

Rules of the Site

The following rules and regulations (“Rules of the Site”) applicable to the office buildings located at CityCenterDC (collectively, the “Building”) including all adjacent supporting areas (collectively, the “Site”) have been established to govern all tenant construction work on the Site. All contractors and sub-contractors working on the Site must strictly adhere to the Rules of the Site without exception. For the purposes of these Rules of the Site, CCDC Office LLC is the “Owner”, Hines Interests Limited Partnership is the “Owner Agent”, _____ is the “Tenant”, _____ is the “Contractor” and the work to be constructed by the Contractor is the “Contractor’s Work.” Contractor shall include Tenant’s general contractor, sub-contractors, suppliers and delivery companies. These Rules of the Site are intended to be applicable pursuant to the terms of that certain Lease, dated _____, 20__ between Owner and Tenant.

1. **Insurance:**

Prior to the commencement of Contractor’s Work, Contractor and any subcontractor(s) must procure the insurance coverage described in Attachment A hereto in a form and from insurers reasonably acceptable to Owner Agent.

2. **Work Hours:**

Normal Business Hours: Monday through Friday 8:00 a.m. to 8:00 p.m.
Saturday 9:00 a.m. to 4:00 p.m.

Construction Utility Hours: Monday through Friday 7:00 a.m. to 4:30 p.m.

Trash Removal: Monday through Friday 8:00 p.m. to 6:00 a.m.

Loading Dock: As scheduled with Owner Agent

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 its subcontractors and restore the Site to the condition existing before such activity. All Contractor’s Work which is to be performed at times other than Normal Business Hours must be approved by Owner Agent in advance of commencing such work, such approval not to be unreasonably withheld.

3. **Conduct:**

Contractor shall be responsible for all of 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 reasonably deemed inappropriate or abusive by Owner Agent. **There is to be no smoking on the Site.**

4. **Site Logistics Plan:**

- (a) Contractor must prepare a Site Logistics Plan. The Site Logistics Plan must be submitted by Contractor to Owner Agent and approved prior to the start of construction, such approval not to be unreasonably withheld, conditioned or delayed. The plan 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 must establish in the Site Logistics Plan, and then maintain during construction, a safe and legal means of access/egress to the Building.

5. **Quick Response Team:**

- (a) Contractor shall designate a quick response team available to respond to "priority" items which may directly affect the Site occupants and submit such names to Owner Agent. 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 does not conflict with, unreasonably interfere with, or impede the operation of the Site or disturb any occupant of the Building as reasonably determined by Owner Agent. Any portion of Contractor's Work that is in conflict with the operation of the Site must be rescheduled by Contractor. All work by Contractor which is to be performed at times other than Normal Business Hours must be approved by Owner Agent not less than 48 hours in advance of commencing such work.

7. **Existing Conditions:**

- (a) Contractor must review the existing conditions prior to commencing Contractor's Work in an area and must accept the area in "as-is" condition unless material deficiencies exist which prevent Contractor from starting construction. If such material deficiencies do exist, Contractor will notify Owner Agent and Owner Agent shall promptly cause the repairs necessary to be made to enable Contractor to start construction.
- (b) Contractor will be required, with Owner Agent'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 be provided by homasote, masonite, tarps, insulation, plywood and similar means. Protection of hallway carpets, wall coverings, and elevators using masonite board, carpet, heavy duty cardboard or pads is required.

- (c) Owner Agent reserves the right at any time to require additional protection as reasonably deemed necessary to protect the Site. Contractor shall restore any areas affected by construction operations, including but not limited to the replacement of ceiling tile, prior to the start of the next business day.
- (d) All systems on the Site, unless specifically pointed out to be otherwise, are turned over to Contractor in an operable condition and in full conformance with design specifications. To the extent caused by Contractor, any such systems or components of systems that are found to be not operable following the completion of Contractor's Work are the responsibility of Contractor.
- (e) All work done by Contractor must be consistent with the plans and specifications referenced in Contractor's contract with the Tenant, which Tenant has confirmed to Contractor have been previously approved by Owner or Owner Agent.
- (f) Building floor slabs are concrete post-tensioned slabs. Any and all modifications to the concrete slabs, including but not limited to drilling, cutting, nailing, coring or chipping must be approved by Owner Agent following review by a licensed structural engineer of Owner Agent's choice.

