

## **Building Rules and Regulations for Tenant Alterations**

Work may not begin until all requirements pertaining to the following Rules and Regulations are met by the Tenant and the Tenant is advised in writing by certified mail, by the Property Manager that, (a) that plans and specifications have been approved unconditionally and, (b) that work may proceed.

### **A. GENERAL**

1. Tenant will make no alterations, decorations, installations, repairs, additions, improvements or replacements (which are hereinafter called “Alterations”) in, to or about the premises without Landlord’s prior consent, and then only by the contractors, subcontractors or mechanic approved by the Landlord.
2. Tenant shall, prior to the commencement of any work, submit to the Managing Agent for the Landlord’s written approval, a complete plan of the Premises in which Alterations are to be made. The drawings must show full details and specifications for all of the Alterations.
3. The proposed Alterations must comply with the Administrative Code of the County of Arlington and the Rule and Regulations of the Housing and Development Administration of the Arlington, VA, and any other governmental agencies having or asserting jurisdiction, and with the requirements of the National Board of Fire Underwriters, and other similar organizations and of the Landlord’s insurance companies insuring the Building.
4. No work shall be permitted to commence without Landlord being furnished with an original valid permit with a seal from the Department of Buildings and/or other agencies having or asserting jurisdiction.
5. Tenant shall provide, in writing, a liaison between the general contractor and Property Manager. This liaison will initiate and schedule all requests for additional services of the building and Tenant will accept all charges as invoiced.

6. All demolition, removals, or other categories of work that may inconvenience other tenants or disturb Building Operations, must be scheduled and performed before or after normal working hours and Tenant's contractor shall provide Property Manager with at least 48 hours notice prior to proceeding with such work.
7. All inquiries, submission, approvals and all other matter shall be processed through the Property Manager.
8. Landlord and its representatives may deal with Tenant's architects, or if Tenant has no architect then with Tenant's general contractor, and Tenant shall be bound by the representatives approvals or agreements made or given by such architect or general contractor.
9. All approvals, consents, notices, waivers and agreements of Landlord or Landlord's representatives given or made under or pursuant to these Rules shall only be binding upon Landlord, Managing Agent, or Property Manager if in writing. Tenant shall not rely on any non-written approval, notice, waiver or agreement of Landlord or Landlord's representatives except as may otherwise be expressly provided herein or in the applicable lease. Landlord shall have the sole discretion as to the granting or withholding of approvals or consents required under these Rules and may do so for any reason or for no reason.

**B. PRIOR TO COMMENCEMENT OF WORK**

1. Tenant shall submit to Property Manager a request to perform the work. The request shall include the following enclosures:
  - i) A list of Tenant's contractors and/or sub-contractors and/or mechanics for Landlord's approval.
  - ii) Three complete sets of plans and specifications, including, but not limited to, demolition, construction, HVAC, electric, reflected ceiling, painting and wallcovering finish schedule, hardware schedule, telephone, data, and power, and detailed schedule of electric load required for Tenant's premises. All plans are to be properly stamped and signed by a registered architect or professional engineer.
  - iii) A properly executed Building Notice form or Alteration form; Engineer's statement "B" if HVAC work is to be performed; plumbing specification sheet if any plumbing change is to be performed; Form 10F if any controlled inspection is required.

- iv) Contractor is to adhere to insurance requirement set forth by the Property Manager.
2. All mechanical, HVAC, plumbing, sprinkler, and electrical requirements shall be subject to the approval of Landlord's mechanical and electrical engineers at Tenant's expense. When architectural drawings are incomplete or unclear, Landlord will require engineering and shop drawings, which drawings must be approved by Landlord before work is started. Drawings are to be prepared by Tenant and all approvals shall be obtained by Tenant at Tenant's expense. Tenant also agrees to pay the reasonable charges of Landlord for the review and processing of Tenant's request for approval of Tenant's Alterations of the related plans and specifications.
  3. All demolition shall be supervised by Landlord's representative at Tenant's expense and Tenant shall pay Landlord's or such representative's reasonable charges for such supervision and inspection.
  4. Freight elevator service for construction work shall be charged to Tenant at standard Building rates. Arrangements for elevator use shall be made with Property Manager by Tenant or Tenants Construction Representative within a reasonable time, but no less than 48 hours, in advance of the time they are required and such use shall be subject to prior commitments and the requirements of other tenants and Landlord. No material or equipment shall be carried under or on top of elevators. If an operating engineer is required by any union regulations, such engineer shall be paid for the Tenant.
  5. Infringement, by plumbing or by other Tenant service lines required for Tenant's Alterations, in other tenant's space or any portion of the Building other than the Premises, shall be Tenant's full responsibility to coordinate, and a letter of approval of same for both location and installation from such other Tenants or (in case of public portions of the Building) from Landlord must be obtained by Tenant. In either case Landlord's approval must be received prior to any work being performed. General Contractor and sub-contractor to name (as additional insured) any tenant through which plumbing or service lines pass or penetrate. If shutdown of risers and mains for electrical work, HVAC, sprinkler and plumbing work is required, such work shall be supervised by Landlord's representative at Tenant's expense. No work will be performed in Building mechanical equipment rooms without Landlord's supervision at Tenant's expense. Tenant shall obtain Landlord's approval and must be performed under Landlord's supervision at Tenant's expense. Tenant shall pay Landlord's reasonable charges for Landlord supervision pursuant to this paragraph.

