall be used 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.

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.

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 manufactured by Aquicore.** Revenue-grade, web-enabled Power Meter should be procured from Aquicore. Contact Aquicore for ordering information at sales@aquicore.com or (202)-446-0246. An AQ-POWER panel uses wireless communication to send data to AQ platform and allow building managers to quickly access the data. It is composed of 1 to 3 Rail 350 power meters and one wireless data transmitter connected to those 3 meters. Spring clamps terminal blocks are provided to connect 120VAC power and three-phase power being monitored. The installing contractor is to arrange for the pulse output of each meter to be connected to a separate binary (digital) input to the BAS for each meter using the building controls contractor to make the connection at the BAS and to set up the points in the BAS program. Coordinate this installation with Landlord. E-Mon D-Mon meters are not permitted. Please see exhibit for specifications sheet from Aquicore. **Protect stored on-site and installed absorptive materials from moisture damage.**

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 fire stopped.

6. **"NO LEAD SOLDER ANYWHERE ON JBG SMITH PROPERTY"** Although it is still legal on Non-Potable water systems, lead solder cannot 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 cannot be used inadvertently on potable water systems.
7. HVAC - **The Contractor shall be responsible for meeting or exceeding the recommended design approaches of the Sheet Metal and Air Conditioning Contractors' National Association (SMACNA) IAQ Guidelines for Occupied Buildings under Construction 1995, Chapter 3.** HVAC units within the construction area shall be turned off during the construction period or protected to prevent dust, debris or odors from entering. **Seal all duct and equipment openings with plastic. If air handlers must be used during construction, filtration media with a Minimum Efficiency Reporting Value (MERV) of 8 must be used at each return air grill, as determined by ASHRAE 52.2-1999. Replace all filtration media immediately prior to occupancy with MERV 13 filters.** 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 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 either x-rayed or ground penetrating radar shall be used 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 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 and obtain a Hot Work Permit from the Property Management Office.**

- Follow the precautions checklist on the **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 wire ways, 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 fire stopped. 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.
5. SLAB PENETRATIONS- For all slab penetrations required for new work, the slab shall be either x-rayed or ground penetrating radar shall be used 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; request a **Fire Protection Shut-off Permit from the Property Management Office**. 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.

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 **attachment**, 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 insureds 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:

OWNER: JBG/FUND VI TRANSFERRED, LLC
as agent for JBGS/1235 SOUTH CLARK,
LLC

(SIGNATURE)

(SIGNATURE)

(TITLE)

(TITLE)

(DATE)

(DATE)

BUILDING INFORMATION SHEET
CRYSTAL GATEWAY ONE

BUILDING OWNER:

CESC GATEWAY ONE L.L.C.

BUILDING ADDRESS:

1235 S Clark Street Arlington, VA 22202

PROPERTY MANAGER:

Phone Number:

Michelle Spruell

703-414-5600

E-mail:

mspruell@jbgsmith.com

PROPERTY ADMINISTRATOR:

E-mail:

Alex Durfee

adurfee@jbgsmith.com

Tenant Service Center (Emergency):

703-769-1250 (24/7)

CHIEF ENGINEER:

Phone Number:

Dan Green

703-414-5600

E-mail:

dgreen@jbgsmith.com

- LOADING DOCK LOCATION:
- FREIGHT ELEVATOR LOCATION:

S. Clark St. Entrance

Elevator # 3

The Freight Elevator May Be Taken Out Of Service With Prior Approval From The Property Manager.

- DEBRIS BOXES LOCATION:
- HOURS OF OPERATION

Must Be Scheduled with Management Office

8:00 A.M.-5:00 P.M. Monday-Friday

8:00 A.M.-1:00 P.M. Saturday

AIR BALANCE CONTRACTOR:

Contact Management Office

FIRE ALARM CONTRACTOR:

Contact:

PACS – Cliff Hynson

Phone:

800-863-0733

E-mail:

chynson@pacs-inc.us

ACM ACKNOWLEDGEMENT FORM

Memorandum

DATE

Contractor:
Contact Name:
Address:

RE: Notification of Asbestos-Containing Material
1235 S. Clark Street
Arlington, VA 22202

Per 29 CFR 1910.1101, the Occupational Safety and Health Administration’s Asbestos in Construction Industry Standard, this correspondence is intended to inform you of the locations of asbestos-containing materials and presumed asbestos-containing materials at 1235 S. Clark Street Arlington, VA 22202. This information is enclosed.

Your signature below is acknowledgment that you have received the information, and pledge to pass it on to your employees who work at the property before they do work there that might disturb asbestos-containing materials or presumed asbestos-containing materials. Also, you are required to pass on any information concerning asbestos at this property to your subcontractors, if any, who may do work at this property.

Please return a signed copy of this letter to the Management office to my attention at your earliest convenience.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Michelle Spruell, RPA
Property Manager

ATTACHMENT: O&M MANUAL SECTION 5

CONTRACTOR:

By: _____
Print Name

By: _____
Signature

Title: _____

Date: _____

5.0 INVENTORY OF ACM AND PACM ON THE PROPERTY

A number of materials on the property are known or presumed to contain asbestos. Section 5.1 identifies locations of the materials, describes their friability, and provides direction on periodic surveillance and labeling. The preventive measures and response actions detail procedures to prevent the disturbance of ACM and PACM.

The locations and information pertaining to the asbestos-containing materials identified in this Operations and Maintenance Program are based upon an Asbestos-containing Material Visual Confirmation Walkthrough performed by Tidewater on November 20, 2012, discussions with onsite engineering and management personnel, and a review of all available asbestos related documentation up to November 20, 2012. The existing documentation available for review included the following:

- Asbestos Operations and Maintenance Program Manual prepared by EFI Global, Inc. (dated September 2008);
- Asbestos Operations and Maintenance Program Manual prepared by Pacific Environmental Services, Inc. (dated October 1990);
- Asbestos Operations and Maintenance Program Manual prepared by Pacific Environmental Services, Inc. for the Crystal Gateway Arcade (dated November 1990);
- Limited Asbestos-containing Material Inspection Report prepared by EFI Global, Inc. (dated September 5, 2008) for the proposed Au Bon Pain Retail space;
- Post-remediation Report prepared by EFI Global, Inc. (dated December 2, 2008) for Suite 100;
- Asbestos survey report prepared by Versar, Inc. (preparation date unknown) for the Crystal Gateway Arcade;
- Memo from Consolidated Engineering Services, Inc. (dated January 2, 1991) regarding re-analysis of ceiling tile samples collected during the June 1990 survey conducted by Hygienetics, Inc.

Tidewater has not verified the findings of these previous documents by confirmatory sampling of existing building materials, and has therefore accepted them as accurate for the purposes of this O&M plan update.

Appendix B outlines procedures for cleaning if friable ACM or PACM are damaged. Specific O&M procedures for the repair and maintenance of additional types of ACM and PACM are found in Appendix H. A more complete list of O&M Work Practices can be found in a publication from the National Institute of Building Sciences called Guidance Manual: Asbestos Operations and Maintenance Work Practices, September 1992.

The procedures outlined in Appendix B and Appendix H have been developed only to provide guidance to the Asbestos Program Coordinator and Engineering Staff when consulting with asbestos abatement personnel, who would perform all work on ACM or PACM within the property. Company policy prohibits employees from performing these procedures. In rare instances, waivers to this policy may be obtained.

5.1 Material Type, Locations, Friability, Physical Condition, and Recommendations for ACM and PACM

MATERIAL TYPE: Miscellaneous

FRIABLE OR NONFRIABLE: Nonfriable
DESCRIPTION: White/beige mastic seam sealer on fibrous glass pipe and duct insulation.
LOCATION: Penthouse Level Mechanical Room; Mezzanine Level AHU Room; above the ceiling throughout the building (including associated retail spaces) and within wall chases throughout the building.

FRIABLE OR NONFRIABLE: Nonfriable
DESCRIPTION: 12" x 12" Off-white mottled vinyl floor tile with a print and associated black mastic.
LOCATION: Telephone Closets (4 per floor), Electrical Closets (2 per floor), Mezzanine Level (AHU Room) and Stairwells.

FRIABLE OR NONFRIABLE: Non-friable
DESCRIPTION: Fire Doors (assumed).
LOCATION: Scattered locations throughout the building.

FRIABLE OR NONFRIABLE: Non-friable
DESCRIPTION: Gaskets (assumed).
LOCATION: Mechanical rooms and related systems throughout the facility.

FRIABLE OR NONFRIABLE: Non-friable
DESCRIPTION: Roofing materials and related mastics (assumed), except for those specifically identified as rubber, fibrous glass or Styrofoam.
LOCATION: Exterior Roof areas

RECOMMENDATIONS AND PREVENTIVE MEASURES:

These materials may be present in scattered areas of the facility (including the associated retail spaces), especially under carpeting (as applicable for flooring materials and related mastics). OSHA considers flooring materials installed in buildings prior to 1981 presumed to be asbestos-containing until sampling and analysis proves otherwise.

Disturbance of the previously identified asbestos-containing seam sealer, vinyl floor tiles and associated flooring mastics must be done by a Virginia-licensed asbestos abatement contractor. Before any renovation/repair work begins which may disturb other suspect flooring materials, flooring mastics, fire doors, gaskets or roofing materials that have not been tested, the Asbestos Program Coordinator shall arrange to have the materials sampled to verify the presence of asbestos. If

analysis of certain non-friable materials (often vinyl floor tiles and their underlying mastics) by an accredited laboratory using polarized light microscopy (PLM) reveals the presence of less than one percent asbestos, reanalysis might be recommended using other more accurate analytical methods, such as Point Counting or Transmission Electron Microscopy (TEM) to confirm the result.

PERIODIC SURVEILLANCE: 4.4	See Section
LABELING: 4.1	See Section
RESTRICTED ACTIVITIES:	Engineering staff must avoid activities that will damage material.

- Do **NOT** cut, saw, sand, abrade, or drill through the material.
- Do **NOT** damage intact material.
- Do **NOT** use an ordinary vacuum or dry sweeper to clean up debris.
- Do **NOT** cause or create excessive air movement (as applicable for interior work areas).
- Do **NOT** use power sanders or chippers.
- Do **NOT** use abrasive pads on power disc strippers.
- Do **NOT** operate powered floor cleaning or polishing equipment at speeds greater than 300 RPM (as applicable for floor tiles and mastics only).
- Do **NOT** over strip floors (as applicable for floor tiles and mastics only).
- Do **NOT** dry strip floors (as applicable for floor tiles and mastics only).

The potential for asbestos-containing material (ACM) was evaluated based on the USEPA Guidance Document: Managing Asbestos in Place - A Building Owner's Guide to Operations and Maintenance Programs for Asbestos-Containing Materials (the Green Book). The Green Book was used as a guide in identifying suspect materials while the definition of suspect ACM and presumed asbestos-containing material is taken from 29

CRF Parts 1910, et al. Occupational Exposure to Asbestos; Final Rule.

**Construction Plan of Action Request Form
Crystal Gateways Complex**

1235 S. Clark Street, 1225 S. Clark Street, 1215 S. Clark Street, 200 12th Street S., 201 12th Street S.

Contractor Instructions:

This form is to be utilized by contractors who need assistance from the building engineering and property management team for drain downs, calling out of the fire alarm system, core drills, etc. Please note that any work requiring after hours service by our engineering team will be charged to the tenant or to the project at \$70.25/hour.

Date of Request: _____

Requested By: _____

Company: _____

Phone Number: _____

Work Start Date: _____

Work Hours: _____

Building: _____ Suite: _____

Summary of Work:

Any work that impacts neighboring tenants requires a marked up floor plan showing the exact location of tie in, etc. Please submit with this form.

Utilities Impacted: _____domestic water _____condenser water _____electricity

Contractor Signature: X _____ Date: _____

Tenant Signature (after hours work only): X _____ Date: _____

Please e-mail completed form to the appropriate Property Manager, Chief Engineer and Construction Manager **at least 48 hours in advance** of work. **Do not proceed with work unless you receive confirmation from our office.**

Management/Engineering Contacts

Michelle Spruell, Property Manager (Gateway 1 & 2)
Nicole James, Senior Property Manager (Gateway 3, 4 & North)
Rick Herman, Lead Engineer (All)
Dan Green, Chief Engineer (All)
Jill Stuhrke, Portfolio Manager (All)

mspruell@jbgsmith.com
njames@jbgsmith.com
rherman@jbgsmith.com
dwgreen@jbgsmith.com
jstuhrke@jbgsmith.com

Internal Use Only

PROPERTY MANAGER SIGNATURE: X _____

ENGINEERING SIGNATURE: X _____

Date Approved: _____

Engineer Scheduled: _____ Hours: _____

Insurance Requirements

A. Contractor Insurance

1. The Contractor shall procure and maintain in effect during the term of this Agreement, and as otherwise provided, the insurance coverages described in Section 9 of Agreement. The insurance described shall be placed with insurance companies licensed to do business, and authorized in the state where the work is to be performed. All policies shall be written on an occurrence basis. All insurance required by this Exhibit shall be in form, amounts and with coverage and deductibles satisfactory to Owner, in its sole discretion.

1.1 Policy(ies) must be endorsed to:

(a) Name Owner JBG/FUND VI TRANSFERRED, L.L.C., as agent for CESC GATEWAY ONE L.L.C. and their respective parent companies, trustees, members, partners, directors, officers and employees, each of any tier and any master lessor or mortgagee of Owner (collectively "Owner Parties" and individually an "Owner Party") as additional insureds including additional insured status for completed operations, and provide a waiver of subrogation in their favor.

(b) Stipulate that such insurance is primary and is not contributing with, any other insurance carried by, or for the benefit of the additional insureds.

(c) Waive any and all right of subrogation against all of the Owner Parties.

(d) The primary commercial general liability policy cannot contain a self-insured retention in excess of \$100,000 without the written consent of the Owner. Any self-insured retention must be shown on the certificate of insurance.

(e) Contain cross liability and severability of interest endorsements, or a separation of insureds provision acceptable to the Owner.

