



**DOLPHIN MALL**

**TENANT CONSTRUCTION  
RULES & REGULATIONS  
MANUAL**

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## CONSTRUCTION PREREQUISITES

### Required Documents:

The following documents shall be assembled by the tenant's general contractor before arranging a pre-construction meeting with the center management staff.

1. Obtain a building permit (**City of Sweetwater**)
2. Submit required insurance to the landlord to include the following:

Comprehensive General Liability:

A blanket policy for the amount not less than \$2,000,000.00 for any one occurrence.

Comprehensive Automotive Liability:

Include ownership, maintenance and operation of any automotive equipment in the amounts as follows:

Bodily injury (Personal Injury or Death) in the amount of \$2,000,000.00 for each occurrence, Property Damage in the amount of \$2,000,000.00 for each occurrence.

The following to be additionally insured: Dolphin Mall Associates, LLC. and the Taubman Company, LLC., as managing agent, as additionally insured. Note: Coverage is primary and not contributory with any other insurance carried by the Additional Insured.

3. Submit required workman compensation documentation as regulated by your state law, an amount not less than \$2,000,000.00 and any additional amounts by other applicable statutes.
4. Submit security deposit check made payable to:  
**Dolphin Mall Associates, LLC.**  
White box space - requires a five thousand dollar deposit (\$5000.00)  
Black box space and Restaurants - require a seven thousand five hundred dollar deposit (\$8000.00) THIS DEPOSIT IS REFUNDABLE UPON COMPLETION less any damages incurred.  
**\*\*For Sec. Deposits for Kiosk and Temporary In Line Stores please contact the Facilities Director.**
5. The General contractor shall submit 2 separate checks as follows:  
**\$989.75 Tax Included** for barricade cost and announcing signage for store fronts up to 25ft or **\$1284.00 Tax Included** if storefront is over 25 ft. (non-refundable) **\$350.00** administration fees (non-refundable)  
**\*\*Other Fees such as Helicopter/Crane Fees please contact the Facilities Director**
6. One complete set of Landlord approved construction drawings should be reviewed by the general contractor before the preconstruction meeting. A set of approved Landlord drawings shall be posted on the construction site at all times for coordination.

7. Submit a list of subcontractors used by the general contractor during the construction process to Center Management.

When all prerequisite documents are assembled, the general contractor can deliver them to the Center Management office for review. It is requested that the general contractor obtain a copy of the Construction Rules and Regulations and review them prior to the Pre-Construction meeting.

**Pre-construction Meeting:**

**It is the Landlord's intention to ensure a smooth and steady construction process for each individual Tenant. The Tenant's construction drawings have been through an extensive review process to confirm compliance with the Landlord's criteria. During the Pre-Construction meeting the general contractor will be made aware of the Tenant/ Landlord relationship and the obligations the general contractor has while acting at this time. All preventive measures outlined at this meeting can save time & money in the long term.**

1. A pre-construction meeting between Center Management and the general contractor is a scheduled meeting. Arrangements must be made 48 hours in advance so that the center can arrange its staff and coordinate the meeting.
  - A. Specific requirements will be discussed during the Pre-Construction Meeting. The general contractor is responsible for ensuring that all subcontractors involved with construction are fully aware of all information contained in this manual.
  - B. The Landlord approved construction drawings will be reviewed during this time. The general contractor will be made aware of all stamp and written comments on these drawings. All comments shall be incorporated into the actual store construction. One set of these approved documents must be kept on the job site at all times.
  - C. A copy of the pre-opening construction completion list will be provided identifying typical punch list issues that must be corrected prior to store opening. This document will be used throughout construction to identify deficiencies that must be corrected.
2. Complete the premise acceptance forms with Center Management.
3. Landlord's "Construction Rules" will be posted and available in the space at all times.
4. Site specific information
5. The Contractor shall provide a full-time superintendent on the job site throughout all phases of Construction.