6. Tenant's contractor shall:
  - (i) Have a Superintendent or Foreman on the Premises at all times;
  - (ii) "Police" the job at all times, continually keeping Premises orderly;
  - (iii) Maintain cleanliness and protection of all areas including elevators and lobbies;
  - (iv) Protect the front and top of all peripheral HVAC units, if any, and thoroughly clean their exterior and interior at the completion of work;
  - (v) Avoid disturbance of other tenants.
7. If any person performing Tenant's Alterations damages the Building or any of its equipment or facilities or causes Landlord to do additional work such as cleanup, Tenant shall pay Landlord's reasonable charges for repairing such damage and for such additional work.
8. All equipment and installations must be equal to the reasonable standards adopted by Landlord for the Building. Any deviation from Building standards will be permitted only if requested in writing and approved by Landlord in writing.
9. A properly executed air balancing report signed by a professional engineer shall be submitted to landlord upon the completion of all HVAC work.
10. Upon Completion of the Alterations Tenant shall submit to Landlord a properly executed Form 23 and/or other document indicating total compliance with, and a final approval by the Department of Buildings, of the Building Notice or Alteration Notice.
11. Tenant shall submit to Landlord two copies of final "as-built" set of drawings, one of which shall be a reproducible mylar drawing showing all items of the Alterations in full detail.
12. Tenant shall pay all costs and expenses of complying with the obligations of Tenant and its general contractors and sub-contractors under these Rules.
13. Nothing in these Rules is intended to waive any other obligation or requirements imposed on Tenant in its Lease or in any other agreement or document by which Tenant is bound.

14. Prior to and during construction, Tenant's contractor is to advise the Property Manager immediately upon discovery of asbestos within the area under construction. Contractor is to furnish to the Landlord or his agent immediately, the procedures he will use for the control, removal, disposal, or the encasement of asbestos in accordance with Local Law 76/85 and Local Law 70/85. Tenant's contractor is to also furnish the necessary affidavits, verifying that proper control of the asbestos has been accomplished in accordance with Local Law 76/85 and Local Law 70/85 and is to submit all such documentation to the Landlord or his agent. All work in connection with such testing, removal disposal or encasement of asbestos will be at the Tenant's sole cost and expense.

### STANDARD REQUIREMENTS

#### DRYWALLS

1. All drywall partitions are to be constructed of 3 5/8" steel studs, 16" on center and a minimum of 5/8" thick fire code gypsum wallboard each side, properly taped and spackled.
2. All steel studs shall extend from slab to slab. No drywall is to be fastened to any ductwork or directly to any ceiling tile.

#### ELECTRICAL

1. Home runs shall be indicated on plans. Rigid conduit shall be used throughout, 3/4" minimum size. Thin wall tubing is permitted.
2. Light fixtures shall be Building standard or as previously approved by the Landlord.
3. All conduits shall be supported by standoffs, not wired to ceiling supports. All conduits shall be concealed.
4. All electrical boxes shall meet code requirements.
5. All unused conduit and wiring shall be removed.
6. All wiring shall meet the requirements of the Department of Water, Supply, Gas and Electricity and of Underwriter's Laboratory. No wiring molding shall be permitted.

7. Special Power shall be taken from main distribution board and not from existing Building panels and in any case shall be subject to Landlord's approval.
8. Plans with requirements shall be submitted to Landlord to determine riser capacity.
9. Tenant shall pay for all electrical design and layout costs for related work work.
10. If Tenant's Alterations require amperage or other Building electrical equipment above the Building standard or the amperage or the equipment, then serving the Premises, whichever is less, Landlord shall have the right to refuse to approve Tenant's Alterations. If Landlord is willing to provide additional amperage or electrical equipment it shall only be provided pursuant to a separate agreement to which Tenant shall agree to pay Landlord's charges for providing such amperage and/or equipment including charges for making such amperage available in the Building or bringing such service to the Premises and for the on-going furnishing of additional electric current to the Premises.

#### ELECTRIC METERING

##### A. Sub-Metered Tenant

1. Tenant, at Tenant's sole cost and expense shall install and maintain metering equipment for each electrical service. No work is to be performed until Landlord and/or Landlord's agent and metering company has approved all riser diagrams to be submitted by Tenant.

#### TELEPHONE

1. All Telephone wires shall be concealed in conduit or thin wall tubing.
2. No telephone wire shall run loose in the ceiling or under raised flooring.
3. Telephone wire will be permitted to be run loose in peripheral enclosures only.
4. No telephone wire shall be run exposed on baseboards or walls.

## DOORS

All wood doors shall have a fire rated label. All hollow metal doors shall be properly fire rated if they are located in rated partitions.

