

1861 INTERNATIONAL DRIVE McLEAN, VIRGINIA

TENANT CONSTRUCTION

RULES AND REGULATIONS

**I. PRE-CONSTRUCTION PHASE**

General

The following is a description of policies and procedures that must be followed by all general contractors, subcontractors, vendors, suppliers, etc., when working at 1861 International Drive, McLean, Virginia (the "Building"). These Construction Rules and Regulations must be read by all applicable contractors, vendors, etc., prior to commencing construction so that all parties are familiar with the requirements and limitations that will affect Tenant's construction at Building. Cooperation at the project site between all parties is essential and mandatory. Failure to comply with these rules and regulations will result in back charges to the Tenant's general contractor ("General Contractor") by the Landlord.

Landlord Representative

All interaction, questions, concerns, etc., regarding the project site logistics and these Construction Rules and Regulations should be directed, in writing, to the Landlord Representative as listed below:

Kevin P. Marroquin, CSM Senior Manager, Operations  
1961 Chain Bridge Road, Suite 105  
McLean, VA 22102  
Phone: (703) 893-9401 ext. 224 Fax: (703) 893-2632

**Tenant Representative**

Tenant will designate a Tenant Representative that will be the Tenant contractors main contact for questions/problems at the site. All questions, concerns, etc., regarding the project should first be submitted to the Tenant Representative as Tenant will be hiring all contractors directly. All issues regarding construction details, interpretation of drawings, etc., should be submitted directly to the Tenant Representative.

**Base Building Subcontractors**

The following is a list of pre-approved Base Building Subcontractors performing work on the Building:

	Security Lenel Systems Contact 1861 Management 708-893-9401
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Fire Sprinklers	Virginia Sprinkler Company, Inc. A7708 Fullerton Road Springfield, VA 22153 (703) 569-7010 (Phone) (703) 569-1847 (Fax)
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Livingston Fire Protection, Inc.  
Charles W. Sandlin, Jr. 5150 Lawrence Place Hyattsville,  
MD 20781 (301) 779-4466 Ext. 304 (Phone)  
(301) 277-8263 (Fax) [csandlinjrAlivfire.com](http://csandlinjrAlivfire.com)

**Simplex Grinnell**  
22712 Commerce Center Court  
Suite 114  
Dulles, VA 20166  
(703) 834-3222 (Phone)

**Fire Alarm** Service Solutions Corporation  
1961 Chain Bridge Road, Suite 50 McLean, VA 22102 (703)  
556-0017 (Phone)

Roofing (Zones 6 & 7) Function Enterprises  
7954 Cameron Brown Court Springfield, VA 22153 (703) 569-  
2422 (Phone)

Dumpster Potomac Disposal Services of VA ("PDS")  
(ordered/requested through Landlord  
Representative) 2813 Juniper Street Fairfax,  
VA 22031 (703) 560-8866 (Phone)

Except as otherwise provided in the Lease or reasonably approved by Landlord in writing, Tenant shall only utilize the foregoing pre-approved Base Building Subcontractors for any work relating to their respective disciplines.

**E. Tenant Contractor Requirements**

All contractors must be licensed contractors with good labor relations capable of working in harmony with Landlord's Base Building Subcontractors. If any tenant contractor causes problems on the project site and fails to promptly correct such problems following written notice **from Landlord**, they will be asked **to** vacate the premises. This pertains to specific individuals along with entire **firms**.

All tenant contractors shall abide by all the laws, restrictions, and requirements of all governing agencies, including, but not limited to, the following: city codes, ordinances, building permit requirements, OSHA, NFPA, EPA, etc.

Written approval from the Landlord Representative must be obtained by the Tenant Representative and Tenant's General Contractor prior to the undertaking of any construction work which deviates in any material respect from the Landlord's approved construction documents.

Tenant's contractors shall verify all field conditions and shall have sole responsibility for verification of all dimensions and clear heights within the Premises. The base Building drawings should only be used as a guideline for locating existing field conditions.