8. **Project Start:**

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

9. **Trash Removal:**

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

- (c) Contractor is responsible for cleaning all areas of Contractor's Work within Tenant's leased premises or other areas accessed by its personnel (to the extent its personnel cause any condition requiring cleaning in any accessed area), including but not limited to:

Stairways/Mean of Egress	Building Perimeter
Telephone/Electrical Closets	Temporary Entrance/Office
Elevators & Vestibules	Central Plant
Loading Dock	Restrooms

10. **Materials Delivery:**

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

11. **Building Access:**

- (a) Contractor, its subcontractors, suppliers, agents, and visitors may only use a designated Building entrance for access to their work on the Site. No access to the Building's lobby or ground floor public corridors will be permitted at any time without Owner Agent's written permission. Should any such permission be granted by Owner Agent, Contractor is responsible for the installation of protection, ramps, door removal, security and the maintenance of a dust free environment, all in a manner reasonably approved by Owner Agent.
- (b) Contractor, its subcontractors, agents, and visitors must arrange access and coordinate all access to any tenant occupied areas of the Building with Owner Agent, with any such access being subject to the approval of the tenant occupying any such areas.
- (c) Owner Agent may institute and monitor a badge system with the purpose of controlling access to the Building and monitoring construction personnel within the Site for the duration of the Contractor's Work. Contractor should anticipate tight controls by Owner Agent of all personnel entering or leaving the Building, 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 to the Site 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.
- (e) All Building core doors including electrical, telephone and mechanical room doors are not to be opened without an authorization from Owner Agent.

- (f) Notwithstanding anything to the contrary set forth in these Rules of Site, in order to maintain a clean, safe and healthy environment for the tenants, patrons and employees of the CityCenterDC, Owner Agent reserves the right, but shall have no obligation, to implement a protocol for screening all individuals entering the Building, mandating the use of face coverings or other personal protective equipment, and/or establishing other measures in connection with any health emergency related to a virus, disease, pandemic, epidemic or similar cause. Owner Agent may preclude entry to those who refuse to participate in such screening or other measures or who fail to meet the screening or other requirements set forth in such protocol.

12. **Vertical Transportation:**

Passenger elevators are NOT available for access to the areas of Contractor's Work or for the delivery of materials. Service elevator usage must be scheduled with Owner Agent.

13. **Temporary Utilities/Protection:**

- (a) Utilities: Contractor will be afforded access to temporary utilities including electricity and water and provided HVAC service. Contractor must coordinate the connection to such service with Owner Agent. 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 their original condition as established prior to construction start. This shall also include the removal of any and all temporary lighting. Contractor will not be invoiced for the use of such services during Construction Utility Hours.
- (b) Toilets: Contractor may use only those toilet facilities specifically designated and approved by Owner Agent. Contractor shall submit an anticipated protection plan for said facilities as part of the Site Logistics Plan. At no time may any construction personnel use non-designated toilet facilities.
- (c) Stairways: The stairway doors must not be held open by any means or the lock sets or strikes of the doors tampered with in any way. Stairways and all exits are to be kept clear for safe egress at all times. Contractor's safety officer will inspect all means of access/egress as often as necessary, but not less than daily, to ensure that these requirements are met.
- (d) Doors: All Building core doors including electrical, telephone and mechanical room doors are not to be opened without an authorization from Owner Agent, 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 the completion of construction, Contractor shall restore all such areas used by Contractor in connection with Contractor's Work to their original condition as established prior to construction start.

- (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.
- (b) Contractor is responsible for the cost of any additional security in Tenant's premises when such additional service is deemed necessary by Tenant or Contractor. Requests for additional guard service are to be directed to Owner Agent 48 hours in advance, and the cost of any such required service will be billed to Contractor or Tenant, as indicated in the applicable request.
- (c) Contractor must provide Owner Agent 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 Building or any other areas of the Site caused by Contractor or its sub-contractors.

