



Tenant Alterations Requirements

Table of Contents

- I. Building Info.....1
- II. Introduction.....2
- III. General Guidelines.....2
- IV. Submission of Drawings.....3
- V. Filing Requirements.....4
- VI. Construction Rules & Regulations.....5
- VII. LEED Procedures & Strategies.....13
- VIII. Insurance Requirements.....15
- IX. Building Contacts / & Approved Contractors.....18

Appendixes

Exhibit A – Tenant HVAC Controls Specifications

Form 1 – Acknowledgement of Rules & Regulations

Form 2 – Acceptance of Premises for Improvement

Form 3 – Contractor Contact Information

Form 4 – Sub-Contractor List

Form 5 – Pre-Construction Checklist

Form 6 – Building Finishes & Standards



I. Building Information

Building/Tenant address:

756 West Peachtree Street NW
Atlanta, GA 30308

Parking Deck Entrance:

- Building parking deck entrance is located on 4th Street

Loading Dock:

- The loading dock entry is located on Armstead Place, NW.
- Overhead clearance is 14'

Structure:

- Level 1
 - 6" slab; intermediate beams
 - Post tensioned beams running east/west, no post tension in slab
- Levels 2- 21
 - 8" Two-way unbonded post tension slabs
 - Drop heads around each column and beams throughout floors
- Floor to floor height – Levels 5 to 20: 12'-6"
- Bottom of intermediate mullion – Levels 5 to 20: 9'-10" above slab
- Request structural drawings from Landlord prior to design

Service Elevators:

- Service Elevator 1
 - Serves levels LL5 – 21
 - Weight Limit: 4500 lbs
 - Dimensions:
 - Door Height: 8' – 0"
 - Level LL2 Door Header @ 6' – 11"
 - Door Width: 4' – 0"
 - Cab Width: 5' – 8 ¾"
 - Cab Depth: 8' – 1"
 - Cab Height: 10' – 0"



- Service Elevator 2 - Retail
 - Serves levels: LL2 and L1
 - Weight Limit: 4,500 lbs
 - Dimensions:
 - Door Height: 7' – 0"
 - Door Width: 4' – 0"
 - Cab Width: 5' – 8"
 - Cab Depth: 7' – 9 ½"
 - Cab Height: 8' – 3 ½"

II. INTRODUCTION

The following guidelines apply to new Tenant construction as well as Tenant alteration work. They have been formulated for the following purposes:

1. To assist Tenants in understanding the proper methods and procedures for the performance of construction activities within the Building.
2. To maintain integrity of the architectural, structural, electrical, mechanical and fire-safety systems of the Building.
3. To ensure all work is performed in accordance with all governing laws, safety requirements and in a workman like manner.
4. To protect the rights of other Tenants.

The Landlord reserves the right to modify these guidelines from time to time as may, in their sole judgment, be required to preserve the integrity of the Building's structure and systems, and to ensure the safety and quiet enjoyment of the occupants of the Building.

III. GENERAL GUIDELINES

1. Tenant shall ensure that all proposed alterations, decorations, installations, repairs, improvements and/or replacements (which shall hereafter be called "Alteration(s)", and which are sometimes referred to as "Tenant's Work" in the Lease) comply with the Administrative Code of the City of Atlanta and all other laws, codes, ordinances, rules and regulations promulgated by all governmental agencies having jurisdiction over such Alterations, including, without limitation, the Americans with Disabilities Act.
2. Tenant shall ensure that all Alterations are performed in accordance with all applicable provisions of the Lease. Only where the Lease is specifically more restrictive does the Lease supersede these guidelines.



3. Tenant shall ensure that all proposed Alterations comply at minimum with the Building Standards and Specifications.
4. Tenant shall ensure that all proposed Alterations are properly designed to serve Tenant's needs, while remaining in full conformity with, and not adversely affecting, any Building systems.
5. All proposed Alterations are to be performed by a general contractor and sub-contractors that have been previously approved by Landlord to perform work in the Building. Refer to the Building's "List of Approved Contractors" for a complete listing.
6. Prior to the start of the Alteration, Tenant shall submit to Landlord a complete list of Tenant's general contractor, all sub-contractors, vendors business name, email address, business address, contact, phone number, fax number and 24-hour emergency number including the required insurance documents, signed Indemnification and Hold Harmless Agreements, and Buildings Work Permits.
7. All proposed Alterations or improvements are to be submitted to Landlord representative for review and approval. Landlord reserves the right to withhold its consent of any Alteration due to Tenant's non-compliance of any rule, regulation, requirement or guideline contained in this Exhibit or in the Lease.
8. Landlord's approval or disapproval of any proposed Alteration shall in no event change or modify any provision of the Lease.
9. Tenant shall only use materials and employ labor that will not result in any labor difficulty or interruption of Landlord's operation of the Building.
10. If any part of Tenant's Alteration is improperly or inadequately performed or incomplete in any manner, Landlord shall have the right to perform all necessary corrective work at Tenant's cost and expense.
11. Landlord reserves the right to stop the progress of any Alteration that is not being performed in strict compliance with the terms and conditions outlined herein, or, which in Landlord or their representative's opinion, presents a risk of property damage or injury.

IV. SUBMISSION OF DRAWINGS

Tenant shall submit for Landlord's review and written acceptance, complete architectural and engineering drawings, including but not limited to mechanical, electrical, plumbing, sprinkler and structural drawings which fully detail all aspects of the proposed Alteration as follows:

1. Complete set of signed and sealed Architectural and Engineering drawings submitted electronically utilizing both AutoCAD and PDF format.



2. All revisions and final "As-Built" drawings are to be provided in PDF format and AutoCAD 2004 format or newer.
3. All drawings submitted for Landlord's review must be prepared, signed and sealed by Tenant's registered architect and professional engineer, licensed to conduct business in the State of Georgia.
4. Tenant's drawings must include details of connections to all Base Buildings systems and must be accompanied by a statement outlining the total electrical and mechanical loads.
5. Landlord reserves the right to refer Tenant's drawings to Landlord's consulting engineers for review. All costs incurred by Landlord for any such review, acceptance and/or inspection of Tenant's Alteration shall be reimbursed by Tenant.
6. Tenant shall provide Landlord, for Landlord's review and written acceptance all revised, modified and/or additional drawings issued in the course of the Alteration, in the quantities and format outlined in (1.) above.
7. Landlord's review and acceptance of Tenant's drawings is for consent purposes only and is not a review for compliance with any law, ordinance, code or insurance requirement, nor a review of the adequacy of Tenant's design. No such acceptance or comments shall constitute a waiver of the obligation that the Alteration complies with all governmental laws, codes, rules, regulations, or the terms and conditions outlined in this section.
8. Landlord's acceptance or denial of the Alteration or required revisions to and re-submission of Tenant's drawings which incorporate Landlord's comments shall in no way be construed or considered a delay caused by Landlord.
9. Upon the completion of the Alteration, Tenant shall provide Landlord a complete set of final project "As-Built" drawings in the quantities and format outlined in (1.) above.

V. FILING REQUIREMENTS

1. Prior to the commencement of the Alteration, Tenant's architect or other representative designated by Tenant, shall file all drawings relative to Tenant's Alterations with the appropriate local Buildings and governmental agencies having jurisdiction thereof.
2. Tenant shall pay the cost of all filing and permit fees necessary to secure all required approvals and permits from Buildings and governmental agencies having jurisdiction thereof.
3. No Alteration shall commence without a Buildings work permit. Copies of all Buildings approved applications, permits and drawings are to be submitted to Landlord prior to the start of the Alteration. A copy of all permits and inspection sign-off cards shall be kept at the jobsite.



4. All work shall comply with all rules, regulations, codes, laws and ordinances of the city, state and federal governmental agencies having jurisdiction, including without limitation, those relative to the Americans with Disabilities Act.
5. Upon the completion of the Alteration, Tenant shall submit to Landlord, copies of all final signoffs, controlled inspection reports and final reports of all other governmental agencies having jurisdiction thereof.