### **General Rules:**

The following rules and procedures shall be strictly adhered to during all phases of Tenant Construction:

1. Construction shall comply in all respects with applicable Federal, State, County and/or Municipal Ordinances, Regulations, Laws and Codes.
2. Tenants, Tenant Contractors and their employees are expected to act in accordance with any and all regulations established by Center Management.
3. Deduction from your construction deposit will occur if Center Management incurs costs related to Contractor's work at the center. This deposit less any deductions shall be returned to the originating party following correction of pre-opening checklist items, store opening, or outstanding punch list items, including an air balance report.
4. Located in the Tenant space during all construction phases must be two or more fire extinguishers as required by the size of the project.
5. The operation of core drilling, jack hammering, hammer guns and nail guns, or any other construction equipment which creates loud or bothersome noise, must be done before 9:00 a.m, or after 11:30 p.m., so that it does not interfere with normal operation of the center or stoppage of work could be ordered.
6. All rooftop equipment and support steel shall be approved by Landlord's structural engineer and painted in accordance with the Landlord's schedule.
7. Tenant installing rooftop equipment shall stencil such equipment with Tenant's name and space number using two inch high, black: vinyl letters.
8. All Tenant Contractor's will enter through designated Service Area.
9. Workers are not allowed to carry tools, construction material or other equipment through the Center.
10. **LANDLORD'S RIGHT TO STOP CONSTRUCTION**  
Landlord reserves the right to stop construction at any time for safety or aesthetic reasons or if Contractor or Subcontractor's representatives violate the rules and policies contained in this manual.

### **Telephone Contacts:**

**Telephone contacts of all service contractors will be provided at pre-construction meeting.**

## **Premises Acceptance Walk-Thru**

### **1. Utility Tie-in Locations**

- A. Smoke Detector (if applicable)
- B. Pneumatic Line or electronic control network (if applicable)
- C. HVAC Connections (if applicable)
- D. Sprinkler main and tie in Location
- E. Domestic Water
- F. Sanitary Line
- G. Vent Line (if applicable)
- H. Toilet Exhaust Vent (if applicable)
- I. Telephone Service
- J. Electric Service
- K. Gas Line

### **2. Lease Line**

### **3. Existing Conditions**

- A. Mall Soffit
- B. Lease Line Floor Material
- C. Neutral Piers
- D. Previous Tenant File Review and/or Prints
- E. Service Corridor, Service Area, Dumpster Location, Service Elevator, Overhead Doors.

### **4. Designated Loading Dock and Routing of Material deliveries**

### **5. Premises Acceptance Form:**

Demolition and/or construction can cause unintentional damage. To protect both parties from any damage claims, representatives of the Landlord (Center Management) and general contractor will inspect the Tenant space before construction. Existing conditions within the tenant space and the adjacent area will be inspected and noted with the date on the Premise Acceptance Form. From this date forward, the general contractor will be responsible for protecting the listed items and any other areas the general contractor or subcontractor occupy.

## **CONSTRUCTION**

### **Barricades, Storefront Access and Doors**

1. Tenants starting construction shall construct a temporary barricade. Part of the barricade may be comprised of wall covering on the inside of the tenant's storefront glass. The wall covering must remain intact and complete throughout construction. Contractor will be assessed a fee for any damages necessitating replacement or repairs. If the space has no back door or if storefront construction is required, the Tenant Contractor shall construction a gypsum board barricade with a door opening at the store entrance/opening. The barricade shall be finished to meet the center's specifications.

