

Columbia Square

Tenant Construction

RULES OF THE SITE

1. The following rules and regulations (“Rules of the Site”) governing work at Columbia Square, Washington, D.C. 20004, including adjacent supporting areas (the “Site”) by a Contractor, have been established by the Property Manager and are intended as guidelines within which a Contractor must operate. For the purposes of the Rules of the Site, 13th & F Associates Limited Partnership is the “Owner”; Hines Interests Limited Partnership is the “Property Manager”, _____ is the “Tenant”); and _____ is the “Contractor.” Contractor shall include Tenant’s General Contractor, Subcontractors and/or delivery companies. “Property Manager” shall mean the designated on-site representative of the Owner.

2. **Insurance Requirements:**

Prior to the commencement of Contractor’s work, Contractor and any subcontractor must procure insurance coverage (**as described by Attachment A hereto**) in a form, in amounts, and from insurers reasonably acceptable to Property Manager. Such insurance must name Hines Interests Limited Partnership, 13th & F Associates Limited Partnership (Owner) and _____(Tenant) as additionally insured.

The Certificate of Insurance must name the following as outlined below.

Certificate Holder:

13th & F Associates, L.P.
c/o Hines Interests Limited Partnership
555 Thirteenth Street, NW
Suite 420 West
Washington, D.C. 20004

Additional Insureds (to be identified **EXACTLY** as indicated below):

13th & F Associates Limited Partnership
Hines Interests Limited Partnership.
Munich Reinsurance America, Inc.
(Tenant)

3. **Tenant Occupancy Hours:**

Normal Occupancy: Monday through Friday 8:00 a.m. to 6:00 p.m.
Saturday 9:00 a.m. to 4:00 p.m.

Trash Removal (after occupancy): Monday through Friday 11:00 p.m. to 7:00 a.m.

Loading Dock: As scheduled with 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 normal tenant occupancy hours of the building, take measurable care to safeguard Site, promptly repair any damage caused by Contractor, or subcontractors, and restore Site to the

condition existing before such activity. All work by Tenant's Contractor which is to be performed must be approved by Property Manager in advance of commencing such work.

4. Conduct:

Contractor shall be responsible for all its actions on 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 Site any employee deemed inappropriate or abusive by Property Manager. There is to be no smoking on Site.

5. Site Logistics Plan:

a. Contractor must submit a Site Logistics Plan. All Contractor Site Logistics Plans must be submitted to Property Manager and approved prior to the start of construction. These plans should delineate Contractor's planning with respect to

- Security and employee badging
- material loading
- trash removal
- anticipated protection
- flammable material cabinets
- fire extinguisher locations
- shanty locations and duration
- system shutdowns,
- predetermined overtime to the extent possible.

b. Contractor, in the Site Logistics Plan, must accommodate and maintain a safe and legal means of egress to the building exterior.

6. Quick Response Team:

Contractor shall designate a quick response team (submit names to Property Manager) available to respond to "priority" items which may directly affect Site occupants. These individuals will be supplied with communication devices by Contractor (pagers, cellular phone, 2-way radio, etc.) at Contractor's expense. Contractor's quick response team is to include Contractor's Safety Officer as detailed in 17(c).

7. 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 Site must be rescheduled by Contractor. All work by Contractor which is to be performed at times other than normal tenant occupancy hours must be approved by Property Manager at least 48 hours in advance of commencing such work.

8. Existing Conditions:

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

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, including but not limited to the loading dock, service elevator and service elevator lobbies at the lobby level, P-2 level, and the floor(s) of construction, and provide a copy to Property Manager. This will establish the condition of the space prior to construction start and clearly define Property Manager/Contractor responsibility for

repairs and replacement. Failure to produce such documentation will indicate acceptance of the space by Contractor in as-is condition. Due to restrictions regarding the use of photographic equipment within Columbia Square Contractor shall coordinate when videotape or photographic documentation will be done. Property Manager may create a separate photographic record of base building Site conditions. If a separate Property Manager photographic record is made, Contractor will be informed and offered an opportunity to be present at the time the photographic record is made.