VI. CONSTRUCTION RULES & REGS

Following are Rules and Regulations for Tenants, Contractors and Vendors involved with alterations, construction or retail tenant improvements work at Coda.

A. PRIOR TO COMMENCEMENT OF CONSTRUCTION

1. Tenant Improvement Interior Construction Plans:

Landlord review and acceptance of Tenant plans must be completed prior to the construction of any Tenant space. Adequate time, but no less than one business week, shall be provided for review and corrections per Tenant's Lease Agreement. Landlord reviews are for obvious violations of lease restrictions and design elements that conform with or detract from base building parameters. Landlord's review does not involve or concern governmental requirements or regulations. Tenant shall be responsible for design elements for the operation of their business, any systems installed by tenant, and meeting all Governmental Codes and Regulations. Tenant's design team should take special precautions to review the structural restrictions that may be involved with core drilling, saw cutting, or modifying the structural elements of the building.

2. Tenant Signage Construction Plans:

Tenant is to submit suite signage that meets the existing standard of the Tenant Signage Criteria to Landlord for review and approval prior to releasing signage for fabrication. Adequate time shall be provided for review and corrections. Landlord's review is for consistency with lease requirements and adherence to Tenant Signage Criteria package. Landlord's review does not involve or concern governmental requirements or regulations. Tenant shall be responsible for meeting all Governmental Codes and Regulations.

3. Core Drilling Plan:

This building has post tension cables installed every 6" in both directions, on each level. Tenant shall scan and submit a detailed core drilling or saw cutting plan to the Landlord indicating all floor penetrations for review by GPR and the structural engineer. This work MUST be approved in advance



of work commencing on any planned core or penetration. Refer to base building information on page 1 to determine the thickness of slab and structural detail. Plans shall include a photo of each penetration location showing scan grid lines, the center lines of all cores, penetrations, diameter (no cores over 4"), and/or any other structural modifications that are anticipated and must be dimensioned from the grid lines of the building. Include layouts for all trades on one set of plans. Plans should include opening sizes and lengths and the method and materials for sealing the penetrations proposed. Layout will need to be plus or minus 1/4" of the proposed hole or cut location. Tenant is responsible for coordinating the proposed locations with the existing structure and with any in slab utilities. Approval of the plans by the Landlord's structural engineer does not relieve the Tenant from responsibilities for any damage that may occur to structure, utilities, or other.

The floor will need to be scanned by GPR or ultrasound prior to coring of any holes to locate any post tension cables or conduits that may be present in the slab. **ANY ITEM HIT OR CUT IN THE SLAB WILL BE THE TENANT'S SOLE RESPONSIBILITY FOR REPAIR AND RESTORATION, EVEN IF LOCATION HAS BEEN APPROVED BY STRUCTURAL ENGINEER.**

Base Building Structural Engineer
KSI Structural Engineers
1450 South Johnson Ferry Rd
Suite 200
Atlanta, GA 30319

Prior to disposal, all core plugs are to be retained for examination by the building Engineering staff, to ensure no post tension cable or conduit nicks occurred.

No X-Ray equipment, nor any other radioactive scanning method, may be used to determine existence of cabling or conduit within slabs without prior authorization of Management and full implementation of all applicable safety standards and precautions relevant to this type of testing. X-Ray or radioactive scanning will only be allowed after normal business hours.

4. Mandatory Preconstruction Meeting:

A pre-construction meeting shall be held with the Owner/Landlord on site at least one week prior to start of Construction. The meeting will need to be scheduled at least one (1) week in advance.

5. Plans On-Site:

A full copy of plans approved by Owner/Landlord and the City of Atlanta Building Department must be posted at the job site at all times, including an approved core drilling or saw cutting plan, as approved by the Owner's/Landlord's structural engineer.

6. Documents Required for Construction and Billing:

The following documents are required prior to any construction work:



- a. Certificates of insurance verifying coverage as specified in the lease agreement and construction contract and as specifically outlined in the section titled Vendor and Contractor Minimum Insurance Requirements located on page 14. No contractor will be permitted to do any work until the required insurance is on file in the Owner's/Landlord's office.
 - b. The following additional insureds are to be named in the insurance endorsements: HSRE-Portman Tech Square, LLC, PH Tech, LLC, Portman Management LLC, Portman Holdings, LLC, JPMorgan, Chase Bank, NA, its Successors, or Assigns, their officers, employees, agents and others as required by written contract.
 - c. Building Permit — All permits (Building, Mechanical, Electrical, Plumbing, Fire, etc.) issued by the City of Atlanta must be posted at the job site at all times. Copies must be filed with the Owner/Landlord prior to the start of construction. All permit cards with final signatures of all City inspectors and a certificate of occupancy must also be submitted to the Owner/Landlord immediately after construction is completed and prior to occupancy of Tenant space. A valid Certificate of Occupancy must be presented to the Owner/Landlord prior to Tenant occupancy.
 - d. A progress schedule or bar chart showing the work schedule and anticipated completion of the space. As conditions change during construction, an updated progress schedule or bar chart shall be submitted.
 - e. A 24-hour emergency phone number for the general contractor and GC superintendent shall be posted at the entry point of the job site.
 - f. A complete list of subcontractors and suppliers, with contact name, number and trade.
 - g. Contractor shall provide to building management copies of Safety Data Sheets (SDS) meeting the Globally Harmonized Standard for Labeling of Hazardous Materials for all potentially hazardous materials (paints, glues, polishes, solvents, etc.) in accordance with the Hazard Communication Program, 29 CFR 1926.59. A copy of this program and associated SDS will remain on the jobsite until completion.
 - h. Fire Sprinkler Plans approved by the City of Atlanta.
 - i. All attached forms must be signed and turned in to the Landlord's representative before any work begins on the job site.
7. The following must be submitted to Landlord/Owner with each periodic billing:
- a. Pay Application signed by contractor and approved by Tenant and Tenant's architect.
 - b. Interim lien waivers for all current billing from general contractor and all sub-contractors.
 - c. Final Lien waivers for previous month's billing amount from general contractor and all sub-contractors. Current billing will not be funded until all unconditional waivers from the previous billing have been received.

B. CONSTRUCTION



1. Work Hours & Site Rules:

Building operation hours are from 8:00AM to 6:00PM, Monday through Friday and 8:00 AM until 1:00 PM on Saturday. General construction activities are permitted during the normal business operation, however, all noisy work must be completed before or after business hours, to avoid disruptions of existing tenants. The following must be done after normal business hours:

- a. Drilling, coring or cutting of concrete floor slab or any concrete or metal structural member.
- b. Any work where machine noise or vibration may disrupt normal office procedures.
- c. Any staining/varnishing that will create odors.

Contractors are required to follow site rules established by the Owner/Landlord. Landlord/Owner reserve the right to temporarily stop work due to disruption to neighboring tenants. All contractors and all service personnel shall always enter and exit the building through the loading dock after clearance is granted by dock Security.

There is one (1) Freight Elevator that services the office towers. Labor and Material loading-in is on first come, first serve basis. It is highly recommended that you reserve the freight through the Management Office for use before 8am or after 6pm for any of these services. Contractors are required to follow site rules established by the Owner/Landlord. Landlord/Owner reserves the right to temporarily stop work or deliveries due to disruption to neighboring tenants.

Restrooms on the service level (LL2) by loading dock service level entry only are designated for Contractor use. Restroom entry is available by checking out key from Dockmaster security officer. Anyone found using restrooms other than those specified will be dismissed. Placement of any temporary facilities will be at Landlord's discretion and approval prior to placement.

All Contractors are required to place requests through Owner/Landlord at least 48 hours in advance. Please e-mail: propertymanagement@codatechsquare.com for more information.

2. Project Safety:

These rules are applicable for all tenant premises, construction areas, public areas, and the surrounding construction site:

- a. All contractors, subcontractors, suppliers, etc., must adhere to the applicable OSHA standards.
- b. These rules require the proper safety precautions such as work boots or hard sole shoes (no tennis shoes) and exclude wearing of short pants while on the job site. Safety vests & hard hats are required at all times.
- c. Cloth or other type face coverings are required in accordance with current CDC guidelines in all building common areas and public spaces.

