

## **RULES OF THE SITE FOR TENANT CONTRACTOR'S WORK**

**One Ninety One Peachtree Tower  
Atlanta, Georgia**

The following rules and regulations ("Rules of the Site For Tenant Contractor's Work"), governing work at One Ninety One Peachtree Tower ("Site") by any General Tenant Contractor or Tenant subcontractor or Supplier employed by Tenant or Landlord to supply, construct or install Tenant Improvements (the "Work"), have been established and are to be uniformly administered by the "Landlord".

- **Definition:** This section applies to all construction work beyond the scope of general repair and maintenance which is requested, designed, and contracted directly by a Tenant without Landlord as the Program Manager.

### **A. REQUIRED PROCEDURES:**

1. Upon decision that construction is needed, Tenant should promptly submit the completed form "*Tenant's Notification to Landlord for Interior Construction Requirements*" (enclosed herein, Form A) to Property Management Office.
2. Property Management office will review the form and submit it to the Landlord's Representative who will be coordinating the Landlord's requirements.
3. If the scope of work includes substantial modifications to the existing Mechanical & Electrical systems, Tenant will be required to retain the buildings' Preferred Consulting Engineering Team.
4. For all work that requires a permit, Tenants are required to retain an architect, licensed in the State of Georgia, to prepare construction drawings. Landlord's preferred consultant is Joel Laseter Architects PC, 100 Colony Square, Suite 380, Atlanta, GA 30361, (404) 892-5959. Landlord requires that construction be permitted through the City of Atlanta if it meets the following criteria:
  - Involves multiple construction trades (as opposed to one trade);
  - Involves modification of any of the existing sprinkler and/or life safety systems;
  - Involves electrical or mechanical modifications;
  - Modifies the interior partition layout or layout density in any fashion;
  - Involves demising any interior spaces into separate lease spaces;

- Installations of low voltage cabling, whether installed by the Tenant's General Contractor or another vendor; and.
  - Otherwise requires permitting by the City of Atlanta.
5. Landlord's Representative will provide written response to documents submitted for Landlord approval in accordance with the Lease.

Landlord's review and approval will be based on the information presented on the drawings and cannot assume to include information not presented therein. Nor can Landlord's review and approval include approval of any code interpretations or requirements.

Tenant acknowledges that he understands that existing conditions are inherent to all construction and that documentation of these conditions is the sole responsibility of the Tenant and its consultants.

6. Tenant shall revise the drawings as required and resubmit to the Landlord's Representative within 7 working days of receipt of Landlord's comments, or as set forth in the Lease.

All Tenant Contractors working in Landlord's office buildings must be experienced and specialize in the interior finish construction of Class A office space and must provide the information requested on Form C, *Tenant's Request for Approval of Non-Preferred Construction* (enclosed herein).

If a proposed Tenant General Contractor is not on the preferred vendor list, the required information as set forth on Form C attached herein must be enclosed with the Tenant Contractor Bidders form.

The Tenant General Contractor will not use and will not allow any Subcontractor (by prohibiting in Subcontractor contracts) any so called "1099 Labor" practices; only valid Subcontractors and lower-tiered Subcontractors (as defined as independent contractors by IRS and by legal standards) will be paid via 1099. All laborers are to be employees of the entity engaging them and their wages are to be reported to the IRS via W-2 forms.

Upon project award to a General Contractor, Tenant shall schedule a pre-construction kick off meeting with the General Contractor and Landlord's Representative. This meeting is required prior to the Landlord allowing any construction materials or equipment to enter the premise.

The agenda for its meeting shall include, but not be limited to the following:

- Review of Tenant Contractor Rules and Regulations of the Site including review of security, parking and other applicable procedures.

- Tenant's Contractor shall provide the Landlord's Representative with the following written documentation:
  - a. Certificate of Insurance
  - b. Project Directory (all contractor and subcontractor names, addresses, phone numbers (office, jobsite, home and cell and contact information) information.
  - c. Project Schedule
  - d. All documentation required by Lease
- Tenant shall provide a directory list of other Tenant Contractors (such as data installers, including office, cell and home telephone numbers, or security company) who will be working directly for the Tenant.
- Pre-construction inspection of tenant premises and common areas including, but not limited to:
  - a. Common corridor spaces on the floor
  - b. Freight vestibule
  - c. Mechanical Room
  - d. Electrical/Phone Riser Room
  - e. Restrooms
  - f. Janitor's Closet

Tenant's Contractor shall be responsible for restoring cleaning these areas at the completion of the project to pre-construction condition.

The Landlord will assign a Landlord's Representative to each Tenant project. All references to coordination with the Landlord in these rules shall mean coordination with this person.

9. Depending on the scope of the work or concerns about the work in progress, a mid-schedule construction meeting may be required by the Landlord's Representative. The date for this meeting may be scheduled during the pre-construction kick-off meeting.

## **B. PERMITS**

All permits and licenses necessary for the proper execution of the Work shall be secured and paid for, with a copy to Landlord, by the Tenant Contractor prior to commencement of the Work, and shall be visibly posted within the Work Area. Building permit information can be obtained from the City of Atlanta by calling (404) 330-6150.

## **C. POSTING OF RULES AND REGULATIONS**

A copy of these rules and regulations, acknowledged and accepted by the Tenant Contractor, must be posted in the Work Area in a location clearly visible to all workers. It is the Tenant's General Contractor's responsibility to instruct its employees and all subcontractors to familiarize themselves with these rules and to enforce compliance with these rules at all times.