- c. Contractor will be required, with 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 but not be limited to homasote, masonite, tarps, insulation, plywood, etc.
- d. 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 and re-installing the covers on all electrical panels.
- e. All systems within the Site, unless specifically noted otherwise, are turned over to Contractor in an operable condition. Non-working systems or components of systems following any construction work are the responsibility of Contractor to rectify and are to be coordinated with Property Manager.
- f. All work done by Contractor must be consistent with construction documents ("Tenant Plans") previously reviewed by Owner Agent.
- g. Contractor and Tenant's Architect must at a minimum comply with Building Standard Materials and energy efficient lighting requirements.

9. 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 Property Manager and provide an acceptable Certificate of Insurance per Attachment A. Such permission will be given when suitable arrangements have been made between Contractor and Property Manager and the method of charges related to coordination of Contractor's Work with Property Manager has been agreed upon. Contractor will submit to Property Manager the address and contact information of Contractor's Account Receivable department.

10. Trash Removal:

- a. Clean-up and remove rubbish via designated construction exit/entrance to a central trash collection point and to a container provided by Contractor in a location established by Property Manager, and removal from the Site must be by Contractor at its sole expense. Contractor must at all times, on a daily 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 Site overnight without prior approval of 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 Property Manager at Contractor's expense. If Contractor plans to utilize an open-top dumpster, and place it on the building premises, Contractor must notify Landlord at least 48 hours prior to delivery. The dumpster must not be allowed to over-flow, and must be emptied on a regular basis. The dumpster must be removed immediately after construction is completed. Any required permits for placement of the dumpster are the responsibility of the Contractor.

- b. All work areas must be kept clean and safe. No trash storage is permitted in Tenant's leased premises or Base Building core areas. Any materials in any Base Building core area not under construction will be subject to removal and disposal at any time, 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	Toilet Rooms

11. Materials Delivery:

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

12. Building Access:

- a. Contractor, its subcontractors, suppliers, agents, and visitors may only use designated building entrance for access to their work on Site. Typically the construction entrance is via the loading dock off of 12th Street. Contractor is responsible for protection, ramps, door removal, security, and a dust free environment at this building entrance.
- b. Contractor, its subcontractors, agents, and visitors must arrange access and coordinate all access to Tenant occupied areas with Property Manager and Tenant's authorized personnel.
- c. Property Manager may at its discretion, institute and monitor a badge system with the purpose of controlling access to Site and monitoring construction personnel within the premises for the duration of the work. Contractor should anticipate tight controls by 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 responsible to wear their Contractor issued ID badge at all times while on Site. In addition, all construction related personnel will be required to sign in and out at the loading dock security office during normal working hours, or at the lobby security desk after hours, and be issued a paper security fade badge which shall be prominently displayed at all times while on the Site. Access will be denied without a badge and those discovered without a Contractor issue ID badge and a building issued security fade badge will be escorted off Site.

13. Vertical Transportation:

Passenger elevators are not available for access to Site, or for delivery of materials. Service elevator usage must be scheduled with 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 Property Manager connection to such service. Contractor must return all areas used for temporary service (including, but not limited to, toilet facilities, janitor's closet, electrical telephone or mechanical rooms) to an "as existing" condition. Property Manager will invoice Contractor on a monthly basis plus 15% for such services.
- b. Toilets: Contractor may use only those toilet facilities specifically designated and approved by Property Manager. Contractor shall submit an anticipated protection plan as part of the site logistics plan (refer to item 8B). At no time may any construction personnel use non-designated toilet facilities. Unless otherwise directed by Property Manager, all toilet facilities are to be cleaned and stocked on a daily basis.

- 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 exit ways 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 core doors including electrical, telephone, and mechanical area doors are not to be opened without an authorized key, 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 Property Manager. Contractor will include these areas in its photographic record to be submitted to Property Manager.
- f. Construction Entrance: If applicable, a fully enclosed painted, dust-free plywood enclosure is to be installed at the construction entrance and surrounding the new entrance. The enclosure paint color will be selected by Property Manager.