3. Designated Fire Alarm & Sprinkler Contractor:



Due to the critical life safety aspect of the fire alarm / fire sprinkler system, the building requires that any programming work for the building fire alarm system be coordinated with and approved by **Mitec**. Contact information for **Mitec** can be found on the subcontractor list at the end of this document. The Building Office must be notified by Tenant/contractor prior to performing any work on the fire alarm system to avoid any false fire alarms during construction. It is the Tenant's contractor's responsibility to coordinate with building operations staff to ensure the building and/or devices are taken off-line and/or covered during the time of construction to prevent false alarms. The contractor must have a written fire watch procedure. At the end of each day of construction, any covered devices must be cleaned and returned to service. Any disconnected devices must be returned to service at the end of each day.

Fire Alarm & Fire Sprinkler contractors must coordinate with base building selected contractor for FA panel tie-in & testing, related to installations into Tenant Spaces. Tenant is responsible for Tenant contractor to contact and secure service from Landlord's selected vendor and to pay all related costs. All sprinkler work must be pre-approved.

All work to be done on the sprinkler system requires a 48-hour notice to the Property Management Office. There are special requirements for draining of fire sprinkler systems, which must be coordinated with building operations staff. A **sprinkler impairment permit** must be obtained from the building Engineering office each morning that sprinkler work is to take place. The sprinkler impairment permit must be placed at the location of the sprinkler zone shutoff while work is underway. On completion of work, the permit is to be returned to the building Engineering office by the sprinkler subcontractor who is to remain with the Engineer through the restoration process to ensure systems reset normally.

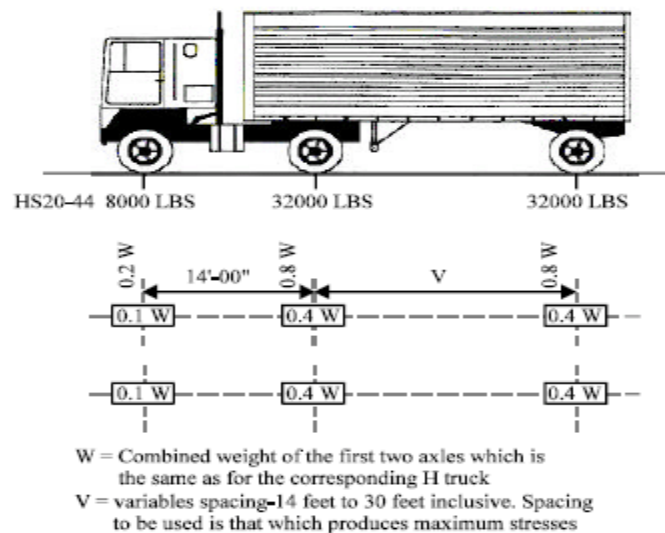
4. No one is permitted to use the janitorial closets (for any reason) without Management's permission. Upon completion of each tenant improvement project, the Contractor will be responsible for restoring the facility to its original state.
5. No work is to be performed, nor materials stored, in any area other than the suite under construction without prior written authorization from Property Management. No staging of trucks or materials will be allowed in the loading dock or in areas which may affect traffic flow to the adjoining areas of the building. No material or debris of any type may be left in the Areas of Refuge unattended.

6. Trash Removal:

Contractor is responsible for the removal of construction debris. Contractor should prepare a trash removal plan for approval by the Landlord, as there is limited space for debris bins/dumpsters. The compactor and recycling bins on site are for Tenant office use only so please refrain from dumping construction debris at any time. Any fees incurred due to unauthorized materials dumped inside the dumpsters or compactors will be billed back to Tenant and its Contractor.

7. Access Routes and Material Deliveries:

- a. Loading zones shall be kept open for deliveries whenever possible. Parking in driveways, fire lanes, and loading zones is strictly prohibited. Delivery vehicles must be completely unloaded and moved out. Unattended parked vehicles in Loading Zones will be tagged and or towed at the expense of the Tenant.
- b. All material deliveries shall be made at the loading/service docks and utilize the freight elevators. All deliveries consisting of bulk material must be made between the hours of 7:00 pm and 7:00 am Monday – Friday or anytime on the weekends and must be scheduled with the Management Office. At no time will material be transported through the building lobby or public areas unless specifically authorized in writing by Property Management.
- c. Rubber wheels are required on all hand trucks, dollies, floats, or any other conveyance or vehicle, transporting materials in the Building interior.
- d. Maximum truck configurations used for deliveries within the building loading dock area are not to exceed the limits shown below:



- e. Primary off-loading location is accessible from the monitored loading dock off Armstead Place. All vehicles will be required to check-in daily with security on site.
- f. The loading dock is a NO IDLE zone! Engines must be turned off while making deliveries or pick-ups.
- g. Access and deliveries through the common area or the main public entrances is not permitted.
- h. All materials, fixtures, equipment or furniture received on-site for a Tenant Contractor must be immediately placed in the Tenant's space. Storage of such materials in public areas, service corridors, Areas of Refuge, or unloading areas will not be permitted. Any such materials found outside the Tenant's space will be disposed of at Tenant's expense.



- i. Pallet jacks are not allowed above level LL1. Materials delivered on pallets must be broken down prior to being placed on the building freight elevator for delivery to tenant floors.
- j. Advanced planning and coordination of all deliveries is imperative for coordination with ongoing work. Please schedule deliveries with the Property Management Office at least 48 hours in advance.

8. Clean-up:

It is the contractor's responsibility to maintain the work area in a neat and orderly manner. The work area includes any area beyond the immediate space where work is occurring or where traffic has occurred while implementing the work. If Owner/Landlord has to clean any public areas due to construction mess/debris, all associated costs will be billed to Tenant.

9. Roof:

Access to the roof is generally not allowed for Tenant's contractor. If access is needed for any reason it must be coordinated through Landlord.

10. Abuse Violations:

The use of any alcoholic beverage, any drug defined substance and all items that can be termed weapons (excluding construction tools, i.e., power activated tools) are absolutely FORBIDDEN on any part of the construction site. Violators will be removed at the discretion of the Owner/Landlord.

11. Construction Parking:

Limited employee/work truck parking is available in the parking structure and will be subject to current market parking rates. On-site parking is a privilege and not a right; availability cannot be guaranteed on site at all times. Contractor shall be solely responsible for his/her own parking and the parking of his/her subcontractors and suppliers. Contractor should prepare a construction vehicle parking plan with Owner's/Landlord's representative.

12. Additional Construction Policies:

- a. No pets are allowed.
- b. Loud noises, particularly those created by the use of jackhammers, rivet guns and grinding equipment, shall not be used during regular business hours without Landlord's prior permission. Landlord reserves the right to temporarily cease certain types of loud work if it is causing a disruption to other tenants.
- c. Work that produces odors shall be completed outside of Work Hours only with Landlord's prior permission. Work producing odors during approved hours must provide adequate ventilation



and have approval of Landlord. Landlord reserves the right to temporarily cease certain types of odor producing work if it is causing a disruption to other tenants.

- d. Due to the fact this is a Class "A" facility, radio noise levels will be strictly enforced. If radios are used during construction, the volume must be at a level which does not allow the noise to extend beyond the construction space
- e. Hours of building operation shall be 8:00am to 6:00pm, Monday – Friday, 8am – 1:00pm Saturday, closed Sunday and Holidays (see Section B.1.). Depending on location of construction and occupancy of building, Landlord may allow construction during regular operating hours. Permission must be granted by Landlord and can be revoked if there are disruptions. Any additional cost incurred by contractor if required to work after hours due to violation of any rule shall be at the sole cost of the Tenant and not the Owner/Landlord.
- f. Security of materials and tools is the responsibility of the Tenant and all contractors. Landlord/Owner is not responsible for the loss of any materials, tools, etc.
- g. The uncontrolled release of water from tenant installed plumbing water supply lines shall be regulated by installation of a flood stop device at each supply line branch within the tenant space to provide positive domestic water supply shutoff to the tenant space in the event of a leak or device failure. This device shall be hardwired into an available 120V circuit within the tenant space. The device shall fail secure (water supply OFF) in the event of loss of power. Sensors for use by the device shall be placed at a minimum in each water heater pan and beneath each breakroom sink within the tenant space. These devices shall require a manual reset in the event of activation.
- h. No gasoline-operated devices, i.e., concrete saws, coring machines, welding machines, etc., shall be permitted within the building premises. All work requiring such devices shall be by means of electrically operated substitutes.
 - A. Devices powered by propane are acceptable if equipped with exhaust muffling systems and adequate ventilation for removal of Carbon Monoxide is provided.

