

## RULES OF THE SITE

The following rules and regulations (“Rules of the Site”) governing work at the Building located at 1200 Nineteenth Street N.W., Washington, D.C. 20036, including adjacent supporting areas located within or outside the Premises (collectively, 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, 1200 Nineteenth Street, LLC is the “Owner”; Hines Interests Limited Partnership (202) 872-1435 Fax: (202) 785-4590 is the “Owner Agent” and Spectrum Inc., General Contracting is the “Contractor.” “Property Manager” shall mean the designated on-site representative of the Owner Agent (202) 872-1435 Fax: (202) 785-4590.

### 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 Property Manager. Such insurance must name Owner, 1200 Nineteenth Street, LLC, Owner Agent, Hines Interests Limited Partnership and Tenant as additional insureds.

### 2. **Work Hours:**

Normal Occupancy: Monday through Friday 7:30 a.m. to 8:00 p.m.

Contractor General Conditions:

Trash Removal: Monday through Friday 8:00 p.m. to 6:00 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 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 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 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 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 logistics plans, must accommodate and maintain a safe and legal means of egress to the Building exterior.

5. **Quick Response Team:**

- (a) Contractor shall designate a quick response team (submit names to 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 Property Manager 48 hours in advance of commencing such work.

7. **Existing Conditions:**

- (a) Contractor must, in the presence of Property Manager, review the existing conditions prior to taking over an area from 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, 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 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 like new condition.
- (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 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) 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. Non-working system or components of systems following any construction work are the responsibility of Contractor to rectify.
- (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 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.

#### 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 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 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.
- (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 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 create

#### 10. **Materials Delivery:**

Contractor must schedule with Property Manager access to 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. 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 Site's lobby or public corridors on the Ground Floor will be permitted at any time. 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 Tenants' authorized personnel.
- (c) Property Manager may institute and monitor a badge system with the purpose of controlling access to the 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 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. **Vertical Transportation:**

Passenger elevators are not available for access to the Site, or for delivery of materials. Service elevator usage must be scheduled with Property Manager.

#### 13. **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 closets, electrical telephone or mechanical rooms) to an "as existing" condition. Property Manager will invoice Contractor on a monthly basis for the use of utilities.
- (b) Toilets: Contractor may use only those toilet facilities specifically designated and approved by Property Manager. Contractor shall submit an anticipated protection plan for said facilities as part of the Site Logistics Plan (refer to item 5(b)). At no time may any construction personnel use nondesignated 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 exitways 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.
- (f) Construction Entrance: A fully enclosed dust-free enclosure is to be installed at the entrance to the construction area.

#### 14. 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 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 the Site.

15. **Site Damage:**

Contractor shall be responsible for all damage to the Site, existing tenant space or to other contractor's work caused by Contractor.

16. **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 governing safety and health laws and regulations (Federal, State, Local, and OSHA) that pertain to such work in the District of Columbia on the Site. If required, temporary fire protection equipment in accordance with governing regulations, or as reasonably required by Property Manager and/or Owner Agent, shall be provided by Contractor at its sole expense.
- (b) Contractor must supply Property Manager with the following materials 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 Property Manager.
  - 4. Temporary ventilation plan for removal of VOC/fumes from space until permanent HAV systems in full operation or as directed by Property Manager.
  - 5. All oxylacethlene must be removed when work is completed. Property Manager will require written notification (each day) and the presence of an on-site engineer employed by Property Manager during all burning/welding operations.
- (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 Property Manager.

- (d) No flammable liquids, gases, or other highly combustible material will be allowed to be stored on the Site (refer to item 5(a)). 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 (“Hazardous Materials”); or permit or allow any third party to do so, without Owner’s express, prior, and written consent. Contractor’s compliance with the terms of this Paragraph 17 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, 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 shall have the right, but not the obligation, without in any way limiting its other rights and remedies, to take such actions as Owner 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 in the exercise of any such rights shall be payable by Contractor to Owner 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 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 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 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.

17. **Field Offices:**

Contractor shall not store any material on the Site or erect any sheds, offices or similar structures without the prior approval 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 the Site as directed by Property Manager. Property Manager may designate a Contractor field office adjacent to the 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.

18. **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.

19. **Vending Machines:**

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

20. **Signage:**

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

21. **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.

22. **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 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 Property Manager 48 hours prior to requirement.
- (c) Property Manager must be notified 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."
- (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.