**D. INSURANCE CERTIFICATES**

Prior to the commencement of the Work, the General Tenant Contractor shall furnish to Landlord evidence of insurance coverage required by Attachment B-Insurance.

**E. EQUAL OPPORTUNITY EMPLOYMENT**

Tenant's General Contractor and its subcontractors shall comply with all Federal, State and Local laws and regulations regarding Equal Employment Opportunities.

**F. WORK AREA AND FIELD OFFICE**

1. The Tenant Contractor, its employees, agents, subcontractors and visitors, when in the building, are to restrict themselves to the Work Area.
2. Tenant's General Contractor may provide (subject to availability) and maintain a temporary field office and telephone for its exclusive use, as required, which must be contained within the Work Area, and shall be removed promptly at the completion of its work.

**G. PROJECT SIGNS**

Tenant Contractor shall not be permitted any identifying graphics or signage on the Site or the Work Area.

**H. SITE INSPECTIONS AND ACCEPTANCE**

1. Tenant Contractor will not be allowed to occupy or start work in the Work Area until the Landlord gives written permission.
2. The Tenant's Contractor shall visit the Site and Work Area to fully inform itself as to all existing conditions and limitations, including those of labor, and shall include in its scope of work sufficient monies to cover the cost of all items necessary to complete the Work contemplated by the plans and specifications. Copies of the building plans and specifications can be obtained by contacting the following:

Georgia Blue/Quality Reprographics  
756 West Peachtree Street  
Atlanta, GA 30308  
Contact: Jay Avans  
(404) 872-8383

3. Tenant Contractor shall verify existing as-built building dimensions prior to ordering any materials or equipment that require dimensional coordination.
4. Tenant Contractor shall provide for the safety of employees and protection of Tenant Contractor's own work, including the covering of any holes, shaft openings, maintenance of safety handrails, etc., so as to avoid all safety hazards. When safety rails must be removed to facilitate Tenant Contractor's work they shall be replaced as soon as work necessitating removal is complete and at close of work each day.
5. Open fires and burning of rubbish are strictly prohibited.
6. All fire extinguishers required for work shall be provided by Tenant Contractor as required by the City of Atlanta authorities.
7. No welding or cutting torch is to be used in the building without the prior approval of Landlord. If such approval is granted by Landlord, the Tenant Contractor must have a fire extinguisher present in the work area and maintain a fire watch at all times when the equipment is being used. Additionally, the Tenant Contractor may be required to perform any such work after-hours because of the fumes which may be associated with such welding/cutting torch usage.
8. No varnishes/lacquers are to be sprayed in the building without the prior approval of Landlord. Because of its combustible nature, this type of work should normally be done off-site. Anyone found spraying these compounds in or around the building without the approval of the Landlord will be required to immediately cease such work and remove all materials from the Site. Material Safety Data Sheets for any such materials must be submitted to Landlord and posted in the space prior to material being brought into the building.
9. Hazardous materials must be removed from the Work Area and Site daily. No flammable materials or debris shall remain in the building overnight.

Tenant Contractor shall immediately correct any condition that Landlord advises in writing as creating a potential safety hazard. Should Tenant Contractor not correct such condition, within a reasonable amount of time. Landlord will make such corrections at Tenant Contractor's sole cost and expense.

## **I. SITE SECURITY**

1. All security for the Work, including security of materials, equipment and the Work, shall be provided by and be the responsibility of the Tenant Contractor.
2. All Tenant Contractor personnel and deliveries must sign-in at such location(s) as designated by the Landlord prior to admittance to the Site.
3. Any acts of vandalism associated with the Work Area shall be the Tenant Contractor's responsibility to pay the cost of repair and/or replacement (including insurance deductibles.)

#### **J. PROTECTION OF EXISTING WORK**

1. It is Tenant Contractor's responsibility to protect and maintain all existing base building work and finishes. All base building work removed and/or damaged by Tenant Contractor must be reported to Landlord as soon as possible and shall be promptly replaced and/or repaired by Tenant Contractor at Tenant Contractor's cost and expense.
2. No cutting or patching of existing work shall be permitted without prior consent of the Landlord. Request for permission to do cutting, drilling or chipping shall include explicit details and description of work, the proposed schedule, and shall not under any circumstances diminish the structural integrity or functional capabilities of the building components or systems.
3. Tenant Contractor is responsible for protection of its work and all existing work in connection with any modifications to the mechanical and plumbing system and shall contain and remove any drain-down leakage of water used for testing.
4. Temporary nails and power driven studs shall not be used on any concrete floor surface not subsequently concealed by partitions or walls. Concrete screws, sleeve anchors or bolts shall otherwise be used and properly removed.

#### **K. WORK APPROVAL**

1. All Tenant Contractors and Subcontractors, drawings, scope changes, and, where applicable, materials must be approved by Landlord prior to start of construction. Any scope changes must be approved prior to start of the change order Work.
2. All structural modifications and concentrated loading of materials must have prior approval (at Tenant's cost) of the base building structural engineer and of the Landlord.
3. All mechanical modifications involved in the Work must have prior approval of the Landlord.

#### **L. CONSTRUCTION SCHEDULE**

1. Tenant Contractor shall submit to Landlord a detailed construction schedule prior to the commencement of the Work. This schedule should indicate the start of construction, construction duration for all major elements of the Work, the anticipated construction completion, and a list identifying all long-lead procurement items.
2. Any “critical path” work requiring coordination with the Landlord or Landlord’s Contractors shall be highlighted and noted in the transmittal letter.