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 Federal (including OSHA) and local governing, safety and health laws that pertain to such work in the District of Columbia. If required, temporary fire protection equipment in accordance with governing regulations, or as reasonably required by Owner Agent, shall be provided by Contractor at its sole expense. This includes but is not limited to fire extinguishers and fire blankets for fire watch.
- (b) Contractor must supply Owner Agent with the following materials not less than 48 hours before work commences:
 1. A copy of their Hazard Communication Standard Program as required by OSHA.
 2. A list of products and their hazardous substances which Contractor and/or subcontractors plan to use. The list should include dates and shifts. The list is to be updated as Contractor's 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 "Safety Data Sheet" shall be submitted for the prepared product or material for review by Owner Agent.

4. All oxyacetylene must be removed when work is completed. Owner Agent will require written notification (each day) and the presence of an on-site operating engineer employed by Owner Agent during all burning/welding operations. Hot permits issued by Owner Agent are required for all open flame work.
- (c) Contractor shall designate a qualified safety officer to oversee the work and provide life safety training to all personnel. Contractor shall submit the name of this person to Owner Agent.
- (d) No flammable liquids, gases, or other highly combustible material will be allowed to be stored on the Site. Contractor shall at no time use, generate, release, store, treat, dispose of, or otherwise deposit, in, on, under or about the Site, any material or substance which may be hazardous or toxic as determined from time to time by any governmental body or by Owner Agent (“Hazardous Materials”), or permit or allow any third party to do so, without Owner Agent’s express prior written consent. Contractor’s compliance with the terms of this paragraph and with all environmental laws and regulations shall be at Contractor’s sole cost and expense. Contractor shall pay or reimburse Owner for any costs or expense incurred by Owner, including reasonable attorneys’, engineers’, consultants’, and other experts’ fees and disbursements incurred or payable to determine, review, approve, consent to or monitor the requirements for compliance with all environmental laws and regulations, including, without limitation, above and below ground testing. Any and all chemical containers, vessels or other equipment supplied by Contractor for use on the Site, shall remain the property of the Contractor. Upon notice from Owner Agent, Contractor shall cause such items to be removed from the Site and properly disposed of, in accordance with the applicable laws, codes or regulations, at Contractor’s sole expense and responsibility. If Contractor fails to comply with the provisions of this paragraph, Owner Agent shall have the right, but not the obligation, without in any way limiting its other rights and remedies, to take such actions as Owner Agent deems necessary or advisable to clean up, remove, resolve, or minimize the impact of, or otherwise deal with, any Hazardous Materials on or affecting the Site, following the receipt of any notice or information asserting the existence of any Hazardous Materials. All reasonable costs and expenses paid or incurred by Owner or Owner Agent in the exercise of any such rights shall be payable by Contractor promptly upon demand.
- (e) Any time that a burning or welding device is used, all surrounding areas must be protected from the heat and/or flame of the device. All personnel who are welding or using any type of cutting torch must hold and present to Owner Agent prior to the commencement of his work, a copy of their Certificate of Fitness to perform such activities. Additionally, all personnel employed to perform fire watch responsibilities must provide to Owner Agent a copy of their certification to do such before any work begins.
- (f) Contractor shall give immediate verbal notice and written notice to Owner Agent 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 Owner Agent. Any stored material, shed, office, or other material which interferes with the operation of the Building or the orderly progress of another contractor's work must promptly be relocated or removed from the Site as directed by Owner Agent. Owner Agent may designate a Contractor field office adjacent to or within the construction area. If so designated, Contractor will be responsible to build space out, drywall, and paint if exposed to the public or other tenants, power, telephone, lighting, floor protection, etc.

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 Owner Agent.

