

## **MONTGOMERY EXECUTIVE CENTER BUILDING WORK RULES**

### **POLICY**

**All contractors, consultants and vendors working in the Building must comply with the Building Work Rules. These Rules establish a specific standard of performance for all contractors, consultants and vendors working in the Building. No additional enforcement notifications will be given. Any party deviating from the Building Work Rules will be subject to removal from the Building and termination of agreement.**

### **BUILDING WORK RULES**

These Building Work Rules are access and construction rules to be followed by contractors, designers and vendors who require access to the Building or who will be designing or installing work in the Building.

Any references to Building Management refer to the Property Manager.

Contractor means general contractor and/or its subcontractors and suppliers doing construction or related work in the Building either directly for the Building Owner or for the Property Manager or Tenant.

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

1. All space plans, final drawings and engineering or design/build drawings must have the expressed written approval of The Property Manager prior to beginning construction.
2. Architectural, mechanical, plumbing, fire/life safety, and electrical as-built drawings must be forwarded in an electronic CAD format (.DWG). As-builts shall be accompanied by an air balance report, confirming the HVAC system balanced within 10% of design criteria, a copy of the re-labeled electrical panel schedule and all other record documents required by the Contract Documents.
3. Existing as-builts, backgrounds or suite documentation issued by the Property Manager are intended to assist only and are not to be solely relied on without verification by the contractor, consultant or vendor.
4. All contractors, subcontractors and suppliers must submit Releases of Liens form with each request for payment. Payments will not be made until all complete and accurate Releases of Liens are received, and retention will not be released until all contractors, subcontractors and supplier have submitted Final Unconditional Releases of Liens to the Property Manager.

5. The Property Manager, prior to the cost being incurred must approve all activities and changes that may result in a cost to The Property Manager in writing. Claims for additional costs for activities or changes not previously approved by The Property Manager will be disqualified and rejected without payment.
6. The Contractor shall be held responsible for its subcontractors' and suppliers' actions in all cases. The Property Manager or other personnel will not be responsible for directing subcontractors or liable for any acts or omissions of a subcontractor in the event some direction is given in the absence of the General Contractor.
7. The Property Manager, prior to work commencement, will approve all contractors and subcontractors.
8. Before any hazardous materials are utilized or delivered into the Building, Contractor shall notify the Property Manager in writing and submit the all MSDS sheets to building and other required paperwork to be kept on file at the Building. Storage locations will be approved by the Property Manager in advance of delivery. Contractor is responsible for providing information to workers regarding all hazardous materials and substances used or introduced by the Contractors, including their potential hazards.
9. All contractors providing work in the Building must sign a Work/Construction Agreement, if working directly for The Property Manager, or must be party to a construction agreement with a tenant in the Building on a form of contract acceptable to The Property Manager. If a conflict exists or arise between Building Work Rules and The Property Manager Work/Construction Agreement, the Agreement shall prevail.
10. All requests for after-hour authorizations will be sent in writing to Building Management at least forty-eight (48) hours in advance. (No-call in authorizations)
11. A copy of the construction permit, the construction schedule and a list of subcontractors shall be submitted to the Property Manager prior to construction. A certificate of insurance showing general liability and worker's compensation for each subcontractor and for the General Contractor listing "Madison Marquette (as Agent for Owner), and Montgomery Center Investors, LP and their respective partners, agents and employees as additional insured's. This certificate indicates that a waiver of subrogation is in effect." shall be delivered to the Property Manager prior to commencement of work.
12. Any damage caused to the Building by the Contractor, including but not limited to the doors and freight elevators, will be repaired by the Contractor as directed by Owner. Owner reserves the right to remedy the defects at the Contractors expense if the work is not acceptably corrected with two (2) weeks of written notification.
13. The Contractor shall insure that all utility services (electrical, HVAC, etc.) to each separate tenant suite will be provided specifically for each specific suite. No shared services will be accepted. When splitting an existing electrical service, the Contractor

must restore the adjacent tenant's service to a condition acceptable to the Property Manager. Separate metering must be provided as required by the Working Drawings.