#### **M. WORKER CONDUCT**

1. General Tenant Contractor shall be responsible for all actions of its subcontractors, employees, agents and visitors, while on the Site. No loud or abusive language or actions will be allowed. Playing of music, which can be heard outside of the Work Area, will not be allowed. Eating in a tenant’s lunchroom or break room, the atrium and lobbies is not allowed.
2. Contractor, subcontractors, and materialmen will be appropriately dressed to work in an office environment: shirts with sleeves (T-shirts with company name are preferred), pants (no shorts), work shoes with socks, and whatever other clothing as may be appropriate. No torn or worn-out clothing is permitted. It will be the responsibility of the General Contractor to enforce this regulation on a day to day basis.
3. **One Ninety One Peachtree Tower IS A NO SMOKING BUILDING.**

#### **N. TENANT CONTRACTOR PARKING**

Tenant Contractor parking is not available at One Ninety One Peachtree tower. Tenant Contractor should make separate arrangements for off-site parking.

#### **O. WORKING HOURS**

To prevent the disturbance or interruption of normal business operations, certain operations must be performed outside the hours of 7:00 a.m. to 7:00 p.m. Monday through Friday. These operations include but are not limited to:

- a. Jackhammer, drilling or cutting of concrete floor slab.
- b. Drilling, cutting or work to any structural member.
- c. Sanding, chiseling or leveling of the concrete structure.
- d. Shooting of track.
- e. All demolition activities and hauling of debris.

- f. Any work that generates noise, odor, vapors or vibration which may be disruptive to normal office procedures elsewhere in the building.
- g. Any access into an adjacent Tenant space to the side, above or below the Work Area must be scheduled with and coordinated by the Landlord at least 48 hours prior to work. At the adjacent Tenants' request, Tenant Contractor may be required to provide, at Tenant Contractor's cost, security coverage while Tenant Contractors are in the Tenant space.

**P. TEMPORARY UTILITIES:**

- 1. HVAC may be provided upon 72 hours prior notice to the Landlord. The Tenant Contractor shall turn off all lighting at the end of Normal Hours. After-hours lighting must be limited to areas where personnel are actually working.
- 2. The Tenant will be charged directly for the use of electricity, water consumption and HVAC use, unless otherwise provided in the lease.
- 3. When phone services are required, Tenant Contractor must make all arrangements and pay all cost associated therewith.

**Q. ELEVATOR OPERATION**

- 1. Tenant Contractor shall perform all hoisting, rigging and final placement of materials and equipment supplied under its contract. Use of service/ freight elevator will be allowed in accordance with the following requirements and the loading dock operating procedures in Attachment E.
  - a. Service/freight elevator will be available for hoisting of materials and personnel only through prior arrangements with the Landlord.
  - b. All after-hours materials hoisting must be scheduled and coordinated with the Landlord a minimum of 24 hours prior to the time needed for deliveries. The Landlord reserves the right to charge the Tenant or Tenant Contractor for any actual costs incurred for after-hours use (i.e., extra security, etc.).
- 2. Should the need arise for a dock officer and/or elevator operator to be present to support hoisting requirements, the cost of these positions will be billed to the Tenant Contractor.
- 3. Any and all unscheduled deliveries will be turned away.



## **R. DELIVERIES AND STORAGE**

1. All Tenant Contractor materials must be delivered to the loading dock at 191 Peachtree Street, Atlanta, GA 30303. Tenant Contractor shall familiarize itself as to accessibility, time and space limitations, and loading restrictions at loading dock. All materials unloaded at the loading docks must be removed to the Work Area immediately, shall not be left or stored at the loading dock, and shall not block or otherwise limit use of this facility in any way. No parking or blocking in any way of the corridors leading to the loading dock will be tolerated and violators will be subject to removal at Contract's expense.
2. Scheduling of deliveries of any Tenant Contractor's equipment and/or materials must be carefully scheduled with the Landlord's loading dock officer. Any and all unscheduled deliveries will be turned away. See Attachment E for details on loading dock operations.
3. The Tenant Contractor shall not store any material or trash on the Loading Dock. Any material left on the Loading Dock will be discarded at the end of each day. Tenant Contractors will store all materials within the Work Area.
4. The Tenant Contractor shall in no way interfere with or endanger the public or pedestrian and vehicular traffic adjacent to the building nor interrupt the flow of traffic in or out of the building or garage. Tenant Contractor shall provide traffic personnel and coordination at street level for any deliveries or traffic related to Tenant Contractor's Work and shall procure and pay for all special street use permits as required for the performance of the Work.
5. Tenant Contractor is responsible for security and protection of all materials delivered to Site and Work Area including protection from weather and wind conditions.
6. All packing peanuts and other materials associated with Tenant Contractor's operation must be secured from scattering.
7. The Landlord's loading dock officer will be responsible for the direction and coordination of Tenant Contractor's deliveries. It is Tenant Contractor's responsibility to coordinate with the loading dock officer and transport all deliveries to the Work Area. All deliveries to the Site must identify the Tenant or the Tenant Contractor's company name and the floor where the work is being installed. Tenant Contractor will be responsible for any rejection of unidentifiable or improperly identified deliveries.

## **S. DISPOSITION OF MATERIALS AND CLEAN-UP**

1. Tenant Contractor shall clean the Work Area daily of all debris, rubbish and graffiti resulting from Tenant Contractor's work and shall immediately clean up any debris caused by Tenant Contractor's use of the loading dock, elevators or other parts of the Site. Tenant Contractor will be responsible for removing from the site by truck or open top dumpster all shipping crates, pallets, debris and rubbish. Tenant's Contractor is responsible for providing dumpster for removal of all debris, rubbish and other discarded construction materials.