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 Property Manager at least 48 hours in advance, and the cost of any such required service will be billed to Contractor.
- c. Contractor must, however, provide Property Manager or designated representative at all times with keys or other devices which are required to access any area secured by Contractor on Site.

16. Site Damage:

Contractor shall be responsible for all damage to Site, existing Tenant space or to other Contractor's work caused by Contractor which can reasonably be found to have been caused by Contractor's personnel or sub contractors.

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 other contractors' work. Contractor shall comply with all governing safety and health regulations (Federal, State, Local, and OSHA) that pertain to such work in the District of Columbia on Site. If required, temporary fire protection equipment in accordance with governing regulations, or as reasonable required by Property Manager and/or Owner's Agent, shall be provided by Contractor at its sole expense.
- b. All Contractors must supply Property Manager with the following materials at least 48 hours before work commences:
 - i. A copy of their Hazard Communication Standard Program as required by OSHA.

- ii. 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.
 - iii. 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 Property Manager.
 - iv. Temporary ventilation plan for removal of VOC/fumes from space until permanent HVAC system is in full operation or as directed by Property Manager. Please refer to Section 30 for additional requirements.
 - v. All oxyacetylene must be removed when work is completed. Property Manager will require written notification (at least 48 hours prior to work) and the presence of an on-site Engineer, at Contractor’s expense, employed by Property Manager during all burning/welding operations.
- c. No flammable liquids, gases, or other highly combustible material will be allowed to be stored on Site (refer to item 5a).
 - d. 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 Property Manger **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 Property Manager a copy of their certification to do such. **This form is available at our web site (www.columbia-square.com) or in our office.**
 - e. Contractor shall give written notice to Property Manager within (24) hours after Contractor learns of any accident or emergency occurrence, fire or other casualty, or any damages to Site, building, building equipment, or Tenant’s improvements, including but not limited to damage caused by others.
 - f. Contractor shall also provide clear warning notices and effective barriers around work in public areas and tenant spaces.
 - g. 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 C.
 - h. Confined Spaces: This building has a Confined Space Entry Program as required under the Occupational Safety and Health Administration (OSHA), 29 CFR 1910.146. The Confined Space Entry Program applies to authorized employees, contractors and other persons who enter confined spaces. Contractors or other persons who enter a confined space while at this Property are required and expected to comply with the OSHA standards for confined space entry. Please refer to Exhibit XX for additional information related to confined spaces.

18. Field Offices:

Contractor shall not store any material on Site or erect any sheds, offices, or similar structures without prior agreement of 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 Site as directed by Property Manager. Property Manager may designate a Contractor field office adjacent to Site. If 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, Vehicular Traffic, and Parking

Contractor shall in no way interfere with or endanger public pedestrian and vehicular traffic adjacent to Site nor interrupt the flow of traffic in and out of 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 Site. The sidewalks, loading dock driveway, and loading dock are not to be used as parking by employees of Contractor.

20. Vending Machines:

No vending machines or concessions will be permitted on Site.

21. Signage:

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

22. Supervision:

While working at Site, Contractor must maintain supervisory personnel on 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 the Property Manager's electrical/fire alarm subcontractor. 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 Property Manager at least 48 hours prior to requirement.
- c. Property Manager must be notified at least 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." Notification must also be given when work is complete.
- d. Smoke detectors and other fire alarm system devices must be protected when performing work which may cause these devices to become unduly dusty. Any protecting device such as paper, tape and plastic, etc., must be removed daily.
- d. If Contractor damages or compromises the integrity of the Base Building fire alarm system, then Property Manager retains the right to call Property Manager's fire alarm contractor to repair or restore the system at Contractor's expense.

24. Air Balance:

Contractor must arrange for air balance with an air balance contractor approved by Property Manager. Air balance reports shall be prepared and submitted in a format approved by Tenant's MEP Engineer. All costs associated with such work shall be the responsibility of Contractor.