2. If applicable, The Tenant Contractor may move the barricade out three feet from the lease line to work on the storefront. This shall be accomplished in a stable and professional manner and under the supervision of Center Management. The barricade must remain rigid, squared and plumb throughout the construction.
3. Contractor should cover top of the barricade and all perimeter openings to the highest secure point. Visqueen shall be used. (at least 1 mil weight) to ensure that no construction dust enters the common area and adjacent spaces. If it becomes necessary for Center Management personnel to clean any areas adjacent to the space, (due to construction debris or dirt) the contractor will be charged the applicable billable rate for the time and material expended on the clean up. Contractor shall ensure that Visqueen is installed over the rolling grille opening or any other part of the storefront that will permit dust into the mall common area.
4. The exposed mall floor material shall be covered by plywood, carpet or masonite to prevent damage to it.
5. If there is no adjacent corridor or service door to be installed, the Contractor may install a door in the barricade. The door shall be properly installed by the Contractor. This door shall be equipped with a device to ensure the door remains in a closed position at all times. This will prevent unauthorized personnel from entering the site and help contain dust within the space.
6. If the space has a service corridor door; the door must remain closed and locked at the end of the contractor's day.
7. No type of signage is allowed on the barricades except that which is installed by the Landlord.
8. When the store is completed and the barricade is to be removed, it must be with Center Managements approval and **coordinated 48 hours in advance.**
9. The Tenant General Contractor will be responsible for disassembly and removal of the barricade as directed by Center Management.
10. Upon completion of the job and following removal of the barricade, it is the Contractor's responsibility to paint and clean all surfaces used to secure the barricade. (See Material and Paint Specifications)

### **Demolition**

1. Demolition shall not interfere with the daily operation of adjacent Tenants or center common areas. Be aware of work that may cause excessive vibrations, which can damage to adjacent tenant spaces and/or surrounding areas.
2. Remove all existing electrical, mechanical, plumbing and other utilities and equipment to the source. Do not abandon any unused equipment.

## **Noise & Odors**

1. If excessive noise or odors are identified by the center personnel, the general contractor will cease such operations immediately.

## **Concrete (If applicable)**

The general contractor is required to be present during the entire concrete pouring process to ensure that concrete contractor is aware of and complies with the following requirements:

1. Routes into mall from concrete truck shall be as designated by Center Management.
2. All concrete pours shall be scheduled with the Center Management a minimum of 48 hours in advance.
3. Layout of any "new" tenant spaces on grade shall be performed in accordance with the Landlord's Space Layout, contractor designated by the Landlord. The concrete slab must be made ready to fully accept the bottom track of the demising wall.
4. Concrete trucks must stay outside of the curb around the perimeter of the building. No trucks will be allowed on the sidewalks or curbs.
6. When pumping concrete to the site, provide wood blocking below the coupling
5. All concrete Contractors shall put down Visqueen and plywood along the route the concrete is routed through the Center to the Tenant's premises. This shall include the area around and directly below the truck.  
  
flanges. The flanges shall not rest on the deck.
7. No concrete carts or wheelbarrows will be allowed through the main Center entrances at any time.
8. Concrete trucks are absolutely forbidden to wash out or dump any unused concrete on any portion of the center property.
9. Gas or propane powered concrete buggies are not allowed at any time within the project building. Only manual equipment shall be utilized.
10. Floors on grade: All slabs on grade shall consist of concrete with a minimum strength of 3,000 PSI, a minimum 4" thickness with 6" X 6", W1.4 WWF steel reinforcement and a Visqueen vapor barrier on compacted fill. Tenant shall provide additional sand fill and/or remove excess as required. A petroleum based (bituminous) coating shall be applied at the base of all steel columns.
11. Supported floors: A2" depressed area may exist in Tenant spaces on supported slabs. The general contractor is responsible for filling and sloping this area to ensure that the Tenant's finish Boor material is the same elevation as landlord's tile



floor. An agent shall be applied to any surface treated with concrete or cementitious product.