2. Request to place an open top construction dumpster at the loading dock must be submitted to and approved by the Landlord. Tenant Contractors are responsible scheduling the pick-up and deliver of their construction dumpster. It is the Tenant Contractor's responsibility to coordinate the pick-up and delivery of construction dumpsters with the loading dock officer. Tenant Contractor is responsible for policing the loading dock area around their dumpster.
3. To minimize the quantity of dumpsters at the loading dock, the Landlord may choose to assume responsibility for the management of construction dumpster deliveries. If this option is implemented the following action will be taken:

The Landlord's loading dock officer will, on a weekly basis, provide to Landlord, an estimate of what percentages of the dumpster(s) were filled by each General Tenant Contractor. Monthly, the Landlord will bill each General Tenant Contractor for their proportionate share of the cost of construction trash removal.
4. All cartons, boxes, etc., shall be cut and laid flat in the least dimension. Pallets or crates shall be broken down to the least dimension for removal by contractor.
5. Brooms, vacuum cleaners and any other required cleaning equipment are the Tenant Contractor's responsibility.
6. Disposal of materials in building plumbing system will not be allowed.

#### **T. BASE BUILDING COORDINATION**

1. Tenant Contractor shall secure from Landlord (see Paragraph H, Item 3) any or all base building drawings and specifications required for their work and will be required to pay the associated printing and delivery cost.

#### **U. SITE SAFETY**

1. Tenant Contractor will comply with all Local, State and Federal safety and health regulations (including OSHA) that pertain to such Work in the City of Atlanta and the Site. Any accidents or injuries occurring on the Site must be reported in writing to Landlord as soon as time permits following such incident, but no later than 24 hours after each occurrence. Tenant Contractor, its subcontractors, employees, agents, and all visitors are required to wear a safety helmet while in the Work Area, if applicable.

2. Tenant Contractor shall provide for the safety and protection of Tenant Contractor's own work, including the covering of any holes, shaft openings, maintenance of safety handrails, etc., so as to avoid all safety hazards. When safety rails must be removed to facilitate Tenant Contractor's work they shall be replaced as soon as work necessitating removal is complete and at close of work each day.
  3. Open fires and burning of rubbish are strictly prohibited.
  4. All fire extinguishers required for work shall be provided by Tenant Contractor as required by the City of Atlanta authorities.
  5. No welding or cutting torch is to be used in the building without the prior approval of Landlord. The Tenant Contractor will be required to perform any such work after-hours because of the fumes which may be associated with such welding/cutting torch usage. If such approval is granted by Landlord, a Hot Work Permit is required by the Landlord and a building representative must be present while the work is being conducted. Additionally, the Tenant Contractor must have a fire extinguisher present in the work area and maintain a fire watch at all times when the equipment is being used.
2. All locksets will be keyed to the building's master keying scheme.

#### **V. CODE COMPLIANCE**

1. The Tenant General Contractor and all subcontractors shall comply with all Local, State and Federal laws, ordinances and regulations pertaining to such work as performed or affected by Tenant Contractor's Work on the Site.
2. If applicable, Tenant Contractor shall remove only that amount of spray fireproofing materials necessary to properly attach its work to the building's structure. Any necessary replacement or patching of removed spray fireproofing will be the responsibility of the Tenant Contractor. All clean-up costs associated with removal and replacement of fireproofing will be Tenant Contractor's responsibility.
3. Tenant Contractor must properly fire-stop any wall or floor penetrations performed as part of Tenant Contractor's Work, so as to maintain the existing fire rating including penetration of the floor sleeve sealant system within telephone closets necessitated by the installation of temporary or permanent telephone service.

#### **W. CONFLICTS AMONG DOCUMENTS**

In the event conflicts occur between provisions stated herein and other provisions of the Work, the following documents will govern in the order listed below:

- Lease Agreement between Tenant and Landlord

- Rules of the Site for Tenant Contractor's Work
- Tenant's Construction Documents as Approved by Landlord.

## **X. TENANT WORK MATERIALS**

1. Prior to commencement of the Tenant Work, Landlord and Tenant Contractor shall, if applicable in the lease, conduct a joint inventory of the materials (i.e., doors, light fixtures, ceiling tile, etc.) to be used in Tenant's Work Area. Upon acceptance, Tenant Contractor shall be responsible for the administration, security, protection and handling of such materials.
2. Any building inventory materials being stored but not for use within the Tenant's Work Area shall be relocated by Tenant Contractor to a location determined by the Landlord immediately upon commencement of Tenant work.

## **Y. PROJECT CLOSE-OUT**

1. In addition to cleaning requirements stipulated elsewhere, the Tenant Contractor shall/ in preparation for substantial completion or occupancy of the Work Area or any part thereof, perform final cleaning operations of the Tenant Contractor's Work area, including any adjacent or public areas which have been soiled by such work. It is the Tenant Contractor's responsibility to ensure the work area is cleaned to the level of the specifications set forth in the Tenant's lease.
2. Tenant Contractor is responsible for ensuring that all light fixtures in the Work Area are working properly and are fully lit upon job completion. This includes replacement (with exact, new duplicates) of tubes and ballasts as required in light fixtures that are new, replaced or repositioned.
3. Tenant General Contractor is responsible for obtaining a temporary (if applicable) and final Certificate of Occupancy as required for Tenant's occupancy.
4. Upon substantial completion of the Work, the following items must be completed by Tenant or Tenant General Contractor and delivered to Landlord as part of the close-out process:
  - a. Three copies of complete response to all Field Inspections and punch lists as compiled by Tenant MEP Engineers and Architects;
  - Submittal of three copies of a certified Air Test and Balance Report;
  - Submittal of three copies of acceptable Operation and Maintenance Manuals for each piece of MEP equipment;

- Three copies of “As-built” HVAC, Electrical, Plumbing, Fire Sprinkler and Architectural drawings;
- Three copies of final lien waivers;
- Three copies of certificate stating that no hazardous materials have been utilized in the construction;
- Original and two copies of Certificate of Occupancy;
- Three copies of Fire Alarm Test Letter;
- Three copies of Tenant Contractor Guarantee; and
- Certificate of Substantial Completion.