14. The Contractor shall notify the Property Manager at least forty-eight (48) hours in advance of completion of construction. A walk-through and punch list shall be made on each project before final payment will be considered.
15. All new, existing and relocated equipment and devices shall be easily accessible (i.e., not blocked by new or existing construction).
16. The contractor shall arrange a pre-job walk-through with the Property Manager, and all on-site staging areas must be approved in writing by the Property Manager. Weekly progress meetings will be held. The Contractor shall conduct and issue minutes for weekly progress meetings which will be attended by Property Management representatives.
17. Welding and burning with an open flame will not be allowed without prior approval of the Property Manager. When welding or burning is allowed, it shall comply with all applicable codes. All necessary permits must be obtained, and a fire extinguisher must be provide within twenty-five (25) feet of welding or burning that is allowed. It shall comply with all applicable codes.
18. All lock changes shall require prior written notification by the Contractor to Building Management and must comply with established building specifications.
19. The Contractor shall coordinate the timing of installation of common area finishes with the Property Manager and due respect shall be given to the convenience of tenants on the floor.
20. Nothing will be screwed into existing metal Building components.
21. The lamps in all fluorescent fixtures shall follow the Building Standard in color and wattage unless previously approved by Property Manager.
22. No changes to the window coverings on the perimeter will be accepted.
23. No improvements will be accepted that would alter the Building's appearance from the exterior or from the Building common areas.
24. All Building Standards must be adhered to when shown or indicated on the Working Drawings.
25. The Contractor must provide the Property Manager with written notification forty-eight (48) hours prior to needing access to an occupied area. The Property Manager will notify the Tenant and then provide direction to the Contractor.

26. The Contractors will only be allowed access to the floors and/or suites on and in which they are working. Access to adjacent suits and to other floors in the Building is prohibited without the Property Manager's and tenants prior written approval.
27. No odor causing or noisy activities will be performed from 7 a.m. to 8 p.m. which could have an adverse effect on tenants (i.e., drilling, spray painting, any paint using an oil base or lacquer, etc.). After-hours work may be allowed with the Property Manager's consent and prior written notification. The Contractor shall verify in advance that after-hours work can be done.
28. The Contractor shall notify the Property Management forty-eight (48) hours prior to commencing any work which may cause objectionable noise or odors so that management can notify surrounding tenants in an appropriate amount of time even if work is performed after regular business hours.
29. 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 will be suspended at the direction of the Property Manager at his/her sole discretion.
30. 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.
31. Debris removal shall proceed according to the attached Building Information Sheet.
32. Debris boxes shall be identified with Contractors name to eliminate contractor confusion.
33. The Contractor must provide for the daily removal of all trash and debris created during the course of construction. All Contractors must schedule the delivery of trash containers with the Property Manager. At no time are the Building trash compactors and/or dumpsters to be used by the Contractor. The Property Manager assumes no responsibility for the Contractor's trash containers. Trash shall be contained within the Contractor's trash containers which should be emptied on a regular basis and never allowed to overflow or otherwise remain outside of the required container.
34. All areas the Contractor or its subcontractors work in must be kept clean. All suites that contractors work in shall have construction dirt, dust and debris removed prior to completion inspection. This final cleaning includes cleaning of all window sills, inside of perimeter windows, light diffusers, HVAC grills, cabinets, sinks, etc.
35. The Contractor is responsible for ensuring job site safety. This includes safety for the work force as well as anyone entering the construction area. The Contractor shall provide protection and barricades as required to ensure personnel safety and shall strictly comply with OSHA at a minimum.

36. Use of the loading dock will be limited to the building hours of operation time periods on the Building Information Sheet.
37. Use of freight elevator will be limited to the building hours of operation and will be restricted by the scheduling restraints placed by the Building Management.
38. Contractors shall **not** use passenger elevators at any time.
39. Construction materials and equipment shall not be staged or stored in any area without prior written approval of the Property Manager.
40. Protection and clean-up of existing finishes in common areas and freight elevator shall be performed by the Contractor to the satisfaction of the Property Manager. The Contractor shall provide adequate matting/protection for all Building finishes. Walk off mats shall also be provided and cleaned periodically by the Contractor. Methods and times of protection shall be submitted in writing to the Property Manager for approval.
41. Restroom use by Contractor personnel is 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. Restrooms on multi-tenant floors shall daily be kept clean and free of construction debris and dirt by the Contractor during construction.
42. The clean-up of construction tools and equipment will be confined only to the janitor closet. All janitorial, electrical and telephone closets utilized by construction should be cleaned and free from construction debris after the construction is complete. No paints, thinners, drywall compound, or hazardous material will be poured down the drain.
43. 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 sills, all light fixture lenses, all HVAC grills, cabinets and sinks. The Contractor must also vacuum the floor, including edge vacuuming, as a part of its work.
44. Food and related such debris shall not be left in the suite under construction or anywhere else in the Building at any time.
45. The Contractor shall maintain cleanliness throughout the Building, and no cluttering or blocking of hallways, exits, elevator lobbies, electrical closets or loading docks is allowed.
46. Contractor shall provide the following Contractor's expense:
  - a. Parking for Contractor and Contractor's employees' vehicles, if required.
  - b. "After-hours" elevator service.
  - c. Security service as may be required to perform work.