Tenant's contractor shall identify all existing damage within the demised Premises and report it in writing to the Landlord Representative.

Landlord will not permit anyone to loiter in the public areas of the Building or in areas where the Tenant's contractors are not working.

Only new or like-new (or new but made with recycled materials) materials, equipment, fixtures, and furnishings shall be used in the Premises.

All wood used on the site shall have the required fire retardant coating or treatment as set forth by OSHA and other governing agencies. No wood or other combustible material shall be used above any ceiling.

Tenant and Tenant's contractors shall not use the name of the Building or use pictures or illustrations of the Building in advertising or other publicity, without written authorization from the Landlord.

Tenant and Tenant's contractors, shall not:

Cook in the Premises

Use the Premises for lodging or for any immoral or illegal activities.

Use the Premises for consuming, or selling, alcoholic or other intoxicating beverages.

Use the Premises for consuming, or selling, illegal drugs or controlled substances.

Bring firearms into the Premises.

**F. Building Permit**

Prior to commencement of construction, the Tenant's General Contractor must obtain all applicable building permits. The building permit must be posted at the job site at all times. Also, a copy of the building permit must be on file with the Landlord Representative prior to commencement of work.

**G. Insurance Requirements**

The General Contractor, prior to the commencement of any work at the project site, current original Certificates of Insurance naming the owner of the Building and all additional insured on each Certificate of Insurance as listed below. The required additional insured may change from time to time as dictated by the Landlord. The General Contractor may have to update the previously submitted Certificates of Insurance if requested by Landlord.

**Required Additional Insured:**

Tysons Corner Property \_TLC

MACW Property Management, LLC

The Macerich Partnership LP

The Macerich Company

The Macerich Property Management Company LLC

The General Contractor shall impose the insurance requirements set forth in the Work Agreement attached as Exhibit B to the Lease upon each of its subcontractors and vendors. The General Contractor is responsible for coordinating all insurance certificates from its subcontractors and vendors. The Certificates of Insurance should be assembled by the General Contractor and submitted as one complete package to the Landlord Representative.

All Certificates of Insurance must properly document the above listed entities or they will be returned for re-submittal.

### **Code Compliance**

All work performed by Tenant's contractors and vendors must be in compliance with all local codes, ordinances, and other governing requirements. Any work found not to be in compliance may be removed by Landlord and re-installed at the contractor's expense, unless the contractor promptly cures such noncompliance following written notice from Landlord. Deviating from the local codes, ordinances, etc., is strictly prohibited.

### **Fire, Life Safety, and Emergency Procedures**

The General Contractor must submit a copy of its fire, life safety, and emergency procedures to the Landlord Representative prior to the commencement of construction. The procedures must dictate the policies the General Contractor plans to implement in case of site emergencies (fire, life safety issues, etc.).

### **Contractor Access to the Site**

Tenant's contractors are to enter the Building through the loading dock area or their designated entry point (as determined by Landlord). Tenant's contractors are prohibited from parking their vehicles in the loading dock area. Unauthorized vehicles parked in and around the Building will be towed away at the expense of the owner of said vehicle.

### **Temporary Signage**

The installation of any temporary signage on, in, or around the Building is strictly prohibited. If any contractor, subcontractor, etc. installs any type of signage around the Building, the signage will be removed at Tenant's expense. Signage within the Premises, behind the glass line, is allowed. Tenant must submit plans for any signage to be installed behind the glass line to Landlord for review and approval prior to installation.

### **Site Security**

The General Contractor is responsible for the security of the project site for the duration of the work. All materials, tools, etc., brought in by Tenant's contractors shall be stored and secured by the General Contractor. Landlord is not responsible in any way for the security of the Premises prior to, during, and after construction. The General Contractor is responsible for submitting the proper keys to access the Premises, in case of an emergency, to the Landlord Representative.

