

## RULES OF THE SITE

The following rules and regulations (“Rules of the Site”) applicable to the building located at 1001 Pennsylvania Avenue, NW, Washington, D.C. 20004 (the “Building”), including adjacent supporting areas (collectively, the “Site”) have been established to govern all construction work on the Site. All contractors and subcontractors working on the Site must strictly adhere to the Rules of the Site without exception. For the purposes of the Rules of the Site, Teachers Insurance and Annuity Association of America, a New York corporation, for the benefit of its Real Estate Account is the “Owner”; Hines Interests Limited Partnership (202) 639-7575 Fax: (202) 347-3321 is the “Owner Agent/Property Manager”. “Property Manager” shall mean the designated on-site representative of the Owner Agent (202) 639-7575 Fax: (202) 347-3321.

### 1. Insurance:

Prior to the commencement of Contractor’s work, Contractor and any subcontractor(s) must procure insurance coverage (as described by Attachment A hereto) in a form, in amounts, and from insurers reasonably acceptable to Owner Agent/Property Manager. Such insurance must name **“Teachers Insurance & Annuity Association of America, The TREA 1001 Pennsylvania Avenue Trust, New York State Teachers’ Retirement System (NYSTRS), Hines Interests Limited Partnership, and their subsidiaries, directors, officers, and employees”** and Tenant as additional insureds.

### 2. Work Hours:

Normal Occupancy:	Monday through Friday 8:00am to 8:00pm Saturday 9:00am to 4:00pm
Contractor General Conditions:	(Reference Contractor Bid Proposal, date).
Trash Removal:	Monday through Friday 8:00 p.m. to 6:00 a.m.
Loading Dock:	As scheduled with Owner Agent/Property Manager

Contractor shall act with reasonable diligence in a manner (including the use of overtime labor) and at a time, or times, to prevent interference with the normal business operation of the Site, take measurable care to safeguard the Site, promptly repair any damage caused by Contractor, or subcontractors, and restore the Site to the condition existing before such activity. All work by Contractor which is to be performed at times other than normal business hours must be approved by Owner Agent/Property Manager in advance of commencing such work.

3. **Conduct:**

Contractor shall be responsible for all its actions on the Site as well as those of its subcontractors, suppliers, agents and visitors. No loud, abusive or otherwise offensive language or actions will be allowed. Contractor shall promptly remove from the Site any employee deemed inappropriate or abusive by Owner Agent/Property Manager. There is to be no smoking on the Site.

4. **Site Logistic Plan:**

(a) Contractor must submit a Site Logistic Plan. All Contractor Site Logistic Plans must be submitted to Owner Agent/Property Manager and approved prior to the start of construction. These plans should delineate Contractor's planning with respect to security, material loading, trash removal, anticipated protection, flammable material cabinets, fire extinguisher locations, shanty locations and duration, system shutdowns and predetermined overtime to the extent possible.

(b) Contractor, in the Site Logistics Plan, must establish, and then maintain during construction, a safe and legal means of access to and egress from the Building.

5. **Quick Response Team:**

Contractor shall designate a quick response team (submit names to Owner Agent/Property Manager) available to respond to "priority" items which may directly affect the Site occupants. These individuals will be supplied with communication devices by Contractor (pagers, cellular phone, 2-way radio, etc.) at Contractor's expense.

6. **Contractor Conflicts:**

In general, all Contractor's work must be scheduled so that it in no way conflicts with, interferes with, or impedes the operation of the Site. Any portion of Contractor's work that is in conflict with the operation of the Site must be rescheduled by Contractor. All work by Contractor which is to be performed at times other than normal business hours must be approved by Owner Agent/Property Manager not less than 48 hours in advance of commencing such work.

7. **Existing Conditions:**

(a) Contractor must, in the presence of Owner Agent/Property Manager, review the existing conditions prior to taking over an area from Owner Agent/Property Manager and must accept the work area in "as-is" condition unless material deficiencies exist which prevent Contractor from starting construction. If such material deficiencies do exist, Owner Agent/Property Manager shall make the repairs necessary to enable Contractor to start construction.

(b) Prior to the start of construction, Contractor shall create a videotape or photographic documentation of the construction area and access areas which may be affected by the proposed construction and provide a copy to Owner Agent/Property Manager. This will establish the condition of the space prior to construction start and clearly define Owner Agent/Property Manager and Contractor responsibility for repairs and

- replacement. Failure to produce such documentation will indicate acceptance of the space by Contractor in like new condition.
- (c) Contractor will be required, with Owner Agent/Property Manager's approval, to provide, maintain, and remove protection for finished surfaces, equipment and all elements of the Site susceptible to damage by construction activity under their control. Protection is to include and not be limited to homasote, masonite, tarps, insulation, plywood, etc. Protection of hallway carpets, wall coverings, and elevators from damage with masonite board, carpet, cardboard, or pads is required.
  - (d) Owner Agent/Property Manager reserves the right at any time to require additional protection as deemed necessary to protect the Site. Contractor shall restore the premises affected by construction operations, including but not limited to the replacement of ceiling tile prior to the start of the next business day.
  - (e) All systems on the Site, unless specifically pointed out to be otherwise, are turned over to Contractor in an operable condition. Any such systems or components of systems that are found to be not operable following the completion of Contractor's work are the responsibility of Contractor.
  - (f) All work done by Contractor must be consistent with the Tenant Plans previously approved by Owner Agent.