(f) Provide products liability, premises operations and completed operations coverage, extending for not less than two years after Final Completion of the Work.

(g) Provide personal injury coverage including, but not limited to, false arrest, detention or imprisonment or malicious prosecution; libel, slander or defamation of character, invasion of privacy, wrongful eviction or wrongful entry, harassment of any kind and discrimination.

(h) Provide contractual liability coverage for insured contracts as defined under ISO Form CG 00 01;

(i) Provide Elevator and Hoist liability coverage, as applicable.

(j) Provide coverage for shoring, blasting, excavating, underpinning, demolition, pile driving and caisson work, work below ground surface, tunneling and grading, as applicable.

1.2 [Optional for Contractors without potential pollution exposure] Contractor's **Pollution Liability Insurance**. Contractor's Pollution Liability Insurance (as applicable) for any and all claims for damages due to sudden or accidental pollution in the amount of not less than \$5,000,000.00 per occurrence/aggregate. This insurance shall be maintained for a period of at least three (3) years after final completion of the Work, and shall be further endorsed to:

(a) Name the Owner Parties as additional insureds.

(b) Stipulate that such insurance is primary and is not contributing with, any other insurance carried by, or for the benefit of the additional insureds.

(c) Waive any and all right of subrogation against all of the Owner Indemnitees.

2. **Subcontractors.**

2.1 Contractor agrees that all Subcontractors will be required to obtain and maintain the insurance required of the Contractor hereunder, and in compliance with the terms and conditions of this Exhibit, except that the amount of general liability coverage will be agreed upon by the Owner and the Contractor on a case-by-case basis prior to the start of any work.

2.2 Contractor will require, by contract, which all subcontractors have their commercial general liability and auto liability policies endorsed to name Owner Parties as additional insureds both for premises operations and completed operations/products. Certificates of insurance along with copies of the appropriate endorsements will be sent to Owner, as required below, prior to the start of any work.

2.3 Contractor agrees that it will promptly advise Owner in the event that any subcontractor it wishes to retain is unable to obtain such requisite insurance coverages; Contractor will obtain Owner's prior written approval of any deviations in such insurance coverages prior to entering into a subcontract with such subcontractor.

3. **Terms and Conditions.**

3.1 Simultaneously with execution of this Agreement, the Contractor shall file with the Owner one (1) valid certificate of insurance, including the required amendatory riders and endorsements, evidencing that all required insurance is in force, executed by an authorized representative of the insurance company. Upon written request, the Contractor shall also deliver to the Owner copies of the insurance policies required to be maintained pursuant to this Exhibit. The Contractor shall also deliver to the Owner, within seven (7) days of the Owner's request, a certificate of the Contractor or its insurance agent stating that all premiums due with respect to such required policies have been paid currently and that such policies are in full force and effect, and if required, a copy of the receipt for the payment of premiums. Not later than five (5) days prior to the expiration date of each of the required policies the Contractor shall deliver to the Owner a certificate of insurance evidencing renewal of coverage as required herein, together with evidence of payment of premium satisfactory to the Owner.

3.2 Each insurance policy shall contain a provision whereby the insurer agrees that such policy shall not be canceled or fail to be renewed without at least thirty (30) days (ten (10) days for non-payment of premium) prior written notice to the Owner. Contractor shall notify Owner immediately if the Contractor receives any notice of cancellation or reduction in coverage from its insurers.

3.3 All certificates and endorsements and all notices required pursuant to Section 9 must be sent to the attention of:

Michelle Spruell
mspruell@jbgsmith.com JBG
SMITH
1235 S. Clark St. Ste. 100
Arlington, VA 22202

3.4 Receipt and review by Owner any other Owner Party of any copies of insurance policies or insurance certificates, or failure to request such evidence of insurance, shall not relieve the Contractor of its obligation to comply with the insurance provisions of this Agreement.

3.5 The insurance provisions of this Agreement shall not be construed as a limitation on the Contractor's responsibilities and liabilities pursuant to the terms and conditions of this Agreement including, but not limited to, liability for claims in excess of the insurance limits and coverages set forth herein.

3.6 All insurance shall be issued by insurance companies with a policyholder "Best's Key Rating Guide" of at least "A" and a financial size of at least "Class VIII". If, at any time during the period in which the Contractor is required to maintain insurance hereunder, the rating of any of insurance

carriers is reduced below the rating required, Contractor shall promptly replace the insurance with coverage(s) from a carrier whose rating complies with the requirements.

3.7 Regardless whether Contractor's liability hereunder is or is not covered by insurance, Contractor's liability shall in no way be limited by the amount of insurance recovery or the amount of insurance in force or available or required by any provisions of this Agreement or otherwise by the Overall Contract.

3.8 In the event that Contractor or any of its subcontractors fails to maintain in full force and effect any of the insurance coverages required herein, Owner shall have the right (but not the obligation) to terminate the Contract immediately and/or remove the contractor or subcontractor from the premises until proper documentation has been provided.

3.9 Contractor agrees to accept full responsibility for supplying its own tools and equipment, including ladders and scaffolds, and Contractor represents and warrants that a) all such tools and equipment are (i) designed for the required job; and (ii) properly maintained and in safe operating order; and b) all employees have received proper training in the safe use of all tools and equipment.

3.11 Neither Owner nor any other Owner Party shall be liable in any manner to Contractor or any Contractor Party for any injury or damage to Contractor or any Contractor Party, or their respective property, caused by the criminal or intentional misconduct of third parties. All claims against Owner and any other Owner Party for any such damage or injury are hereby expressly waived.

3.12 Neither Owner nor any other Owner Party shall assume any liability or responsibility with respect to the conduct and operation of the Contractors work in or around the Project site. Neither Owner nor any other Owner Party shall be liable for any accident or injury to any person or persons or property in or about the Project site which are caused by or arise out of the Work or the manner or means in which such Work is conducted or operated, including Contractor's employees, equipment or property at or around the Project site.

END OF DOCUMENT / Insurance Requirements

Certificate of Insurance
1235 S Clark Street – Gateway One

Before commencing work, and at all times during the job, the tenant's contractor shall maintain all necessary insurance as indicated in **Section 9 of the Agreement**, and provide the Property Manager with a Certificate of Insurance evidencing the required coverage before Tenant/Contractor begins work.

Such insurance shall specifically name Tenant as an additional insured with respect to work to be performed, as well as the following additional insureds within in the "Description of Operations / Locations / Vehicles / Special Items" field:

JBG/FUND VI TRANSFERRED, L.L.C.,
JBGS/1235 SOUTH CLARK , L.L.C.,
JBG SMITH Properties

Certificate Holder:

JBG SMITH
1235 S. Clark Street, Suite 100
Arlington, VA 22202

Should you have further questions or concerns, please contact our office at (703) 414-5600



**Construction Work Rules, Regulations, and Requirements
For
Crystal Gateway Two
1225 S. Clark Street
Arlington, VA 22202**

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 or Property Management refer to JBG SMITH Tenant Construction Manager, to JBG SMITH Property Manager, or a designated JBG SMITH 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
- ACM Acknowledgement Form
- Plan of Action Request Form
- Insurance Requirements
- Hot Work Permits
- FM Global Red Tag Permit

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.
4. 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.
5. LOADING DOCK – The use of the loading dock must be coordinated with the Property Manager.
6. 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.
7. RESTROOMS - Restroom use by Contractor personnel shall be restricted to the floor on which work is being performed or as designated by the Property Manager. The Contractor must clean existing restrooms as part of the final clean up and make any repairs caused by the Contractor or its employees or personnel. Restrooms on multi-tenant floors shall be cleaned daily by the Contractor during construction.
8. 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.
9. 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.
10. 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.
11. PARKING - General parking shall not be provided for contractors, vendors and their respective employees.
12. "Smoking," as used in this policy, means the use of any tobacco-based or smoke-producing or vapor-producing item, including, but not limited to, cigarettes, e-cigarettes, cigars, pipes, bidis, kreteks and similar products.

13. 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.
14. 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.
- 15. 24 HOUR EMERGENCY CONTACT – JBG SMITH Tenant Service Center, (703) 769-1250.**
16. 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.
17. 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.
- 18. ASBESTOS CONTAINING MATERIALS – Asbestos containing products and materials are not permitted for any renovations or build-outs in any JBG SMITH buildings. Before commencing work in the building the **Asbestos-Containing Material Notice** must be signed and returned to the management office. If items containing asbestos are going to be disturbed in construction, an **asbestos work permit request** must be completed.**
- 19. LOW EMITTING MATERIALS – All adhesives, sealants, sealant primers, paints and coatings must meet LEED-CI standards. Carpet and pad must meet or exceed Carpet and Rug Institute’s Green Label Plus testing and product requirements. Composite wood and agrifiber products including core materials must contain no added urea-formaldehyde resins. Laminate adhesives used to fabricate on-site and shop applied assemblies containing these laminate adhesives must contain no added urea formaldehyde.**
20. ODOR & NOISE - No activities causing odor, excessive noise, vibrations etc.(i.e., core drilling, drilling, shooting track, spray painting, any paint using an oil base or lacquer, etc.) shall 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. 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.
21. 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.

22. 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. The Contractor shall provide temporary barriers to contain the construction area.
23. 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.
24. 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. The Contractor must lock all doors to the suite at the end of each workday including suite entry and balcony doors.
25. 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.

All construction waste is to be disposed of through a recycling plant that meets or exceeds the operation of Broad Run Construction Waste Recycling located at 9220 Developers Drive, Manassas, Virginia 20109. broadrunrecycling.com (571) 292-5333. Documentation of proper waste disposal will be required for final payment.

26. SLAB PENETRATIONS- For all slab penetrations required for new work, the slab shall be either x-rayed or ground penetrating radar shall be used 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.

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.

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 manufactured by Aquicore.** Revenue-grade, web-enabled Power Meter should be procured from Aquicore. Contact Aquicore for ordering information at sales@aquicore.com or (202)-446-0246. An AQ-POWER panel uses wireless communication to send data to AQ platform and allow building managers to quickly access the data. It is composed of 1 to 3 Rail 350 power meters and one wireless data transmitter connected to those 3 meters. Spring clamps terminal blocks are provided to connect 120VAC power and three-phase power being monitored. The installing contractor is to arrange for the pulse output of each meter to be connected to a separate binary (digital) input to the BAS for each meter using the building controls contractor to make the connection at the BAS and to set up the points in the BAS program. Coordinate this installation with Landlord. E-Mon D-Mon meters are not permitted. Please see exhibit for specifications sheet from Aquicore. **Protect stored on-site and installed absorptive materials from moisture damage.**

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 fire stopped.

6. **"NO LEAD SOLDER ANYWHERE ON JBG SMITH PROPERTY"** Although it is still legal on Non-Potable water systems, lead solder cannot 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 cannot be used inadvertently on potable water systems.
7. HVAC - **The Contractor shall be responsible for meeting or exceeding the recommended design approaches of the Sheet Metal and Air Conditioning Contractors' National Association (SMACNA) IAQ Guidelines for Occupied Buildings under Construction 1995, Chapter 3.** HVAC units within the construction area shall be turned off during the construction period or protected to prevent dust, debris or odors from entering. **Seal all duct and equipment openings with plastic. If air handlers must be used during construction, filtration media with a Minimum Efficiency Reporting Value (MERV) of 8 must be used at each return air grill, as determined by ASHRAE 52.2-1999. Replace all filtration media immediately prior to occupancy with MERV 13 filters.** 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 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 either x-rayed or ground penetrating radar shall be used 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 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 and obtain a Hot Work Permit from the Property Management Office.**

- Follow the precautions checklist on the **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 wire ways, 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 fire stopped. 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.
5. SLAB PENETRATIONS- For all slab penetrations required for new work, the slab shall be either x-rayed or ground penetrating radar shall be used 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; request a **Fire Protection Shut-off Permit from the Property Management Office**. 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.

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 **attachment**, 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 insureds 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-Builts 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:

OWNER: JBGS/OP MANAGEMENT SERVICES,L.L.C.,
as agent for CESC GATEWAY TWO LIMITED
PARTNERSHIP

(SIGNATURE)

(SIGNATURE)

(TITLE)

(TITLE)

(DATE)

(DATE)

BUILDING INFORMATION SHEET
CRYSTAL GATEWAY TWO

<u>BUILDING OWNER:</u>	CESC GATEWAY TWO LIMITED PARTNERSHIP
<u>BUILDING ADDRESS:</u>	1225 S Clark Street Arlington, VA 22202
<u>PROPERTY MANAGER:</u>	Michelle Spruell
Phone Number:	703-414-5600
E-mail:	mspruell@jbgsmith.com
<u>PROPERTY ADMINISTRATOR:</u>	Alex Durfee
E-mail:	adurfee@jbgsmith.com
<u>Tenant Service Center (Emergency):</u>	703-769-1250 (24/7)
<u>CHIEF ENGINEER:</u>	Dan Green
Phone Number:	703-414-5600
E-mail:	dwgreen@jbgsmith.com
• LOADING DOCK LOCATION:	12 th St. Garage Entrance
• FREIGHT ELEVATOR LOCATION:	Elevator # 3
	<i>The Freight Elevator May Be Taken Out Of Service With Prior Approval From The Property Manager.</i>
• DEBRIS BOXES LOCATION:	Must Be Scheduled with Management Office
• HOURS OF OPERATION	8:00 A.M.-5:00 P.M. Monday-Friday 8:00 A.M.-1:00 P.M. Saturday
<u>AIR BALANCE CONTRACTOR:</u>	Contact Management Office
<u>FIRE ALARM CONTRACTOR:</u>	PACS – Cliff Hynson
Contact:	800-863-0733
Phone:	chynson@pacs-inc.us
E-mail:	

ACM ACKNOWLEDGEMENT FORM

Memorandum

DATE

Contractor:
Contact Name:
Address:

RE: Notification of Asbestos-Containing Material
1225 S. Clark Street
Arlington, VA 22202

Per 29 CFR 1910.1101, the Occupational Safety and Health Administration’s Asbestos in Construction Industry Standard, this correspondence is intended to inform you of the locations of asbestos-containing materials and presumed asbestos-containing materials at 1225 S. Clark Street Arlington, VA 22202. This information is enclosed.

