

Columbia Square

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

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

1. The following rules and regulations governing work at Columbia Square, 555 Thirteenth Street, NW ("Site") by a Separate Contractor ("Rule 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 13th & F Associates Limited Partnership. It is the intent of the Landlord to cooperate with the Separate Contractor consistent with the fact that the progress of all Landlords' 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 must name 13th & F Associates Limited Partnership, Hines Interests Limited Partnership, Munich Reinsurance America, Inc. 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 7:00 am to 7:00 pm Monday through Friday inclusive) for limited transportation of material and personnel. Bulk deliveries or deliveries that will require the use of the loading dock for more than 20 minutes, will be scheduled to take place after hours or on weekends. 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 the 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 caused 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 Contractors, 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 supervisor 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 of functional capabilities of building components or systems. All cutting, drilling and chipping is prohibited between the hours of 7:00 am to 6:00 pm 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 are approximate. Please verify these dimensions prior to your scheduled move.
 - a. The dimensions of the east and west service elevators are:
 - Door width = 4 feet clear opening
 - Door height = 6 feet 10 inches
 - Width of the car = 4 feet 1 inch
 - Depth of the car = 7 feet 7 inches
 - Height of interior of cab = 7 feet and 6 inches with a rear section with a height of 9 feet 4 inches.
 - Weight capacity = 4,000 lbs.

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

AGREED TO AND ACCEPTED:

BY: _____

Company: _____

Date: _____

Tenant _____

ATTACHMENT A
INSURANCE REQUIREMENTS

OWNER

Before proceeding with any of Contractor's Work, Contractor shall furnish to Landlord and Owner's Agent, a certificate in form approved by Landlord (not to be unreasonably withheld) executed in duplicate by Contractor's insurance agent evidencing the insurance required by this Attachment with insurance companies approved by Landlord (not to be unreasonably withheld). Certificates not in approved form or which are incomplete will be returned to Contractor for revision or resubmission. Certificates must clearly indicate the work for which the certificate is submitted. Contractor shall keep said insurance in full force until acceptance of its Work by Tenant. Such insurance shall be modifiable or cancelable only on written notice to Landlord and Owner Agent from the insurance company, mailed to the Landlord and Owner Agent, ten (10) days in advance of modification or cancellation. In the event of cancellation notice, 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, Contractor shall cease all work and vacate Site, until such time as new Certificates of Insurance, as described above, are received by Landlord and Owner Agent.

Coverage	Minimum Limits of Liability
A. 1. Comprehensive Automobile Liability insurance to include non-owned, hired vehicles as well as owned vehicles.	\$1,000,000 per occurrence combined single limit bodily injury and or rented property damage.
2. Worker's Compensation	Statutory Limits
3. Employer's Liability	\$500,000
4. Commercial General Liability Insurance, including but not limited to:	\$1,000,000 per occurrence combined single limit bodily injury and property damage.
- Broad Form Property Damage	
- Contractual liability coverage	
- Contractor's protective liability coverage	
- Explosion, collapse and damage to underground utilities	
- Completed operations coverage for a period of two (2) years after final acceptance of the	

completed Contractor's work.

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| 5. Excess Liability | Not less than \$5,000,000 for each occurrence and in the aggregate. |
| B. 1. All Risk Builder's Risk covering Separate Contractor's Work | 100% of value of Separate Contractor's completed work. |
| 2. All Risk property insurance including theft covering equipment tools and materials owned or to be rented by Contractor. | Replacement Cost |

The insurance required under B.1 and B.2 shall include a waiver of subrogation clause as follows:

"It is agreed that in no event shall this insurance company have any right of recovery against Hines Interests Limited Partnership ("HILP"), 13th & F Associates Limited Partnership, Landlord's or HILP's agents or Landlord's Architects or Engineers".

Evidence of the above coverage should be provided to the Landlord and Owner Agent by means of a Certificate of Insurance with Landlord and Owner Agent as certificate holders. The Certificate of Insurance should include the following two statements:

1. 13th & F Associates Limited Partnership, Hines Interests Limited Partnership, Munich Reinsurance America, Inc. and _____ (Tenant) are additional insured on all policies referred to in Part A (other than Worker's Compensation), and that such policies (other than Worker's Compensation) will be primary insurance over any other available insurance to the additional insured for the negligence of the Separate Contractor.
2. With respect to insurance referred to in Part B, a waiver of subrogation as provided above.

Contractor shall also carry such additional insurance as may be required by the law in the District of Columbia. Contractor shall keep the insurance required by this paragraph in full force and effect until acceptance of its Work by the Landlord. If Contractor shall subcontract any of its work, Contractor shall be responsible for seeing that such subcontractor shall have the insurance coverage required by this Attachment and shall furnish Landlord and Owner Agent evidence thereof before the subcontractor commences work on the project. Contractor's obtaining of the insurance required by this Attachment shall in no manner lessen, diminish, or affect Contractor's obligations set forth in any provisions of the Rules of the Site.