8. **Project Start:**

Before Contractor will be allowed to move materials, equipment, personnel or any other items onto the Site, or commence construction of its work, Contractor must procure written permission from Owner Agent/Property Manager with said permission being dependent upon Owner Agent/Property Manager's receipt of the Certificate of Insurance described in Attachment A and a copy of these Rules of the Site signed by both Contractor and Tenant.

9. **Trash Removal:**

- (a) Clean-up and rubbish removal via designated construction exit/entrance to a central trash collection point and to a container provided by Contractor in a location established by Owner Agent/Property Manager, and removal from the Site, must be by Contractor at its sole expense. Contractor must at all times, on a regular basis, keep its area of work free from accumulations of waste material, debris or rubbish caused by, or incidental to Contractor's work. Food and beverage related waste material must, at all times, be removed on a daily basis. Hazardous, noxious or flammable materials shall not be left on the site overnight without prior approval of Owner Agent/Property Manager. Any debris, rubbish, materials or equipment left at any time in an undesignated area on the Site or in any location following completion of Contractor's work will be disposed of by Owner Agent/Property Manager at Contractor's expense.
- (b) All work areas must be kept clean and safe. No trash storage is permitted in Tenant's leased premises or core areas. Any materials in any core area not under construction will be subject to removal and disposal by Owner Agent/Property Manager at Contractor's expense without prior notice.

- (c) Contractor is responsible for cleaning all areas of work under its control and/or accessed by its personnel, including but limited to:
- |                             |                           |
|-----------------------------|---------------------------|
| Stairways/Mean of Egress    | Building Perimeter        |
| Telephone/Electrical Closet | Temporary Entrance/Office |
| Elevator & Vestibules       | Central Plant             |
| Loading Dock                | Restrooms                 |
| Air Handling Rooms          | Rooftop                   |

**10. Materials Delivery:**

Contractor must schedule with Owner Agent/Property Manager access to the Building's loading dock and any other permitted unloading areas at the Site. All materials unloaded at the Site must be moved to area of use immediately and shall not impact use of this facility in any way. Owner Agent/Property Manager shall not be responsible in any way for Contractor's materials anywhere on the Site.

**11. Building Access:**

- (a) Contractor, its subcontractors, suppliers, agents, and visitors may only use a designated Building entrance for access to their work on the Site. No access to the Building's lobby or ground floor public corridors will be permitted at any time without Owner Agent/Property Manager's written permission. Contractor is responsible for protection, ramps, door removal, security, and a dust free environment at this building entrance, all in a manner reasonably approved by Owner Agent/Property Manager.
- (b) Contractor, its subcontractors, agents, and visitors must arrange access and coordinate all access to Tenant occupied areas of the Building with Owner Agent/Property Manager, with any such access being subject to the approval of the Tenant occupying any such areas.
- (c) Owner Agent/Property Manager may institute and monitor a badge system with the purpose of controlling access to the Building and monitoring construction personnel within the premises for the duration of the work. Contractor should anticipate tight controls by Owner Agent/Property Manager of all personnel entering or leaving the premises, including, but not limited to, the inspection of gang boxes. All construction personnel will be required to wear their badges at all times while on the Site. Access will be denied to all personnel without a badge and those discovered without a badge will be escorted off the Site.
- (d) Access into spaces under construction must be limited to one door. If an unfinished lease space has two doors, one must be locked. Passage can occur through the door most convenient to the freight elevator and should have a temporary foot mat.

12. **Fitness Center Access:**

Access to the Fitness Center is strictly controlled and is not intended for the use of any others except Office Tenant Employees after they sign a Waiver of Liability form. Guests and other non Office Tenants are not authorized to use the Fitness Center.

13. **Vertical Transportation:**

Passenger elevators are not available for access to the construction area or for delivery of materials. Service elevator usage must be scheduled with Owner Agent/Property Manager.

14. **Temporary Utilities/Protection:**

- (a) Utilities: Contractor will be afforded access, if necessary, to temporary utilities including electricity and water. Contractor must coordinate with Owner Agent/Property Manager connection to such service. Contractor must return all areas used for temporary service (including, but not limited to toilet facilities, janitor's closets, electrical telephone or mechanical rooms) to an "as existing" condition.
- (b) Toilets: Contractor may use only those toilet facilities specifically designated and approved by Owner Agent/Property Manager. Contractor shall submit an anticipated protection plan for said facilities as part of the Site Logistics Plan. At no time may any construction personnel use non-designated toilet facilities.
- (c) Stairways: The stairway doors must not be held open by any means or the lock sets or strikes of the doors tampered with in any way. Stairways and all exits are to be kept clear for safe egress at all times. Contractor's safety officer will inspect all means of egress daily to ensure that these requirements are met.
- (d) Doors: All Building core doors including electrical, telephone and mechanical room doors are not to be opened without an authorization from the Owner Agent/Property Manager, wired or mechanically blocked at any time. All doors found to be propped open will be closed and locked.
- (e) Core Area Mechanical, Electrical, Telephone and Service Elevator Vestibule: Upon completion of construction, Contractor shall restore all areas to their original condition as established prior to construction start. Contractor must schedule a pre-construction and post-construction walk-through with Owner Agent/Property Manager.
- (f) Construction Entrance: A fully enclosed, dust-free enclosure is to be installed at the entrance to the construction area.