Your signature below is acknowledgment that you have received the information, and pledge to pass it on to your employees who work at the property before they do work there that might disturb asbestos-containing materials or presumed asbestos-containing materials. Also, you are required to pass on any information concerning asbestos at this property to your subcontractors, if any, who may do work at this property.

Please return a signed copy of this letter to the Management office to my attention at your earliest convenience.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Michelle Spruell, RPA
Property Manager

ATTACHMENT: O&M MANUAL SECTION 5

CONTRACTOR:

By: _____
Print Name

By: _____
Signature

Title: _____

Date: _____

5.0 INVENTORY OF ACM AND PACM ON THE PROPERTY

A number of materials on the property are known or presumed to contain asbestos. Section 5.1 identifies locations of the materials, describes their friability, and provides direction on periodic surveillance and labeling. The preventive measures and response actions detail procedures to prevent the disturbance of ACM and PACM.

The locations and information pertaining to the asbestos-containing materials identified in this Operations and Maintenance Program are based upon an Asbestos-containing Material Visual Confirmation Walkthrough performed by Tidewater on November 20, 2012, discussions with onsite engineering and management personnel, and a review of all available asbestos related documentation up to November 20, 2012. The existing documentation available for review included the following:

- Asbestos Operations and Maintenance Program Manual prepared by EFI Global, Inc. (dated September 2008);
- Asbestos Operations and Maintenance Program Manual prepared by Pacific Environmental Services, Inc. (dated October 1990);
- Asbestos Operations and Maintenance Program Manual prepared by Pacific Environmental Services, Inc. for the Crystal Gateway Arcade (dated November 1990);
- Limited Asbestos-containing Material Inspection Report prepared by EFI Global, Inc. (dated September 5, 2008) for the proposed Au Bon Pain Retail space;
- Post-remediation Report prepared by EFI Global, Inc. (dated December 2, 2008) for Suite 100;
- Asbestos survey report prepared by Versar, Inc. (preparation date unknown) for the Crystal Gateway Arcade;
- Memo from Consolidated Engineering Services, Inc. (dated January 2, 1991) regarding re-analysis of ceiling tile samples collected during the June 1990 survey conducted by Hygienetics, Inc.

Tidewater has not verified the findings of these previous documents by confirmatory sampling of existing building materials, and has therefore accepted them as accurate for the purposes of this O&M plan update.

Appendix B outlines procedures for cleaning if friable ACM or PACM are damaged. Specific O&M procedures for the repair and maintenance of additional types of ACM and PACM are found in Appendix H. A more complete list of O&M Work Practices can be found in a publication from the National Institute of Building Sciences called Guidance Manual: Asbestos Operations and Maintenance Work Practices, September 1992.

The procedures outlined in Appendix B and Appendix H have been developed only to provide guidance to the Asbestos Program Coordinator and Engineering Staff when consulting with asbestos abatement personnel, who would perform all work on ACM or PACM within the property. Company policy prohibits employees from performing these procedures. In rare instances, waivers to this policy may be obtained.

5.1 Material Type, Locations, Friability, Physical Condition, and Recommendations for ACM and PACM

MATERIAL TYPE: Miscellaneous

FRIABLE OR NONFRIABLE: Nonfriable

DESCRIPTION: White/beige mastic seam sealer on fibrous glass pipe and duct insulation.

LOCATION: Penthouse Level Mechanical Room; Mezzanine Level AHU Room; above the ceiling throughout the building (including associated retail spaces) and within wall chases throughout the building.

FRIABLE OR NONFRIABLE: Nonfriable

DESCRIPTION: 12" x 12" Off-white mottled vinyl floor tile with a print and associated black mastic.

LOCATION: Telephone Closets (4 per floor), Electrical Closets (2 per floor), Mezzanine Level (AHU Room) and Stairwells.

FRIABLE OR NONFRIABLE: Non-friable

DESCRIPTION: Fire Doors (assumed).

LOCATION: Scattered locations throughout the building.

FRIABLE OR NONFRIABLE: Non-friable

DESCRIPTION: Gaskets (assumed).

LOCATION: Mechanical rooms and related systems throughout the facility.

FRIABLE OR NONFRIABLE: Non-friable

DESCRIPTION: Roofing materials and related mastics (assumed), except for those specifically identified as rubber, fibrous glass or Styrofoam.

LOCATION: Exterior Roof areas

RECOMMENDATIONS AND PREVENTIVE MEASURES:

These materials may be present in scattered areas of the facility (including the associated retail spaces), especially under carpeting (as applicable for flooring materials and related mastics). OSHA considers flooring materials installed in buildings prior to 1981 presumed to be asbestos-containing until sampling and analysis proves otherwise.

Disturbance of the previously identified asbestos-containing seam sealer, vinyl floor tiles and associated flooring mastics must be done by a Virginia-licensed asbestos abatement contractor. Before any renovation/repair work begins which may disturb other suspect flooring materials, flooring mastics, fire doors, gaskets or roofing materials that have not been tested, the Asbestos Program Coordinator shall arrange to have the materials sampled to verify the presence of asbestos. If

analysis of certain non-friable materials (often vinyl floor tiles and their underlying mastics) by an accredited laboratory using polarized light microscopy (PLM) reveals the presence of less than one percent asbestos, reanalysis might be recommended using other more accurate analytical methods, such as Point Counting or Transmission Electron Microscopy (TEM) to confirm the result.

PERIODIC SURVEILLANCE: 4.4	See Section
LABELING: 4.1	See Section
RESTRICTED ACTIVITIES:	Engineering staff must avoid activities that will damage material.

- Do **NOT** cut, saw, sand, abrade, or drill through the material.
- Do **NOT** damage intact material.
- Do **NOT** use an ordinary vacuum or dry sweeper to clean up debris.
- Do **NOT** cause or create excessive air movement (as applicable for interior work areas).
- Do **NOT** use power sanders or chippers.
- Do **NOT** use abrasive pads on power disc strippers.
- Do **NOT** operate powered floor cleaning or polishing equipment at speeds greater than 300 RPM (as applicable for floor tiles and mastics only).
- Do **NOT** over strip floors (as applicable for floor tiles and mastics only).
- Do **NOT** dry strip floors (as applicable for floor tiles and mastics only).

The potential for asbestos-containing material (ACM) was evaluated based on the USEPA Guidance Document: Managing Asbestos in Place - A Building Owner's Guide to Operations and Maintenance Programs for Asbestos-Containing Materials (the Green Book). The Green Book was used as a guide in identifying suspect materials while the definition of suspect ACM and presumed asbestos-containing material is taken from 29

CRF Parts 1910, et al. Occupational Exposure to Asbestos; Final Rule.

**Construction Plan of Action Request Form
Crystal Gateways Complex**

1235 S. Clark Street, 1225 S. Clark Street, 1215 S. Clark Street, 200 12th Street S., 201 12th Street S.

Contractor Instructions:

This form is to be utilized by contractors who need assistance from the building engineering and property management team for drain downs, calling out of the fire alarm system, core drills, etc. Please note that any work requiring after hours service by our engineering team will be charged to the tenant or to the project at \$70.25/hour.

Date of Request: _____

Requested By:

Company:

Phone Number:

Work Start Date:

Work Hours:

Building: _____ Suite: _____

Summary of Work:

Any work that impacts neighboring tenants requires a marked up floor plan showing the exact location of tie in, etc. Please submit with this form.

Utilities Impacted: _____domestic water _____condenser water _____electricity

Contractor Signature: X _____ Date: _____

Tenant Signature(after hours work only) X _____ Date: _____

Please e-mail completed form to the appropriate Property Manager, Chief Engineer and Construction Manager **at least 48 hours in advance** of work. **Do not proceed with work unless you receive confirmation from our office.**

Management/Engineering Contacts

Michelle Spruell, Property Manager (Gateway 1 & 2)
Nicole James, Senior Property Manager (Gateway 3, 4 & North)
Rick Herman, Lead Engineer (All)
Dan Green, Chief Engineer (All)
Jill Stuhrke, Portfolio Manager (All)

mspruell@jbgsmith.com
njames@jbgsmith.com
rherman@jbgsmith.com
dwgreen@jbgsmith.com
jstuhrke@jbgsmith.com

Internal Use Only

PROPERTY MANAGER SIGNATURE: X _____

ENGINEERING SIGNATURE: X _____

Date Approved: _____

Engineer Scheduled: _____ Hours: _____

Insurance Requirements

A. Contractor Insurance

1. The Contractor shall procure and maintain in effect during the term of this Agreement, and as otherwise provided, the insurance coverages described in Section 9 of Agreement. The insurance described shall be placed with insurance companies licensed to do business, and authorized in the state where the work is to be performed. All policies shall be written on an occurrence basis. All insurance required by this Exhibit shall be in form, amounts and with coverage and deductibles satisfactory to Owner, in its sole discretion.

1.1 Policy(ies) must be endorsed to:

(a) Name Owner JBGS/OP MANAGEMENT SERVICES, L.L.C., as agent for CESC GATEWAY TWO LIMITED PARTNERSHIP, and their respective parent companies, trustees, members, partners, directors, officers and employees, each of any tier and any master lessor or mortgagee of Owner (collectively "Owner Parties" and individually an "Owner Party") as additional insureds including additional insured status for completed operations, and provide a waiver of subrogation in their favor.

(b) Stipulate that such insurance is primary and is not contributing with, any other insurance carried by, or for the benefit of the additional insureds.

(c) Waive any and all right of subrogation against all of the Owner Parties.

(d) The primary commercial general liability policy cannot contain a self-insured retention in excess of \$100,000 without the written consent of the Owner. Any self-insured retention must be shown on the certificate of insurance.

(e) Contain cross liability and severability of interest endorsements, or a separation of insureds provision acceptable to the Owner.

(f) Provide products liability, premises operations and completed operations coverage, extending for not less than two years after Final Completion of the Work.

(g) Provide personal injury coverage including, but not limited to, false arrest, detention or imprisonment or malicious prosecution; libel, slander or defamation of character, invasion of privacy, wrongful eviction or wrongful entry, harassment of any kind and discrimination.

(h) Provide contractual liability coverage for insured contracts as defined under ISO Form CG 00 01;

(i) Provide Elevator and Hoist liability coverage, as applicable.

(j) Provide coverage for shoring, blasting, excavating, underpinning, demolition, pile driving and caisson work, work below ground surface, tunneling and grading, as applicable.

1.2 [Optional for Contractors without potential pollution exposure] Contractor's **Pollution Liability Insurance**. Contractor's Pollution Liability Insurance (as applicable) for any and all claims for damages due to sudden or accidental pollution in the amount of not less than \$5,000,000.00 per occurrence/aggregate. This insurance shall be maintained for a period of at least three (3) years after final completion of the Work, and shall be further endorsed to:

(a) Name the Owner Parties as additional insureds.

(b) Stipulate that such insurance is primary and is not contributing with, any other insurance carried by, or for the benefit of the additional insureds.

(c) Waive any and all right of subrogation against all of the Owner Indemnitees.

2. **Subcontractors.**

2.1 Contractor agrees that all Subcontractors will be required to obtain and maintain the insurance required of the Contractor hereunder, and in compliance with the terms and conditions of this Exhibit, except that the amount of general liability coverage will be agreed upon by the Owner and the Contractor on a case-by-case basis prior to the start of any work.

2.2 Contractor will require, by contract, which all subcontractors have their commercial general liability and auto liability policies endorsed to name Owner Parties as additional insureds both for premises operations and completed operations/products. Certificates of insurance along with copies of the appropriate endorsements will be sent to Owner, as required below, prior to the start of any work.

2.3 Contractor agrees that it will promptly advise Owner in the event that any subcontractor it wishes to retain is unable to obtain such requisite insurance coverages; Contractor will obtain Owner's prior written approval of any deviations in such insurance coverages prior to entering into a subcontract with such subcontractor.

3. **Terms and Conditions.**

3.1 Simultaneously with execution of this Agreement, the Contractor shall file with the Owner one (1) valid certificate of insurance, including the required amendatory riders and endorsements, evidencing that all required insurance is in force, executed by an authorized representative of the insurance company. Upon written request, the Contractor shall also deliver to the Owner copies of the insurance policies required to be maintained pursuant to this Exhibit. The Contractor shall also deliver to the Owner, within seven (7) days of the Owner's request, a certificate of the Contractor or its insurance agent stating that all premiums due with respect to such required policies have been paid currently and that such policies are in full force and effect, and if required, a copy of the receipt for the payment of premiums. Not later than five (5) days prior to the expiration date of each of the required policies the Contractor shall deliver to the Owner a certificate of insurance evidencing renewal of coverage as required herein, together with evidence of payment of premium satisfactory to the Owner.

3.2 Each insurance policy shall contain a provision whereby the insurer agrees that such policy shall not be canceled or fail to be renewed without at least thirty (30) days (ten (10) days for non-payment of premium) prior written notice to the Owner. Contractor shall notify Owner immediately if the Contractor receives any notice of cancellation or reduction in coverage from its insurers.

3.3 All certificates and endorsements and all notices required pursuant to Section 9 must be sent to the attention of:

Michelle Spruell
mspruell@jbgsmith.com
JBG SMITH
1235 S. Clark St. Ste. 100
Arlington, VA 22202

3.4 Receipt and review by Owner any other Owner Party of any copies of insurance policies or insurance certificates, or failure to request such evidence of insurance, shall not relieve the Contractor of its obligation to comply with the insurance provisions of this Agreement.

3.5 The insurance provisions of this Agreement shall not be construed as a limitation on the Contractor's responsibilities and liabilities pursuant to the terms and conditions of this Agreement including, but not limited to, liability for claims in excess of the insurance limits and coverages set forth herein.