21. **Supervision:**

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

22. **Fire Alarm:**

- (a) Contractor must arrange for all connections to the Building fire alarm system to be performed by an electrical/fire alarm subcontractor approved by Owner Agent. All costs associated with such work shall be the responsibility of Contractor.
- (b) Any work requiring suppression of the alarm systems shall be subject to Owner Agent's approval. Contractor must notify Owner Agent not less than 48 hours prior to any such requirement. Notification must also be given when work is complete.

- (c) Owner Agent must be notified not less than 48 hours prior to the use of any burning or welding device or demolition work so that the fire alarm system can be taken “off-line.” 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 protection such as paper, tape and plastic, etc., must be removed daily.

23. **Air Balance:**

Contractor must arrange for air balance with an AABC or NGBB certified air balance contractor approved by Owner Agent. Air balance reports shall be prepared and submitted in a format approved by Tenant’s mechanical engineer. All costs associated with such work shall be the responsibility of Contractor.

24. **Progress Meetings:**

Contractor shall conduct weekly job progress meetings and sub-contractor meetings which Owner Agent will be invited to attend. Contractor and subcontractors shall be represented by an individual empowered to speak and act on Contractor’s or subcontractor’s behalf.

25. **Disruptive Work:**

- (a) Following occupancy of the Building by any tenant, **Contractor agrees to perform work involving interruptions of Building services, including but not limited to, fire protection, electrical, HVAC and plumbing services or other disruptive work outside Normal Business Hours so as not to disturb occupants of the Building.** All such work must be scheduled not less than 48 hours in advance with Owner Agent. Any work requiring an interruption in utility, HVAC or life safety system services to other tenants of the Building shall be scheduled at least 48 hours in advance with Owner Agent and shall be performed under the supervision of Owner Agent’s operating engineer. Contractor shall bear the cost of Owner Agent’s operating engineer, at said individual’s incremental cost (if any).
- (b) The following construction operations which take place on any floors of the Building are examples of disruptive work. These operations include, but are not limited to:
 - 1. Drilling or cutting of the concrete floor slab (chiseling or channeling is not permitted) or any x-ray of the slab. See Section 7(f).
 - 2. Drilling or cutting of any structural member or installation of new structural member. See Section 7(f).
 - 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, steel erection, 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.
- (c) No cutting or patching of existing work shall be permitted without prior written consent of Owner Agent. Request for permission to do cutting, drilling or chipping shall include explicit details and description of work and must not under any circumstances diminish the structural integrity or functional capabilities of the Building components or systems. See Section 7(f).
- (d) Contractor shall provide at least 48 hours prior notice to Owner Agent for any Building system (including elevator) shutdowns necessary to perform the work, including a description of work intended, a comprehensive schedule of shutdowns, anticipated duration of shutdown, systems involved, contingency plans, and required Owner Agent support staff. If such work interferes with the Building occupants' ability to conduct business, Contractor shall perform such work, or effect such interruption, during times other than Normal Business Hours consistent with good construction practices. All contractors (including Contractor) shall coordinate shutdowns so as to reduce the frequency of occurrence and duration of service interruption. All final Building system tie-ins shall be conducted by the Building contractor. Said systems include but are not limited to: fire alarm sprinkler system, HVAC control system or others required by Owner Agent.
- (e) The following Building systems must not be shut down, operated, interrupted, modified or reconfigured without the prior written consent of Owner Agent. An operating engineer employed by Owner Agent must be present during all shutdowns, at said individual's incremental cost (if any). Special care must be taken when these systems serve other tenant areas:
- | | | |
|------------------|-------------------|----------------------------|
| Elevator | Domestic Water | Electrical Power |
| Air Distribution | Standpipe | Security |
| Chilled Water | Sprinkler | Life Safety/Fire Alarm |
| Condenser Water | Heating Hot Water | Building Management System |
| Cooling Tower | Plumbing | Telephone/Data |
- (f) All new HVAC piping and existing HVAC piping that is drained must be cleaned, flushed and treated in accordance with Owner Agent's design specifications. Prior to connecting into the system, Contractor must coordinate this work with Owner Agent and the approved water treatment vendor. All new piping must be hydrostatically tested before being brought on line.
- (g) Any electrical circuits that are relocated within the electrical panels or any electrical circuits that are added to an electric panel must be labeled. Contractor must provide updated panel schedules to Owner Agent.
- (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, Owner Agent must be notified, and necessary Building staff will be dispatched to operate the shut off valves. When work is completed, Owner Agent must again be notified to reactivate the system. At no time will a floor be left without sprinkler coverage unless a fire watch, previously authorized by Owner Agent, is instituted with Owner Agent's participation.
- (j) Contractor is responsible for providing fire extinguishers with current inspection tags during the construction period within the work area, at a ratio of one fire extinguisher per 7,500 square feet 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 Building's Fire/Life Safety System generated by Contractor. Each event of a false alarm generated by Contractor 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 of the system out of service, must be obtained from Owner Agent on a daily basis. Posting of fire watch will be required during all periods when the system is fully or partially out of service.
- (c) Any efforts to disable the smoke detectors in the work area must be coordinated with Owner Agent and must be reversed so as to put all Fire/Life Safety Systems back into service at the end of each day. Contractor will be charged \$250.00 for each incident where the Fire/Life Safety Systems on the Site are left in a disabled condition by Contractor, 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 Owner Agent, and Owner Agent must be notified not less than 48 hours prior to working on any of the devices. If any panels or devices are to be accessed, the Building fire alarm contractor's 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 the Building fire alarm contractor's technician. Any devices that are accidentally or otherwise made to be inoperable by Contractor must be repaired or replaced immediately.
- (e) Fire Marshal Inspection is to be coordinated with Owner Agent and be scheduled before 7:00 a.m. and after 8:30 p.m. or on weekends after 4:00 p.m.