- d. Protection and restoration of all finished surfaces to remain (i.e. carpet, glass, aluminum, ceilings, wall covering, paint, hardware, etc.).
  - e. Any after Hours HVAC Service.
47. The Contractor shall notify the Property Manager in writing and obtain Manager's written approval at least forty-eight (48) hours prior to any interruption of Building services. The Contractor will be responsible for damages arising out of loss of Building services, including power, due to its actions and the actions of its subcontractors.
48. All work on Building Life Safety Systems (smoke detectors, sprinklers, fire full stations, fire doors) will be monitored by the Building Engineer. Prior to occupancy, the Contractor will demonstrate to the Engineer's and/or Property Manager's satisfaction that the Life Safety Systems are functioning properly. Building Management to Approve Fire/Life Safety Contractor.
49. All work that may activate, deactivate or alter any smoke detector(s), fire door(s), sprinklers, electronics, fire protection or life safety systems shall require prior written notification to the Property Manager. Such work shall not commence until the Property Manager's written approval has been obtained for both timing and scope of work.
50. The Contractor shall protect drains to prevent clogging and shall clear all drains which have become clogged during construction.
51. The Property Manager and/or the Building Engineer will inspect all HVAC work. The following procedures shall be observed by the Contractor:
- a. A preliminary inspection of the HVAC work in progress shall be scheduled through the Property Manager prior to the installation or re-installation of the ceiling grid.
  - b. A second inspection of the HVAC work in progress shall be scheduled through the Building Engineer and shall take place with the attendance of the HVAC contractor's air balance engineer and the Building Engineer. This inspection shall take place when the suite in question is ready to be air-balanced. All diffusers will be balanced within 10% of design criteria.
  - c. The Building Engineer will inspect the construction on a periodic basis.
52. The location of all thermostats and diffusers shall be verified with Building Engineer prior to their installation.
53. The Contractor shall verify furniture plans and be responsible to mount thermostats away from file cabinets, shelves, etc. to allow good air flow.
54. Supply/return air shall be balanced by the Contractor and shall not affect entry or interior door operation.

55. Electrical panel schedules must be completely replaced and dated, identifying all new circuits. All new panel schedules shall be typewritten.
56. All electrical outlets and lighting circuits shall be properly identified. Outlets shall be labeled on the back side of the cover plate.
57. Doors to suite, equipment and electrical rooms shall not be left open when the Contractor is not present. On no door can the door closer arm be propped open or detached. Any electrical closet that is open with the panel exposed must have qualified Contractor personnel present at all times.
58. The Contractor must contact the Property Manager for identification of unused conduit which is to be removed as a part of the Work.
59. All VAV's/Baseboard HVAC equipment to be wrapped/covered at all times during construction.
60. All Transfer ducts between Tenant Space and Common or any Breach of a Firewall shall have fire dampers w/links not to exceed 160 degrees F.
61. X-ray all deck core drills; must be completed by 6:30 am.
62. Noise Ordinance: Contractor shall follow the Montgomery County Noise Ordinance. No admittance to the loading dock area after-hours.
63. See Operational Acceptance on following list:

Contractor to accept the following as operational prior to beginning construction.

- VAV's
- Baseboard Heaters
- Balcony Doors
- Windows
- Janitors closets
- Mecho Shades
- Electric rooms
- Mechanical rooms
- No trouble on Fire panel
- Freight elevator area
- Bathrooms
- Duct Insulation

## BUILDING INFORMATION SHEET

BUILDING: MONTGOMERY EXECUTIVE CENTER

ADDRESS: 6 MONTHOMERY VILLAGE AVENUE, GAITHERSBURG, MD 20879

### PROPERTY MANAGER

CONTACT: Paul Dufresne  
PHONE NUMBER: 202-503-1816  
EMERGENCY NUMBER: 202-819-6395

ENGINEERING TECH: Walter Carcamo  
ENGINEERS HOURS: 6:00 A.M. – 2:30 P.M. MONDAY - FRIDAY  
ENGINEERS PHONE NO.: 202-503-1800  
EMERGENCY NUMBER: 301-412-4352

- LOADING DOCK  
LOCATION: ADJACENT TO NORTH ENTRANCE
- FREIGHT ELEVATOR  
LOCATION: MAIN LOBBY
- MAXIMUM WEIGHT: 3,000 lbs.
- DEBRIS BOXES  
LOCATION: SCHEDULE WITH BUILDING

### MANAGEMENT OFFICE

- HOURS OF OPERATION: 7:30 A.M. – 5:30 P.M. MONDAY - FRIDAY  
Except Holidays