13. Supervision:

Contractor shall provide a full-time supervisor or representative on site at all times when construction is being performed. Contact and mobile phone information shall be provided to Landlord at the commencement of work, posted at work site entry point, and maintained for duration of work.

14. Utility Damage/Repair:

Contractor and/or Tenant will be responsible for disruption and/or damage to existing utilities or any other building system or service that may pass through the construction area. This includes, but is not limited to, electrical conduit that may be embedded in concrete floors.

15. Floor/Wall Penetration:



Owner's/Landlord's approval of a core drilling or saw cutting plan shall not relieve contractor from responsibility for damage to the existing building's property due to penetration, core drilling, or saw cutting of the floor slab. Contractor shall coordinate with Owner/Landlord when any core drilling or saw cutting is attempted and provide a watchman in that specific area below the area where the core drilling will occur for the duration of such work. It is the contractor's responsibility to provide protection of affected locations. Tenant's contractor shall repair any damages incurred by core drill/saw cutting/penetrations immediately. If damage is not repaired, Owner/Landlord will complete repair and bill Tenant for all associated costs.

Appropriate fire stop material shall be used to close all gaps or unused cores in floors, and all openings in fire rated walls. If a 2nd generation or later space renovation, existing cores or wall penetrations from previous occupant that are unused by new lease holder shall be filled or repaired to achieve appropriate fire rating.

All floor penetrations shall be properly sealed with material specifically manufactured for fire barrier and fire-retardant properties. Cores on concrete decks will be sealed with concrete or pour-stone to meet or exceed original specifications.

16. Temporary Facilities:

Contractor is responsible for providing its own temporary facilities. Temporary toilets will be at Contractor's sole cost & expense, with location to be determined by Landlord's representative.

17. Welding:

Any welding performed in the premises requires a fire watch in effect during and four (4) hours after the completion. Fire extinguishers must be on site. National Fire Code shall be adhered to at all times. Under no circumstances will welding, cutting, or soldering be permitted during a sprinkler shut down. All hot work must be pre-approved. All hot work requires a 48-hour notice to the Property Management Office.

Prior to any hot work being performed, the general contractor and their sub shall apply for a hot work permit from the building Engineering department. A new permit is required for each date and location where work is to be performed. The hot work permit must be displayed in the area during the effective time and then returned to Engineering on completion.

No hot work may be performed in the construction area during an active sprinkler impairment activity.

18. DAS:

Tenant is responsible for maintaining the integrity of the in-Building Distributed Antenna System (DAS).

- a. A DAS has been installed in the Building, required by code and for the benefit of all Tenants.
- b. The DAS includes antennas through and/or above the ceiling, connect by coaxial cable, splitters and other components.



- c. Prior to any demolition or construction project, Tenant shall coordinate with the Property Management Office at least thirty (30) days before work is scheduled.
- d. Proposed floor plans should be submitted to the Property Management office for radio frequency (RF) review as soon as possible, before scheduling construction.
- e. Tenant is responsible for any changes, additions, or repairs needed to maintain the integrity of the DAS as a result of demolition or construction project.

19. Keys:

Tenant is responsible for keying plan inside Premises but must coordinate with Owner's/Landlord's representative to ensure that all doors are keyed to LL keyway.



If Tenant occupies full floor and requires mag locks on stairwell/freight area doors, then a manual override key switch must be Landlord approved and installed, at Tenants expense, to support Emergency Access.

- i. Suite entrance and egress doors from common corridor, secured by mag locks, shall have a key override working off the building GGM key installed on a common corridor wall adjacent to the main entry door.

20. Shades

Tenant is responsible for shade installation but must install building standard shades.

Mfg: Hunter Douglas Architectural
Manual
E Screen 7505: Openness: 5%
Color: Charcoal / Charcoal

21. Owner's/Landlord's Punch List:

Upon completion of construction, the Contractor is to contact the Owner's/Landlord's representative to arrange an on-site review and punch list walk of the construction area, common areas adjacent to the construction area and the areas used for access with Base Building stakeholders (Portman Architects, Design Architects, GC, Tenant and Facilities, Etc). It is the contractor's responsibility to make any and all repairs to damaged common areas. If contractor does not make said repairs, Landlord will complete the work and bill tenant.

22. Contractor's Responsibility



It is the responsibility of the Contractor to ensure that all construction personnel and subcontractors are familiar with and abide by the above described rules and regulations. Landlord has the right to stop work in progress for violation of the above rules and regulations.

23. Appearance of Workers

Tenant's contractors and their subcontractors, delivery personnel, service providers, etc., are to maintain a business-like demeanor and professional appearance at all times. Persons creating a disruption in any manner will be removed from the property.

Construction personnel shall always maintain the highest level of project cleanliness. All construction debris shall be removed through the service elevator or stairs daily and must never become a fire hazard. If the Contractor fails or refuses to keep the demised premises free of accumulated waste, the Management Office reserves the right to enter said premises and remove the debris at the Contractor's expense. In addition, all building core and public areas, i.e., corridors, rest rooms, janitor's closets, mechanical and electrical rooms, etc., shall be maintained and kept free of construction debris, dust, etc. Any flammable or hazardous materials (i.e., paint) may only be stored on premises in flame resistant containment with permission of the Management Office who shall designate an area for such storage.

24. Arch Flash Study

Any changes to electrical distribution systems within the facility can have a significant impact on the results of the building Arc Flash Hazard Analysis. Equipment added to these systems as part of the project are to be incorporated into the buildings current Arc Flash Hazard Analysis utilizing **NFPA 70E: Standard for Electrical Safety in the Workplace**, and **IEEE Standard 1584 Equations and Standards**. At a minimum, safe approach distances, hazard risk category, and personal protective equipment (PPE) requirements for each location are to be determined, appropriate labeling affixed to each device added as part of this project, and the building single line diagram is to be revised (labeling to be approved by building engineering). This analysis shall be performed by a Professional Engineer licensed in the State of Georgia, and a letter or certificate attesting to the analysis shall be delivered to Landlord bearing the Registered Professional Engineer stamp.

25. 24/7 Supplemental HVAC Units

An electrical submeter and BTU meter are required for all supplemental AC units to monitor Tenants electrical and chilled or warm water consumption, including energy used by water circulating pumps for supplemental or tenant comfort systems. Location of submeters shall be coordinated with Building Engineer. Electrical submeter connection will be through the base building Siemens energy metering system utilizing Siemens SEM3 Meter Modules Catalog # US2:SEM3HAMETER. Contractor, at their expense, shall utilize Siemens for programming of energy metering modules into base building panels.

26. HVAC



All connections to base building warm water or chilled water supply and return risers for use in comfort cooling/heating systems shall be equipped with BTU meters with connection to the building control BMS for monitoring of load conditions. Contractor shall use building preferred controls system providers for all connections to the building BMS at their expense.

Tenant design shall incorporate base building conditions under all contingencies. Pumps for warm water and/or chilled water circulation are to be installed to ensure positive circulation under all conditions sufficient for customer supplemental or comfort systems to operate correctly. Pumps shall be sized to provide enough head to overcome building system pressures and flow to ensure positive flow rate under all conditions for proper tenant equipment operation.

All points must be brought into EntroCim building platform using Landlord preferred contractor and text based and floor graphics are required for the BMS.