## HARDWARE

1. All hardware shall match existing.
2. All locks shall be keyed and mastered to Building setup. Two individual master keys must be supplied to the Building Manager.
3. All hardware must comply with Municipal Codes and Regulations where applicable.

## EQUIPMENT

1. No equipment is to be suspended from the reinforcing rods in arch.
2. Equipment shall be suspended with fishplates through slab or steel beams depending on load and the suspension system shall include vibration isolators.
3. All floor loading and steel work shall be subject to prior approval of the Building's structural engineer. All approvals shall be obtained by Landlord at Tenant's expense. Tenant shall also be responsible for the costs of all controlled inspections by any professional engineers in connection with this work.

## WOODWORK

All work shall be fireproofed and a New York City Affidavit or Certificate must be furnished.

## PUBLIC AREAS

All public areas shall meet Department of Buildings' requirements or requirement of other agencies having jurisdiction.

## HEATING, VENTILATION AND AIR CONDITIONING

1. Tenant shall be responsible for alterations to existing air conditioning ductwork or systems and for insuring that such work is properly integrated into the existing Building systems with no adverse effects on the Building systems. Landlord shall not be responsible for the proper HVAC design within the Tenant's Premises.
2. The entire HVAC system shall be balanced at the completion of the job.
3. Tenant shall furnish design-balancing figures to the Property Manager.
4. All HVAC components shall match existing or shall receive prior approval from Landlord.
5. Landlord will not permit any outside louvers unless the need for them is firmly established, which will be determined by Landlord. The location and design of such louvers shall be subject to Landlord's approval. Detailed sketches of all louvers and samples of material to be used shall be submitted for Landlord's approval.
6. No outside louver or ductwork is to be installed in such a manner as to interfere with the cleaning of windows or the replacement of glass.
7. All peripheral shutoff valves shall be accessible at all times.
8. All unused ductwork shall be removed.
9. All unused equipment, such as air handling units and air conditioning units shall be removed, if so required by Landlord, and moved to a location designated by Landlord.
10. All exhaust fan systems shall be discharged into the atmosphere or designated building system, not into the ceiling or existing Building return air system.
11. At Tenant's expense and responsibility, it will keep in force full service maintenance contract from a qualified service company, for all HVAC equipment in the Premises which serves only the Premises and is not part of the Building HVAC system, including pumps and related controls.
12. Tenant's contractor is to properly administer and maintain paper work required by Environmental Protection Agency and other agencies having jurisdiction over freons.



## PLUMBING

1. No water risers shall be shutdown during building hours, and prior to tapping into risers, Property Manager is to be advised and to approve same with reference to the nature of the exact location and the time that the work is to be performed.
2. All plumbing shall conform to code.
3. All fixtures, unless otherwise approved by Landlord, shall match existing fixtures.
4. No exposed plumbing is permitted.
5. All unused fixtures and piping shall be removed and all unused piping shall be capped at its respective riser with a valve and plug.
6. No plastic pipe will be permitted.
7. All unused fixtures shall be returned to the Landlord at Landlord's request.
8. Landlord's representative shall supervise all riser shutdowns.
9. All run outs from risers shall be brass pipe or as required by Landlord.
10. All hot water lines shall be properly insulated, and where necessary, Landlord may require that cold water lines be insulated.

## SPRINKLER

1. All sprinkler modifications shall be specified on a detailed set of plans and specifications stamped by a professional engineer.
2. All requests for sprinkler shut downs are to be made in advance through the building office. All sprinkler shut downs are to be made after 9 a.m., Monday through Friday. Sprinkler systems must be refilled each day upon completion of each days work. The sprinkler contractor shall remain on the premises until the entire system is refilled and leak tested.
3. Installation of pipe hangers shall be completed before 8 a.m. or after 5 p.m., Monday through Friday.

### FIRE ALARM CLASS “E” ALARM SYSTEM

Modifications of the fire alarm/speakers shall be the responsibility of tenant and are subject to review and approval of Building Management.

New fire alarm devices, if required, must be compatible with Grinnell-Auto Call manufactured equipment.

Final connections to the Class “E” alarm system shall be completed by Landlord and charged to tenant unless otherwise stipulated.

### VENETIAN BLINDS AND CURTAINS

1. All venetian blinds shall be subject to Landlord’s approval.
2. No curtain rods are to be installed in venetian blind pockets.
3. Curtain rods shall not be supported by any part of the acoustical tile. Rods shall be supported by headers attached to the ceiling’s mechanical supports or black iron.
4. If curtains are to be installed by any Tenant, such curtain shall be flameproof and shall not interfere with the proper functioning of any peripheral HVAC system.

### CEILING

1. All ceilings shall meet all requirements of the New York City Department of Buildings.
2. To the extent possible, all acoustical tile ceiling shall match the existing tile ceiling, which is to be retained, if any.
3. All ceilings are to be supported independently and not from ductwork.
4. Tenant’s general contractor must supply the Property Manager with 100 square feet of ceiling tile for future repairs provided that this shall not of itself obligate Landlord to make such repairs nor shall Landlord have any liability to any loss or destruction of such ceiling tiles.