### **Pre-Construction Meeting**

A pre-construction meeting with the Landlord Representative must be scheduled by Tenant prior to the commencement of any work on the site. This meeting should include the General Contractor, job superintendent, and the Tenant Representative. At this pre-construction meeting, the following items must be submitted to Landlord. The General Contractor cannot commence work at the project site until all proper documentation is submitted.

Copy of the Building Permit.

List of names, phone numbers, facsimile numbers, and pagers for all personnel working on the project site from the General Contractor.  
List of all subcontractors, vendors, material suppliers, etc., along with a contact name, phone number and facsimile number for each company.  
Copy of the construction contract between Tenant and the General Contractor.  
Copy of the project construction schedule.  
Originals of all required Certificates of Insurance from the General Contractor and all subcontractors,  
Fire, life safety, and emergency procedures.  
Security keys for emergency access.  
A 55,000 deposit to ensure payment of any damages to the Building during construction. The deposit may be paid through Tenant's improvement allowance, and will be returned promptly upon completion of any punch list items and other close-out requirements (less cost of damages where applicable).

This required information must be submitted in an organized format at the time of the pre-construction meeting. Sending the information separately in a "piece meal" fashion is not acceptable. Tenant's contractors **cannot** mobilize or commence construction on the project site until this critical information is submitted in its complete form to Landlord.

#### **N. Landlord's Rights**

Landlord has certain rights pertaining to the operation of the Building while Tenant is constructing its space. These rights are listed in the Work Agreement attached as Exhibit B to the Lease. A copy of these restrictions should be obtained by each contractor from the Tenant Representative. Landlord has the right to halt or delay any work in the Building, or remove any individual or company from the Building, if Landlord determines that work or such individual or company fails or refuses to comply with the Work Agreement or these Rules and Regulations.

## **II. CONSTRUCTION PHASE**

### **Construction in Adjacent Spaces**

Tenant's contractors shall not use any base Building spaces (corridors, etc.) or adjacent tenant spaces for performing their construction work or staging materials. All work must be done within the Premises. If access is required into any adjacent area for coring, under floor piping, etc., formal arrangements must be made through the Landlord Representative. Tenant will be responsible for any additional cost required by Landlord for security personnel, repair of damages, restoration cost, etc. which is necessary to monitor or repair the adjacent areas.

### **Storage of Materials**

All building materials must be stored within the Premises. Storing of materials in service corridors, common areas, vacant tenant spaces, etc., will not be permitted. Flammable and/or hazardous materials are not to be stored within the Building. Any necessary flammable and/or hazardous material must be used and removed the same day. Failure to comply with these regulations may result in immediate removal of all materials by Landlord at the expense of the General Contractor.

## **Utilities**

Base Building utilities will be supplied to the Premises. The cost for obtaining additional power or other utilities above the base Building services will be Tenant's responsibility and must be coordinated through **the** Landlord Representative.

## **Temporary Water**

Temporary water is available at the site. The General Contractor must coordinate access with the Landlord Representative.

## **MEP Shut Downs**

If the General Contractor requires a shut down or temporary service interruption for a base Building MEP system (fire protection, electrical service, water, etc.), the General Contractor must notify the Landlord Representative at least 72 hours in advance for coordination purposes.

## **Rubbish Removal**

Landlord will designate a dumpster location at the Building. The General Contractor will be responsible for bringing all rubbish to the dumpster area and placing it into the designated dumpster box. All food waste and other debris that may cause safety hazards, odors, or any other Building problem must be removed on a daily basis.

Landlord will control the removal and replacement of the designated dumpster box. No other dumpster boxes will be allowed at the Building without the Landlord's prior written consent. Each tenant doing work in the Building will pay a pro-rated cost for their use of the dumpster box,

## **Cutting and Patching**

All cutting and patching of the concrete floors and base Building walls requires written approval from the Landlord prior to the commencement of any work; provided however, Landlord's prior approval shall not be required if the same is contemplated by the Approved Plans (as described in Schedule 4 of the Work Agreement), but the General Contractor must notify the Landlord Representative at least 72 hours in advance for coordination purposes. The General Contractor will be responsible for any damage that has been caused to existing conduit, wiring, piping, etc., in or below the Premises. All floor penetrations shall be properly sleeved, fire stopped, flashed and caulked so that odors or liquids will not penetrate the concrete slab. All fire ratings must be maintained.