15. **Security:**

- (a) Contractor is responsible for the security of its own material, equipment, tools, and work in place. In addition, Contractor is responsible for securing access to and from Tenant's premises.
- (b) Contractor is responsible for the cost of additional security in Tenant's premises when such additional service is deemed necessary by Tenant or Contractor. Requests for additional guard service are to be directed to Owner Agent/Property Manager not less than 48 hours in advance, and the cost of any such required service will be billed to Contractor.
- (c) Contractor must provide Owner Agent/Property Manager with keys or other devices which are required to access any area secured by Contractor on the Site.

16. **Site Damage:**

Contractor shall be responsible for all damage to the Building or any other areas of the Building caused by Contractor or its subcontractors.

17. **Safety:**

- (a) Contractor is responsible to ensure that the workplace is maintained in a safe and orderly manner for all persons working therein. Contractor shall not engage in any labor practice that may impact another contractor's work. Contractor shall comply with all Federal (including OSHA) and local governing safety and health laws that pertain to such work in the District of Columbia. If required, temporary fire protection equipment in accordance with governing regulations, or as reasonably required by Owner Agent/Property Manager and/or Owner Agent, shall be provided by Contractor at its sole expense.
- (b) Contractor must supply Owner Agent/Property Manager with the following materials not less than 48 hours before work commences:
  - 1. A copy of their Hazard Communication Standard Program as required by OSHA.
  - 2. A list of products and their hazardous substances which Contractor and/or subcontractors plan to use. The list should include dates and shifts. The list is to be updated as work progresses.
  - 3. In the event that materials, products, and/or processes being prepared for this project contain, or may emit, any volatile organic compounds ("VOC"), formaldehyde formations or hazardous out-gassing, as determined by the manufacturer, an OSHA-compliant "Materials Safety Data Sheet" shall be submitted for the prepared product or material for review by Owner Agent/Property Manager.

4. Temporary ventilation plan for removal of VOC/fumes from space until permanent HVAC systems are in full operation or as directed by Owner Agent/Property Manager.
  5. All oxyacetylene must be removed when work is completed. Owner Agent/Property Manager will require written notification (each day) and the presence of an on-site engineer employed by Owner Agent/Property Manager during all burning/welding operations. Hot work permit tags are required to be issued by the Owner Agent/Property Manager prior to the commencement of any hot work.
- (c) Contractor shall designate a qualified safety officer to oversee the work and provide life safety training to all personnel. Contractor shall submit the name of this person to Owner Agent/Property Manager.
- (d) No flammable liquids, gases, or other highly combustible material will be allowed to be stored on the Site. Contractor shall at no time use, generate, release, store, treat, dispose of, or otherwise deposit, in, on, under or about the Property, any material or substance which may be hazardous or toxic as determined from time to time by any governmental body or by Owner Agent/Property Manager (“Hazardous Materials”); or permit or allow any third party to do so, without Owner Agent/Property Manager’s express, prior, and written consent. Contractor’s compliance with the terms of this paragraph and with all environmental laws and regulations shall be at Contractor’s sole cost and expense. Contractor shall pay or reimburse Owner for any costs or expense incurred by Owner, including reasonable attorneys’, engineers’, consultants’, and other experts’ fees and disbursements incurred or payable to determine, review, approve, consent to or monitor the requirements for compliance with all environmental laws and regulations, including, without limitation, above and below ground testing. Any and all chemical containers, vessels or other equipment supplied by Contractor for use by building personnel and/or for use on the Site shall remain the property of the Contractor. Upon notice from Owner Agent/Property Manager, Contractor shall cause such items to be removed from the Site and properly disposed of, in accordance with the applicable laws, codes or regulations, at Contractor’s sole expense and responsibility. If Contractor fails to comply with the provisions of this paragraph, Owner Agent/Property Manager shall have the right, but not the obligation, without in any way limiting its other rights and remedies, to take such actions as Owner Agent/Property Manager deems necessary or advisable to clean up, remove, resolve, or minimize the impact of, or otherwise deal with, any Hazardous Materials on or affecting the Site, following the receipt of any notice or information asserting the existence of any Hazardous Materials. All reasonable costs and expenses paid or incurred by Owner or Owner Agent/Property Manager in the exercise of any such rights shall be payable by Contractor promptly upon demand.
- (e) Any time that a burning or welding device is used, all surrounding areas must be protected from the heat and/or flame of the device. All personnel who are welding or using any type of cutting torch must hold and present to Owner Agent/Property Manager prior to the commencement of his work, a copy of their Certificate of Fitness to perform such activities. Additionally, all personnel employed to perform

fire watch responsibilities must provide to Owner Agent/Property Manager a copy of their certification to do such. This too must be provided before any work begins.

- (f) Contractor shall give written notice to Owner Agent/Property Manager within (24) hours after Contractor learns of any accident or emergency occurrence, fire or other casualty, or any damages to the Site, the Building, Building equipment or Tenant's improvements, including but not limited to damage caused by others.
- (g) Contractor shall also provide clear warning notices and effective barriers around work in public areas and Tenant spaces.
- (h) X-Raying: Contractor shall provide a minimum of 4 business days advanced notice of any planned X-raying activity. Property Manager has developed a separate Pre-X ray checklist which Contractor must complete in its entirety as part of Contractor's notification to Property Manager. Forms that are incomplete or inaccurate may result in the delay of Contractor's x-ray work. A copy of this checklist has been included as Attachment D.