### **Demising Walls**

1. At Tenant's expense, the landlord will install 4" metal studs, 16" o.c., floor to structure above. The general contractor shall verify that the drywall contractor installs a minimum of one layer of 5/8" fire-rated gypsum board, fire taped and spackled from the floor to ceiling. Finished fire rated walls shall be installed in such a manner that the resulting partition will be airtight to the ceiling, roof or structure above. Finished demising walls shall be installed in such a manner that the resulting partition is open above 12'0" a.f.f. to the underside of the roof structure above or as indicated on the Landlord approved construction documents.
2. The demising wall will be located per dimensions indicated on the Landlord's architectural drawing (A-2). Any dimensional inconsistencies between the Space Layout drawing and the Landlord approved construction drawings should be brought to the immediate attention of Center Management.
3. Demising walls do not possess any structural value; the general contractor shall provide structural reinforcement if Tenant's construction is to be attached to or supported from- the demising wall. Structural drawings must be approved by the Landlord's structural engineer.
4. The general contractor shall schedule "new" demising wall installation with Center Management. Floor conditions must be level and structurally sound to accept the bottom metal track.
6. Standards may not be recessed into any fire-rated demising walls. A second layer of drywall must be used to conceal the standards.
5. If area above the ceiling is used as a return-air plenum, the number and size of the return-air openings will be indicated on the Landlord approved construction drawings. The general contractor shall secure these openings with screening specified by Center management. Screening is to be 16 gauge 1" x 2" welded wire fence.
7. The Landlord has provided a pre-finished storefront. The general contractor shall repair any damage to the Landlord's storefront finishes caused by demolition or construction.
8. An expansion joint shall be incorporated into walls if an expansion joint exists within the space. Since demising walls are fire rated, the general contractor shall verify code requirements with the local building department. Landlord approval is required for the aesthetic treatment of any expansion joint details.

### **Service Doors/Rear Exit (if applicable)**

1. Rear service/exit doors and frames shall be commercial grade, "B" label construction with a minimum size of 3' X 6'-8" or 7'-0". All doors shall be equipped with a door closer located on the tenant (interior) side of door. All exit doors shall have appropriate fire exiting hardware. Verify code requirements with the governing agency.
2. After installation of Service/Exit door, Tenant shall restore the service corridor to its original condition.
3. Service/Exit door shall be finish painted a color specified by Landlord and labeled by the Landlord with store name as specified by Center Management.
4. A doorbell must be installed at service corridor doors to alert store Personnel of deliveries.
5. A recessed vestibule is required. This vestibule is considered to be part of the service corridor assembly and must be constructed in compliance with the applicable. A sprinkler head may be required in the vestibule.
6. 4'-0 X 4" X 4" metal corner guards and fire rated wood base treatments are required at both returns into the vestibule. Vestibule walls shall be painted to match the adjacent corridor.

### **Electrical**

**The general contractor shall ensure that the electrical contractor is aware of and complies with all Landlord comments on the Landlord approve construction drawings.**

1. Tenant at its expense, shall furnish and install a complete electrical service from Landlord's secondary distribution equipment to a point within the leased premises. This work shall include, but not limited to, furnishing and installing a fusible disconnect switch at Landlord's distribution equipment and conduit and conductors of sufficient capacity for Tenant's disconnect. The type and size of the electrical service will be as specified on the Landlord's approved construction drawings. Center Management will designate location of the power source to the space and required labeling. The general contractor and Center Management should walk the route to verify the methods of attachment, support, penetrations, etc. This will be the same for telephone and music services.
2. All wiring shall be in conduit (rigid or EMT). Flexible conduit may not be used for extended runs or in lieu of conduit in partitions. Flexible conduit may be used in length not to exceed 6' for finish connections only. Review with Dolphin Mall Facilities Director.
3. Temporary power may be available from a source designated by Center

Management. Any temporary electrical wiring located outside the leased premises shall be placed in a metal casing. All temporary wiring during constructions (e.g., phone, power, service, etc.), shall be in conduit and removed before project completion.

4. All circuit panels must be balanced. Balancing will be verified by the Landlord's Center Management and Electrical Contractor.