25. Progress Meetings:

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

26. Disruptive Work:

- a. Contractor agrees to perform work involved in slab penetrations, steel erection, interruptions of Site services, including but not limited to: fire protection, electrical, HVAC and plumbing services or other disruptive work between the hours of 11:00 p.m. and 7:00 a.m. Monday to Friday, 6:00 p.m. to 9:00 a.m. Saturday/Sunday or such other times designated by Property Manager so as not to disturb occupants on Site. All work performed by Contractor during non-normal working hours must be scheduled at least 48 hours in advance with Property Manager. Any work requiring an interruption in utility, HVAC or life safety system services to other tenants of Site shall be scheduled at least 48 hours in advance with Property Manager and shall be performed under the supervision of Property Manager's operating engineer. Contractor shall bear the cost of Property Manager's operating engineer, at an overtime rate, with a 4-hour minimum.
- b. The following construction operations which take place on any floor of Site must be performed outside the building standard lease 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 a vibration that may be disruptive to normal office operations. (Shooting drywall track, drilling pipe or duct work hangers, installing tack 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 ceilings of tenants other than Tenant.
 9. X-rays of slab.
 10. Painting
- c. No cutting or patching of existing work shall be permitted without prior written consent of 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 Site components or systems.
- d. Contractor shall provide reasonable notice, but not less than one week, to Property Manager for Site 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 Property Manager support staff. If such work interferes with Site 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 Site systems must not be shut down, operated, interrupted, modified, or reconfigured without the expressed prior written consent of Property Manager. An engineer employed by the 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
- Air Distribution
- Sprinkler
- Condenser Water/Cooling Tower
- Telephone/Data
- Domestic Water
- Standpipe
- Life Safety/Fire Alarm
- Heating Hot Water
- Chilled Water
- Elec. Power
- Security
- Plumbing
- BMS

- f. All new HVAC piping and existing HVAC piping that is drained, must be cleaned, flushed, and treated in accordance with Property Manager's design specifications. Prior to connecting into the system, Contractor must coordinate this work with 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. Only conduit can be run in the electrical closets. Provide updated panel schedules to Property Manager.
- h. Electrical panel covers must be reinstalled at the end of the work day.
- i. If work on the standpipe and sprinkler system is required, Property Manager must be notified and necessary Site staff will be dispatched to operate the Shut Off Valves. When work is completed, Property Manager must again be notified to reactivate the system. At no time will a floor be left without sprinkler coverage.
- j. Contractor is responsible for providing fire extinguishers with current inspection tags during the construction period within the work area, one per 7,500 square-feet of part thereof under construction.

27. Burning

Open fire or rubbish burning is strictly prohibited. Smoking is prohibited in the Building.

28. Fire Life Safety Systems:

- a. Contractor shall be responsible for false alarms of Site'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 Property Manager on a daily basis. Posting of fire watch at Contractor's expense may 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 Property Manager and must be reversed so as to put all Fire/Life Safety Systems back into service during non-business working hours. Contractor will be charged \$250.00 for each incident where the Fire/Life Safety Systems on 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.
- d. Any tie-ins to the Fire/Life Safety System must be coordinated through Property Manager, and Property Manager must be notified at least 48 hours prior to working on any of the devices. If any panels or devices are to be accessed, the Property Manager's approved fire alarm technician must be "on-site". The approved technician is to monitor all work related to their system as it progresses. At no time is the Fire/Life Safety System to be tied into without the presence of the Property Manager's approved fire

alarm technician. Any devices that are accidentally or otherwise made inoperable must be repaired or replaced immediately.

- e. The Fire Marshal Inspection is to be coordinated with Property Manager and be scheduled after 6:00 p.m. Monday through Friday.

29. 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 Property Manager before any work commences, and the original Certificate of Occupancy must be supplied to Property Manager at the time of issuance.

Tenant may not take occupancy until such time as a Certificate of Occupancy has been submitted to Landlord.