**18. Field Offices:**

Contractor shall not store any material on the Site or erect any sheds, offices or similar structures without the prior approval of Owner Agent/Property Manager. Any stored material, shed, office, or other material which interferes with orderly progress of other contractor's work must promptly be relocated or removed from the Site as directed by Owner Agent/Property Manager. Owner Agent/Property Manager may designate a Contractor field office adjacent to the construction area. If so designated, Contractor will be responsible to build space out, drywall, and paint if exposed to the public or other tenants, power, telephone, lighting, floor protection, etc.

**19. Pedestrian and Vehicular Traffic:**

Contractor shall in no way interfere with or endanger public pedestrian and vehicular traffic adjacent to the Site nor interrupt the flow of traffic in and out of the Site. Contractor shall provide its own traffic control personnel as required by the District of Columbia and Metropolitan Police, at its sole expense, to coordinate deliveries to the Site.

**20. Vending Machines:**

No vending machines or concessions will be permitted on the Site.

**21. Signage:**

Contractor shall not be permitted any identifying signage except for information and directional signage as approved, in advance, by Owner Agent/Property Manager.

**22. Supervision:**

While working at the Site, Contractor must maintain supervisory personnel on the Site at all times. Such personnel must be fully empowered to coordinate, respond to and authorize Contractor's work as necessary to enable work to proceed.

23. **Fire Alarm:**

- (a) Contractor must arrange for all connections to the Base Building fire alarm system to be performed by an electrical/fire alarm subcontractor approved by Owner Agent/Property Manager. All costs associated with such work shall be the responsibility of Contractor.
- (b) For any work requiring suppression of the alarm systems, Contractor must notify Owner Agent/Property Manager not less than 48 hours prior to requirement.
- (c) Owner Agent/Property Manager must be notified not less than 48 hours prior to the use of any burning or welding device or demolition work so that the fire alarm system can be taken "off-line." Hot Permits are required to be issued by Owner Agent/Property Manager prior to any hot work being performed.
- (d) Notification must also be given when work is complete.
- (e) Smoke detectors and other fire alarm system devices must be protected when performing work which may cause these devices to become unduly dusty. Any protection such as paper, tape and plastic, etc., must be removed daily.

24. **Air Balance:**

Contractor must arrange for air balance with an air balance contractor approved by Owner Agent/Property Manager. Air balance reports shall be prepared and submitted in a format approved by Tenant's mechanical engineer. All costs associated with such work shall be the responsibility of Contractor. A final Engineer-accepted report shall be provided to the Owner Agent/Property Manager upon completion (with closeout documents).

25. **Progress Meetings:**

Contractor agrees to conduct weekly job progress meetings with Owner Agent/Property Manager. Any Contractor or subcontractor, if requested, must attend and be represented by an individual empowered to speak and act on Contractor's or subcontractor's behalf.

26. **Disruptive Work:**

- (a) Contractor agrees to perform work involved in slab penetrations, steel erection, interruptions of Building services, including but not limited to; fire protection, electrical, HVAC and plumbing services or other disruptive work between the hours of 8:00 p.m. and 6:00 a.m. Mondays through Fridays and after 4:00 p.m. Saturdays or such other times designated by Owner Agent/Property Manager so as not to disturb occupants of the Building. All work performed by Contractor during non-normal working hours must be scheduled at least 48 hours in advance with Owner Agent/Property Manager. Any work requiring an interruption in utility, HVAC or life safety system services to other tenants of the Building shall be scheduled at least 48 hours in advance with Owner Agent/Property Manager and shall be performed under the supervision of Owner Agent/Property Manager's operating engineer. Contractor shall bear the cost of Owner Agent/Property Manager's operating engineer, at an overtime rate (with a four-hour minimum) or the cost of maintaining a fire watch.

(b) The following construction operations which take place on any floors of the Building must be performed outside normal business hours. These operations include, but are not limited to:

1. Drilling, cutting or chiseling of the concrete floor slab.
2. Drilling or cutting of any structural member or installation of new structural member.
3. Any work which generates vibration that may be disruptive to normal office operations. (Shooting drywall track, drilling pipe or duct work hangers, installing tackless strips, etc.).
4. Welding or operating a compressor.
5. Draining or tapping into sprinkler piping or plumbing risers or loops.
6. Spraying or lacquering.
7. Work in occupied tenant spaces.
8. Work in tenant ceilings.
9. X Ray of Slab
10. Painting

(c) No cutting or patching of existing work shall be permitted without prior written consent of Owner Agent/Property Manager. Request for permission to do cutting, drilling or chipping shall include explicit details and description of work and must not under any circumstances diminish the structural integrity or functional capabilities of the Building components or systems. Chipping is not permitted.

(d) Contractor shall provide at least one week's notice to Owner Agent/Property Manager for any Building system (including elevator) shutdowns necessary to perform the work, including a description of work intended, a comprehensive schedule of shutdowns, anticipated duration of shutdown, systems involved, contingency plans, and required Owner Agent/Property Manager support staff. If such work interferes with the Building occupants' ability to conduct business, Contractor shall perform such work, or effect such interruption, during non-business hours consistent with good construction practices. All Contractors shall work to coordinate shutdowns so as to reduce the frequency of occurrence and duration of service interruption.