### **Floor/Deck**

**All penetrations through any concrete floor slabs must be coordinated with Center Management. Core drilling, saw cutting, jack hammering, bush hammering, chipping, etc. are not permitted without prior approval. The general contractor must perform a field survey of the area below any proposed floor penetration to verify the existence of any electrical, mechanical, etc. equipment.**

1. All restaurant and toilet room floors are to be waterproofed with an elastomeric membrane. Water proofing must extend a minimum of four inches (4") up all wall surfaces.
2. Floor drains are required in all toilet room and kitchen areas. The floor shall be sloped to ensure proper drainage.
3. Some on grade slabs contain conduit/piping for telephone, electrical, plumbing, etc. Coordinate any cutting and drilling through slabs with Center Management. A detection survey may be required.
4. Transitions between dissimilar floor materials shall be smooth and flush. The use of transition or reducer strips is not permitted.
5. The general contractor shall field verify the existence of expansion joints within the space. Some floor slabs are fire-rated. Verify that expansion joints meet all code requirements. Landlord approval is required for aesthetic treatment of this joint.
6. Repair of any damaged floor material is Tenant Contractor's responsibility. The contractor shall contract directly with the mall approved flooring contractor for repairs. Mall floor tile may be available for repairs to match existing floor at the storefront. Such tile shall be available with the approval if the Center Management. The general contractor will reimburse Center Management the applicable charge for any replacement tile required. This is for replacing existing tile only.

### **Ceilings**

**Ceiling construction can not be attached to the center's finished soffit, floor or roof deck above, as these components are not designated to support**

**additional loads. Ensure that ceilings are supported from the building's structural steel, bar joist, purlin etc., and are not attached to the roof deck soffit in any fashion.**

1. If the area above the ceiling is used for a return-air plenum, the general contractor must ensure that all ceiling components are plenum rated.
2. Maintain access to all Tenant and Center equipment above the ceiling per all codes and maintenance requirements. Coordinate access panel locations with Center Management, the building inspector, and Landlord approved construction drawings.
3. The maximum ceiling clearance will be designated on the Landlord's space layout. If Tenant desires ceiling elevations higher than those permitted, relocation of plumbing, electrical, mechanical, fire protection, etc., will be at Tenant's expense. Use of Center's subcontractors may be required.
4. An expansion joint must be incorporated into the ceiling construction if present within the space. The general contractor shall verify code requirements with the governing agency. Landlord approval is required for aesthetic treatment of this joint.
5. Do not remove or relocate any existing support hangers.
6. Structural Heights (See Addendum).

#### **Gas (if applicable)**

**A gas manifold has been provided in service court areas. Center Management shall direct the general contractor on the routing, type of support, etc., for this piping.**

1. Locations of gas manifolds (See Addendum).
2. Exposed pipes in service areas shall be painted.
3. Enclosure requirements should be verified with the local governmental agency. Vented shafts, chases, etc., may be required along the route.

#### **Hazardous Material**

1. The identification, handling, and disposal of hazardous materials, as determined by federal, state, county, and/or city statutes, ordinances; regulations, laws. and codes, are the responsibilities of the general contractor.
2. Center Management will request Manufacturer Safety Data Sheets (MSDS) on certain materials, especially floor tile and adhesives (mastic). The general contractor shall ensure that all materials used in the store construction are identifiable, the MSDS's are already available (on the job site), and the applicable

MSDS sheets are provided to Center Management.

3. All materials used in construction shall be "ASBESTOS FREE". Materials listed as "non asbestos" are unacceptable and shall not be used for construction.
4. Absolutely NO flammable materials shall be stored within the confines of the shopping center.

### **HVAC**

**The general contractor shall ensure that the HVAC/mechanical contractor is aware of and complies with all comments on the landlord approved construction drawings.**