30. Indoor Air Quality Specifications:

Of growing importance in the operation of Class A office buildings is the establishment and maintenance of acceptable indoor air quality ("IAQ") procedures. Exhibit C-4 outlines, in general, the conditions under which Tenant construction must take place in order to comply with established Property Manager IAQ requirements. Contractor must meet with Property Manager prior to the commencement of construction to review all specific requirements, as outlined in Exhibit A, attached hereto.

THE CONTRACTOR AND ALL SUBCONTRACTORS MUST SIGN AND COMPLY WITH THESE GUIDELINES. FAILURE TO DO SO MAY RESULT IN WORK STOPPAGE UNTIL SUCH TIME AS FULL COMPLIANCE BY THE CONTRACTOR IS ACCOMPLISHED.

AGREED TO AND ACCEPTED BY TENANT:

By: _____
Company: _____
Date: _____
Signature: _____

AGREED TO AND ACCEPTED BY TENANT'S CONTRACTOR:

By: _____
Company: _____
Date: _____
Signature: _____

AGREED TO AND ACCEPTED BY SUBCONTRACTOR:

By: _____
Company: _____
Date: _____
Signature: _____

AGREED TO AND ACCEPTED BY SUBCONTRACTOR:

By: _____
Company: _____
Date: _____
Signature: _____

EXHIBIT A

INDOOR AIR QUALITY SPECIFICATIONS

INDOOR AIR QUALITY SPECIFICATIONS

ASHARA 62-89 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 should be selected and specified which produce a minimum amount of chemical emissions. A list of some manufacturers and their products who meet established pollutant standards is available upon request.
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 initial 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.

B. Requirements

1. The HVAC system should be designed to include sufficient air volume distribution to the occupants, 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

Dual wall construction of equipment handling air

Stainless steel components inside air handling equipment

Air filtration to minimize the 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 extremely cold weather.

3. Provide a minimum of two (2) air changes of outside air, twenty-four (24) hours per day commencing with instillation 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 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 exhaust fans should begin simultaneously with #2 or #3 above. Exhaust fans must be removed prior to occupancy. All buildings return air to the air handling until will be temporarily sealed to the extent feasible. Toilet exhaust will remain open. Careful coordination with the 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 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 concentration 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 material that produce VOC's must be performed after normal operating hours.
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.

EXHIBIT B

CONSTRUCTION SPECIAL ACCESS FORM



Columbia Square

CONSTRUCTION SPECIAL ACCESS FORM

This form is designed to provide Property Management, Engineering and Security with the necessary information to accommodate your request to perform construction related work in the building after hours. Please fill out the form in its entirety and return to the Property Management Office (420 West) no later than **12 noon** the day before access is required. **If any weekend work will require engineering or security staff onsite, this form must be submitted on Thursday.** This form will be reviewed by the appropriate Hines personnel, and you will be notified if the request cannot be approved. Forms can be faxed to (202) 637-8118.

TENANT INFORMATION

Tenant: _____

Emergency Contact: _____

Contact Number: _____

Contractor: _____

Supervisor on site: _____

Contact Number: _____

Subcontractor: _____

Supervisor on site: _____

Contact Number: _____

SCOPE OF WORK

Date(s) of access for work: _____

Time of access: _____

Floors where work will be performed: _____

Nature of Work: Plumbing Electrical Mechanical Painting Millwork Welding/Soldering Hot Work* Other

LOADING DOCK AND FREIGHT

Is use of the Loading Dock Required? _____

Time of arrival to dock: _____

Is use of the Freight Elevator Required? _____

Please note: The loading dock is open M-F from 7am to 6pm on a first come, first served basis. Parking in the loading dock is not permitted.