(e) The following Building systems must not be shut down, operated, interrupted, modified or reconfigured without the expressed prior written consent of Owner Agent/Property Manager. An engineer employed by Owner Agent/Property Manager must be present during all shutdowns at a reimbursable overtime rate (four-hour minimum). Special care must be taken when these systems serve other tenant areas.

Elevator	Domestic Water	Electrical Power
Air Distribution	Standpipe	Security
Chilled Water	Sprinkler	LifeSafety/Fire Alarm
Condenser Water	Heating Hot Water	BMCS
Cooling Tower	Plumbing	Telephone/Data

(f) All new HVAC piping and existing HVAC piping that is drained must be cleaned, flushed and treated in accordance with Owner Agent/Property Manager's design

specifications. Prior to connecting into the system, Contractor must coordinate this work with Owner Agent/Property Manager and the approved water treatment vendor. All new piping must be hydrostatically tested before being brought on line.

- (g) Any electrical circuits that are relocated within the electrical panels or any electrical circuits that are added to an electric panel must be labeled. Contractor must provide updated panel schedules to Owner Agent/Property Manager.
- (h) Panel covers must be reinstalled at the end of the work day.
- (i) If work on the standpipe and sprinkler system is required, Owner Agent/Property Manager must be notified and necessary Building staff will be dispatched to operate the shut off valves. When work is completed, Owner Agent/Property Manager must again be notified to reactivate the system. At no time will a floor be left without sprinkler coverage unless a fire watch, previously authorized by Owner Agent/Property Manager, is instituted with Owner Agent/Property Manager's participation. Sprinkler drain downs and filling shall only be conducted by a Building Engineer while Tenant sprinkler contractor is present at the area being served.
- (j) Contractor is responsible for providing fire extinguishers with current inspection tags during the construction period within the work area, at a ratio of one fire extinguisher per 7,500 square-foot or part thereof under construction.

**27. Burning:**

Open fire or rubbish burning is strictly prohibited.

**28. Fire Life Safety Systems:**

- (a) Contractor shall be responsible for false alarms of the Building's Fire/Life Safety System generated by Contractor. Each event of a false alarm will cause Contractor to be charged \$250.00, plus any additional fees charged by the District of Columbia Fire Department in response to these alarms.
- (b) Fire/Life Safety System equipment must remain in operation at all times during construction. Approvals to take the system, or any part out of service, must be obtained from Owner Agent/Property Manager on a daily basis. Posting of fire watch will be required during all periods when the system is fully or partially out of service.
- (c) Any efforts to disable the smoke detectors in the work area must be coordinated with Owner Agent/Property Manager and must be reversed so as to put all Fire/Life Safety Systems back into service during non-normal working hours. Contractor will be charged \$250.00 for each incident where the Fire/Life Safety Systems on the Site are left in a disabled condition, and will be responsible for costs, if any, related to the repair of the systems damaged by Contractor. It is the Contractor's responsibility to notify the Building Engineer when the system is ready to be taken out or put back into service.
- (d) Any tie-ins to the Fire/Life Safety System must be coordinated through Owner Agent/Property Manager, and Owner Agent/Property Manager must be notified not

less than 48 hours prior to working on any of the devices. If any panels or devices are to be accessed, an approved fire alarm technician must be “on-site”. The approved technician is to monitor all work related to the Fire/Life Safety System as it progresses. At no time is the Fire/Life Safety System to be tied into without the presence of an approved fire alarm technician. Any devices that are accidentally or otherwise made to be inoperable must be repaired or replaced immediately.

- (e) Fire Marshal Inspection is to be coordinated with Owner Agent/Property Manager and be scheduled at a time not to conflict with normal occupancy hours.

## 28. **Permits:**

Contractor must obtain all building permits, including a final Certificate of Occupancy, as required by the District of Columbia for Contractor’s work. A copy of the building permit must be supplied to Owner Agent/Property Manager before any work commences, and the original Certificate of Occupancy at the time of issuance.

## 29. **Indoor Air Quality Specifications:**

The Owner Agent/Property Manager has established acceptable indoor air quality (“IAQ”) procedures which must be maintained throughout the construction period. Attachment B outlines the general conditions under which Tenant construction must take place in order to comply with established IAQ requirements for the Building. Contractor must meet with Owner Agent/Property Manager prior to the commencement of construction to review all specific requests, as outlined in Attachment B.

## 30. **Good Construction Procedures:**

- (a) All equipment abandoned by Contractor above the ceiling and behind the walls (water lines, electrical lines, duct work, etc.) must be removed (taken back to the nearest junction box or riser) as they are discovered.
- (b) Building standard signs are to be ordered through the Building Property Management Office. Requests for and deviation from this standard must be submitted, in writing, to building management for approval.
- (c) All cabling must be plenum rated due to the return air ceiling plenum in the Building.
- (d) All penetrations must be waterproofed and have “firestop” installed.
- (e) Any and all equipment and cabling installed in ceilings cannot be supported by the suspended ceiling or any existing guy wires. They must be secured to the underside of the slab and comply with all National Fire Safety Codes.
- (f) All waste lines that create condensation due to ice machines, refrigerators, etc., must be insulated to prevent leaks. Repairs performed due to lines that are not insulated will be charged to the Tenant.
- (g) There will be no sweating or welding during the building operating hours - THE FIRE ALARM SYSTEM CANNOT BE OVERRIDDEN FOR THIS PURPOSE DURING

NORMAL BUSINESS HOURS. ALL CONTRACTORS AND SUBCONTRACTORS MUST COMPLY WITH THESE GUIDELINES. FAILURE TO DO SO MAY RESULT IN WORK STOPPAGE UNTIL SUCH TIME AS FULL COMPLIANCE IS ASSURED.