28. **Permits:**

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

29. **Indoor Air Quality Procedures:**

Attachment B outlines indoor air quality (“IAQ”) procedures that must be established and maintained throughout the construction period. Contractor must meet with Owner Agent prior to the commencement of construction to review all specific requirements, as outlined in Attachment B.

30. **Good Construction Procedures:**

- (a) All cabling installed in a return air path must be plenum rated.
- (b) All slab penetrations must be waterproofed and have “firestop” installed when finished. See Section 7(f).
- (c) Any and all equipment and cabling installed in ceilings cannot be supported by the suspended ceiling or any existing support wires. They must be secured to the underside of the slab and comply with all National Fire Safety Codes.
- (d) All waste lines that create condensation such as those from ice machines, refrigerators, etc., must be properly insulated to prevent leaks. Repairs performed due to lines that are not insulated will be charged to Tenant.

31. **Compliance:**

CONTRACTOR AND ALL CONTRACTOR’S SUBCONTRACTORS MUST COMPLY WITH THESE GUIDELINES. FAILURE TO DO SO MAY RESULT IN WORK STOPPAGE UNTIL SUCH TIME AS FULL COMPLIANCE IS ASSURED.

AGREED TO AND ACCEPTED

By: _____

Contractor: _____

Date: _____

ATTACHMENT A

CCDC Office LLC

Owner Certificate of Insurance Requirements

Contractors/Subcontractors

Before proceeding with any of Contractor's Work, Contractor shall furnish to Owner and Owner Agent a certificate in form approved by Owner Agent (not to be unreasonably withheld) executed in duplicate by Contractor's insurance agent evidencing the insurance required with insurance companies approved by Owner Agent (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 Agent from the insurance company, delivered to Owner Agent not less than 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 Agent.

Coverage	Minimum Limits of Liability
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.	
5. Employer's Liability	\$1,000,000 per accident

It is agreed that in no event shall Contractor's insurance company have any right of recovery against Owner, Owner Agent, their insurance carriers or Owner's architects or engineers.