## **Z. LIEN RELEASES**

During the course of the project, the Tenant Contractor is required to execute an Interim Lien Release in the exact form attached as Attachment C - Interim Waiver and Release Upon Payment. Prior to final payment the Tenant Contractor and all major subtenant Contractors (over \$10,000 in subcontract amount) are required to execute a Final Lien Release in the form attached as Attachment D - Unconditional Waiver and Release Upon Final Payment.

## **AA. INDOOR AIR QUALITY PROCEDURES**

In order to prevent the migration of construction particulate and volatile organic compounds (VOCs) to adjacent occupied and public areas, the Landlord has instituted strict guidelines for isolating and ventilating work areas during construction. These procedures shall be strictly followed:

1. Prior to starting any construction, erect temporary construction isolation barriers around entire construction area using 6-mil poly. Extend barriers to the underside of structure. When possible, utilize natural separation barriers (i.e., existing structure high walls) to isolate the work area.
2. Access doorways to work area shall have overlapping 6-mil poly barrier installed thereby allowing access to area while at the same time keeping a separation barrier intact.
3. At the conclusion of all construction, remove temporary isolation barriers from all transfer ducts and return air fire dampers. Remove exhaust filtration units and reinstall glass. Make sure the HVAC system is brought back to normal base building operation.

4. These mats should be frequently cleaned and/or replaced to maintain their effectiveness. Prefilters shall be checked frequently to maintain their effectiveness. Prefilters on HVAC units shared with occupied tenant spaces shall be monitored carefully.
5. The Tenant will be charged directly for the use of electricity, water consumption and HVAC use, unless otherwise provided in the lease.

## ATTACHMENTS

A – Indemnity Agreement

B – Insurance Requirements

C – Load Dock and Service Elevator Operations

D –Interim Waiver and Release Upon Payment

E – Unconditional Waiver and Release Upon Final Payment Agreed and Accepted

F – Hazardous Materials Certification

G – Hot Work Permit

Tenant Contractor acknowledges receipt of these Rules of the Site for Tenant Contractors Work:

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

\_\_\_\_\_  
Tenant Contractor

\_\_\_\_\_  
Date

**ATTACHMENT A**  
**INDEMNITY AGREEMENT**

The Tenant, \_\_\_\_\_, agrees to indemnify and hold harmless the Landlord, Landlord, its agents and employees from and against all loss, claims, damages and expenses (including court costs of attorney's fees) suffered or incurred by Landlord with respect to claims for damages because of bodily injury including death at any time resulting there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the Landlord allowing Tenant Contractor, \_\_\_\_\_, to perform work on the premises at One ninety One Peachtree Tower, 191 Peachtree Street, NE, Atlanta, Georgia except for such bodily injury including death and property damage as may arise out of any willful misconduct or gross negligence of Landlord, its agents or employees.

Tenant: \_\_\_\_\_  
By: \_\_\_\_\_  
Landlord  
Date: \_\_\_\_\_



## **ATTACHMENT B**

### **ONE NINETY ONE PEACHTREE TOWER INSURANCE REQUIREMENTS**

Before proceeding with any of Tenant Contractor's work, Tenant Contractor shall furnish to Landlord a certificate in acceptable form executed in duplicate by insurance companies approved by Landlord to evidence coverage as set forth herein. Certificates which deviate from acceptable form or which, in Landlord's opinion, are incomplete will be returned to the Tenant Contractor for revision and resubmission. Tenant 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 Landlord from such insurance companies, mailed to Landlord via Certified Mail sixty (60) days in advance or modification or cancellation.

Landlord

In the event of cancellation notice, Tenant Contractor shall obtain similar insurance coverage from other approved insurance companies prior to the effective cancellation of the original insurance coverage and shall submit a certificate to Landlord to evidence such coverage. In the absence of such insurance, Tenant Contractor shall cease all work and vacate the Site, until such time a new Certificate of Insurance, as described above, is received by Landlord.

Prior to proceeding with any Contract work, the Tenant Contractor shall furnish to the Landlord a Certificate of Insurance for the following amounts of coverage:

The following is standard wording that is used in our contracts. The insurance limits included are the minimum acceptable.

*"Tenant Contractor/Vendor, at its expense, shall at all times while the contract is in effect, maintain insurance covering Tenant Contractor/Vendor, any subcontractor, or anyone directly or indirectly employed by either of them, including:*

#### **A. Commercial General Liability**

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

\$1,000,000 Each Occurrence

#### **B. Automobile Insurance**

\$1,000,000 Combined Single Limit

#### **C. Workers' Compensation – Should meet all state requirements.**

##### **Employers' Liability**

\$500,000 Each Accident

\$500,000 Disease Policy Limit

\$500,000 Disease Each Employee

#### **D. Umbrella Liability: \$2,000,000**

**E.** The full name, **One Ninety One Peachtree Associates, LLC** and **Cousins Properties Incorporated** should be shown as Additional Insured on the Commercial General Liability policy.