3.6 All insurance shall be issued by insurance companies with a policyholder "Best's Key Rating Guide" of at least "A" and a financial size of at least "Class VIII". If, at any time during the period in which the Contractor is required to maintain insurance hereunder, the rating of any of insurance carriers is reduced below the rating required, Contractor shall promptly replace the insurance with coverage(s) from a carrier whose rating complies with the requirements.

3.7 Regardless whether Contractor's liability hereunder is or is not covered by insurance, Contractor's liability shall in no way be limited by the amount of insurance recovery or the amount of insurance in force or available or required by any provisions of this Agreement or otherwise by the Overall Contract.

3.8 In the event that Contractor or any of its subcontractors fails to maintain in full force and effect any of the insurance coverages required herein, Owner shall have the right (but not the obligation) to terminate the Contract immediately and/or remove the contractor or subcontractor from the premises until proper documentation has been provided.

3.9 Contractor agrees to accept full responsibility for supplying its own tools and equipment, including ladders and scaffolds, and Contractor represents and warrants that a) all such tools and equipment are (i) designed for the required job; and (ii) properly maintained and in safe operating order; and b) all employees have received proper training in the safe use of all tools and equipment.

3.11 Neither Owner nor any other Owner Party shall be liable in any manner to Contractor or any Contractor Party for any injury or damage to Contractor or any Contractor Party, or their respective property, caused by the criminal or intentional misconduct of third parties. All claims against Owner and any other Owner Party for any such damage or injury are hereby expressly waived.

3.12 Neither Owner nor any other Owner Party shall assume any liability or responsibility with respect to the conduct and operation of the Contractors work in or around the Project site. Neither Owner nor any other Owner Party shall be liable for any accident or injury to any person or persons or property in or about the Project site which are caused by or arise out of the Work or the manner or means in which such Work is conducted or operated, including Contractor's employees, equipment or property at or around the Project site.

END OF DOCUMENT / Insurance Requirements

Certificate of Insurance
1225 S Clark Street – Gateway Two

Before commencing work, and at all times during the job, the tenant's contractor shall maintain all necessary insurance as indicated in **Section 9 of the Agreement**, and provide the Property Manager with a Certificate of Insurance evidencing the required coverage before Tenant/Contractor begins work.

Such insurance shall specifically name Tenant as an additional insured with respect to work to be performed, as well as the following additional insureds within in the "Description of Operations / Locations / Vehicles / Special Items" field:

JBGS/OP MANAGEMENT SERVICES, L.L.C., as agent for
CESC GATEWAY TWO LIMITED PARTNERSHIP
JBG SMITH Properties

Certificate Holder:

JBG SMITH
1235 S. Clark Street, Suite 100
Arlington, VA 22202

Should you have further questions or concerns, please contact our office at (703) 414-5600.



**Construction Work Rules, Regulations and Requirements
For
Crystal Gateway Three
1215 S Clark Street
Arlington, VA 22202**

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 or Property Management refer to JBG SMITH Tenant Construction Manager, to JBG SMITH Property Manager, or a designated JBG SMITH 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
- ACM Acknowledgement Form
- Plan of Action Request Form
- Insurance Requirements
- Hot Work Permits
- FM Global Red Tag Permit

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.
4. 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.
5. LOADING DOCK – The use of the loading dock must be coordinated with the Property Manager.
6. 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.
7. RESTROOMS - Restroom use by Contractor personnel shall be restricted to the floor on which work is being performed or as designated by the Property Manager. The Contractor must clean existing restrooms as part of the final clean up and make any repairs caused by the Contractor or its employees or personnel. Restrooms on multi-tenant floors shall be cleaned daily by the Contractor during construction.
8. 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.
9. 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.
10. 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.
11. PARKING - General parking shall not be provided for contractors, vendors and their respective employees.
12. "Smoking," as used in this policy, means the use of any tobacco-based or smoke-producing or vapor-producing item, including, but not limited to, cigarettes, e-cigarettes, cigars, pipes, bidis, kreteks and similar products.

13. 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.

14. 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.

15. 24 HOUR EMERGENCY CONTACT – JBG SMITH Tenant Service Center, (703) 769-1250.

16. 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.

17. 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.

18. ASBESTOS CONTAINING MATERIALS – Asbestos containing products and materials are not permitted for any renovations or build-outs in any JBG SMITH buildings. Before commencing work in the building the **Asbestos-Containing Material Notice must be signed and returned to the management office. If items containing asbestos are going to be disturbed in construction, an **asbestos work permit request** must be completed.**

19. LOW EMITTING MATERIALS – All adhesives, sealants, sealant primers, paints and coatings must meet LEED-CI standards. Carpet and pad must meet or exceed Carpet and Rug Institute’s Green Label Plus testing and product requirements. Composite wood and agrifiber products including core materials must contain no added urea-formaldehyde resins. Laminate adhesives used to fabricate on-site and shop applied assemblies containing these laminate adhesives must contain no added urea formaldehyde.

20. ODOR & NOISE - No activities causing odor, excessive noise, vibrations etc.(i.e., core drilling, drilling, shooting track, spray painting, any paint using an oil base or lacquer, etc.) shall 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. 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.

21. 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.

22. 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. The Contractor shall provide temporary barriers to contain the construction area.
23. 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.
24. 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. The Contractor must lock all doors to the suite at the end of each workday including suite entry and balcony doors.
25. 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.

All construction waste is to be disposed of through a recycling plant that meets or exceeds the operation of Broad Run Construction Waste Recycling located at 9220 Developers Drive, Manassas, Virginia 20109. broadrunrecycling.com (571) 292-5333. Documentation of proper waste disposal will be required for final payment.

26. SLAB PENETRATIONS- For all slab penetrations required for new work, the slab shall be either x-rayed or ground penetrating radar shall be used 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.

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.

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 manufactured by Aquicore.** Revenue-grade, web-enabled Power Meter should be procured from Aquicore. Contact Aquicore for ordering information at sales@aquicore.com or (202)-446-0246. An AQ-POWER panel uses wireless communication to send data to AQ platform and allow building managers to quickly access the data. It is composed of 1 to 3 Rail 350 power meters and one wireless data transmitter connected to those 3 meters. Spring clamps terminal blocks are provided to connect 120VAC power and three-phase power being monitored. The installing contractor is to arrange for the pulse output of each meter to be connected to a separate binary (digital) input to the BAS for each meter using the building controls contractor to make the connection at the BAS and to set up the points in the BAS program. Coordinate this installation with Landlord. E-Mon D-Mon meters are not permitted. Please see exhibit for specifications sheet from Aquicore. **Protect stored on-site and installed absorptive materials from moisture damage.**

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 cannot 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 cannot be used inadvertently on potable water systems.
7. HVAC - **The Contractor shall be responsible for meeting or exceeding the recommended design approaches of the Sheet Metal and Air Conditioning Contractors' National Association (SMACNA) IAQ Guidelines for Occupied Buildings under Construction 1995, Chapter 3.** HVAC units within the construction area shall be turned off during the construction period or protected to prevent dust, debris or odors from entering. **Seal all duct and equipment openings with plastic. If air handlers must be used during construction, filtration media with a Minimum Efficiency Reporting Value (MERV) of 8 must be used at each return air grill, as determined by ASHRAE 52.2-1999. Replace all filtration media immediately prior to occupancy with MERV 13 filters.** 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 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 either x-rayed or ground penetrating radar shall be used 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 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 and obtain a Hot Work Permit from the Property Management Office.**

- Follow the precautions checklist on the **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 wire ways, 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 fire stopped. 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.
5. SLAB PENETRATIONS- For all slab penetrations required for new work, the slab shall be either x-rayed or ground penetrating radar shall be used 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; request a **Fire Protection Shut-off Permit from the Property Management Office**. 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.

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 **attachment**, 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 insureds 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-Builts 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:

JBG SMITH: CRYSTAL GATEWAY 3 OWNER LLC

(SIGNATURE)

(SIGNATURE)

(TITLE)

(TITLE)

(DATE)

(DATE)

BUILDING INFORMATION SHEET
CRYSTAL GATEWAY THREE

BUILDING OWNER:

CRYSTAL GATEWAY 3 OWNER LLC

BUILDING ADDRESS:

1215 S. Clark Street Arlington, VA 22202

SENIOR PROPERTY MANAGER:

Phone Number:

Nicole James
703-414-5600

E-mail:

njames@jbgsmith.com

PROPERTY ADMINISTRATOR:

E-mail:

Tawana Daniel
tdaniel@jbgsmith.com

Tenant Service Center (Emergency):

703-769-1250 (24/7)

CHIEF ENGINEER:

Phone Number:

Dan Green
703-414-5600

E-mail:

dwgreen@jbgsmith.com

- LOADING DOCK LOCATION:
- FREIGHT ELEVATOR LOCATION:

12th St. entrance

Elevator # 1

The Freight Elevator May Be Taken Out Of Service With Prior Approval From The Property Manager.

- DEBRIS BOXES LOCATION:
- HOURS OF OPERATION

Must Be Scheduled with Management Office

8:00 A.M.-5:00 P.M. Monday-Friday
8:00 A.M.-1:00 P.M. Saturday

AIR BALANCE CONTRACTOR:

Contact Management Office

FIRE ALARM CONTRACTOR:

Contact:

PACS – Cliff Hynson

Phone:

800-863-0733

E-mail:

chynson@pacs-inc.us

ACM ACKNOWLEDGEMENT FORM

Memorandum

DATE

Contractor:
Contact Name:
Address:

RE: Notification of Asbestos-Containing Material
1215 S. Clark Street
Arlington, VA 22202

Per 29 CFR 1910.1101, the Occupational Safety and Health Administration’s Asbestos in Construction Industry Standard, this correspondence is intended to inform you of the locations of asbestos-containing materials and presumed asbestos-containing materials at 200 12th St. S. Arlington, VA 22202. This information is enclosed.

Your signature below is acknowledgment that you have received the information, and pledge to pass it on to your employees who work at the property before they do work there that might disturb asbestos-containing materials or presumed asbestos-containing materials. Also, you are required to pass on any information concerning asbestos at this property to your subcontractors, if any, who may do work at this property.

Please return a signed copy of this letter to the Management office to my attention at your earliest convenience.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Nicole James, RPA, FMA
Senior Property Manager

ATTACHMENT: O&M MANUAL SECTION 5

CONTRACTOR:

By: _____
Print Name

By: _____
Signature

Title: _____

Date: _____

5.0 INVENTORY OF ACM AND PACM ON THE PROPERTY{tc \11 "5.0 INVENTORY OF ACBM ON THE PROPERTY}

A number of materials on the property may contain asbestos. Section 5.1 identifies locations of the materials, describes their friability, and provides direction on periodic surveillance and labeling. The preventive measures and response actions detail procedures to prevent the disturbance of ACM and PACM.

The locations and information pertaining to the asbestos-containing materials identified in this Operations and Maintenance Program are based upon a review of all available asbestos related documentation up to August 2015. The existing documentation available for review included the following:

- Asbestos Operations and Maintenance Program Manual prepared by Pacific Environmental Services, Inc. (dated October 1990);
- Asbestos Operations and Maintenance Program Manual prepared by EFI Global Inc. (dated April 2007);
- Asbestos Operations and Maintenance Program Manual prepared by EFI Global, Inc. (dated September 2011);
- Asbestos Survey conducted by Apex Environmental, Inc. (dated June 1990).

The Asbestos Operations and Maintenance Plan prepared by EFI Global Inc. in 2011 stated that it was prepared after a review of an asbestos survey conducted by Apex Environmental, Inc. (dated June 1990), the Asbestos Operations and Maintenance Program Manual prepared by Pacific Environmental Services, Inc. (dated October 1990), and the Asbestos Operations and Maintenance Program Manual prepared by EFI Global Inc. (dated April 2007).

The findings of these previous documents have not been verified by confirmatory sampling of existing building materials, and therefore are accepted as accurate for the purposes of this O&M plan update.

Appendix B outlines procedures for cleaning if friable ACM or PACM are damaged. Specific O&M procedures for the repair and maintenance of additional types of ACM and PACM are found in Appendix H. A more complete list of O&M Work Practices can be found in a publication from the National Institute of Building Sciences called Guidance Manual: Asbestos Operations and Maintenance Work Practices, September 1992.

The procedures outlined in Appendix B and Appendix H have been developed only to provide guidance to the Asbestos Program Coordinator and Engineering Staff when consulting with asbestos abatement personnel, who would perform all work on ACM or PACM within the property. Company policy prohibits employees from performing these procedures. In rare instances, waivers to this policy may be obtained.

5.1 Material Type, Locations, Friability, Physical Condition, and Recommendations for ACM and PACM

MATERIAL TYPE: Miscellaneous

DESCRIPTION:	Mastic under 12" x 12" Dark Cream Vinyl Floor Tile with Brown and White Streaks
FRIABLE OR NONFRIABLE:	Nonfriable
LOCATION:	Stairwells, telephone and electrical closets on each floor
DESCRIPTION:	White Tape Mastic
FRIABLE OR NONFRIABLE:	Nonfriable
LOCATION:	On fibrous glass duct insulation (painted white) in the Lobby-Level Racquet Club Mechanical Equipment Room
DESCRIPTION:	Fire Doors (Assumed)
FRIABLE OR NONFRIABLE:	Nonfriable
LOCATION:	Throughout the building
DESCRIPTION:	Gaskets (Assumed)
FRIABLE OR NONFRIABLE:	Nonfriable
LOCATION:	On pumps and motors in mechanical areas

RECOMMENDATIONS AND PREVENTIVE MEASURES:

The white tape mastic might be present on fibrous glass duct insulation elsewhere in the facility. The fire doors and gasketing have been presumed to be asbestos-containing, and might not be asbestos-containing in all areas of the facility; therefore, the Asbestos Coordinator should arrange for sampling of these materials to verify the asbestos content prior to significant disturbance. Additionally, abatement in February 2013 on the 12th floor (northeast corner) was conducted by Tidewater, Inc. This document was not available for review.