Evidence of the above coverage should be provided to 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:

CCDC Office LLC, CCDC Common Area Association, CCDC Garage Board, CCDC PBW Garage Board, CCDC Retail LLC, CCDC Retail Parcel-B, LLC, CCDC Residential Rental LLC, CCDC Hotel LLC, Bozzuto Management Company, Conrad Management, LLC, CityCenterDC REA Manager, Inc., The Unit Owners Association of H Street Condominium, The Unit Owners Association of I Street Condominium, 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 law in the District of Columbia. Contractor shall keep the insurance required by this Attachment A in full force and effect until acceptance of its work by Tenant. If Contractor shall subcontract any of its work, Contractor shall be responsible for seeing that such subcontractors shall have the insurance coverage required hereunder and shall furnish Owner Agent evidence thereof before the subcontractor commences work on the Site.

ATTACHMENT B
INDOOR AIR QUALITY

PART 1 GENERAL

1.01 SUMMARY

- A. This Attachment B includes general requirements and procedures for compliance with U.S. Green Building Council's (USGBC) LEED IEQ Credits under the USGBC's LEED 3.0 Commercial Interiors rating system.
- B. This Attachment B includes requirements for Contractor's procedures for achieving acceptable indoor air quality within the interior areas of this Project during construction, and preventing contamination of ductwork, HVAC equipment, and other building materials to avoid future IAQ problems after occupancy. Work includes restrictions on the use of permanent building mechanical systems prior to Owner acceptance.
- C. Comply with the requirements for LEED IEQ, and as specified in Contractor's Contract plans and specifications relating to "Sustainable Design Requirements" and in this Attachment B. The Contractor shall prepare and submit an Indoor Air Quality (IAQ) Management Plan.
- D. Provide submittals as specified in Contractor's Contract plans and specifications relating to "Sustainable Design Requirements".
- E. Subcontractors and their employees shall be provided instruction and training in the IAQ Management Plan.

1.02 DEFINITIONS

- A. Adequate ventilation: Ventilation, including air circulation and air changes, required to cure materials, dissipate humidity, and prevent accumulation of particulates, dust, fumes, vapors, or gases.
- B. Indoor Air Quality (IAQ): The composition and characteristics of the air in an enclosed space that affect the occupants of that space. The indoor air quality of a space refers to the relative quality of air in a building with respect to contaminants and hazards and is determined by the level of indoor air pollution and other characteristics of the air, including those that impact thermal comfort such as air temperature, relative humidity and air speed.
- C. Interior final finishes: Materials and products that will be exposed at interior, occupied spaces; including flooring, wall covering, finish carpentry, and ceilings.
- D. Packaged dry products: Materials and products that are installed in dry form and are delivered to the site in manufacturer's packaging: including carpets, resilient flooring, ceiling tiles, and insulation.

- E. Wet products: Materials and products installed in wet form, including paints, sealants, adhesives, special coatings, and other materials which require curing.

1.03 SUBMITTALS

- A. Submit the following according to Conditions of the Construction Contract.
- B. Construction IAQ Management Plan. Submit copy of plan electronically within 30 days of date established for commencement of the Work.
 - 1. Update plan as required during the construction process to reflect Project conditions.
- C. Project Photographs: Submit to document IAQ measures implemented.
- D. Product Data: Submit cut sheets of filtration media proposed for use. Include Minimum Efficiency Reporting Value (MERV).
- E. LEED Submittal: LEED letter template for IEQ Credit, signed by Contractor, with copy of plan, photographs, and a statement that requirements for the credit have been met.

1.04 QUALITY ASSURANCE

- A. Comply with the requirements of LEED IEQ Credit, “Construction IAQ Management Plan During Construction.”
- B. Contractor’s Plan shall meet or exceed the recommended design approaches of SMACNA’s “IAQ Guidelines for Occupied Buildings Under Construction,” (1995 Edition, Chapter 3).
- C. IAQ Management Conference: Conduct conference at Project site to comply with requirements in Division 1 Section “Project Management and Coordination.”
 - 1. Review methods and procedures related to IAQ management during construction.
 - 2. Review IAQ management requirements for each trade.

1.05 CONSTRUCTION IAQ MANAGEMENT PLAN

- A. Contractor’s IAQ Construction Management Plan shall include procedures to prevent indoor air quality problems resulting from the construction process in order to help sustain the comfort and well-being of construction workers and future building occupants.
- B. Contractor’s detailed plan shall be based on the particular characteristics of the Project, and include the items listed in this Attachment B as a minimum.