Pre-filters shall be installed over all return air openings on floors under construction. If building filters or equipment requires replacement or cleaning due to construction dust, the Contractor will be charged.

The Contractor shall cover air transfers when working in the building to control the transmission of dust and dirt. Covering must be removed at the completion of construction. Keep all tenant entrance and exit doors closed to restrict the movement of dust or dirt. Close off temporary openings with polyurethane. All HVAC filters in fan rooms, fan coil units (FCU), or terminal units shall be delivered in operable condition at time of completion. Seal any open area (curtain wall type) between tenant occupied space and construction space with visquene. The construction of the "temporary separation" will be in such a manner that it will provide a separation to minimize dust and odors that could be recirculated into the occupied space.

See Exhibit A for additional HVAC details and requirements.

27. Test and Balance

Tenant's design consultant shall verify existing base building HVAC system can accommodate Tenant's requirements with no modification requirements for base building systems in its design or operation. Contractor to verify supply/return and transfer locations and relocate as necessary to provide enough circulation throughout space. Landlord makes no guarantee upon acceptance of tenant furnished designs and drawings as to the viability of the design. Contractor to provide specifications on anticipated load requirements on building HVAC systems when submitting designs for Landlord review. Tenant Contractor to ensure T&B reports are provided to property management and building engineering prior to tenant move-in.

28. Asbestos Containing Material (ACM), or Presumed Asbestos Containing Material (PACM)



The General Contractor and any/all subcontractors will be required to follow all rules, regulations and guidelines as set forth for the handling of all Asbestos Containing Materials (ACM) and any Presumed Asbestos Containing Material (PACM's). (29 CFR Part 1910.1001 and 29 CFR Part 1926.1101)

29. Indoor Air Quality (IAQ) and Target Emissions Standards

Target Emission Standards are derived from a product's chemical emission rate such that it will not produce a building air concentration in excess of levels acceptable to Landlord. These Target Standards are expressed in terms of predicted building air concentration in micrograms per cubic meter (ug/me) for specific pollutants in accordance with the test conditions established as a part of this pollutant specification. The Landlord Target Emissions Standards are:

1. 60 ug/m³ of formaldehyde (CHOH)
2. 500 ug/m³ of total volatile organic compounds (TVOC)
3. 50 ug/me of total particles
4. 6.5 ug/me 4-phenylcyclohexene (4-PC) *(for carpet with butastylene backing only)
5. Any pollutant regulated as a primary or secondary outdoor (ambient) air pollutant should meet an emission rate standard (30-days post installation) that will not generate an air concentration greater than that promulgated by National Ambient Air Quality Standard (U.S. EPA, Code of Federal Regulations, Title 40, Part 50) under specified conditions.
6. Any pollutant not specifically mentioned in items 1, 2, 3, or 4 above should meet an emission rate standard (30-days post installation) that will not produce an air concentration level greater than 1/20 the Threshold Limit Value (TLV). Refer to the Industrial Workplace Standard (American Conference of Governmental Industrial Hygienists, 6500 Glenway, Bldg D-7, Cincinnati, OH 45211) at the anticipated loading in the building within 30 days of installation under specified conditions.

The designer, builder, product manufacturer, vendor, contractor, installer, and the tenant all share in the responsibility for providing building materials that promote acceptable IAQ. It is expected that the manufacturer of any product be in a position to provide specifications and characteristics that describe the potential impact their product may have on the building's IAQ. Building management reserves the right to exclude any materials it justifiably feels are inappropriate or will not satisfy IAQ guidelines.

30. Construction personnel are not permitted to block open stairway, mechanical room, public restroom, freight elevator landing, janitor closet, electrical room, or any other doors opening to tenant areas. These doors provide the fire protection required by code. Continued violation of this provision will result in postponement of the project until corrected. Janitorial doors shall be kept closed at all times on occupied tenant floors. GC may not prop open or detach door closer arms



on Exit (fire) doors, building entrance doors, freight elevator doors, or doors to occupied tenant spaces, nor shall they cause to be defeated any door hardware intended to securely lock or latch the door when closed.

31. Contractor shall provide temporary electrical devices within the demised premises for their Sub-contractor's use. Contractor will not be permitted to run extension cords through public space on occupied floors or through occupied tenant spaces.
32. Landlord reserves the right to inspect work, stop work and/or have a worker removed from the job at any time during the contract for violation of any rule or guideline within this document.
33. Energy Metering and Lighting Control

Lighting control shall be through the base building Lutron lighting control system for all tenant areas. Overrides, if requested by tenant, shall be placed at their direction and programmed for a maximum 2-hour period. Lighting loads shall be monitored through the building Siemens energy metering panels, with modules installed and programmed by Siemens at contractor expense.

34. Energized Electrical Work

No electrical work shall be performed on energized electrical conductors, equipment, or circuit parts subject to the specific exceptions and required approvals as described herein. This standard is applicable to Landlord employees and third-party contractors, subcontractors, and consultants engaged by Landlord as agent to the Client/Owner as well as tenant contractors engaged by tenant.

With the exception of certain diagnostics and testing activities that can be authorized by the Chief Engineer, all requests to perform energized electrical work must be submitted for review by the Chief Building Engineer and Contractor must receive written approval prior to commencement of work.

If a Contractor requests an exemption to perform work on an energized basis under NFPA 70E 130.2(A) and 29 CFR 1910.333 (a)(1), documentation must be submitted by the Contractor in accordance with this policy. The request for exemption must be signed by the Chief Building Engineer, then reviewed and approved in writing by the Director of Property Management.

35. CODA is a NO SMOKING facility! No tobacco smoking, chewing, electronic (Vapor) cigarettes of any kind are permitted on the property, including plaza and seating areas.

C. TENANT OCCUPANCY



1. Move-in:

Tenant shall not move into the premises until City of Atlanta provides a Certificate of Occupancy for the suite.

2. Compliance Paperwork & Items:

Tenant/Contractor shall deliver the following to the Owner's/Landlord's representative within ten (10) days of completion of tenant improvement work or opening for business whichever comes first. Review is conditioned by the terms of the Tenant's lease and these rules for project construction.

- a. Copies of all approved permits with final signatures (building, fire, health, etc.)
- b. Unconditional lien releases from all contractors, subcontractors, and suppliers.
- c. Copy of approved sprinkler shop drawings.
- d. Copy of as-built plans in both electronic and hard copy, to include CAD.
- e. Copy of operations and warranty manuals.

VII. LEED PROCEDURES & STRATEGIES

Water Efficiency

WEp1 and WEc3, Water Use Reduction

The maximum allowable fixture flush/flow rates for any tenant-provided plumbing fixtures are as follows:

- Lavatory Faucets 0.1 gpm (0.5gpm flow with 12 second timer)
- Kitchen Faucets/sinks 1.0 gpm
- Showerheads 1.5 gpm or less
- Water closets 1.1 gallons per flush or less
- Urinals .125 gallons per flush or less

Energy & Atmosphere

A. EAp2 and EAc1, Optimize Energy Performance

Any electrical or mechanical systems which are installed shall be compliant with ASHRAE Standard 90.1-2007 as a minimum and shall meet or exceed the efficiency and performance of the Building standard equipment as provided in the current base Building design. The Tenant shall demonstrate and document compliance to all mandatory and prescriptive requirements therein; optionally, the tenant may perform a detailed Appendix G energy model simulation to demonstrate to the Landlord efficiency greater than the minimum required by the Standard. These systems shall be similar to existing Building systems, except where improved efficiency or performance can be demonstrated to and accepted by the Landlord.