Disturbance of these previously identified asbestos-containing materials must be done by a Virginia-licensed asbestos abatement contractor. OSHA considers thermal system insulation in buildings constructed prior to 1981, presumed to be asbestos-containing until laboratory analysis proves otherwise. If materials such as these, which have not been previously sampled for asbestos content are encountered, the Asbestos Coordinator should arrange for sampling of these materials to verify the asbestos content prior to significant disturbance.

PERIODIC SURVEILLANCE: See Section 4.4

LABELING: See Section 4.1

RESTRICTED ACTIVITIES: Engineering staff must avoid activities that will damage these materials.

- Do **NOT** cut, saw, sand, abrade, or drill through the material.
- Do **NOT** damage intact material.
- Do **NOT** use an ordinary vacuum or dry sweeper to clean up debris.
- Do **NOT** cause or create excessive air movement (as applicable for interior work areas).
- Do **NOT** use power sanders or chippers.
- Do **NOT** use abrasive pads on power disc strippers.
- Do **NOT** dry buff or dry strip un-waxed vinyl floor tiles (as applicable for floor tiles and mastics only).
- Do **NOT** operate powered floor cleaning or polishing equipment at speeds greater than 300 RPM (as applicable for floor tiles and mastics only).
- Do **NOT** over strip floors (as applicable for floor tiles and mastics only).
- Do **NOT** dry strip floors (as applicable for floor tiles and mastics only).

The potential for asbestos-containing material (ACM) was evaluated based on the USEPA Guidance Document: *Managing Asbestos in Place - A Building Owner's Guide to Operations and Maintenance Programs for Asbestos-Containing Materials* (the Green Book). The Green Book was used as a guide in identifying suspect materials while the definition of suspect ACM and presumed asbestos-containing material is taken from 29 CFR Parts 1910, et al. Occupational Exposure to Asbestos; Final Rule.

**Construction Plan of Action Request Form
Crystal Gateways Complex**

1235 S. Clark Street, 1225 S. Clark Street, 1215 S. Clark Street, 200 12th Street S., 201 12th Street S.

Contractor Instructions:

This form is to be utilized by contractors who need assistance from the building engineering and property management team for drain downs, calling out of the fire alarm system, core drills, etc. Please note that any work requiring after hours service by our engineering team will be charged to the tenant or to the project at \$70.25/hour.

Date of Request: _____
Requested By: _____
Company: _____
Phone Number: _____
Work Start Date: _____
Work Hours: _____
Building & Suite: _____

Summary of Work:

Any work that impacts neighboring tenants requires a marked up floor plan showing the exact location of tie in, etc. Please submit with this form.

Utilities Impacted: _____ domestic water _____ condenser water _____ electricity

Contractor Signature: X _____ Date: _____

Tenant Signature(after hours work only): X _____ Date: _____

Please e-mail completed form to the appropriate Property Manager, Chief Engineer and Construction Manager **at least 48 hours in advance** of work. **Do not proceed with work unless you receive confirmation from our office.**

Management/Engineering Contacts

Michelle Spruell, Property Manager (Gateway 1 & 2)
Nicole James, Senior Property Manager (Gateway 3, 4 & North)
Rick Herman, Lead Engineer (All)
Dan Green, Chief Engineer (All)
Jill Stuhrke, Portfolio Manager (All)

mspruell@jbgsmith.com
njames@jbgsmith.com
rherman@jbgsmith.com
dwgreen@jbgsmith.com
jstuhrke@jbgsmith.com

Internal Use Only

PROPERTY MANAGER SIGNATURE: _____ X
ENGINEERING SIGNATURE: _____ X

Date Approved: _____

Engineer Scheduled: _____ Hours: _____

Insurance Requirements

A. Contractor Insurance

1. The Contractor shall procure and maintain in effect during the term of this Agreement, and as otherwise provided, the insurance coverages described in Section 9 of Agreement. The insurance described shall be placed with insurance companies licensed to do business and authorized in the state where the work is to be performed. All policies shall be written on an occurrence basis. All insurance required by this Exhibit shall be in form, amounts and with coverage and deductibles satisfactory to Owner, in its sole discretion.

1.1 Policy(ies) must be endorsed to:

(a) Name Owner JBGS/OP MANAGEMENT SERVICES, LLC, as agent for CRYSTAL GATEWAY 3 OWNER, LLC, and their respective parent companies, trustees, members, partners, directors, officers and employees, each of any tier and any master lessor or mortgagee of Owner (collectively "Owner Parties" and individually an "Owner Party") as additional insureds including additional insured status for completed operations, and provide a waiver of subrogation in their favor.

(b) Stipulate that such insurance is primary and is not contributing with, any other insurance carried by, or for the benefit of the additional insureds.

(c) Waive any and all right of subrogation against all of the Owner Parties.

(d) The primary commercial general liability policy cannot contain a self-insured retention in excess of \$100,000 without the written consent of the Owner. Any self-insured retention must be shown on the certificate of insurance.

(e) Contain cross liability and severability of interest endorsements, or a separation of insureds provision acceptable to the Owner.

(f) Provide products liability, premises operations and completed operations coverage, extending for not less than two years after Final Completion of the Work.

(g) Provide personal injury coverage including, but not limited to, false arrest, detention or imprisonment or malicious prosecution; libel, slander or defamation of character, invasion of privacy, wrongful eviction or wrongful entry, harassment of any kind and discrimination.

(h) Provide contractual liability coverage for insured contracts as defined under ISO Form CG 00 01;

(i) Provide Elevator and Hoist liability coverage, as applicable.

(j) Provide coverage for shoring, blasting, excavating, underpinning, demolition, pile driving and caisson work, work below ground surface, tunneling and grading, as applicable.

1.2 [Optional for Contractors without potential pollution exposure] Contractor's **Pollution Liability Insurance**. Contractor's Pollution Liability Insurance (as applicable) for any and all claims for damages due to sudden or accidental pollution in the amount of not less than \$5,000,000.00 per occurrence/aggregate. This insurance shall be maintained for a period of at least three (3) years after final completion of the Work, and shall be further endorsed to:

(a) Name the Owner Parties as additional insureds.

(b) Stipulate that such insurance is primary and is not contributing with, any other insurance carried by, or for the benefit of the additional insureds.

(c) Waive any and all right of subrogation against all of the Owner Indemnitees.

2. **Subcontractors.**

2.1 Contractor agrees that all Subcontractors will be required to obtain and maintain the insurance required of the Contractor hereunder, and in compliance with the terms and conditions of this Exhibit, except that the amount of general liability coverage will be agreed upon by the Owner and the Contractor on a case-by-case basis prior to the start of any work.

2.2 Contractor will require, by contract, which all subcontractors have their commercial general liability and auto liability policies endorsed to name Owner Parties as additional insureds both for premises operations and completed operations/products. Certificates of insurance along with copies of the appropriate endorsements will be sent to Owner, as required below, prior to the start of any work.

2.3 Contractor agrees that it will promptly advise Owner in the event that any subcontractor it wishes to retain is unable to obtain such requisite insurance coverages; Contractor will obtain Owner's prior written approval of any deviations in such insurance coverages prior to entering into a subcontract with such subcontractor.

3. **Terms and Conditions.**

3.1 Simultaneously with execution of this Agreement, the Contractor shall file with the Owner one (1) valid certificate of insurance, including the required amendatory riders and endorsements, evidencing that all required insurance is in force, executed by an authorized representative of the insurance company. Upon written request, the Contractor shall also deliver to the Owner copies of the insurance policies required to be maintained pursuant to this Exhibit. The Contractor shall also deliver to the Owner, within seven (7) days of the Owner's request, a certificate of the Contractor or its insurance agent stating that all premiums due with respect to such required policies have been paid currently and that such policies are in full force and effect, and if required, a copy of the receipt for the payment of premiums. Not later than five (5) days prior to the expiration date of each of the required policies the Contractor shall deliver to the Owner a certificate of insurance evidencing renewal of coverage as required herein, together with evidence of payment of premium satisfactory to the Owner.

3.2 Each insurance policy shall contain a provision whereby the insurer agrees that such policy shall not be canceled or fail to be renewed without at least thirty (30) days (ten (10) days for non-payment of premium) prior written notice to the Owner. Contractor shall notify Owner immediately if the Contractor receives any notice of cancelation or reduction in coverage from its insurers.

3.3 All certificates and endorsements and all notices required pursuant to Section 9 must be sent to the attention of:

Nicole James
njames@jbgsmith.com
JBG SMITH
1235 S. Clark St. Ste. 100
Arlington, VA 22202

3.4 Receipt and review by Owner any other Owner Party of any copies of insurance policies or insurance certificates, or failure to request such evidence of insurance, shall not relieve the Contractor of its obligation to comply with the insurance provisions of this Agreement.

3.5 The insurance provisions of this Agreement shall not be construed as a limitation on the Contractor's responsibilities and liabilities pursuant to the terms and conditions of this Agreement including, but not limited to, liability for claims in excess of the insurance limits and coverages set forth herein.

3.6 All insurance shall be issued by insurance companies with a policyholder "Best's Key Rating Guide" of at least "A" and a financial size of at least "Class VIII". If, at any time during the period in which the Contractor is required to maintain insurance hereunder, the rating of any of insurance carriers is reduced below the rating required, Contractor shall promptly replace the insurance with coverage(s) from a carrier whose rating complies with the requirements.

3.7 Regardless whether Contractor's liability hereunder is or is not covered by insurance, Contractor's liability shall in no way be limited by the amount of insurance recovery or the amount of insurance in force or available or required by any provisions of this Agreement or otherwise by the Overall Contract.

3.8 In the event that Contractor or any of its subcontractors fails to maintain in full force and effect any of the insurance coverages required herein, Owner shall have the right (but not the obligation) to terminate the Contract immediately and/or remove the contractor or subcontractor from the premises until proper documentation has been provided.

3.9 Contractor agrees to accept full responsibility for supplying its own tools and equipment, including ladders and scaffolds, and Contractor represents and warrants that a) all such tools and equipment are (i) designed for the required job; and (ii) properly maintained and in safe operating order; and b) all employees have received proper training in the safe use of all tools and equipment.

3.11 Neither Owner nor any other Owner Party shall be liable in any manner to Contractor or any Contractor Party for any injury or damage to Contractor or any Contractor Party, or their respective property, caused by the criminal or intentional misconduct of third parties. All claims against Owner and any other Owner Party for any such damage or injury are hereby expressly waived.

3.12 Neither Owner nor any other Owner Party shall assume any liability or responsibility with respect to the conduct and operation of the Contractors work in or around the Project site. Neither Owner nor any other Owner Party shall be liable for any accident or injury to any person or persons or property in or about the Project site which are caused by or arise out of the Work or the manner or means in which such Work is conducted or operated, including Contractor's employees, equipment or property at or around the Project site.

END OF DOCUMENT / Insurance Requirements

Certificate of Insurance
1215 S Clark Street – Gateway Three

Before commencing work, and at all times during the job, the tenant's contractor shall maintain all necessary insurance as indicated in **Section 9 of the Agreement**, and provide the Property Manager with a Certificate of Insurance evidencing the required coverage before Tenant/Contractor begins work.

Such insurance shall specifically name Tenant as an additional insured with respect to work to be performed, as well as the following additional insureds within in the "Description of Operations / Locations / Vehicles / Special Items" field:

JBGS/OP MANAGEMENT SERVICES, L.L.C., as agent for
CRYSTAL GATEWAY 3 OWNER, L.L.C.
JBG SMITH Properties

Certificate Holder:

JBG SMITH
1235 S. Clark Street, Suite 100
Arlington, VA 22202

Should you have further questions or concerns, please contact our office at (703) 414-5600.



Construction Work Rules, Regulations and Requirements

**Crystal Gateway Four
200 12th St. S
Arlington, VA 22202**

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 or Property Management refer to JBG SMITH Tenant Construction Manager, to JBG SMITH Property Manager, or a designated JBG SMITH 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
- ACM Acknowledgement Form
- Plan of Action Request Form
- Insurance Requirements
- Hot Work Permits
- FM Global Red Tag Permit

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.
4. 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.
5. LOADING DOCK – The use of the loading dock must be coordinated with the Property Manager.
6. 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.
7. RESTROOMS - Restroom use by Contractor personnel shall be restricted to the floor on which work is being performed or as designated by the Property Manager. The Contractor must clean existing restrooms as part of the final clean up and make any repairs caused by the Contractor or its employees or personnel. Restrooms on multi-tenant floors shall be cleaned daily by the Contractor during construction.
8. 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.
9. 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.
10. 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.
11. PARKING - General parking shall not be provided for contractors, vendors and their respective employees.
12. "Smoking," as used in this policy, means the use of any tobacco-based or smoke-producing or vapor-producing item, including, but not limited to, cigarettes, e-cigarettes, cigars, pipes, bidis, kreteks and similar products.

13. 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.
14. 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.

15. 24 HOUR EMERGENCY CONTACT – JBG SMITH Tenant Service Center, (703) 769-1250.

16. 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.
17. 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.

18. ASBESTOS CONTAINING MATERIALS – Asbestos containing products and materials are not permitted for any renovations or build-outs in any JBG SMITH buildings. Before commencing work in the building, the Asbestos-Containing Material Notice must be signed and returned to the management office. If items containing asbestos are going to be disturbed in construction, an asbestos work permit request must be completed.

19. LOW EMITTING MATERIALS – All adhesives, sealants, sealant primers, paints and coatings must meet LEED-CI standards. Carpet and pad must meet or exceed Carpet and Rug Institute’s Green Label Plus testing and product requirements. Composite wood and agrifiber products including core materials must contain no added urea-formaldehyde resins. Laminate adhesives used to fabricate on-site and shop applied assemblies containing these laminate adhesives must contain no added urea formaldehyde.

20. ODOR & NOISE - No activities causing odor, excessive noise, vibrations etc. (i.e., core drilling, drilling, shooting track, spray painting, any paint using an oil base or lacquer, etc.) shall 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. 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.
21. 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.

22. 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. The Contractor shall provide temporary barriers to contain the construction area.
23. 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.
24. 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. The Contractor must lock all doors to the suite at the end of each workday including suite entry and balcony doors.
25. 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.