1.06 MONITORING OF IAQ PLAN

- A. Hold weekly Contractor Site Co-ordination Meetings with the superintendent of all trade contractors. Review the appropriate components of the Construction IAQ Management Plan as a regular action topic at these meetings, and update the Plan as required. Document the implementation of the Plan in the meeting minutes. As a recording format, use SMACNA IAQ Guidelines Appendix C (Planning Checklist) and Appendix D (Inspection Checklist) as a guide.
- B. Take a specific series of record photographs at the appropriate stages to document adherence with the IAQ requirements. Submit at least 18 photographs (six photos taken on three different occasions during construction) along with the identification of the SMACNA approach featured by each photo, in order to show consistent adherence to the LEED Credit requirements.
- C. The IAQ Procedure in ASRAE 62.1-2007 is to be utilized to identify the contaminant source and determine the appropriate solution to any complaints received by Owner Agent regarding the indoor air quality in occupied space in the Building, to the extent that any such complaints are not otherwise resolved.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 PLAN IMPLEMENTATION

- A. General: Implement waste management plan as approved by Contractor. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
 - 1. Comply with Division 01 Section “Temporary Facilities and Controls” for operation, termination, and removal requirements.

3.02 SOURCE CONTROL

- A. Protect against moisture exposure. Building materials shall be kept dry to avoid the introduction of moisture into the building interior.
- B. Avoid the use of moisture-damaged materials. Any porous materials that have been wetted shall be dried thoroughly before installation. Any porous materials that have been damaged, remained wet longer than 48 hours, or show signs of visible mold shall be discarded.
- C. Ensure that the construction process will not result in moisture intrusion. In the event of rain or groundwater gaining entry to the building interior during construction, notify the Owner and Architect.
- D. Avoid tracking pollutants into work areas.

1. Once the framing and mechanical system installation starts, access to the building interior shall be controlled to minimize the tracking in of contaminants.
 2. Material deliveries and construction waste removal shall be routed via the most direct route to the building exterior of the building rather than through the space.
 3. Provide rough track-off grates or matting at the entryway to remove moisture and contaminants from workers shoes.
 4. Prevent the ingress of rodents and pests.
 5. Use procedures to ensure that there is no smoking inside the building.
- E. Whenever possible use low-VOC caulks, paints, adhesives, sealants and cleaning products. This is particularly important if there are people working in the area where these products are being applied or installed. Comply with the requirements for these materials in other specification Sections.
- F. Used bottled gas instead of diesel when using fuel powered equipment and use electric powered equipment whenever possible. Fuel powered equipment that is not being used should be cycled off.
- G. Containers of wet products (paint, adhesives, etc) should be kept closed when not in use. Before discarding, cover or seal waste materials, which can release odor or dust.
- H. Promptly discard all waste materials in the appropriate waste receptable. Waste materials that are recyclable should be deposited in the appropriate recycling receptable.

3.03 HVAC PROTECTION

- A. Seal off all louvers and air intake/discharge points to prevent construction dust and debris from entering.
- B. Store HVAC equipment in a clean, dry location. Until HVAC equipment (ducting, registers, air handler components, fans, and motors) has been installed, it shall be kept covered with plastic film or in a location where it will not be exposed to moisture, dust, or other contaminants.
- C. Seal all HVAC inlets and outlets. Use of the HVAX system shall be avoided during construction until drywall construction is complete. Temporary ventilation may be installed to remove contaminants. All air inlets and outlets shall be sealed during construction. These include outside air inlets, grilles, diffusers, supply ducts, return ducts, ceiling plenums, VAV (variable-air volume) plenum intakes, and window ventilator or air conducting units. Openings shall be sealed with plastic film and tape that can be removed cleanly.
- D. Seal HVAC components during installation. For ducting runs that require several days to install, sections shall be sealed off as they are completed. Seals shall be removed prior to

continuing the ducting run. Other components of the HVAC system shall be subjected to the same requirements to protect them from contamination.