1. Any existing equipment to be reused shall be made "like new." This is applicable to air-handlers, condensing units, duct work and any other portion of the HVAC system. Center Management may request that reused ducts be replaced if their integrity can not be maintained.
2. Placement of any mechanical equipment on the roof shall be scheduled with Center Management. The design loads of the roof typically do not support loads greater than 25 PSF.
3. HVAC equipment that produces or requires a drain shall be tied into the building's drainage system. Roof equipment can not drain onto the roof as this eventually causes damage. Tie-in requirements shall be coordinated through Center Management.  
Plywood across the roof with a "moon buggy" Supporting the unit is a minimum. Loads greater than 200 pounds will require a crane and/or helicopter.
4. All roof equipment (new or used) shall be painted. Each piece of equipment will be labeled with store name and space number on two sides each facing the roof hatch and high monitor roof. Two inches, white vinyl letters will be used.
5. All process exhausts, hood exhausts, equipment vents and other contaminate exhausts when permitted by Landlord shall discharge vertically to the atmosphere, 20' minimum, horizontally away from any fresh air intakes, properly dispersing odors or fumes away from the site. A duct extending higher than the tallest air intake may be required if the 20' distance can not be achieved. This may also be true for longer distances as each location is field coordinated
6. Provide clear access to all equipment in the ceiling space.
7. Contractor will provide access panels to all Landlords' equipment and shut off valves.
8. If required, ceiling plenum unit heaters will have a thermostat set at 55 F.
9. When the system is ready for start-up, Center Management shall be notified at

least 24 hours in advance, allowing time to schedule an operational inspection. The system shall be 100% operational before store opening.

### **Tenant stores with VAV based HVAC supply systems**

An air-balance of the system must be performed by the shopping center's temperature controls contractor. A certified air-balance report needs to be submitted to Center Management before the store opens. The general contractor's deposits will not be processed for return until this report is received. The Tenant's general contractor shall ensure that all temperature controls are identical and compatible to existing center.

1. The Tenant's contractor will furnish a project standard variable air volume (VAV) terminal box and thermostat, as specified on the Landlord approved drawings.
2. Center Management will determine the supply-air, fresh-air, relief-air taps, etc. to be used. Any unused supply-air taps shall be capped and sealed. Air may not blow freely from any tap unless a V A V box is attached.
4. A flexible high velocity duct (maximum length 4') will attach the VAV box to the supply-air tap. The general contractor shall ensure the HVAC contractor does not install any dips, bends, or turns at this attachment. Any "kinks" may cause the VAV box to become inoperative or drastically impair the efficiency of the unit.
5. The centers HVAC system supplies air to various areas of the center and tenant spaces. Attachments into the supply-air must occur when the system is off. Typically, the units are off between the hours of 10p.m.and 1 a.m.. Verify times with Center Management.
6. It is absolutely imperative that no VAV boxes be removed or modified without prior center approval. Each box contains a communication line that if disconnected will disable the life safety system. The Tenant's general contractor shall contract and coordinate directly with the center's building automation system contractor for all control items.

### **LANDLORDS NOTES TO TENANT:**

1. Prior to space demo, tenant must use the Landlords approved Building Automation Contractor to Pre-demo any existing VAV Control box wiring and Fire Alarm wiring. Any and All VAV Control Units that will not be reused are to be turned in to Mall HVAC Engineer representative.
2. Tenant must field verify location(s) for VAV Box thermostat(s) with Landlords Facility Director prior to any work commencing.
3. A minimum of 30% of Ceiling area must be left open for ALL Return Air and for the Malls Smoke Exhaust Systems to function correctly.
4. The Ceiling Supply Air Diffuser's must be "TITUS" perforated model PCS for Longer Throws (or similar) Air Conditioning Diffusers shall be Located to Lower height than existing lighting. Existing Lighting return Air Grill is to be relocated facing down. As a result a stratification zone would be created above return and

Supply Ducts and Less cooling capacities would be used to achieve comfort in occupied area. Contractor is to verify existing Duct size, to keep same conditions and assure that a proper distance between new return grill(s) and supply diffusers is kept.