All construction waste is to be disposed of through a recycling plant that meets or exceeds the operation of Broad Run Construction Waste Recycling located at 9220 Developers Drive, Manassas, Virginia 20109. broadrunrecycling.com (571) 292-5333. Documentation of proper waste disposal will be required for final payment.

26. SLAB PENETRATIONS- For all slab penetrations required for new work, the slab shall be either x-rayed or ground penetrating radar shall be used 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.

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.

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 manufactured by Aquicore.** Revenue-grade, web-enabled Power Meter should be procured from Aquicore. Contact Aquicore for ordering information at sales@aquicore.com or (202)-446-0246. An AQ-POWER panel uses wireless communication to send data to AQ platform and allow building managers to quickly access the data. It is composed of 1 to 3 Rail 350 power meters and one wireless data transmitter connected to those 3 meters. Spring clamps terminal blocks are provided to connect 120VAC power and three-phase power being monitored. The installing contractor is to arrange for the pulse output of each meter to be connected to a separate binary (digital) input to the BAS for each meter using the building controls contractor to make the connection at the BAS and to set up the points in the BAS program. Coordinate this installation with Landlord. E-Mon D-Mon meters are not permitted. Please see exhibit for specifications sheet from Aquicore. **Protect stored on-site and installed absorptive materials from moisture damage.**

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 cannot 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 cannot be used inadvertently on potable water systems.
7. HVAC - **The Contractor shall be responsible for meeting or exceeding the recommended design approaches of the Sheet Metal and Air Conditioning Contractors' National Association (SMACNA) IAQ Guidelines for Occupied Buildings under Construction 1995, Chapter 3.** HVAC units within the construction area shall be turned off during the construction period or protected to prevent dust, debris or odors from entering. **Seal all duct and equipment openings with plastic. If air handlers must be used during construction, filtration media with a Minimum Efficiency Reporting Value (MERV) of 8 must be used at each return air grill, as determined by ASHRAE 52.2-1999. Replace all filtration media immediately prior to occupancy with MERV 13 filters.** 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 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 either x-rayed or ground penetrating radar shall be used 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 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 and obtain a Hot Work Permit from the Property Management Office.**

- Follow the precautions checklist on the **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 wire ways, 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 fire stopped. 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.
5. SLAB PENETRATIONS- For all slab penetrations required for new work, the slab shall be either x-rayed or ground penetrating radar shall be used 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; request a **Fire Protection Shut-off Permit from the Property Management Office**. 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.

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 **attachment** 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 insureds 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-Builts 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 an electronic and 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:

Owner: CESC GATEWAY/SQUARE LLC

(SIGNATURE)

(SIGNATURE)

(TITLE)

(TITLE)

(DATE)

(DATE)

BUILDING INFORMATION SHEET
CRYSTAL GATEWAY FOUR

<u>BUILDING OWNER:</u>	CESC Gateway/Square LLC
<u>BUILDING ADDRESS:</u>	200 12 th St. S. Arlington, VA 22202
<u>SENIOR PROPERTY MANAGER:</u> Phone Number: E-mail:	Nicole James 703-414-5600 njames@jbgsmith.com
<u>PROPERTY ADMINISTRATOR:</u> Phone Number: E-mail:	Tawana Daniel 703-414-5600 tdaniel@jbgsmith.com
<u>Tenant Service Center (Emergency):</u>	703-769-1250 (24/7)
<u>CHIEF ENGINEER:</u> Phone Number: E-mail:	Dan Green 703-414-5600 dwgreen@jbgsmith.com
<ul style="list-style-type: none">• LOADING DOCK LOCATION:• FREIGHT ELEVATOR LOCATION:	12 th St. entrance Elevator # 1 <i>The Freight Elevator May Be Taken Out Of Service With Prior Approval From The Property Manager.</i>
<ul style="list-style-type: none">• DEBRIS BOXES LOCATION:• HOURS OF OPERATION	Must Be Scheduled with Management Office 8:00 A.M.-5:00 P.M. Monday-Friday 8:00 A.M.-1:00 P.M. Saturday
<u>AIR BALANCE CONTRACTOR:</u>	Comfort Control
<u>FIRE ALARM CONTRACTOR:</u> Contact: Phone: E-mail:	PACS – Cliff Hynson 800-863-0733 chynson@pacs-inc.us

ACM ACKNOWLEDGEMENT FORM

Memorandum

DATE

Contractor:
Contact Name:
Address:

RE: Notification of Asbestos-Containing Material
200 12th St. S.
Arlington, VA 22202

Per 29 CFR 1910.1101, the Occupational Safety and Health Administration’s Asbestos in Construction Industry Standard, this correspondence is intended to inform you of the locations of asbestos-containing materials and presumed asbestos-containing materials at 200 12th St. S. Arlington, VA 22202. This information is enclosed.

Your signature below is acknowledgment that you have received the information, and pledge to pass it on to your employees who work at the property before they do work there that might disturb asbestos-containing materials or presumed asbestos-containing materials. Also, you are required to pass on any information concerning asbestos at this property to your subcontractors, if any, who may do work at this property.

Please return a signed copy of this letter to the Management office to my attention at your earliest convenience.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Nicole James, RPA, FMA
Senior Property Manager

ATTACHMENT: O&M MANUAL SECTION 5

CONTRACTOR:

By: _____
Print Name

By: _____
Signature

Title: _____

Date: _____

5.0 INVENTORY OF ACBM ON THE PROPERTY

A number of materials on the property contain asbestos. Section 5.1 identifies locations of the materials, describes their friability, and provides direction on periodic surveillance and labeling. The preventive measures and response actions detail procedures to prevent the disturbance of ACBM.

Appendix B outlines procedures for cleaning if friable asbestos-containing materials are damaged. Specific O&M procedures for the repair and maintenance of additional types of ACBM are found in Appendix H. A more complete list of O&M Work Practices can be found in a publication from the National Institute of Building Sciences called Guidance Manual: Asbestos Operations and Maintenance Work Practices, September 1992.

The procedures outlined in Appendix B and Appendix H have been developed only to provide guidance to the Asbestos Program Coordinator and Engineering Staff when consulting with asbestos abatement personnel, who would perform all work on ACBM within the property. Company policy prohibits employees from performing these procedures. In rare instances, waivers to this policy may be obtained. Consult Consolidated Engineering for details.

5.1 Material Type, Friability, Locations, Preventive Measures, and Recommendations for ACBM

MATERIAL TYPE:	Miscellaneous
FRIABLE OR NONFRIABLE:	Nonfriable
DESCRIPTION:	12"x 12" White/gray streaked floor tile and black mastic
LOCATION:	Stairwells on each floor
FRIABLE OR NONFRIABLE:	Nonfriable
DESCRIPTION:	12"x 12" White vinyl floor tile and black mastic
LOCATION:	Electrical/ Telephone Closets each floor
FRIABLE OR NONFRIABLE:	Friable
DESCRIPTION:	Joint Compound
LOCATION:	Various Locations

RECOMMENDATIONS AND PREVENTIVE MEASURES:

Nonfriable Material

This material may be present elsewhere in the facility, especially under carpeting. Before any repair work begins which may disturb floor coverings that have not been tested, the Asbestos Program Coordinator shall arrange to have the materials sampled to verify the presence of asbestos. If analysis of floor sheeting materials and their underlying mastics, if any, by an accredited laboratory using polarized light microscopy (PLM) reveals the presence of a trace or less than one percent asbestos by weight, reanalysis must be performed by a laboratory using transmission electron microscopy (TEM) to confirm the result.

PERIODIC SURVEILLANCE:	See Section 4.4
LABELING:	See Section 4.1
RESTRICTED ACTIVITIES:	Engineering staff must avoid activities that will damage material.

- . Do **NOT** cut, saw, sand, abrade, or drill through the material.
- . Do **NOT** damage intact material.
- . Do **NOT** use an ordinary vacuum or dry sweeper to clean up debris.
- . Do **NOT** cause or create excessive air movement.
- . Do **NOT** use power sanders or chippers.
- . Do **NOT** use abrasive pads on power disc strippers.
- . Do **NOT** dry buff or dry strip unwaxed vinyl floor tiles.
- . Do **NOT** operate powered floor cleaning or polishing equipment at speeds greater than 300 RPM.
- . Do **NOT** overstrip floors.
- . Do **NOT** dry strip floors.

Drywall Joint Compound

The following procedures must be followed to protect occupants if the wall and/or ceiling material requires maintenance or repair. These procedures apply only to activities involving three linear feet or less. Larger repair activities must be designed by qualified personnel. When working overhead, personnel must wear personal protective clothing.

Removal of damaged material should be performed utilizing the following procedures:

- . Restrict access to area and conduct repair when the ventilation system is not operating.
- . Using a HEPA vacuum, remove loose asbestos debris from horizontal surfaces in the vicinity of the delaminated area.
- . Place a large disposable plastic sheet below the delaminated area.
- . Carefully remove loose or delaminated material with a putty knife and place into disposal bags.
- . Encapsulate scraped area, being careful not to disturb intact material.

Clean work area in accordance with Appendix B.

**Construction Plan of Action Request Form
Crystal Gateways Complex**

1235 S. Clark Street, 1225 S. Clark Street, 1215 S. Clark Street, 200 12th Street S., 201 12th Street S.

Contractor Instructions:

This form is to be utilized by contractors who need assistance from the building engineering and property management team for drain downs, calling out of the fire alarm system, core drills, etc. Please note that any work requiring after hours service by our engineering team will be charged to the tenant or to the project at \$70.25/hour.

Date of Request: _____
Requested By: _____
Company: _____
Phone Number: _____
Work Start Date: _____
Work Hours: _____
Building & Suite: _____

Summary of Work:

Any work that impacts neighboring tenants requires a marked up floor plan showing the exact location of tie in, etc. Please submit with this form.

Utilities Impacted: _____ domestic water _____ condenser water _____ electricity

Contractor Signature: X _____ Date: _____

Tenant Signature (after hours work only): X _____ Date: _____

Please e-mail completed form to the appropriate Property Manager, Chief Engineer and Construction Manager **at least 48 hours in advance** of work. **Do not proceed with work unless you receive confirmation from our office.**

Management/Engineering Contacts

Michelle Spruell, Property Manager (Gateway 1 & 2)
Nicole James, Senior Property Manager (Gateway 3, 4 & North)
Rick Herman, Lead Engineer (All)
Dan Green, Chief Engineer (All)
Jill Stuhrke, Portfolio Manager (All)

mspruell@jbgsmith.com
njames@jbgsmith.com
rherman@jbgsmith.com
dwgreen@jbgsmith.com
jstuhrke@jbgsmith.com

Internal Use Only

PROPERTY MANAGER SIGNATURE: _____ X _____
ENGINEERING SIGNATURE: _____ X _____
Date Approved: _____
Engineer Scheduled: _____ Hours: _____

Insurance Requirements

A. Contractor Insurance

1. The Contractor shall procure and maintain in effect during the term of this Agreement, and as otherwise provided, the insurance coverages described in Section 9 of Agreement. The insurance described shall be placed with insurance companies licensed to do business, and authorized in the state where the work is to be performed. All policies shall be written on an occurrence basis. All insurance required by this Exhibit shall be in form, amounts and with coverage and deductibles satisfactory to Owner, in its sole discretion.

1.1 Policy(ies) must be endorsed to:

(a) Name Owner JBGS/OP MANAGEMENT SERVICES, LLC, as agent for CESC GATEWAY/SQUARE LLC, and their respective parent companies, trustees, members, partners, directors, officers and employees, each of any tier and any master lessor or mortgagee of Owner (collectively "Owner Parties" and individually an "Owner Party") as additional insureds including additional insured status for completed operations, and provide a waiver of subrogation in their favor.

(b) Stipulate that such insurance is primary and is not contributing with, any other insurance carried by, or for the benefit of the additional insureds.

(c) Waive any and all right of subrogation against all of the Owner Parties.

(d) The primary commercial general liability policy cannot contain a self-insured retention in excess of \$100,000 without the written consent of the Owner. Any self-insured retention must be shown on the certificate of insurance.

(e) Contain cross liability and severability of interest endorsements, or a separation of insureds provision acceptable to the Owner.

(f) Provide products liability, premises operations and completed operations coverage, extending for not less than two years after Final Completion of the Work.

(g) Provide personal injury coverage including, but not limited to, false arrest, detention or imprisonment or malicious prosecution; libel, slander or defamation of character, invasion of privacy, wrongful eviction or wrongful entry, harassment of any kind and discrimination.

(h) Provide contractual liability coverage for insured contracts as defined under ISO Form CG 00 01;

(i) Provide Elevator and Hoist liability coverage, as applicable.

(j) Provide coverage for shoring, blasting, excavating, underpinning, demolition, pile driving and caisson work, work below ground surface, tunneling and grading, as applicable.

1.2 [Optional for Contractors without potential pollution exposure] Contractor's **Pollution Liability Insurance**. Contractor's Pollution Liability Insurance (as applicable) for any and all claims for damages due to sudden or accidental pollution in the amount of not less than \$5,000,000.00 per occurrence/aggregate. This insurance shall be maintained for a period of at least three (3) years after final completion of the Work, and shall be further endorsed to:

(a) Name the Owner Parties as additional insureds.

(b) Stipulate that such insurance is primary and is not contributing with, any other insurance carried by, or for the benefit of the additional insureds.

(c) Waive any and all right of subrogation against all of the Owner Indemnitees.

2. **Subcontractors.**

2.1 Contractor agrees that all Subcontractors will be required to obtain and maintain the insurance required of the Contractor hereunder, and in compliance with the terms and conditions of this Exhibit, except that the amount of general liability coverage will be agreed upon by the Owner and the Contractor on a case-by-case basis prior to the start of any work.

2.2 Contractor will require, by contract, which all subcontractors have their commercial general liability and auto liability policies endorsed to name Owner Parties as additional insureds both for premises operations and completed operations/products. Certificates of insurance along with copies of the appropriate endorsements will be sent to Owner, as required below, prior to the start of any work.