AGREED TO AND ACCEPTED

By: \_\_\_\_\_

Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Tenant: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT A

1001 Pennsylvania Avenue

### Owner Certificate of Insurance Requirements

#### INSURANCE Vendors/Contractors

Before proceeding with any work, the Vendor/Contractor shall furnish to the Owner and the Owner's Agent, a certificate in a form approved by the Owner (not to be unreasonably withheld) executed in duplicate, by the Vendor/Contractor's insurance agent, evidencing the insurance required with insurance companies approved by the Owner (not to be unreasonably withheld). Certificates found to not be in approved form or which are incomplete will be returned to the Vendor/Contractor for revision and resubmission. (Certificates must clearly indicate the work for which the certificate is submitted.) The Vendor/Contractor shall keep said insurance in full force until acceptance of its work by the Tenant. Such insurance shall be modifiable or cancellable only on written notice to Owner and the Owner's Agent from the insurance company; mailed to Owner and the Owner's Agent, thirty (30) days in advance of modification or cancellation. In the event of a cancellation notice, Vendor/Contractor shall obtain similar insurance coverage from other approved insurance companies prior to the effective cancellation of the original insurance coverage. In the absence of such insurance, Vendor/Contractor shall cease all work and vacate the Site, until such time a new Certificate of Insurance, as described above, is received by the Owner and the Owner's Agent.

Insurance carrier must have an AM Best rating of "A-VII" or better.

Vendor/Contractor liability insurance must have a minimum of **\$4 million dollars per occurrence in total coverage** by way of a combination between Commercial General Liability and Excess or Umbrella Liability.

Coverage	Limits of Liability
1. Commercial General Liability Insurance	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate
2. Excess/Umbrella Liability	\$3,000,000
3. Automobile Liability Occurrence insurance should cover All owned, non-owned, hired, scheduled and any autos.	\$1,000,000
4. Statutory Minimum of Worker's Compensation and Occupational Disease.	

Evidence of the above coverage should be provided to the Owner and the Owner's Agent by means of a Certificate of Insurance with the Owner and the Owner's Agent as certificate holders.

The Certificate of Insurance shall also include the following provisions in the Description section:

1. Name the following entities (verbatim) as additionally insured on all policies (other than Worker's Compensation) which shall be the primary insurance over any other available insurance to the additional insured for the negligence of the Vendor/Contractor:

**Teachers Insurance & Annuity Association of America, The TREA 1001 Pennsylvania Avenue Trust, a District of Columbia statutory trust, New York State Teachers' Retirement System (NYSTRS), Hines Interests Limited Partnership, and their subsidiaries, directors, officers, and employees.**

The entities above must be listed verbatim and without any additional abbreviations or typographical errors.

2. A waiver of subrogation endorsement in favor of certificate holder and the additionally insured entities.
3. A statement confirming that all policies provide no less than thirty (30) days' notice of cancellation.
4. Wording indicating that coverage is primary and non-contributory.

The Vendor/Contractor shall also carry such additional insurance as may be required by the law in the District of Columbia. The Vendor/Contractor shall keep the insurance required by this paragraph in full force and in effect until acceptance of its work by the Owner. If the Vendor/Contractor shall subcontract any of its work, the Vendor/Contractor shall be responsible for seeing that such subcontractor shall have the insurance coverage and shall furnish the Owner and the Owner's Agent evidence thereof before the subcontractor commences work on the Site.

**Certificate Holders:**

The TREA 1001 Pennsylvania Avenue Trust and Hines Interest Limited Partnership  
1001 Pennsylvania Ave, NW  
Suite 100  
Washington, DC 20004

## ATTACHMENT B

### INDOOR AIR QUALITY

ASHRAE 62-2001 Ventilation Standard for Acceptable Indoor Air Quality has been used as a guideline for this document in establishing minimum IAQ standards in addition to those required by local codes.

#### A. General

1. Adequate ventilation during the construction process is the key to maintaining acceptable indoor air quality. It is during Tenant construction that the largest quantity of air borne chemicals is likely to be released.
2. Materials and finishes be selected and specified which produce a minimum amount of chemical emissions.
3. The construction schedule must include adequate time after installation of materials and finishes for the removal of toxic emissions (“off-gassing”) which are present in many construction materials, finishes and furnishings. New carpet should be unrolled at the warehouse and off-gassed for a minimum of 48 hours prior to installation.
4. All building HVAC equipment located in areas that could be contaminated by construction related activities must be protected prior to the commencement of any work. The returns on all fan powered terminal units must be closed or filtered, all return plenums or return duct work must be sealed, and any open duct that could be contaminated by construction activities must be sealed. If demolition or construction begins prior to initiation of these protective requirements, the Contractor will be required to clean, at their cost, all related HVAC system components and duct that could have been contaminated.
5. Contractor must insure that the construction area is to be completely isolated from occupied areas of the building including adjacent tenant spaces. All indoor air quality construction requirements must be complied with at all times. This includes the exhaust and ventilation fan requirement to maintain the construction area at negative pressure.

