

1001  
PENNSYLVANIA  
— A V E N U E —

**RULES OF SITE FOR  
SEPARATE CONTRACTOR'S WORK**

**MOVING CONTRACTOR/TRANSFER/  
SYSTEMS FURNITURE/OFFICE EQUIPMENT**

1. The following rules and regulations governing work at 1001 Pennsylvania Avenue, NW, ("Site") by a Separate Contractor ("Rules of Site") have been established by the Landlord and are intended as guidelines within which Separate Contractors must operate. (For purposes of the Rules of Site, Landlord is defined as Hines Interests Limited Partnership, Property Manager as agent for Teachers Insurance and Annuity Association of America, a New York corporation, for the benefit of its Real Estate Account. It is the intent of the Landlord to cooperate with the Separate Contractor consistent with the fact that the progress of all Landlord's Contractor's Work must have priority over any separate Contractor's Work.
2. The Separate 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. Separate Contractor shall promptly remove from Site any employee deemed inappropriate or abusive by Owner.
3. Prior to the commencement of Separate Contractor work, the Separate contractor must procure coverage (as described in Attachment "A" hereto) in a form, in amounts, and from insurers reasonably acceptable to the Landlord. Such insurance shall name 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 as additionally insured and must include the following types of coverage: Comprehensive Automobile Liability Insurance; Fire and Extended Coverage Insurance on equipment, tools and material owned by Separate Contractor; Workman's Compensation and Occupational Diseases Insurance; Employers Liability Insurance; Comprehensive General Liability Insurance; Excess Liability Insurance.
4. In general, all of the Separate Contractor's Work must be scheduled so that it in no way conflicts with interferes with or impedes the progress of the Owner's Contractor's Work and/or Owner's operations and/or Tenant operations. Any portion of Separate Contractor other than normal business hours must be approved by Owner in advance of commencing such work.
5. The Separate Contractor must, in the presence of the Tenant and the Owner's representative, review the existing conditions prior to commencing work and is obligated to protect both the existing area and any adjacent area as directed by the Owner's representative, to include floors, walls and elevators if so required.
6. Before the separate Contractor will be allowed to move materials, equipment, personnel or any other items on the Site, or commence its work, the Separate Contractor must procure written permission from the Owner. Such permission will be given when suitable arrangements have been made between the Separate Contractor and Owner and the method of

charges related to the coordination of Separate Contractor's Work with Owner has been agreed upon.

7. Clean up and rubbish removal (to include, but not limit to, all packaging and protection devices) by the designated service elevators will be the responsibility of the Separate Contractor at its sole expense. Under no circumstances will rubbish be left at the Site's Loading Dock. If future pick-ups of Tenant's transfer boxes are included in the Separate Contractor's agreement with the Tenant, then all said boxes will be flattened and located in a central location prior to pick-up by the Separate Contractor. Hazardous or flammable materials are prohibited from the Site.
8. The Separate Contractor must schedule with the Owner shared use of service elevator during normal working hours (defined as 6:00am to 9:00 pm Monday through Friday inclusive) for transportation of material and personnel. Separate Contractor must make prior arrangements with Owner for use of service elevator and Loading Dock at hours other than normal working hours and arrange with Owner to pay reasonable costs which may be associated with this use, to include normal working hours if so deemed by the Owner.
9. The Separate Contractor must schedule with the Owner access to the Loading Dock at the Site. All materials unloaded must be moved to the area immediately and shall not impact use of this facility in any way. Storage is not provided at the Loading Dock.
10. Separate Contractor, its subcontractors, suppliers, agents and visitors may use only the designated service elevator, and are specifically prohibited from the lobby, interior stairwell and all other areas other than those required for Separate Contractor's work. Restroom access will only be provided through prior arrangement of Owner.
11. Smoking is prohibited throughout the Site.
12. The Separate Contractor must be responsible for the security of its own materials, equipment, and work. Separate Contractor must provide Property Manager with immediate access to any area secured by Separate Contractor.
13. The Separate Contractor must be responsible for all damage to the Site or to Owner's Contractor's work causes by Separate Contractor, its subcontractors, suppliers, agents and visitors.
14. The Separate Contractor must comply with all governing safety and health regulations that pertain to such work in the District of Columbia and on the Site. Temporary fire protection equipment, in accordance with governing regulations, shall be provided by Separate Contractor at its sole expense.
15. The Separate Contractor must not engage in any labor practice that may impact the Owner's Contractor's Work. Separate Contractor shall comply with all Federal, State and Local laws pertaining to its Work.
16. No parking on Site will be provided to Separate Contractor, its subcontractors, suppliers, agents and visitors.
17. The Separate 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. The Separate Contractor shall provide its own traffic control personnel and permits as required by the District of Columbia at its sole expense.

18. While working at the Site, the Separate Contractor must maintain supervisory personnel on site at all times. Such personnel must be fully empowered to coordinate, respond and authorize Separate Contractor's Work as necessary to enable Owner's Contractor's Work to proceed.
19. No cutting or patching of existing work will be permitted without prior written consent of Owner. Requests 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 building components or systems. All cutting, drilling and chipping is prohibited between the hours of 8:00 a.m. to 9:00 p.m. Monday through Friday.
20. The Separate Contractor must be responsible for false alarms of the Building Life Safety System generated by Separate Contractor, its subcontractors, suppliers, agents and visitors. Event of false alarm will cause the Separate Contractor to be charged \$250.00, plus any additional fees charged by the District of Columbia governing authorities in response to these alarms.
21. In order to facilitate your work, please note the following measurements of the service elevator: All dimensions approximate. Please verify these dimensions prior to your scheduled move.
  - a. The dimensions of the north and south service elevators are:
    - Width of the car = 6 feet 8 inches
    - Depth of the car = 6 feet 1 inch
    - Height (interior of cab) = 8 feet 5 inches

It is recommended that the Separate Contractor performs a walk through of the loading dock and service elevator areas prior to the move date.

AGREED TO AND ACCEPTED:

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

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

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

Tenant \_\_\_\_\_

## ATTACHMENT A

### 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 Interests Limited Partnership  
1001 Pennsylvania Ave, NW  
Suite 100  
Washington, DC 20004