Tenant's contractors shall use only properly grounded saws with water connections for any Landlord approved wet sawing of the concrete floor. Tenant's contractors are responsible for containment of water within the premises and for any water damage caused by this work. Arrangements must be made with the Landlord Representative before any floor penetrations are made. A safety person from the General Contractor must be stationed below the floor when penetrations are cored.

## **H. Base Building Structure**

No welding to the base Building is allowed. All attachments to the base Building structural system, other than normal ceiling suspension and light framing, must be submitted, reviewed and approved by Landlord prior to commencement of work. Any alterations, additions or

reinforcement to the base Building structure to accommodate the work shall not be performed without prior written consent from Landlord.

**f. Fire Alarm System**

Upon installation of Tenant's fire alarm system, the system must be tested by the local Fire Marshal. Tenant shall be responsible for any fees associated with such testing.

**Fire Extinguishers**

The General Contractor must furnish and maintain the required fire extinguishers within the Premises during the entire construction period in accordance with OSHA requirements.

**After Hours Access**

All Tenant contractors desiring after hour access to the project must schedule this access 48 hours in advance with the Landlord Representative. Advance notice must be requested and the proper paper work executed prior to any contractor working in the Building after normal working hours. Failure to conform to these regulations will result in removal from the site. The General Contractor will be financially responsible for all costs incurred by Landlord for enforcing these site restrictions. The normal working hours are specified in the Work Agreement attached as Exhibit B to the Lease.

**Clean Up**

All dust and debris coming from the Premises into any adjacent space, common area, service corridor, etc., must be removed every day by the General Contractor. All spaces under construction must remain broom swept at all times. Failure to comply with this regulation will result in the removal of debris by Landlord at the General Contractor's expense.

**Protection**

All base Building architectural elements and MEP systems must be adequately protected from damage by the General Contractor during the entire construction process. Any damage and the associated repair costs to the base Building elements will be the responsibility of the General Contractor.

**N. Fires**

All fires, no matter how small, must be reported immediately, in writing and via phone call, to the Landlord Representative. Failure to do so will result in immediate removal from the site.

**O. Safety**

All tenant work shall comply with the latest edition of all applicable codes, ordinances, and governing agencies as it especially relates to safety practices including, but not limited to, the following: OSHA, Chicago Building Codes, National Fire Protection Association ("NFPA"), Underwriters Laboratories ("U.L."), and the Environmental Protection Agency ("EPA").

**Accident Reports**

All on-site accidents must be formally documented by the General Contractor and reported in writing, to the Landlord Representative within one (1) day of the accident.

**Loitering**

There will be no loitering in and around the outside of the project site during Lunch, break, and any other times contractors and personnel are at the job site. Please confine the non-work time breaks to within the Premises.

### **Weekly Job Meetings**

All contractor meetings must be held within the Premises or off site. Meetings cannot be held in common areas, loading dock, or other areas in and around the project site.

### **POST-CONSTRUCTION PHASE**

#### **Substantial Completion**

Tenant shall notify landlord not less than ten (10) days prior to the substantial completion date to coordinate a punch list inspection of the space. During this punch list inspection, Tenant will demonstrate that all systems are in good working order and the project site is free and clear of debris, materials, etc.

#### **Certificate Of Occupancy**

Tenant must procure, prior to occupancy, a non-residential use permit or other such documentation as required from Fairfax County, and submitted to Landlord promptly following Tenant's receipt.

All debris created by Tenant's contractors must be completely removed from the project site prior to Tenant's first day of business. Any remaining debris from Tenant's construction, stocking, or move-in operation will be collected and disposed of by Landlord at the Tenant's cost.