#### B. Requirements

1. The HVAC system should be designed to include sufficient air volume distribution to the occupants as determined by ASHRAE, adequate outside air delivered to the occupants, ease of air system balance, and adequate start-up commissioning with follow-up documentation and verification. HVAC ducts,

plenums and equipment shall be designed, constructed and installed to minimize or prohibit the growth or dissemination of microorganisms.

Such design shall include:

- External thermal duct insulation;
  - No lined ductwork;
  - Dual wall construction of equipment handling air;
  - Stainless steel components inside air handling equipment; and
  - Air filtration to minimize introduction of dirt and to clean recirculated air.
2. Produce a minimum of two (2) air changes of outside air per hour in the construction area and enclose the construction area when construction begins, i.e., grinding concrete floors, sanding sheet rock, or application of wet products like painting, sealing, etc. Supply fans must be operated only during hours of actual construction, not 24 hours a day. Supply fan operation must be programmed to use outside air in lieu of return air. Caution must be exercised in cold weather.
  3. Provide a minimum of two (2) air changes of outside air, twenty-four (24) hours per day commencing with installation of floor covering products, and continuing until the last day before occupancy. Caution must be exercised in extremely cold weather.
  4. Contractor, at Tenant's expense, will install and operate temporary exhaust fans, equal to at least one fan for every 5,000 to 6,000 square feet of area under construction, in order to exhaust air through the windows at a rate of one hundred percent (100%) of the outside air plus ten percent (10%). Operation of temporary exhaust fans should begin simultaneously with #2 or #3 above. Exhaust fans must be removed prior to occupancy. All building return air to the air handling unit will be temporarily sealed, to the extent feasible. Toilet exhaust will remain open. Careful coordination with the Owner Agent/Property Manager is essential.
  5. Contractor should, whenever feasible, allow wet applications to dry completely before installing dry materials and furnishings.
  6. Prior to commencing work, Contractor must provide Owner Agent/Property Manager with Material Safety Data Sheets (MSDS) for all applicable materials and products. Specific installation criteria will be approved based upon this information.
  7. Contractor shall be required to minimize the air concentrations of volatile organic compounds (VOC's) by controlling their source and selecting building materials based in part on their favorable air quality characteristics.

8. Contractor shall minimize, whenever possible, the on-site use of wet materials producing VOC's such as lacquer, adhesives, paints, etc. Factory application of these finishes should be specified whenever possible. On-site work with materials that produce VOC's must be performed after normal operating hours so as to ensure no adverse impact on tenants and other building occupants.
9. Prior to commencing work, Contractor must provide Property Manager with a completed asbestos survey in a format to be provided to Contractor by Landlord.
10. Prior to commencing work, Contractor must provide Property Manager with certification indicating non-asbestos containing materials which will be used in the renovation/build out.

**ATTACHMENT C**

**Quick Response Team for Tenant Construction**

General Contractor \_\_\_\_\_ Tenant: \_\_\_\_\_

Location \_\_\_\_\_ Construction Start Date: \_\_\_\_\_

The individuals assigned to the Quick Response Team are to be available to respond to priority items which may directly affect occupants to 1001 Penn.

**Safety Director:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Numbers:

Cellular \_\_\_\_\_ Office: \_\_\_\_\_

Home: \_\_\_\_\_ Other: \_\_\_\_\_

**Primary Contact**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Numbers:

Cellular \_\_\_\_\_ Office: \_\_\_\_\_

Home: \_\_\_\_\_ Other: \_\_\_\_\_

**Other Team Members**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Numbers:

Cellular \_\_\_\_\_ Office: \_\_\_\_\_

Home: \_\_\_\_\_ Other: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Numbers:

Cellular \_\_\_\_\_ Office: \_\_\_\_\_

Home: \_\_\_\_\_ Other: \_\_\_\_\_

**ATTACHMENT D**

**Pre X-Ray Worksheet**

This form is to be completed by General Contractor. This worksheet is intended to assist the responsible GC in establishing x-ray protocol appropriate for this property.

1. Job requiring X-ray: \_\_\_\_\_

2. Tenant \_\_\_\_\_

3. Is Ground Penetrating Radar or other non hazardous methods of slab exploration an option?  
Yes No

If yes, consider less intrusive options.

If no, state reasons (e.g. thickness of slab, location of needed slab survey, etc.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Name of Firm Conducting X-ray \_\_\_\_\_

License Number and jurisdiction: \_\_\_\_\_

Name/Number of Radiation Safety Officer: \_\_\_\_\_

Will Safety Officer be on site during x-ray? Yes \_\_\_\_\_ No \_\_\_\_\_

Supervisor to be on site during x-ray: \_\_\_\_\_

Sub Contract by: \_\_\_\_\_

After hours Emergency Contact Phone Number: ( \_\_\_\_\_ ) \_\_\_\_\_

5. Certificate of Insurance provided with necessary coverage and additional insured named:  
(Attach copy and please provide evidence that a radiation exclusion does not exist)

6. Physical location and number of x-ray exposures:  
(Attach 8½ x 11 diagram of location in addition to correspond with written description. Written descriptions to correspond by number identification on diagram.)

- |          |          |
|----------|----------|
| 1. _____ | 5. _____ |
| 2. _____ | 6. _____ |
| 3. _____ | 7. _____ |
| 4. _____ | 8. _____ |

7. Type of X-ray isotope to be used: \_\_\_\_\_

8. Proposed X-ray Date(s) and Times: \_\_\_\_\_ to \_\_\_\_\_

\* Please note that due to operational concerns for this building x-raying activity is restricted to the hours of midnight to 5:00 a.m., Monday through Friday. X-raying may not take place outside of these times, including weekends and holidays.