5. Field verify locations for Ceiling access panels for any and all Mall equipment located above ceiling, with Landlords Mall facility director prior to any commencement of Construction.
6. All Thermostats shall be relocated between 4 to 5 Feet above Finish floor. All Thermostats and VAV Boxes are to be labeled properly prior to Store opening. Installation of all Thermostats will be located in a designated and clear area.
7. Required Test and Balance is to verify Air flow capacity to insure that Mall VAV Boxes are receiving the required Air quantity. ALL Required HVAC Test and Balance reports will be coordinated with LL Approved HVAC Contractor and LL Approved Building Automation Contractor, Mall HVAC Engineer at Merchant Cost.
8. It is also recommended to study the possibility of using Ceramic Metal Halide light fixtures with good color rendering as required for each specific application to at least replace part of the existing halogen light fixtures. Use light fixtures with the highest efficiency possible that will not only minimize heat load factor but also cut down on merchant energy costs.
9. Any and All Ceiling painting to be coordinated with Mall Facility Director prior to commencing to avoid any existing and Labeled Duct work and Piping to be covered over. LL will decide on a case per case basis if Facility Extractors will be adjusted. All Painting to be completed at Night.
10. Prior to Store Opening, Merchant representative to complete a "High Duct" cleaning throughout said location.
11. Any and All LL HVAC Equipment work to be coordinated and completed by Approved LL Contractor only.

### **Plumbing**

**The general contractor shall verify that the plumbing contractor is aware of and complies with all Landlord comments on the Landlord's approved construction drawings.**

1. Center Management will designate sanitary, domestic water, air vent and other utility lines to be used. These utility lines may exist outside the leased premises.
2. Ensure that all sanitary clean outs are exposed and remain accessible. Since many trades can affect this requirement, the general contractor shall ensure that all subcontractors are aware of any existing clean outs. Coordinate locations with Center Management after demolition.
3. All supply water lines, exposed or concealed, shall be insulated. Ensure that this insulation material is plenum rated.
4. The Tenant Plumbing Contractor shall furnish and install a domestic water meter in the Tenant space that reads in gallons. Such meter shall be located no more than 3 ft. above the floor and include shut-off valves. Meter and valves are to be accessible at all times.
5. The general contractor shall ensure that the plumbing contractor does not leave

any uncapped or open sanitary or vent lines, etc. Unnecessary clean-up can be costly and offensive.

6. Floor drains must be installed in all restroom floors.
7. All core drilling must be done before 9:00 am or after 10:00 pm, so as not to interfere with normal operation of the center.
8. Copper, steel, or cast iron or any other code complying metal shall be used for all piping. Use of plastic (PVC) pipe is not allowed.
9. When construction is completed, all sanitary lines shall be "routed out". Written notification, indicating date and time, shall be provided to Center Management before the barricade is removed.

### **Roof Deck**

**The general contractor shall coordinate any work that requires modifications to the existing roof with Center Management. The general contractor must use the center's roofing contractor for all roof modifications. The general contractor shall ensure that all applicable subcontractors (i.e., HVAC, mechanical, electric, etc.) are aware of the roof requirements.**

1. Tenant general contractor shall contact the Landlord's Roofing Contractor to arrange for any penetrations required through the Landlord's roof. No other contractors are allowed to make penetrations.
2. Typically, any openings in the roof greater than 12' x 12" require additional steel reinforcing. This steel shall be installed before cutting the roof. Drawings showing the roof framing must be approved by Landlord's structural engineer.
3. The general contractor shall coordinate access to the roof for his subcontractors. Access shall be through the applicable roof hatches and must be coordinated with Center Management and Security.
4. Pipes, conduit, ducts, antennas or other equipment shall penetrate vertically through the roof directly below the serviced equipment. Any material installed horizontally across the roof is subject to immediate removal.
5. Antennas are permitted on the roof only after a "Roof Access Agreement" has been executed between the Landlord and the Tenant. This includes satellite dishes, music dishes and any other transmission or receiver devices. Review with Dolphin Mall Facilities Director.
6. All Crating materials, unused equipment, trash, debris, etc., shall be removed from the roof upon completion of work by the general contractor. A "clean-up" fee will be assessed if removal of debris, equipment, etc., is performed by Center Management.
7. Equipment of any kind shall be carried over the roof expansion joints. Do not



drag, drop or mishandle any equipment across the roof. The cost of repairs for damage caused by any subcontractor will be deducted from the general contractor's construction deposit.