**F.** All policies will not be canceled without 60 days prior written notice to Cousins Properties Incorporated.

**G.** Issue the certificate to: Cousins Properties Incorporated  
191 Peachtree St. NE  
Suite 191  
Atlanta, GA 30303

**H.** Liability policy will extend to any liability of vendor arising out of indemnities provided for in the contract

Please have the insurance carrier **fax the certificate to (404) 522-5580 as soon as possible.**

## **ATTACHMENT C**

### **LOADING DOCK OPERATIONS**

The volume of construction activity at One Ninety One Peachtree Tower and the use of the elevator necessitate additional controls on deliveries and elevator usage.

All construction traffic (material and people) will be restricted on the service elevator between the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday.

Building Tenants' use of the service elevator will be limited to operational functions supporting their business. Unnecessary passenger traffic on the service elevator impedes your deliveries. Accordingly, please direct your employees to use the service elevator for deliveries only.

Bays will be reserved for the delivery of construction or move related materials. Monday through Friday, between the hours of 7:00 a.m. - 7:00 p.m., move and construction deliveries will be on a first come, first served basis. However, during these hours, all move and construction deliveries will be limited to one hour. Any delivery that will require a vehicle to be at the dock more than one hour must be scheduled to occur after 7:00 p.m. on weekdays or on a weekend. All delivery vehicle drivers must sign in at the loading dock on arrival. Once signed in, they will be allowed thirty minutes to complete their delivery and depart the loading dock. On expiration of their thirty-minute delivery window, security will instruct the vehicle drivers to cease operation and depart the loading dock. If the vehicle driver is not present at the vehicle, security will, without additional notice, have the vehicle towed at the Tenant's expense.

Electric pallet jacks are expressly forbidden from all service elevators and building interiors due to potential damage they may cause. Tenant and/or Tenant's vendor are solely responsible for removing pallets from the loading dock upon leaving the premises.

After hours deliveries can be scheduled by contacting the Management Office at 404-221-0191.

Courier Parking spaces are located on the LL1 level of the parking garage. Parking is limited to 20 minutes and towing is strictly enforced.

## ATTACHMENT D

### INTERIM AFFIDAVIT & WAIVER

STATE OF GEORGIA  
COUNTY OF FULTON

PERSONALLY appeared before me the undersigned \_\_\_\_\_  
("Deponent"), who being duly sworn deposes and says that:

1. \_\_\_\_\_ ("Performing Party") is a contractor, subcontractor, supplier, materialman and/or mechanic which has been employed by One Ninety One Peachtree Associates, LLC to furnish interior construction (describe materials and/or labor, said items collectively referred to as the "Work") for the construction of improvements known as \_\_\_\_\_ which is located in the City of Atlanta, County of Fulton (the "Property"), \_\_\_\_\_ which is owned by \_\_\_\_\_ ("Owner"). If the undersigned is not the Performing Party, the undersigned further deposes and says that the undersigned is an officer or agent of said Performing Party with full authority to sign this Affidavit & Waiver and thereby make the representations and releases provided herein. In such case, (i) the signing below by the undersigned constitutes consent and agreement of the Performing Party to the waiver of any liens Performing Party may have and to the other terms hereof, as provided herein, and (ii) the representations herein shall be deemed made by both the undersigned and the Performing Party.

2. The undersigned states that not including the payment referenced in the Waiver and Release (signed contemporaneously herewith and attached hereto), the Performing Party thus far has been paid \$ \_\_\_\_\_ ("Prior Payments") in the aggregate for its Work, and the Performing Party hereby acknowledges receipt of such payments for such Work, and pursuant to its agreement for the Work at the Property the undersigned, on behalf of the Performing Party, states that it is entitled to payment of \_\$ \_\_\_\_\_ ("Current Payment") (the amount referenced in its Waiver and Release signed contemporaneously herewith and shown on the reverse side hereof) as of \_\_\_\_\_ ("Affidavit Date"), such Current Payment, and retained amounts of \$ \_\_\_\_\_ ("Retained Amounts") being the only amounts owed to the Performing Party as of the Affidavit Date.

3. The undersigned affirms, warrants and represents (i) that the following list contains the names of every laborer, mechanic, and subcontractor (each individually referred to as a "Subcontractor") who has furnished services or labor (collectively, the "Subcontractor's Work") in connection with the Performing Party's Work at the Property where the total value of the Subcontractor's Work is more than \$500 as of the Affidavit Date, (ii) that the following list contains the names of every materialman, manufacturer and supplier (each individually referred to as a "Supplier") who delivered fixtures and materials of a value of \$500 or more as of the Affidavit Date directly to the Property at the direction of the Performing Party and (iii) that the amount owed to each such person as of the Affidavit Date is accurately set forth below:

Person or Entity:

Amount Owed and Unpaid as of Affidavit Date (1)

---

---

---

---

(continue on "Continuation Sheet" if necessary)      (1) Leave blank if none owed.

The undersigned represents, warrants and agrees that all of the Subcontractors and Suppliers who have furnished services, labor, fixtures or materials to the Performing Party for the Property through and including the Affidavit Date have been paid in full or will be paid in full from the proceeds of Current Payment.

4. The undersigned affirms, warrants and represents that there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Performing Party's Work through and including the Affidavit Date which might be the basis of any claim, suit, lien, or demand that could be asserted against either Owner, the party employing the Performing Party or the Property. The Performing Party hereby releases and discharges Owner and the party employing the Performing Party and each of their agents, employees, successors and assigns from any and all claims and causes of action which Performing Party has or may have against them or any of them relating in any manner to the Property or the Performing Party's work at the property.