9. Safety perimeter for isolation during x-ray (to be provided by Radiation Security Officer):  
Please submit a Physical Barrier Placement Schedule. Contractor to attach 8½ x 11 diagram of all floor levels included in perimeter. See Exhibit 1 for format.

Attached: Yes \_\_\_\_\_ No \_\_\_\_\_ Attachment Reference \_\_\_\_\_

10. Please submit a Warning Signs Placement Schedule detailing locations for warning signs, including all intersecting vertical travel ways, the date and time signage must be posted. See attachment B for format:

Attached: Yes \_\_\_\_\_ No \_\_\_\_\_

11. Specify any vertically intersecting travel ways (such as elevators and stairways) that are included within the perimeter of the restricted area.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Describe how travel ways indicated above are to be secured.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. Tenants (or floors), contractors and any outside parties to be impacted by x-ray activity:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name, Title, Company and phone number of individual completing this phone number

_____	_____
Name	Company
_____	_____
Title	Phone Number

For Management Only:

Follow-up or more information needed on the following items: \_\_\_\_\_

Date of x-ray activity: \_\_\_\_\_

Times for x-ray activity: \_\_\_\_\_

**Exhibit 1**  
**Physical Barrier Placement and Safety Perimeter Indicator**

Please indicate Barrier Type and placement location on the attached diagrams. Contractor's personnel are responsible for placement of barriers.

\* Contractor to insert floor diagrams for specific floor barricade placement



**Pre X-Ray Checklist**  
**Checklist to be completed night of x-ray**

All items to be confirmed as complete. Indicate time completed, print last name and initial

1. X-Raying Radiation Safety Officer on site (Name): \_\_\_\_\_
  
  2. Warning Signs placed according to **Warning Signage Placement Schedule** (Mgmt to attached schedule B submitted by contractor)  
Time: \_\_\_\_\_ Name and Initial: \_\_\_\_\_
  
  3. Physical barriers in place cordoning off restricted areas according to **Physical Barrier Placement and Safety Perimeter Indicator** (Mgmt to attached schedule A submitted by contractor.)  
Time: \_\_\_\_\_ Name and Initial: \_\_\_\_\_
  
  4. Impacted elevators turned off, parked at lobby level with doors open.  
Elevator # \_\_\_\_\_  
Elevator # \_\_\_\_\_  
Elevator # \_\_\_\_\_
  
  5. Impacted stairways secured:  
Stair # \_\_\_\_\_  
Stair # \_\_\_\_\_  
Stair # \_\_\_\_\_
  
  6. Impacted escalators secured:  
Escalator # \_\_\_\_\_  
Escalator # \_\_\_\_\_  
Escalator # \_\_\_\_\_
  
  7. Elevator status confirmed at Lobby security post elevator status monitor: Before X-raying begins.  
Time: \_\_\_\_\_ Name and Initial \_\_\_\_\_  
Supervisor Name and Initial \_\_\_\_\_
  
  8. Restricted area physically walked with Radiation Safety Officer to ensure clear  
Time: \_\_\_\_\_ Name and Initial \_\_\_\_\_  
Supervisor Name and Initial \_\_\_\_\_
  
  9. Parking Garage secured:  
Time: \_\_\_\_\_ Name and Initial: \_\_\_\_\_  
  
If not required Radiation Safety Officer to indicate here by initialing: \_\_\_\_\_
  
  10. Loading Dock secured:  
Time: \_\_\_\_\_ Name and Initial: \_\_\_\_\_  
  
If not required Radiation Safety Officer to indicate here by initialing: \_\_\_\_\_
- On site observer: \_\_\_\_\_

**ATTACHMENT D**  
**Hot Work Permit Form**  
**1001**  
**PENNSYLVANIA**  
 A V E N U E

This form is not complete unless returned with Construction Special Access Form.

Date: \_\_\_\_\_ Contractor: \_\_\_\_\_ Tenant: \_\_\_\_\_

Location where work is to be performed:

\_\_\_\_\_

Date and Time of work to be performed:

\_\_\_\_\_

Below are the requirements set forth by this property which must be practiced while performing hot work at this site.

1. Contractor must make arrangements with Hines no less than 24 hours in advance of when work is expected to be performed.
2. All personnel who are welding or using any type of cutting torch must hold and present to Property Manager prior to commencement of work a copy of their Certificate of Fitness.
3. It will be determined at the time the contractor makes these arrangements as to whether the required work can be performed during the day or must be accomplished after building lease hours.
4. The contractor must provide an individual other than the one actually performing the hot work to serve as a fire watch and police the surrounding areas of where work is being performed. This individual must be equipped with a fire extinguisher which displays a current inspection sticker and must also be knowledgeable in the use of the extinguisher.

Brief description of work to be performed.

I have read and understood the above rules set forth by the property and will cooperate fully with these requirements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Company: \_\_\_\_\_

Title \_\_\_\_\_

Phone: \_\_\_\_\_

Cell Phone \_\_\_\_\_

For Management Only: Reviewed by: _____ Engineer assigned _____ Comments: _____	Construction Special Access Form Attached? _____ Fire Alarm Information _____
--	--