HINES USE ONLY

Engineering

	Yes	No	Location
Exhausting Required:	<input type="checkbox"/>	<input type="checkbox"/>	_____
Impairment Status:	<input type="checkbox"/>	<input type="checkbox"/>	
Engineer Needed:	<input type="checkbox"/>	<input type="checkbox"/>	
Permits/Plans Reviewed:	<input type="checkbox"/>	<input type="checkbox"/>	
Billable:	<input type="checkbox"/>	<input type="checkbox"/>	
Engineering Approval:	_____		

Property Management

	Yes	No
Parking Approved:	<input type="checkbox"/>	<input type="checkbox"/>
Security Notified:	<input type="checkbox"/>	<input type="checkbox"/>
Affected Tenants Notified:	<input type="checkbox"/>	<input type="checkbox"/>
Certificate of Insurance on file:	<input type="checkbox"/>	<input type="checkbox"/>
Billable Security:	<input type="checkbox"/>	<input type="checkbox"/>
Management Approval:	_____	

Comments:

ATTACHMENT A
INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

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 and 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 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.	
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	Replacement Cost

materials owned or to be rented by
Contractor.

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 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.

ATTACHMENT B

Quick Response Team for Tenant Construction

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 Columbia Square.

Safety Director:

Name: _____ Title: _____

Phone Numbers:

Cellular _____ Pager: _____

Home: _____ Blackberry: _____

Primary Contact

Name: _____ Title: _____

Phone Numbers:

Cellular _____ Pager: _____

Home: _____ Blackberry: _____

Other Team Members

Name: _____ Title: _____

Phone Numbers:

Cellular _____ Pager: _____

Home: _____ Blackberry: _____

Name: _____ Title: _____

Phone Numbers:

Cellular _____ Pager: _____

Home: _____ Blackberry: _____

ATTACHMENT C

Pre X-Ray Worksheet

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: _____

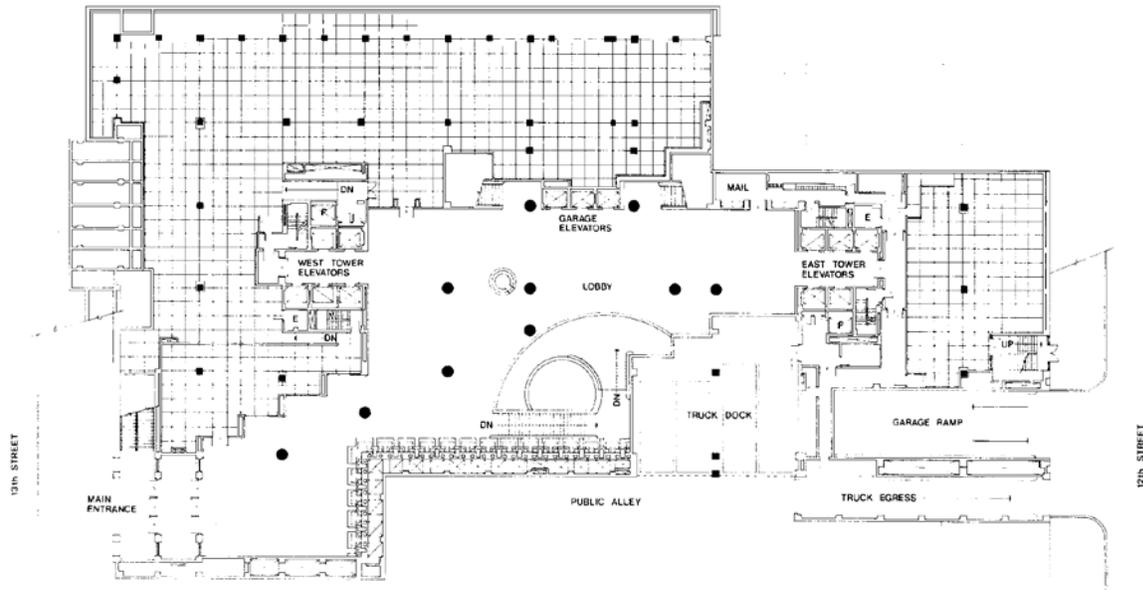
Date of x-ray activity: _____

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.