2.3 Contractor agrees that it will promptly advise Owner in the event that any subcontractor it wishes to retain is unable to obtain such requisite insurance coverages; Contractor will obtain Owner's prior written approval of any deviations in such insurance coverages prior to entering into a subcontract with such subcontractor.

3. **Terms and Conditions.**

3.1 Simultaneously with execution of this Agreement, the Contractor shall file with the Owner one (1) valid certificate of insurance, including the required amendatory riders and endorsements, evidencing that all required insurance is in force, executed by an authorized representative of the insurance company. Upon written request, the Contractor shall also deliver to the Owner copies of the insurance policies required to be maintained pursuant to this Exhibit. The Contractor shall also deliver to the Owner, within seven (7) days of the Owner's request, a certificate of the Contractor or its insurance agent stating that all premiums due with respect to such required policies have been paid currently and that such policies are in full force and effect, and if required, a copy of the receipt for the payment of premiums. Not later than five (5) days prior to the expiration date of each of the required policies the Contractor shall deliver to the Owner a certificate of insurance evidencing renewal of coverage as required herein, together with evidence of payment of premium satisfactory to the Owner.

3.2 Each insurance policy shall contain a provision whereby the insurer agrees that such policy shall not be canceled or fail to be renewed without at least thirty (30) days (ten (10) days for non-payment of premium) prior written notice to the Owner. Contractor shall notify Owner immediately if the Contractor receives any notice of cancelation or reduction in coverage from its insurers.

3.3 All certificates and endorsements and all notices required pursuant to Section 9 must be sent to the attention of:

Nicole James
njames@jbgsmith.com JBG
SMITH
1235 S. Clark St. Ste. 100
Arlington, VA 22202

3.4 Receipt and review by Owner any other Owner Party of any copies of insurance policies or insurance certificates, or failure to request such evidence of insurance, shall not relieve the Contractor of its obligation to comply with the insurance provisions of this Agreement.

3.5 The insurance provisions of this Agreement shall not be construed as a limitation on the Contractor's responsibilities and liabilities pursuant to the terms and conditions of this Agreement including, but not limited to, liability for claims in excess of the insurance limits and coverages set forth herein.

3.6 All insurance shall be issued by insurance companies with a policyholder "Best's Key Rating Guide" of at least "A" and a financial size of at least "Class VIII". If, at any time during the period in which the Contractor is required to maintain insurance hereunder, the rating of any of insurance carriers is reduced below the rating required, Contractor shall promptly replace the insurance with coverage(s) from a carrier whose rating complies with the requirements.

3.7 Regardless whether Contractor's liability hereunder is or is not covered by insurance, Contractor's liability shall in no way be limited by the amount of insurance recovery or the amount of insurance in force or available or required by any provisions of this Agreement or otherwise by the Overall Contract.

3.8 In the event that Contractor or any of its subcontractors fails to maintain in full force and effect any of the insurance coverages required herein, Owner shall have the right (but not the obligation) to terminate the Contract immediately and/or remove the contractor or subcontractor from the premises until proper documentation has been provided.

3.9 Contractor agrees to accept full responsibility for supplying its own tools and equipment, including ladders and scaffolds, and Contractor represents and warrants that a) all such tools and equipment are (i) designed for the required job; and (ii) properly maintained and in safe operating order; and b) all employees have received proper training in the safe use of all tools and equipment.

3.11 Neither Owner nor any other Owner Party shall be liable in any manner to Contractor or any Contractor Party for any injury or damage to Contractor or any Contractor Party, or their respective property, caused by the criminal or intentional misconduct of third parties. All claims against Owner and any other Owner Party for any such damage or injury are hereby expressly waived.

3.12 Neither Owner nor any other Owner Party shall assume any liability or responsibility with respect to the conduct and operation of the Contractors work in or around the Project site. Neither Owner nor any other Owner Party shall be liable for any accident or injury to any person or persons or property in or about the Project site which are caused by or arise out of the Work or the manner or means in which such Work is conducted or operated, including Contractor's employees, equipment or property at or around the Project site.

END OF DOCUMENT / Insurance Requirements

Certificate of Insurance
200 12th Street S – Gateway Four

Before commencing work, and at all times during the job, the tenant's contractor shall maintain all necessary insurance as indicated in **Section 9 of the Agreement**, and provide the Property Manager with a Certificate of Insurance evidencing the required coverage before Tenant/Contractor begins work.

Such insurance shall specifically name Tenant as an additional insured with respect to work to be performed, as well as the following additional insureds within in the "Description of Operations / Locations / Vehicles / Special Items" field:

JBGS/OP MANAGEMENT SERVICES, L.L.C., as agent for
CESC GATEWAY/SQUARE L.L.C.
JBG SMITH Properties

Certificate Holder:

JBG SMITH
1235 S. Clark Street, Suite 100
Arlington, VA 22202

Should you have further questions or concerns, please contact our office at (703) 414-5600.



Construction Work Rules, Regulations and Requirements
For
Crystal Gateway North
201 12th St. S
Arlington, VA 22202

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 or Property Management refer to JBG SMITH Tenant Construction Manager, to JBG SMITH Property Manager, or a designated JBG SMITH 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
- ACM Acknowledgement Form
- Plan of Action Request Form
- Insurance Requirements
- Hot Work Permits
- FM Global Red Tag Permit

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.
4. 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.
5. LOADING DOCK – The use of the loading dock must be coordinated with the Property Manager.
6. 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.
7. RESTROOMS - Restroom use by Contractor personnel shall be restricted to the floor on which work is being performed or as designated by the Property Manager. The Contractor must clean existing restrooms as part of the final clean up and make any repairs caused by the Contractor or its employees or personnel. Restrooms on multi-tenant floors shall be cleaned daily by the Contractor during construction.
8. 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.
9. 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.
10. 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.
11. PARKING - General parking shall not be provided for contractors, vendors and their respective employees.
12. "Smoking," as used in this policy, means the use of any tobacco-based or smoke-producing or vapor-producing item, including, but not limited to, cigarettes, e-cigarettes, cigars, pipes, bidis, kreteks and similar products.

13. 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.
14. 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.
- 15. 24 HOUR EMERGENCY CONTACT – JBG SMITH Tenant Service Center, (703) 769-1250.**
16. 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.
17. 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.
- 18. ASBESTOS CONTAINING MATERIALS – Asbestos containing products and materials are not permitted for any renovations or build-outs in any JBG SMITH buildings. Before commencing work in the building the **Asbestos-Containing Material Notice** must be signed and returned to the management office. If items containing asbestos are going to be disturbed in construction, an **asbestos work permit request** must be completed.**
- 19. LOW EMITTING MATERIALS – All adhesives, sealants, sealant primers, paints and coatings must meet LEED-CI standards. Carpet and pad must meet or exceed Carpet and Rug Institute’s Green Label Plus testing and product requirements. Composite wood and agrifiber products including core materials must contain no added urea-formaldehyde resins. Laminate adhesives used to fabricate on-site and shop applied assemblies containing these laminate adhesives must contain no added urea formaldehyde.**
20. ODOR & NOISE - No activities causing odor, excessive noise, vibrations etc. (i.e., core drilling, drilling, shooting track, spray painting, any paint using an oil base or lacquer, etc.) shall 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. 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.
21. 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.

22. 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. The Contractor shall provide temporary barriers to contain the construction area.
23. 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.
24. 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. The Contractor must lock all doors to the suite at the end of each workday including suite entry and balcony doors.
25. 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.

All construction waste is to be disposed of through a recycling plant that meets or exceeds the operation of Broad Run Construction Waste Recycling located at 9220 Developers Drive, Manassas, Virginia 20109. broadrunrecycling.com (571) 292-5333. Documentation of proper waste disposal will be required for final payment.

26. SLAB PENETRATIONS- For all slab penetrations required for new work, the slab shall be either x-rayed or ground penetrating radar shall be used to locate reinforcing bars, post-tensioning cables,

pipng, 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.

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.

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 manufactured by Aquicore.** Revenue-grade, web-enabled Power Meter should be procured from Aquicore. Contact Aquicore for ordering information at sales@aquicore.com or (202)-446-0246. An AQ-POWER panel uses wireless communication to send data to AQ platform and allow building managers to quickly access the data. It is composed of 1 to 3 Rail 350 power meters and one wireless data transmitter connected to those 3 meters. Spring clamps terminal blocks are provided to connect 120VAC power and three-phase power being monitored. The installing contractor is to arrange for the pulse output of each meter to be connected to a separate binary (digital) input to the BAS for each meter using the building controls contractor to make the connection at the BAS and to set up the points in the BAS program. Coordinate this installation with Landlord. E-Mon D-Mon meters are not permitted. Please see exhibit for specifications sheet from Aquicore. **Protect stored on-site and installed absorptive materials from moisture damage.**

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 fire stopped.

6. **"NO LEAD SOLDER ANYWHERE ON JBG SMITH PROPERTY"** Although it is still legal on Non-Potable water systems, lead solder cannot 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 cannot be used inadvertently on potable water systems.
7. **HVAC - The Contractor shall be responsible for meeting or exceeding the recommended design approaches of the Sheet Metal and Air Conditioning Contractors' National Association (SMACNA) IAQ Guidelines for Occupied Buildings under Construction 1995, Chapter 3.** HVAC units within the construction area shall be turned off during the construction period or protected to prevent dust, debris or odors from entering. **Seal all duct and equipment openings with plastic. If air handlers must be used during construction, filtration media with a Minimum Efficiency Reporting Value (MERV) of 8 must be used at each return air grill, as determined by ASHRAE 52.2-1999. Replace all filtration media immediately prior to occupancy with MERV 13 filters.** 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 either x-rayed or ground penetrating radar shall be used 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 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 and obtain a Hot Work Permit from the Property Management Office.**
- Follow the precautions checklist on the **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 wire ways, 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 fire stopped. 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.
5. SLAB PENETRATIONS- For all slab penetrations required for new work, the slab shall be either x-rayed or ground penetrating radar shall be used 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; request a **Fire Protection Shut-off Permit from the Property Management Office**. 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.

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 **attachment**, 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 insureds 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-Builts 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:

JBG SMITH: CESC CRYSTAL/ROSSLYN II, LLC

(SIGNATURE)

(SIGNATURE)

(TITLE)

(TITLE)

(DATE)

(DATE)

BUILDING INFORMATION SHEET
CRYSTAL GATEWAY NORTH

BUILDING OWNER:

CESC CRYSTAL/ROSSLYN II, L.L.C.

BUILDING ADDRESS:

201 12th St. S. Arlington, VA 22202

SENIOR PROPERTY MANAGER:

Phone Number:

Nicole James
703-414-5600

E-mail:

njames@jbgsmith.com

PROPERTY ADMINISTRATOR:

E-mail:

Tawana Daniel
tdaniel@jbgsmith.com

Tenant Service Center (Emergency):

703-769-1250 (24/7)

CHIEF ENGINEER:

Phone Number:

Dan Green
703-414-5600

E-mail:

dwgreen@jbgsmith.com

- LOADING DOCK LOCATION:
- FREIGHT ELEVATOR LOCATION:

10th St. Entrance

Elevator # 4
Elevator # 5

The Freight Elevator May Be Taken Out Of Service With Prior Approval From The Property Manager.

- DEBRIS BOXES LOCATION:
- HOURS OF OPERATION

Must Be Scheduled with Management Office

8:00 A.M.-5:00 P.M. Monday-Friday
8:00 A.M.-1:00 P.M. Saturday

AIR BALANCE CONTRACTOR:

Contact Management Office

FIRE ALARM CONTRACTOR:

Contact:

Phone:

E-mail:

PACS – Cliff Hynson
800-863-0733
chynson@pacs-inc.us

ACM ACKNOWLEDGEMENT FORM

Memorandum

DATE

Contractor:
Contact Name:
Address:

RE: Notification of Asbestos-Containing Material
201 12th St. S.
Arlington, VA 22202

Per 29 CFR 1910.1101, the Occupational Safety and Health Administration’s Asbestos in Construction Industry Standard, this correspondence is intended to inform you of the locations of asbestos-containing materials and presumed asbestos-containing materials at 200 12th St. S. Arlington, VA 22202. This information is enclosed.

Your signature below is acknowledgment that you have received the information, and pledge to pass it on to your employees who work at the property before they do work there that might disturb asbestos-containing materials or presumed asbestos-containing materials. Also, you are required to pass on any information concerning asbestos at this property to your subcontractors, if any, who may do work at this property.

Please return a signed copy of this letter to the Management office to my attention at your earliest convenience.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Nicole D James, RPA, FMA
Senior Property Manager

ATTACHMENT: O&M MANUAL SECTION 5

CONTRACTOR:

By: _____
Print Name

By: _____
Signature

Title: _____

Date: _____

5.0 INVENTORY OF ACM AND PACM ON THE PROPERTY{tc \11 "5.0 INVENTORY OF ACBM ON THE PROPERTY}

A number of materials on the property may contain asbestos. Section 5.1 identifies locations of the materials, describes their friability, and provides direction on periodic surveillance and labeling. The preventive measures and response actions detail procedures to prevent the disturbance of ACM and PACM.

The locations and information pertaining to the asbestos-containing materials identified in this Operations and Maintenance Program are based upon a review of all available asbestos related documentation up to August 2015. The existing documentation available for review included the following:

- Asbestos Operations and Maintenance Program Manual prepared by Pacific Environmental Services, Inc. (dated October 1990);
- Asbestos Operations and Maintenance Program Manual prepared by EFI Global Inc. (dated April 2007);
- Asbestos Operations and Maintenance Program Manual prepared by EFI Global, Inc. (dated September 2011);
- Asbestos Survey conducted by Apex Environmental, Inc. (dated June 1990).

The Asbestos Operations and Maintenance Plan prepared by EFI Global Inc. in 2011 stated that it was prepared after a review of an asbestos survey conducted by Apex Environmental, Inc. (dated June 1990), the Asbestos Operations and Maintenance Program Manual prepared by Pacific Environmental Services, Inc. (dated October 1990), and the Asbestos Operations and Maintenance Program Manual prepared by EFI Global Inc. (dated April 2007).