All tenant lighting designs must meet or exceed ASHRAE Standard 90.1-2007 requirements. These requirements include:



- Maximum allowable lighting power density of 0.8 watts/square foot;
- Required lighting controls:
 - Occupancy sensors in classrooms, conference/meeting rooms, employee lunch and break rooms, storage Rooms > 100sqft, and Computer rooms > 100sf. All open area and public space lighting will need to be tied to a central time-of-day programmed lighting control panel so that all lighting (besides emergency egress lighting) has some form of automatic shutoff.
- Daylighting controls for lights in perimeter offices and/or zones

B. EAp3, Fundamental Refrigerant Management and EA4, Enhanced Refrigerant Management

- Any future AHU/RTUs/split (Dx units) must comply with the following refrigerant requirements:
- Zero CFC-based refrigerants in new Base Building HVAC&R and fire suppression systems.
- Total refrigerant impact per ton has to be less than 100 lb/ton of refrigerant as calculated in LEED C&S v2009 EA4.
- Small HVAC units (defined as containing less than 0.5 pounds of refrigerant) and other equipment, such as standard refrigerators, small water coolers and any other cooling equipment that contains less than 0.5 pounds of refrigerant, are exempt from the calculation above.

Indoor Environmental Quality

A. IEQp1, Minimum Indoor Air Quality Performance

Meet the minimum requirements of Sections 4 through 7 of ASHRAE Standard 62.1-2007, Ventilation for Acceptable Indoor Air Quality (with errata but without addenda).

B. IEQp2, Environmental Tobacco Smoke

No smoking allowed anywhere in building or on building grounds except in designated smoking areas that are a minimum of 25 feet away from all entrances, openings, and air intakes and are clearly marked as such with building-provided signage.

C. IEQc1, Outdoor Air Delivery Monitoring

Any spaces built out by the tenant which exceed an occupant density of 25 occupants per 1,000 sf shall be provided with carbon dioxide monitoring and associated control tied into the building's EMS.

D. IEQc3, Construction IAQ Management Plan, During Construction

Develop and implement an IAQ management plan for the construction and preoccupancy phases of the building as follows:

- During construction, meet or exceed the recommended control measures of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guidelines For Occupied Buildings Under Construction, 2nd Edition 2007, ANSI/ SMACNA 008-2008 (Chapter 3).
- Protect stored on-site and installed absorptive materials from moisture damage.
- If permanently installed air handlers are used during construction, filtration media must be used at each return air grille that meets one of the following criteria below. Replace all filtration media with



a minimum efficiency reporting value (MERV) of 8 as determined by ASHRAE Standard 52.2-1999 (as amended or superseded) immediately prior to occupancy.

- Filtration media with a minimum efficiency reporting value (MERV) of 8 as determined by ASHRAE Standard 52.2-1999 (with errata but without addenda')
- Filtration media is Class F5 or higher, as defined by CEN Standard EN 779-2002, Particulate air filters for general ventilation, Determination of the filtration performance
- Filtration media with a minimum dust spot efficiency of 30% or higher and greater than 90% arrestance on a particle size of 3—10 ug

VIII. INSURANCE REQUIREMENTS

Vendors and Contractors shall procure and maintain, at their expense, during the term of the contract or work performed, the following insurance coverages, subject to Portman Holdings, LLC's approval.

Note: If subcontractors are used, the contractor must require subcontractors to meet the same insurance requirements.

LIABILITY COVERAGES

Commercial General Liability Insurance:

- \$5,000,000 Per Occurrence
- \$5,000,000 Products/Completed Operations Aggregate
- \$5,000,000 General Aggregate
- \$1,000,000 Personal Injury & Advertising Injury Liability

Coverage is to include:

- Premises/Operations Liability
- Products/Completed Operations Liability
- Contractual Liability
- Broad form property damage including completed operations liability
- No exclusions pertaining to demolition, excavating, collapse, underground work and blasting
- Completed operations coverage, if applicable, to be continued for 10 years or applicable maximum state statute of limitations for property damage after acceptance of work under contract
- Liquor liability coverage, if the contractor or vendor is in the business of selling or serving alcoholic beverages, otherwise host liquor liability coverage
- Coverage written on an Occurrence form basis

Auto Liability Insurance:

- \$1,000,000 Per Accident
- Coverage is to include:
 - Owned, leased, hired and non-owned vehicles used by or on behalf of the vendor or contractor



Workers' Compensation/Employer's Liability:

Workers' Compensation — Statutory Employer's Liability:

- Bodily Injury by Accident - \$1,000,000 per accident
- Bodily Injury by Disease - \$1,000,000 policy limit
- Bodily Injury By Disease - \$1,000,000 per employee

Excess General, Auto and Employer's Liability Insurance:

- \$5,000,000 Per Occurrence
 - Coverage is to be provided on a following form basis

Other Liability Insurance Requirements:

The General Liability, Auto Liability and Excess Liability policies shall name as additional insureds all entities in the chain of ownership of the property, including:

HSRE-Portman Tech Square, LLC

PH Tech, LLC

Portman Management, LLC

Portman Holdings, LLC

JPMorgan, Chase Bank, NA

All other entities in which Portman Tech, LLC has an interest or is a member, which entities have an interest in the property.

The above policies (except Workers' Compensation/Employer's Liability) shall be endorsed so they are primary and non-contributing with insurance available to Portman Tech, LLC and the other additional insureds as referenced in A. above.

The above policies (except Workers' Compensation/Employer's Liability) shall include a cross liability or severability of interests' clause.

The above policies (except Workers' Compensation/Employer's Liability) shall:

- include a waiver of subrogation by insurers in favor of the property owners, or
- provide the vendor or contractor permission to waive recovery rights against the property owners, in which case the contract with the respective vendor or contractor should include a waiver of recovery rights by such party in favor of the owner entities as referenced in A. above.

PROPERTY COVERAGES

All Risk Replacement Cost Property Insurance:

Contractor or vendor shall provide "All Risk" Property Insurance on materials, supplies, equipment, apparatus and any other property of the contractor or vendor located, used, or stored at the site in which Portman Tech, LLC has an ownership interest.

The Property Insurance policy shall:



- include a waiver of subrogation by insurers in favor of the property owners, or
- provide the respective vendor or contractor permission to waive recovery rights against the property owners, in which case the contract with the respective vendor or contractor should include a waiver of recovery rights by such party in favor of the owners of the property.

Applicable to All of the Above Coverages:

- Required insurance is to be placed with an insurance company rated A- VII or better by A.M. Best.
- The above policies shall be endorsed to provide 30 days prior written Notice of Cancellation or Non-Renewal (10 days for non-payment of premium) to Portman Tech, LLC.
- The contractor or vendor shall be required to provide an ACORD certificate of insurance as evidence of compliance with the insurance requirements, which certificate is to include copies of any required policy endorsements.

XI. BUILDING CONTACTS & RECOMMENDED CONTRACTOR LIST

| Company / Title | Name | E-Mail | Phone/Cell |
|--|-----------------|--|----------------|
| Portman Holdings Sr. Property Manager | Heather O'Toole | hotoole@codatechsquare.com | (404) 920-2501 |
| Portman Holdings Chief Engineer | Michael Knox | mknnox@codatechsquare.com | (470) 701-5303 |
| Portman Holdings Asst. Chief Engineer | TBD | | |
| Portman Holdings Asst. Property Manager | LaTaina Smith | lsmith@portmanholdings.com | (404) 920-2502 |
| Portman Holdings Director of Security | Tom Boyette | tboyette@codatechsquare.com | (404) 920-2503 |