COLUMBIA SQUARE
A Project of Gerald D. Hines Interests

Level 1

I.M. PEI and PARTNERS
Architects New York



* 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: _____

Exhibit XX

Confined Space Program

As referenced in Paragraph XX of the Rules of Site, this building has a Confined Space Entry Program as required under the Occupational Safety and Health Administration (OSHA), specifically 29 CFR 1910.146. The Confined Space Entry Program applies to authorized employees, contractors and other persons who enter confined spaces. A confined space is a space that is large enough and so configured that a person can bodily enter and perform work. The space has limited or restricted means of entry or exit and/or is not designed for continuous human occupancy. A confined space is classified as either a permit-required confined space or a non-permit required confined space. All identified confined spaces at this Property have an established means to physically secure the space and a warning sign posted as shown below.

For non-permit required confined spaces:



For permit required confined spaces:



Non Permit Confined Spaces:

In addition to the OSHA standards, it is fully expected that contractor's employees adhere to the following access requirements for accessing non-permit confined spaces at the Property which include the following.

- Only authorized contractor employees are allowed to enter non-permit confined spaces
- Authorized contractor's employees who enter non-permit confined spaces are required to notify the on-site supervisor and the Hines Program Administrator or delegate (onsite personnel after hours) before accessing and after exiting
- Authorized contractor employees who enter non-permit confined spaces must consider the potential hazards through familiarity with the Confined Space Entry Checklist (see Exhibit XX)
- Authorized contractor employees entering non-permit confined spaces must provide a temporary barrier to prevent injury to non entrants.
- If a hazard is identified in a non-permit confined space, steps must be taken prior to entry to eliminate them, and if the hazard(s) cannot be eliminated, the authorized contractor's employee is not allowed to enter the space and will alert and engage the on-site supervisor and the Hines Program Administrator or delegate.

An authorized contractor's employee must be aware of the factors that could potentially elevate the classification of a non-permit confined space to a permit-required confined space.

A non-permit confined space may be elevated and reclassified as a permit-required confined space due to:

- the type of work being performed in the confined space

- the type of material taken into the confined space
- a change that has been made to the design of the confined space
- the way the confined space will be used
- other factors similar in nature.

Permit Required Confined Space

For any work taking place in a permit required confined space, the qualified contractor working in a permit-required confined space identified must have submitted to the Property Manager or authorized delegate for review the following prior to any work being scheduled:

- written permit-required confined space entry permit procedures developed with the use of a qualified resource
- proper personal protective equipment
- monitoring equipment
- emergency procedures
- signed Hines Services and Goods Agreement or other appropriate contract document
- All documentation for all confined space work.

Confined Space Entry Checklist

Responsibility The Program Administrator must complete a Confined Space Entry Checklist prior to work being performed in an identified confined space. The checklist must be kept on file.

Criteria #1	Yes	No	N/A
Procedures are in place for lines to the confined space containing inert, toxic, flammable or corrosive materials to be valved off and blanked, disconnected, separated or drained prior to entry			

Criteria #2	Yes	No	N/A
Procedures are in place to provide either natural ventilation or mechanical ventilation prior to entry			

Criteria #3	Yes	No	N/A
Procedures are in place to ensure portable electrical equipment used inside the confined space is insulated and grounded, or protected with ground fault protection			

Criteria #4	Yes	No	N/A
Procedures are in place whereby any oxygen consuming equipment, welding or combustion-type equipment used in a confined space includes measures to provide sufficient air to assure combustion without reducing oxygen concentration of the atmosphere to dangerous levels, and provisions are made to vent gases outside. Before gas welding or cutting in a confined space; <ul style="list-style-type: none"> • hoses are to be checked for leaks • compressed gas bottles forbidden inside of the confined space • torches lighted only outside of the confined space 			

Comments: _____

My signature acknowledges that I completed the Confined Space Entry Checklist prior to any type of work being performed in this confined space.

Program Administrator signature: _____
 Name or location of workplace: _____
 Date: _____

ATTACHMENT D

Hot Work Permit Form



Columbia Square

HOT WORK PERMIT FORM

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 _____

Reviewed by: _____ Construction Special Access Form Attached? _____

Engineer assigned _____ Fire Alarm Information _____

Comments: _____