**23. 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.

**24. 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.

**25. 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 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 Property Manager so as not to disturb occupants of the Site. All work performed by Contractor during non-normal working hours must be scheduled 48 hours in advance with Property Manager. Any work requiring an interruption in utility, HVAC or life safety system services to other tenants of the 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 floors of the Site must be performed outside the hours of tenant occupancy. 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.

(a) 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 the Site components or systems.

(b) 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 the 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.

(c) 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 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	BMS
Cooling Tower	Plumbing	Telephone/Data

(d) 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.

(e) 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 Property Manager.

- (f) Panel covers must be reinstalled at the end of the work day.
- (g) 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 unless a fire watch, previously authorized by Property Manager, is instituted with Property Manager's participation.
- (h) 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.

26. **Burning:**

Open fire or rubbish burning is strictly prohibited.

27. **Fire Life Safety Systems:**

- (a) Contractor shall be responsible for false alarms of the 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 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 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.
- (d) Any tie-ins to the Fire/Life Safety System must be coordinated through Property Manager, and Property Manager must be notified 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 Property Manager and be

scheduled before 8:00 a.m. and after 6:00 p.m.

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 Property Manager before any work commences, and the original Certificate of Occupancy at the time of issuance.

29. **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. Attachment B 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 requests, as outlined in Attachment B, attached hereto.

30. **Good Construction Procedures:**

- (a) All abandoned equipment 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 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) [Reserved].
- (e) All penetrations must be waterproofed and have firestop installed.
- (f) 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.
- (g) All waste lines that create condensation due to ice machines, refrigerators, etc., must be insulated to prevent leaks. Repairs performed due to uninsulated lines will be charged to the tenant.
- (h) There will be no sweating or welding during the building operating hours - THE FIRE ALARM SYSTEM CANNOT BE OVERRIDDEN FOR THIS PURPOSE DURING OPERATING HOURS

ALL CONTRACTORS MUST 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: \_\_\_\_\_  
Contractor: \_\_\_\_\_

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

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

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

**ATTACHMENT A**

**1200 Nineteenth Street**

**Owner Certificate of Insurance Requirements**

**INSURANCE  
Vendors/Contractors**

Before proceeding with any of Contractor's work, Contractor shall furnish to Owner and Owner Agent, a certificate in form approved by Owner (not to be unreasonably withheld) executed in duplicate by Contractor's insurance agent evidencing the insurance required with insurance companies approved by Owner (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 the Tenant. Such insurance shall be modifiable or cancelable only on written notice to Owner and Owner Agent from the insurance company, mailed to Owner 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 the Site, until such time as new Certificates of Insurance, as described above, are received by Owner and Owner Agent.

<b>Coverage</b>	<b>Minimum Limits of Liability</b>
1. Commercial General Liability Insurance	\$1,000,000 per occurrence bodily injury and property damage.
2. Excess/Umbrella Liability	\$5,000,000
3. Comprehensive Automobile Liability Occurrence insurance to include non-Owned, hired or rented vehicles as well as owned vehicles.	\$1,000,000
4. Statutory Minimum Worker's Compensation and Occupational Disease.	

“It is agreed that in no event shall this insurance company have any right of recovery against 1200 Nineteenth Street, LLC, Hines Interests Limited Partnership, Owner’s or Owner's Agent's agents or Owner’s Architects or Engineers”.

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

**1200 Nineteenth Street LLC** and **Hines Interests Limited Partnership** are additional insureds on all policies (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 Contractor.

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 Owner. If Contractor shall subcontract any of its work, Contractor shall be responsible for seeing that such subcontractor shall have the insurance coverage and shall furnish Owner and Owner Agent evidence thereof before the subcontractor commences work on the Site.

## ATTACHMENT B

### INDOOR AIR QUALITY

ASHRAE 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. Owner recommends that materials and finishes 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. Owner recommends that the construction schedule 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.
4. All HVAC equipment and delivery systems (i.e., ductwork, diffusers, etc.) must be clean and designed so as to not encourage accumulation or distribution of microbial growth or other air borne contaminants.

#### 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 micro organisms.

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 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 should, whenever feasible, allow wet applications to dry completely before installing dry materials and furnishings.
5. 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.
6. 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.
7. 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.
8. CFM readings must be taken before work is started and after work is completed any time changes are made to an air supply system that serves another tenant.