Coda - Sub Contractor List

Revised: 03.06.23, mk

| ITEM OF WORK | NAME OF COMPANY ADDRESS | CONTACT NAME | EMAIL ADDRESS | TELEPHONE NUMBER(S) |
|--|---|--------------------|--|---------------------|
| BMS | CMS Controls | Eric Diaz | eric.diaz@cms-controls.com | 678-384-5591 |
| | Hepta/EntroCim | Jeremy Houck | jhouck@heptasystems.com | 810-689-0500 |
| HVAC Mechanical | McKenney's | Rick Rife | rick.rife@mckenneys.com | 404-557-6438 |
| | Legacy Mechanical Services | Brian Manus | brianmanus@legacyservices.com | 770-432-1171 |
| | MaxAir | Rick Taylor | rtaylor@maxair.com | 770-714-9646 |
| Electrical | Cleveland Electric | Jeff Vines | JeffV@clevelandgroup.com | 404-505-4234 |
| | Hewatt Electric | Hayes Barton | hbarton@hewattelelectric.com | 678-898-4419 |
| | Mayberry Electric | David Berg | dberg@mayberryelectric.com | 404-991-6329 |
| | Inglett & Stubbs | Ashley Thomas | athomas@inglett-stubbs.com | 404-817-2238 |
| Plumbing | McKenney's | Anthony Fields | anthony.fields@mckenneys.com | 404-624-8638 |
| | Legacy Mechanical Services | Brian Manus | brianmanus@legacyservices.com | 770-432-1171 |
| | Marquis Commercial Plumbing | Jason Elmore | jelmore@marquiseplumbing.com | 678-414-8495 |
| Fire Sprinkler | Palmetto Sprinkler (PASCO) | Dale Reynolds | dreynolds@pasco-inc.com | 770-842-8598 |
| | Century Fire Protection | Thomas Barrett | thomas.barrett@centuryfp.com | 678-878-0717 |
| | Alliance Fire Protection | Kevin Weatherby | kweatherby@alliancefire.com | 678-300-1558 |
| | ABR Fire Protection | Chris Chamless | cchamless@abrfireprotection.com | 770-945-4990 |
| Fire Alarm (Design/Install Only!) | Mitec | Alex Shammass | ashammass@mitenet.com | 770-851-3349 |
| | Meridian | Keir Masters | keir.masters@meridianatl.com | 678-730-0014 |
| | Cintas Fire Protection | Lee Ruddick | ruddickb@cintas.com | 678-234-7883 |
| FA Programming ONLY! | Mitec | Alex Shammass | ashammass@mitenet.com | 770-851-3349 |
| Locksmith/Keys | Metro Lock/Security Engineering | Tyler Thomas | tyler@sec-mls.com | 770-455-6244 |
| Post Tension Scanning | GPRS - Ground Penetrating Radar Systems | James Ross | james.ross@gprsinc.com | 404-593-9227 |
| | | Patrick Moulin | patrick.moulin@gprsinc.com | 770-713-7697 |
| Grease Trap Pump/Clean | Apex Environmental | John Asip | johnasip@gmail.com | 770-409-2143 |
| Roof | Ben Hill Roofing (installer) | Matthew McFetridge | matt@bhroof.com | 770-558-7385 |
| 4th St Roll-Up Gate | DH Pace/Overhead Door | Dennis McClanahan | dennis.mcclanahan@dhpaces.com | 404-872-3667 |
| Fencing and Gates | C&C Fence | Ricky Lewis | ricky@cncfence.com | 770-603-9745 |
| VESDA Parking Deck System | Home Run Low Voltage | Berry Dabbs | bdabbs@homerunlowvoltage.com | 678-851-5756 |
| Lighting Control | LUTRON | Joseph Dearholt | jdearholt@lutron.com | 404-216-7469 |
| Radios & Walkie-talkies | Mobile Communications of America | Dan Hooper | danhooper@callmc.com | 404-284-8115 |
| Emergency Generator | Prime Power | Kristin Duncan | kduncan@primepower.com | 770-739-2300 |
| Diesel Fuel Delivery | Veteran's Oil | DISPATCH | | 770-948-4500 |
| Diesel Fuel System | Vital Fuel Systems | Andrew Johnson | ajohnson@vitalfuelsystems.com | 919-629-8186 |



Exhibit A

Tenant HVAC Controls Specifications

Landlord's (LL) preferred Vendors to perform HVAC controls installations/alterations are:

McKenney's
Josh Smith
Senior Account Manager
Direct: 404-635-4718
Cell: 404-886-2979
josh.smith@mckenneys.com

CMS Controls
Eric Diaz
Senior Project Manager
Direct 770-956-1200 x812
Cell: 770-713-0571
ediaz@cms-controls.com

NOTE: Only CMS Controls may access the building BMS for programming!

Tenant may elect to use tenant preferred vendor to perform HVAC alterations but must adhere to the following guidelines. Tenant shall also be responsible for coordinating and paying for labor associated with base building integration/programming, which will only be performed by the landlord chosen preferred vendor: **CMS Controls**.

- Coda is equipped with an Open Honeywell Tridium Niagara/Periscope front-end system.
- NOTE: Honeywell controls are not to be utilized in any tenant buildout project!
- Architecture is haystack & hierarchy based.
- All controls shall be DDC type, of the same manufacturer as the existing base building controls system, fully integrated with the DDC system. **The approved manufacturer(s) is Distech**, and specific parts for each equipment type is noted below.
- All new controls interfacing with the existing base building controls system shall match the existing controls system types, sequences, and manufacturers (coordinate with building owner/manager and verify in field). Contractor is responsible for expanding existing BMS and adding additional panels if new equipment requirements exceed current availability for new connections.
- Where existing controls systems are DDC, all controls under this contract shall be networked to the existing Building Management System (BMS). Incorporate the new construction into the BMS (update points, graphics, alarms, trends, time-of-day scheduling, after hours override, setpoints, etc.) per the building standards. All programming and graphics updates on the BMS shall be performed by the landlord's approved controls contractor only; all costs and coordination for this work and any tenant related efforts, shall be included in this scope and provided by the contractor (coordinate with landlord).
- A JACE network controller will be installed as required on each floor, to allow new equipment to communicate to the existing base building system and headend.
- Air Handling units, fan coil units, terminal units, etc. shall include and/or be interlocked with base building control strategies, system schedules, night setback functions, energy resets (static pressure and discharge air temperature), etc.



- All air handling units, fan coil units, terminal units, etc., are to have their electrical consumption monitored by the Siemens Simatic HMI energy metering consoles serving the associated floor utilizing Siemens SEM3 Meter Module US2-SEM3HAMETER metering modules and associated current transformers. Siemens will need to be utilized for this portion to register the modules.
- All new field installed equipment controllers, factory installed packaged equipment controllers, variable speed drives, energy monitoring equipment, etc. must utilize either ANSI/ASHREA Standard 135-2004 {BACnet} or EIA standard 709.1 {Lon-Talk} to assure interoperability between all existing and future digital control and energy monitoring systems' components, and reduce future building maintenance, upgrade and expansion costs.

All additional equipment is to match existing base building units and are deemed tenant equipment. (Zone sharing between tenants is not allowed, units will need to be added or relocated.)

- For any new network controllers, they must:
 - Be open licensed
 - Include the correct capacity to provide meet all project and base building/LL requirements, and include at least a **15%** additional capacity for future additional
 - Include a **1-year** manufacturer license/maintenance agreement. Tenant is responsible for renewal of license/maintenance agreement.
 - Include all necessary and base building drivers
 - Include all necessary and base building accessories
 - Be secured in a base building standard enclosure
 - Approved manufacturers are:
 - Vykron (Tridium/Niagara)
 - Distech (Tridium/Niagara)
- For any new AHU and large equipment controllers:
 - Tridium – JACE-834
 - Distech – Ecy Series
 - Controller provided must handle the appropriate point count requirements and provide **10%** spare points available after completion
- For any new PIU/VAV controllers:
 - Distech – Eclipse Series
- For any new Space Temperature Sensor:
 - Distech – Allure Series
- For any new Discharge Air Temperature Sensor:
 - ACI – A/AN-D-8
- For any new BTU meters
 - Meters must be revenue grade and match existing base building standards.
 - Onicon System-10 BTU Meter including
 - Revenue grade meters
 - System-10 BTU Meter with proper labeling



- F-3500 Flow Meter or equivalent based on flow requirement
- Carbon Steel meter construction
- BACnet MSTP or IP communication interface
- Hot tap Thermowells
- Plenum rated cabling