The findings of these previous documents have not been verified by confirmatory sampling of existing building materials, and therefore are accepted as accurate for the purposes of this O&M plan update.

Appendix B outlines procedures for cleaning if friable ACM or PACM are damaged. Specific O&M procedures for the repair and maintenance of additional types of ACM and PACM are found in Appendix H. A more complete list of O&M Work Practices can be found in a publication from the National Institute of Building Sciences called Guidance Manual: Asbestos Operations and Maintenance Work Practices, September 1992.

The procedures outlined in Appendix B and Appendix H have been developed only to provide guidance to the Asbestos Program Coordinator and Engineering Staff when consulting with asbestos abatement personnel, who would perform all work on ACM or PACM within the property. Company policy prohibits employees from performing these procedures. In rare instances, waivers to this policy may be obtained.

5.1 Material Type, Locations, Friability, Physical Condition, and Recommendations for ACM and PACM

MATERIAL TYPE: Miscellaneous

DESCRIPTION:	Mastic under 12" x 12" Dark Cream Vinyl Floor Tile with Brown and White Streaks
FRIABLE OR NONFRIABLE:	Nonfriable
LOCATION:	Stairwells, telephone and electrical closets on each floor
DESCRIPTION:	White Tape Mastic
FRIABLE OR NONFRIABLE:	Nonfriable
LOCATION:	On fibrous glass duct insulation (painted white) in the Lobby-Level Racquet Club Mechanical Equipment Room
DESCRIPTION:	Fire Doors (Assumed)
FRIABLE OR NONFRIABLE:	Nonfriable
LOCATION:	Throughout the building
DESCRIPTION:	Gaskets (Assumed)
FRIABLE OR NONFRIABLE:	Nonfriable
LOCATION:	On pumps and motors in mechanical areas

RECOMMENDATIONS AND PREVENTIVE MEASURES:

The white tape mastic might be present on fibrous glass duct insulation elsewhere in the facility. The fire doors and gasketing have been presumed to be asbestos-containing, and might not be asbestos-containing in all areas of the facility; therefore, the Asbestos Coordinator should arrange for sampling of these materials to verify the asbestos content prior to significant disturbance. Additionally, abatement in February 2013 on the 12th floor (northeast corner) was conducted by Tidewater, Inc. This document was not available for review.

Disturbance of these previously identified asbestos-containing materials must be done by a Virginia-licensed asbestos abatement contractor. OSHA considers thermal system insulation in buildings constructed prior to 1981, presumed to be asbestos-containing until laboratory analysis proves otherwise. If materials such as these, which have not been previously sampled for asbestos content are encountered, the Asbestos Coordinator should arrange for sampling of these materials to verify the asbestos content prior to significant disturbance.

PERIODIC SURVEILLANCE: See Section 4.4

LABELING: See Section 4.1

RESTRICTED ACTIVITIES: Engineering staff must avoid activities that will damage these materials.

- Do **NOT** cut, saw, sand, abrade, or drill through the material.
- Do **NOT** damage intact material.
- Do **NOT** use an ordinary vacuum or dry sweeper to clean up debris.
- Do **NOT** cause or create excessive air movement (as applicable for interior work areas).
- Do **NOT** use power sanders or chippers.
- Do **NOT** use abrasive pads on power disc strippers.
- Do **NOT** dry buff or dry strip un-waxed vinyl floor tiles (as applicable for floor tiles and mastics only).
- Do **NOT** operate powered floor cleaning or polishing equipment at speeds greater than 300 RPM (as applicable for floor tiles and mastics only).
- Do **NOT** over strip floors (as applicable for floor tiles and mastics only).
- Do **NOT** dry strip floors (as applicable for floor tiles and mastics only).

The potential for asbestos-containing material (ACM) was evaluated based on the USEPA Guidance Document: *Managing Asbestos in Place - A Building Owner's Guide to Operations and Maintenance Programs for Asbestos-Containing Materials* (the Green Book). The Green Book was used as a guide in identifying suspect materials while the definition of suspect ACM and presumed asbestos-containing material is taken from 29 CFR Parts 1910, et al. Occupational Exposure to Asbestos; Final Rule.

**Construction Plan of Action Request Form
Crystal Gateways Complex**

1235 S. Clark Street, 1225 S. Clark Street, 1215 S. Clark Street, 200 12th Street S., 201 12th Street S.

Contractor Instructions:

This form is to be utilized by contractors who need assistance from the building engineering and property management team for drain downs, calling out of the fire alarm system, core drills, etc. Please note that any work requiring after hours service by our engineering team will be charged to the tenant or to the project at \$70.25/hour.

Date of Request: _____

Requested By: _____

Company: _____

Phone Number: _____

Work Start Date: _____

Work Hours: _____

Building & Suite: _____

<p>Summary of Work:</p> <p>Any work that impacts neighboring tenants requires a marked up floor plan showing the exact location of tie in, etc. Please submit with this form.</p> <p>Utilities Impacted: _____ domestic water _____ condenser water _____ electricity</p>
--

Contractor X _____ Date: _____
Signature: _____

Tenant X _____ Date: _____
Signature(after hours _____
work only)

Please e-mail completed form to the appropriate Property Manager, Chief Engineer and Construction Manager **at least 48 hours in advance** of work. **Do not proceed with work unless you receive confirmation from our office.**

Management/Engineering Contacts

Michelle Spruell, Property Manager (Gateway 1 & 2)
Nicole James, Property Manager (Gateway 3, 4 & North)
Rick Herman, Lead Engineer (All)
Dan Green, Chief Engineer (All)
Jill Stuhrke, Portfolio Manager (All)

mspruell@jbgsmith.com
njames@jbgsmith.com
rherman@jbgsmith.com
dwgreen@jbgsmith.com
jstuhrke@jbgsmith.com

Internal Use Only	
PROPERTY MANAGER SIGNATURE:	X _____
ENGINEERING SIGNATURE:	X _____
Date Approved: _____	
Engineer Scheduled: _____	Hours: _____

Insurance Requirements

A. Contractor Insurance

1. The Contractor shall procure and maintain in effect during the term of this Agreement, and as otherwise provided, the insurance coverages described in Section 9 of Agreement. The insurance described shall be placed with insurance companies licensed to do business, and authorized in the state where the work is to be performed. All policies shall be written on an occurrence basis. All insurance required by this Exhibit shall be in form, amounts and with coverage and deductibles satisfactory to Owner, in its sole discretion.

1.1 Policy(ies) must be endorsed to:

(a) Name Owner H STREET MANAGEMENT, LLC, as agent for CESC CRYSTAL/ROSSLYN II, LLC, and their respective parent companies, trustees, members, partners, directors, officers and employees, each of any tier and any master lessor or mortgagee of Owner (collectively "Owner Parties" and individually an "Owner Party") as additional insureds including additional insured status for completed operations, and provide a waiver of subrogation in their favor.

(b) Stipulate that such insurance is primary and is not contributing with, any other insurance carried by, or for the benefit of the additional insureds.

(c) Waive any and all right of subrogation against all of the Owner Parties.

(d) The primary commercial general liability policy cannot contain a self-insured retention in excess of \$100,000 without the written consent of the Owner. Any self-insured retention must be shown on the certificate of insurance.

(e) Contain cross liability and severability of interest endorsements, or a separation of insureds provision acceptable to the Owner.

(f) Provide products liability, premises operations and completed operations coverage, extending for not less than two years after Final Completion of the Work.

(g) Provide personal injury coverage including, but not limited to, false arrest, detention or imprisonment or malicious prosecution; libel, slander or defamation of character, invasion of privacy, wrongful eviction or wrongful entry, harassment of any kind and discrimination.

(h) Provide contractual liability coverage for insured contracts as defined under ISO Form CG 00 01;

(i) Provide Elevator and Hoist liability coverage, as applicable.

(j) Provide coverage for shoring, blasting, excavating, underpinning, demolition, pile driving and caisson work, work below ground surface, tunneling and grading, as applicable.

1.2 [Optional for Contractors without potential pollution exposure] Contractor's **Pollution Liability Insurance**. Contractor's Pollution Liability Insurance (as applicable) for any and all claims for damages due to sudden or accidental pollution in the amount of not less than \$5,000,000.00 per occurrence/aggregate. This insurance shall be maintained for a period of at least three (3) years after final completion of the Work, and shall be further endorsed to:

(a) Name the Owner Parties as additional insureds.

(b) Stipulate that such insurance is primary and is not contributing with, any other insurance carried by, or for the benefit of the additional insureds.

(c) Waive any and all right of subrogation against all of the Owner Indemnitees.

2. **Subcontractors.**

2.1 Contractor agrees that all Subcontractors will be required to obtain and maintain the insurance required of the Contractor hereunder, and in compliance with the terms and conditions of this Exhibit, except that the amount of general liability coverage will be agreed upon by the Owner and the Contractor on a case-by-case basis prior to the start of any work.

2.2 Contractor will require, by contract, which all subcontractors have their commercial general liability and auto liability policies endorsed to name Owner Parties as additional insureds both for premises operations and completed operations/products. Certificates of insurance along with copies of the appropriate endorsements will be sent to Owner, as required below, prior to the start of any work.

2.3 Contractor agrees that it will promptly advise Owner in the event that any subcontractor it wishes to retain is unable to obtain such requisite insurance coverages; Contractor will obtain Owner's prior written approval of any deviations in such insurance coverages prior to entering into a subcontract with such subcontractor.

3. **Terms and Conditions.**

3.1 Simultaneously with execution of this Agreement, the Contractor shall file with the Owner one (1) valid certificate of insurance, including the required amendatory riders and endorsements, evidencing that all required insurance is in force, executed by an authorized representative of the insurance company. Upon written request, the Contractor shall also deliver to the Owner copies of the insurance policies required to be maintained pursuant to this Exhibit. The Contractor shall also deliver to the Owner, within seven (7) days of the Owner's request, a certificate of the Contractor or its insurance agent stating that all premiums due with respect to such required policies have been paid currently and that such policies are in full force and effect, and if required, a copy of the receipt for the payment of premiums. Not later than five (5) days prior to the expiration date of each of the required policies the Contractor shall deliver to the Owner a certificate of insurance evidencing renewal of coverage as required herein, together with evidence of payment of premium satisfactory to the Owner.

3.2 Each insurance policy shall contain a provision whereby the insurer agrees that such policy shall not be canceled or fail to be renewed without at least thirty (30) days (ten (10) days for non-payment of premium) prior written notice to the Owner. Contractor shall notify Owner immediately if the Contractor receives any notice of cancelation or reduction in coverage from its insurers.

3.3 All certificates and endorsements and all notices required pursuant to Section 9 must be sent to the attention of:

Nicole James
njames@jbgsmith.com JBG
SMITH
1235 S. Clark St. Ste. 100
Arlington, VA 22202

3.4 Receipt and review by Owner any other Owner Party of any copies of insurance policies or insurance certificates, or failure to request such evidence of insurance, shall not relieve the Contractor of its obligation to comply with the insurance provisions of this Agreement.

3.5 The insurance provisions of this Agreement shall not be construed as a limitation on the Contractor's responsibilities and liabilities pursuant to the terms and conditions of this Agreement including, but not limited to, liability for claims in excess of the insurance limits and coverages set forth herein.

3.6 All insurance shall be issued by insurance companies with a policyholder "Best's Key Rating Guide" of at least "A" and a financial size of at least "Class VIII". If, at any time during the period in which the Contractor is required to maintain insurance hereunder, the rating of any of insurance carriers is reduced below the rating required, Contractor shall promptly replace the insurance with coverage(s) from a carrier whose rating complies with the requirements.

3.7 Regardless whether Contractor's liability hereunder is or is not covered by insurance, Contractor's liability shall in no way be limited by the amount of insurance recovery or the amount of insurance in force or available or required by any provisions of this Agreement or otherwise by the Overall Contract.

3.8 In the event that Contractor or any of its subcontractors fails to maintain in full force and effect any of the insurance coverages required herein, Owner shall have the right (but not the obligation) to terminate the Contract immediately and/or remove the contractor or subcontractor from the premises until proper documentation has been provided.

3.9 Contractor agrees to accept full responsibility for supplying its own tools and equipment, including ladders and scaffolds, and Contractor represents and warrants that a) all such tools and equipment are (i) designed for the required job; and (ii) properly maintained and in safe operating order; and b) all employees have received proper training in the safe use of all tools and equipment.

3.11 Neither Owner nor any other Owner Party shall be liable in any manner to Contractor or any Contractor Party for any injury or damage to Contractor or any Contractor Party, or their respective property, caused by the criminal or intentional misconduct of third parties. All claims against Owner and any other Owner Party for any such damage or injury are hereby expressly waived.

3.12 Neither Owner nor any other Owner Party shall assume any liability or responsibility with respect to the conduct and operation of the Contractors work in or around the Project site. Neither Owner nor any other Owner Party shall be liable for any accident or injury to any person or persons or property in or about the Project site which are caused by or arise out of the Work or the manner or means in which such Work is conducted or operated, including Contractor's employees, equipment or property at or around the Project site.

END OF DOCUMENT / Insurance Requirements

Certificate of Insurance
201 12th Street S – Gateway North

Before commencing work, and at all times during the job, the tenant's contractor shall maintain all necessary insurance as indicated in **Section 9 of the Agreement**, and provide the Property Manager with a Certificate of Insurance evidencing the required coverage before Tenant/Contractor begins work.

Such insurance shall specifically name Tenant as an additional insured with respect to work to be performed, as well as the following additional insureds within in the "Description of Operations / Locations / Vehicles / Special Items" field:

H STREET MANAGEMENT, L.L.C., as agent for
CESC CRYSTAL/ROSSLYN II, L.L.C.
JBG SMITH Properties

Certificate Holder:

JBG SMITH
1235 S. Clark Street, Suite 100
Arlington, VA 22202

Should you have further questions or concerns, please contact our office at (703) 414-5600.