5. The Performing Party does hereby waive, release and discharge any and all claims of lien, lien rights and rights to file preliminary notices of lien which the Performing Party may have with respect to the Property or contiguous or nearby property of Owner through the Affidavit Date, whether such claims of lien, lien rights or preliminary notices of lien are filed or not filed, and the Performing Party does hereby authorize and direct the Clerk of Fulton County Superior Court to mark canceled and satisfied claims of lien preliminary notices of lien, or either, if any, heretofore filed (or hereafter filed in violation hereof) by the Performing Party against the Property or contiguous or nearby property of Owner for work performed or material supplied prior to or as of the Affidavit Date. The undersigned makes the representations, agreements, waivers and releases contained herein for the purpose of inducing the Owner to make payments of \$\_\_\_\_\_ to the party contracting directly with Owner for the materials and services provided by the Performing Party. It is agreed that this payment is full and adequate consideration for the representations, agreements, waivers and releases contained herein.

6. The undersigned recognizes and acknowledges that security deed holders, subsequent transferees of and holders of title to the Property, title insurance companies and agents of title insurance companies shall be entitled to rely on this instrument and the assertions, statements and averments made herein in making loans, the repayment of which are or may be secured in part or in full by the Property or in issuing title insurance policies covering or the subject of which is said Property.

7. By initialing at the end of this paragraph, the undersigned hereby signifies that all work has been completed at the Property and all materials have been delivered by the Performing Party as of the Affidavit Date and that the sum identified in paragraph 2 as the Current Payment is the final payment due to the Performing Party for all work performed by it at the Property and for all materials supplied by it.

\_\_\_\_\_(initials) (Do not initial if all work has not been completed or all materials have not been delivered.)

Sworn to and subscribed before me  
this \_\_\_\_\_ day of \_\_\_\_\_,  
2007.

\_\_\_\_\_  
Deponent Name (Print)

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Deponent Signature

My commission  
expires: \_\_\_\_\_

TO  
SUPPLIER’S AFFIDAVIT & WAIVER

Continuation of listing in paragraph 3 of the above Affidavit & Waiver:

Person or Entity




**ATTACHMENT E**  
**FINAL AFFIDAVIT & WAIVER**

STATE OF GEORGIA  
COUNTY OF FULTON

PERSONALLY appeared before me the undersigned \_\_\_\_\_ (“Deponent”), who being duly sworn deposes and says that:

1. \_\_\_\_\_ (“Performing Party”) is a contractor, subcontractor, supplier, materialman and/or mechanic which has been employed by \_\_\_\_\_ to furnish interior construction, (describe materials and/or labor, said items collectively referred to as the “Work”) for the construction of improvements known as the \_\_\_\_\_ which is located in the City of Atlanta, County of Fulton (the “Property”), which is owned by \_\_\_\_\_ (“Owner”). If the undersigned is not the Performing Party, the undersigned further deposes and says that the undersigned is an officer or agent of said Performing Party with full authority to sign this Affidavit & Waiver and thereby make the representations and releases provided herein. In such case, (i) the signing below by the undersigned constitutes consent and agreement of the Performing Party to the waiver of any liens Performing Party may have and to the other terms hereof, as provided herein, and (ii) the representations herein shall be deemed made by both the undersigned and the Performing Party.
2. The undersigned states that all work which Performing Party has been engaged to perform at the Property has been completed and all materials which Performing Party has been engaged to deliver to the Property have been delivered by the Performing Party to the Property, and the undersigned further states that the Performing Party has been paid in full for the foregoing, and that the Performing Party hereby acknowledges receipt in full for the foregoing.
3. The undersigned affirms, warrants and represents (i) that the following list contains the names of every laborer, mechanic, and subcontractor (each individually referred to as a “Subcontractor”) who has furnished services or labor (collectively, the “Subcontractor’s Work”) in connection with the Performing Party’s Work at the Property where the total value of the Subcontractor’s Work is more than \$500, (ii) that the following list contains the names of every materialman, manufacturer and supplier (each individually referred to as a “Supplier”) who delivered fixtures and materials of a value of \$500 or more directly to the Property at the direction of the Performing Party and (iii) that each person has been paid in full for his work and/or materials supplied to the Property.

Person or Entity:

---

---

---

(continue on "Continuation Sheet" if necessary)

The undersigned further affirms, warrants and represents that all other persons and entities that have furnished services, labor, fixtures or materials in connection with the Performing Party's Work at the Property have been paid in full.

4. The undersigned affirms, warrants and represents that there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Performing Party's Work which might be the basis of any claim, suit, lien, or demand that could be asserted against either Owner, the party employing the Performing Party or the Property. The Performing Party hereby releases and discharges Owner and the party employing the Performing Party and each of their agents, employees, successors and assigns from any and all claims and causes of action which Performing Party has or may have against them or any of them relating in any manner to the Property or the Performing Party's work at the Property.

5. The Performing Party does hereby waive, release and discharge any and all claims of lien, lien rights and rights to file preliminary notices of lien which the Performing Party may have with respect to the Property or contiguous or nearby property of Owner, whether such claims of lien, lien rights or preliminary notices of lien are filed or not filed, and the Performing Party does hereby authorize and direct the Clerk of Fulton County Superior Court to mark canceled and satisfied claims of lien preliminary notices of lien, or either, if any, heretofore filed (or hereafter filed in violation hereof) by the Performing Party against the Property or contiguous or nearby property of Owner for work performed or material supplied.