- E. Use temporary filtration media. If the HVAC system is to be used while construction work is being done, temporary filtration media shall be install on all return air inlets to protect return ductwork and HVAC equipment. Such filtration media shall have a minimum filtration efficiency (Minimum Efficiency Reporting Value-MERV per ASHRAE 52.2) of 8.
- F. The return side of the HVAC system should be shut down whenever possible during heavy construction and/or dust generating activities. During installation of VOC containing materials, return air shall be minimized and the HVAC system should be isolated from the surrounding environment as much as possible to prevent induction of pollutants. Inspect filters regularly. When the HVAC system is being used during construction and temporary filters are installed, filters shall be inspected weekly and replaced as needed.
- G. The mechanical rooms shall not be used to store construction or waste materials.
- H. Avoid contaminated air entry into enclosed parts of the building. When outdoor construction activities generate dust, combustion emissions, or other contaminants, operable windows and outside air supplied to enclosed portions of the building shall be closed.
- I. If the HVAC system becomes contaminated due to inadequate protection during the construction process, the ducts and associated equipment should be cleaned prior to occupancy. The ducts in a given area should be cleaned after dust producing activities have been completed in that area. Submit a statement to the Owner from the specialty contractor performing the duct cleaning that indicates which sections of duct have been cleaned.

3.03 PATHWAY INTERRUPTION

- A. Use dust curtains or temporary enclosures to prevent dust from migrating to other areas when applicable. During construction, isolate areas of work to prevent contamination of clean or occupied areas.
- B. Keep pollutant sources as far away as possible from ductwork and areas occupied by workers when feasible.
- C. Keep dust and odor producing materials as far away as possible for air intakes.
- D. Isolate work areas and/or create pressure differentials to prevent the migration of contaminants.
- E. Use portable fan systems to exhaust contaminated air directly to the outside of the building and discharge the air in a means to prevent it from re-entering.

3.04 HOUSEKEEPING

- A. Minimize accumulation of dust and other contaminants. Construction practices shall be used that minimize the production of dust and other contaminants from construction activities. Use integral dust-collection systems on drywall sanders, cut-off saws, and routers. Confine dust-generation activities to areas where clean-up can be carried out easily and contaminants will not be tracked to other areas.
- B. Suppress Dirt. Wetting agents or sweeping compounds shall be used to keep dust from becoming airborne.
- C. Clean up dust. Wet clothes, damp mops, and vacuum cleaners with high-efficiency particulate (HEPA) filters shall be used to clean up dust generated by construction activities. Cleaning frequency shall be increased when dust accumulation is noted. Keep equipment and materials that are not being used clean by covering them or moving them to a clean area.
- D. Clean up spills. All spills and excess applications of solvent-containing products should be cleaned up using approved methods as soon as practicable. Water spills shall be mopped up promptly.
- E. Keep work area dry. The entire area shall be kept as dry as practicable by promptly repairing any leaks that allow rainwater entry and mopping up any water accumulation. Building materials should be stored in a weather tight, clean area prior to unpackaging for installation. Porous materials that get wet shall be dried out completely immediately after moisture is observed. Use dehumidification if necessary for prompt drying of wetted spaces. Unvented combustion (e.g., propane or diesel “salamander” space heaters) shall not be used.
- F. Keep equipment dry. Equipment such as terminal units, which have duct insulation in the air stream, should be stored on pallets (away from water) and should be sealed with plastic prior to installation.
- G. Seal containers containing volatile liquids. Containers of fuel, paints, finishes, and solvents shall be kept tightly sealed and preferably stored outside the building when not in use.

3.05 SEQUENCING AND SCHEDULING

- A. Schedule the installation of porous materials only after closing in building. Porous materials, such as insulation, fireproofing, and drywall shall not be installed in a building until the envelope is fully weather-tight.
- B. Schedule construction operations involving wet products prior to packaged dry products as well as interior final finishes to the greatest extent possible. Install furnishing after interior finishes have cured. Delay the installation of furnishings until interior finished (paints, stain and sealants) have been applied and have fully cured.