- Weathertight enclosure

- Device Networking
 - All BACnet IP controllers to be placed on the second port of each associated Jace
 - IP addresses and device IDs to be listed within the control's submittals riser page
 - IP addresses for each Jace to be approved and provided by LL
 - Jaces to be directly connected to LL managed switch and switches cannot be added downstream
- LL Preferred vendor shall update the BMS graphics on all associated work stations and laptops to include any equipment controllers and/or control points added during construction and will identify the additional as tenant equipment.
- LL Preferred vendor must disconnect and/or install any and all controls, wiring, graphics, and programming updates and modifications associated with the BMS.
- LL preferred vendor shall provide new building standard chilled water and condenser water temperature sensors and BTU meters and connect them to the Building Automation System for Landlord monitoring of water temperature and usage.
- LL preferred vendor shall provide new building standard CO2 sensors as shown on the drawings and connect them to the Building Automation System as applicable, for monitoring, alarming, and/or for Demand Control Ventilation purposes.
-

Graphics

- AutoCAD drawings of this project scope will be made available to the LL, and the LL Preferred Vendor for controls graphics updates. Errors in graphics shall fall back on the responsible party. If drawings are incorrect, engineer will be responsible for corrections, if graphics are incorrect the LL Preferred vendor will be responsible for corrections.
- All graphics will be consistent with the existing base building equipment and floorplan graphics including device identification nomenclature.
- All specialty graphics shall be updated to existing base building standards (i.e. summary graphics, dashboards, etc.).
- All system point database, graphics, schedule, trends, and alarms shall match base building standards.
- Prints shall reflect the layout of all temperature space sensors, CO2 sensors, specialty sensors, panel locations, etc. that are required for a complete control's implementation.
- Prints shall reflect the building standard equipment name and numbering sequences of all associated units including new and existing AHU's, FCU's, PIU/VAV's, etc. as well as any new and/or existing pumps, ventilation fans, etc.



- Prints shall contain an equipment schedule complete with all new and existing equipment located on the new design floorplan sheet.

Installation Standards

- Refer to separate document

Miscellaneous

- Zone sharing between tenants is not allowed, units will need to be added or relocated.
- Tenant HVAC design engineers are responsible for engineering calculation to determine if the existing system has the capacity for the new HVAC requirements.
- Tenant added equipment shall be labeled according to Landlord building standards. For example, with the next available number in the sequence and identified as such as placing the letter "T" after the number. For example – "P-21-2T"
- All equipment and controls requiring maintenance are to be accessible. Equipment is to be relocated if there are conflicts with architectural ceiling and/or walls, fixtures, and piping. Tenant mechanical contractor is responsible for field verification of equipment to be relocated.
- Tenant mechanical contractor is responsible for coordinating the controls with the electrical and controls contractors.

Supplemental Units

- Coordinate metering of power connections for all supplemental cooling equipment (HPU's, FCU/CU's, ACU/ACCU's, CWP's, etc.) with Electrical Contractor. All metering will utilize the building Siemens Simatic HMI energy metering consoles serving the associated floor utilizing Siemens SEM3 Meter Module US2-SEM3HAMETER metering modules and associated current transformers. Siemens will need to be utilized for this portion to register the modules.
- WSHP's: via new stand-alone wall mounted heating/cooling automatic changeover thermostat.
- Tenant is responsible for monitoring space temp and operation of equipment.
- Condenser Water Pumps (CWP), shall run continuously, 24 hour/7 days a week.
- Supplemental A/C units must be installed with an auxiliary drain pan, plumbed over sink and stubbed out and an Escutcheon plate if an open hub drain (refer to code).
- Supplemental A/C units must be installed with properly sized pump, with an auxiliary drain pan under pump, plumbed over floor drain in the building mechanical room. Pump must be able to serve the system satisfactory without base building pumps being online with sufficient head to reach cooling tower hot decks. Pumps energy use shall be metered as discussed above.
- For automatic shutdown of Supplemental A/C units, these units must be equipped with an adequate number of moisture sensors in the auxiliary drain pan wired to a solenoid valve and interlocked to the condenser water pump and WSHP unit itself.
- Supplemental A/C unit and pump locations within the mechanical room are to be approved by LL representative.



Pre-Construction

- A preconstruction survey/review of the proposed mechanical design and equipment serving the entire tenant space must be completed by LL approved consultant Newcomb & Boyd and paid for by Tenant for all terminal boxes and communication trunks for the BMS and provide documentation. LL neither warrants or guarantees that other issues with said design may not present themselves either during or after project completion. Tenant will be expected to correct any deficiency effecting operation of said design.
- Documentation of the pre-construction survey, and recommendations is to be provided to the LL.
- General contractor will provide at least one week for preconstruction survey to take place, prior to the beginning of project demolition.

Post Construction

- A post construction survey of the equipment serving the entire tenant space must be completed by LL preferred vendor for all field controllers and communication trunks for the BMS and provide documentation. General contractor is responsible for the cost of any needed repairs not noted in the preconstruction survey.
- Documentation of the post construction survey, repairs, and override testing is to be provided to the LL.
- Tenant mechanical contractor is responsible for the removal of all pre-filter media.
- Tenant/GC is responsible for providing the building owner with as-built drawings, close-out documents, and any documentation, surveys, testing reports including TAB, and O&M manuals mentioned in previous sections of the speciation outline as well as all applicable items listed in the sections.
- Tenant/GC is responsible for keeping exposed HVAC units/equipment free of construction material, food & drinks. Nothing shall be placed on top of or in front of units. Tenant's GC will not operate any HVAC equipment without approval of LL. Tenant/GC shall be responsible for the cost of filter replacements at the end of the job, cleaning of mechanical, electrical, and data rooms, as well as associated equipment along with any needed repairs caused by construction.
- Prints shall reflect the location of all HVAC override controls and the zones controlled by each override.



FORM 1

CODA Construction Rules and Regulations Acknowledgement

I have read and fully understand the Rules and Regulations outlined and agree to comply with same.

Signature

Print Name & Title

Company

Project Name/Location

Day Phone

After Hours Phone



Form 2

CODA Acceptance of Premises Form

This contractor accepts this space as being complete and ready for Construction. Any issues with space prior to the start of construction are listed below:

Signature

Print Name & Title

Company

Project Name/Location

Day Phone

After Hours Phone

Punch List Items Prior to Construction:



Form 3

Contractor Summary & Contact Information

Project Name/Location:

Contractor's Name:

Contractor's Address:

Office Phone:

Fax:

24 hour Emergency

Contact Number:

Job Contact Person:

Email:

Project Completion

Date:



Form 4

Sub-Contractor Listing

Project: _____

Name/Location: _____

Contractor's Name: _____

| Sub-Contractor Name: | Trade/Specialty: | Contact Name/Number: |
|-----------------------------|-------------------------|-----------------------------|
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Form 5

Pre-Construction Checklist

Project Name/Location:

Prior to allowing any construction to begin for the above tenant, all items below must be completed and/or received:

Date Received/Completed

Approved Plans:

Landlord

City Of Atlanta

Health Department, if applicable

Building Permits

Insurance Certificate with additional insureds

Form I - Acknowledgment of Rules & Regulations

Form II - Acceptance of Premises Form

Form III - Contractor's Work Release

Form IV - Sub-Contractor List

Construction Schedule

Material and Safety Data Sheets on all hazardous substances

Pre-Construction Meeting

Job Site Safety Training

Signature/Name

Date



Form 6

Final Documents Checklist

Project Name/Location:

Upon completion of tenant move in /occupancy, tenant shall provide the following items to the landlord:

Date Received/Completed

| | |
|-------|--|
| _____ | Certificate of Occupancy |
| _____ | Written Certification of Operation |
| _____ | Affidavit Certifying Final Payment of Contractors, Subcontractors, & Laborers |
| _____ | Notarized Waiver of Liens with Respect to Building, Premises, and Property. |
| _____ | Written Documentation of Completion of Construction |
| _____ | A Complete Set of "as built" Plans. (electronic and hard copy) |
| _____ | Fully Executed Tenant Estoppel Certificate |
| _____ | Any Other Documentation as Required by Landlord |
| _____ | |
| _____ | |
| _____ | |
| _____ | |
| _____ | |
| _____ | |

Signature/Name *Date*