6. The undersigned recognizes and acknowledges that security deed holders, subsequent transferees of and holders of title to the Property, title insurance companies and agents of title insurance companies shall be entitled to rely on this instrument and the assertions, statements and averments made herein in making loans, the repayment of which are or may be secured in part or in full by the Property or in issuing title insurance policies covering or the subject of which is said Property.

Sworn to and subscribed before me  
this \_\_\_\_\_ day of \_\_\_\_\_,  
2007.

\_\_\_\_\_  
Deponent Name (Print)

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Deponent Signature

My commission  
expires: \_\_\_\_\_

TO  
SUPPLIER’S AFFIDAVIT & WAIVER

Continuation of listing in paragraph 3 of the above Affidavit & Waiver:

Person or Entity


## ATTACHMENT F

### HAZARDOUS MATERIALS CERTIFICATION

PROJECT :

LOCATION:

CONTRACTOR:

#### HAZARDOUS MATERIAL CERTIFICATION

---

We, \_\_\_\_\_, do hereby certify that as of \_\_\_\_\_, 2007, in performing the Work (1) there occurred no disposal or release of hazardous or toxic materials or substances, and (2) that no asbestos, asbestos containing materials or hazardous or toxic substances have been installed or incorporated into the Work, and (3) any materials regulated for health, safety or environmental reasons under Federal, State or local law have been installed or incorporated in compliance with such laws and in a manner which does not pose a danger or unreasonable risk of harm to persons or the environment.

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Date

ATTACHMENT G

**Cousins Properties at 191 Peachtree**

***Hot Work Permit***

Requestor: (check one) Employee \_\_\_ Contractor / Vendor \_\_\_ Date \_\_\_\_\_

Name of Requestor: \_\_\_\_\_ Company \_\_\_\_\_

Description of Hot Work to be preformed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Location of Work: \_\_\_\_\_  
Building Floor Room / Area

Start Time: \_\_\_\_\_ Completion Time: \_\_\_\_\_

End of Fire watch: \_\_\_\_\_

Signature: \_\_\_\_\_

Fire Watch: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Pre-Work Check List**

- Fire Sprinklers in Service
- Floor and surfaces cleared of combustibles.
- Combustibles and flammable liquids protected with fireproof tarp or removed from area.
- Welding drop cloths suspended below work.
- Floor and wall opening covered to prevent sparks and slag from passing thru.
- Enclosed Equipment cleaned of all Combustibles.
- Alarm Points Disabled and Detectors covered. Verified by building engineering.
- Fire Watch Required during work and 30 minutes after completion.
- Fire Extinguisher available near Fire watch personnel.
- Equipment in good working order and proper PPE in use.

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

Checked: \_\_\_\_\_

## **FORMS**

A – Tenant's Notification to Landlord for Interior Construction Requirements

B – Tenant's Request for Approval of Bidding General Tenant Contractors

C – Tenant's Request for Approval of Non-Preferred Tenant Contractor

***Form A***

**Tenant's Notification to Landlord for Interior Construction Requirements**

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

Tenant Name: \_\_\_\_\_

Tenant Suite Numbers: \_\_\_\_\_

Tenant Building Number (if appropriate): \_\_\_\_\_

Tenant's assigned representative for project  
(title, address & phone number): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tenant's Architect or Designer  
(name, address & phone number): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

General Scope of Construction: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proposed commencement date: \_\_\_\_\_

Landlord's acknowledgement: \_\_\_\_\_

\_\_\_\_\_



***Form B***

**Tenant's Request for Approval of Bidding General Tenant Contractors**

**(If Bidding General Tenant Contractors are not on the Preferred Vendor List, also complete Form C)**

Date \_\_\_\_\_

Tenant Name \_\_\_\_\_

Tenant Suite Number \_\_\_\_\_

Tenant Building Number  
(if appropriate): \_\_\_\_\_

Requested Bidders

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Form C*

**Tenant's Request for Approval of Non-Preferred Tenant Contractor**

Tenant Contractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_

**Relevant Project Experience (Class A High-Rise Office Interior Finish):**

	<b><u>Project Name</u></b>	<b><u>Location</u></b>	<b><u>Size</u></b>	<b><u>Approximate Value</u></b>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____
8.	_____	_____	_____	_____
9.	_____	_____	_____	_____
10.	_____	_____	_____	_____

***Form C***  
***Page 2***

**Client References:**

1.    Name: \_\_\_\_\_  
      Title: \_\_\_\_\_  
      Company: \_\_\_\_\_  
      Phone Number: \_\_\_\_\_  
      Project Worked on: \_\_\_\_\_
2.    Name: \_\_\_\_\_  
      Title: \_\_\_\_\_  
      Company: \_\_\_\_\_  
      Phone Number: \_\_\_\_\_  
      Project Worked on: \_\_\_\_\_
3.    Name: \_\_\_\_\_  
      Title: \_\_\_\_\_  
      Company: \_\_\_\_\_  
      Phone Number: \_\_\_\_\_  
      Project Worked on: \_\_\_\_\_
4.    Name: \_\_\_\_\_  
      Title: \_\_\_\_\_  
      Company: \_\_\_\_\_  
      Phone Number: \_\_\_\_\_  
      Project Worked on: \_\_\_\_\_
5.    Name: \_\_\_\_\_  
      Title: \_\_\_\_\_  
      Company: \_\_\_\_\_  
      Phone Number: \_\_\_\_\_  
      Project Worked on: \_\_\_\_\_

**Enclose AIA Document A-305, Contractor's Qualification Statement**