8. Any use of a crane or helicopter must be coordinated through the Center Management Security Director and Facilities Director.
9. Equipment placed on the roof shall not be visible from any location on the center site. Coordinate equipment placement with Center Management.

### **Smoke Detectors**

1. All life safety requirements associated with the tenant's construction are based on the initial code review of the base building. Smoke detector, smoke exhaust, egress routes, etc. are unique to this Center. Any Tenant system that requires attachment to the Center systems shall be coordinated with Center Management. The general contractor and his subcontractors shall be aware of all comments on the Landlord approved construction drawings.
2. Changes to the base building life safety system may require a life safety inspection by the local building inspectors.
3. All final connections and testing must be made by the Landlord's Fire Alarm System Contractor. The General Contractor shall contract directly with Landlord's Contractor at the General Contractor's expense.

### **Sprinkler System**

**The general contractor shall ensure the fire protection contractor is aware of and complies with all comments on the Landlord approved construction drawings.**

1. The general contractor shall ensure that the fire protection subcontractor submits drawings to the Landlord's insurance underwriter. Approval must be obtained before Tenant opening.

All plans must be approved before tenant's opening.

2. Many tenant's spaces have more than one sprinkler main within the space. The Center Management shall designate the sprinkler main to be used.
3. Permanent system isolation valves are not permitted in the system. Auxiliary drain valves may be used. They should be located in an area that does not invite tampering and will be tagged and capped.
4. The sprinkler system is monitored by the local fire department, center security and various alarm companies. Contractors must not tamper with these systems.

5. The general contractor shall contact Center Management not less than 48 hours in advance to schedule a sprinkler system drain down to tie-in Tenant system. For information on sprinkler drain fees and any special requirements. **Sprinkler Shut down fee is \$535.00; Tax included (per shutdown.) Fees are subject to change.**
6. Sprinkler systems will not be drained on weekends, holidays, nights or when the center is open to the public. Systems may be drained between the hours of 7:00 am and 10:00 am. Sprinkler systems must be charged and reported back in service no later than 10:00 am. Earlier drain downs can be arranged.
7. Before a shut-down for final connection can occur, the system shall be hydrostatically tested and made ready for tie-in. The general contractor shall schedule a date and time for the system shutdown, which shall be scheduled a minimum of 48 hours in advance with Center Management. A copy of the approved hydrostatic test will be given to Center Management prior to connection to the sprinkler main. If a hydrostatic test is not required by the local municipality, written documentation is required to support the waiver.

### **Storefront**

**The Landlord requires a smoke/fire separation at the center's bulkhead. The general contractor shall ensure that the integrity of the bulkhead is not jeopardized by configuration of the storefront.**

1. The center soffit is not designed to support any additional loads. The Tenant's storefront may not be attached to any part of the center soffit or neutral piers.
2. Overhead grilles which are wider than twelve (12) feet shall be motor operated (if applicable).
3. Caulk, silicone, sealants, etc., are not acceptable materials for finished glazing butt joints.
4. Transitions between materials, angles, breaks, etc., shall be even and clean. The use of caulks, silicone, etc., to fill these transactions is not permitted.
5. Any damages caused by demolition or construction to the Landlord's storefront components, soffit or floor material shall be repaired to a "like new" condition. The general contractor shall coordinate any repairs with Center Management. If these items are not addressed, before project completion repair cost will be deducted from, the general contractor's construction deposits.
6. Storefront construction may not extend beyond the lease line unless approved by the Landlord. Awnings, cornices, moldings, lamps, etc., are to be located within the tenant's leased premises or as indicated on the Landlord approved construction drawings.

7. The general contractor shall ensure that the sign contractor is aware of all comments on the Landlord's approved sign shop drawings. Landlord approval is required before sign fabrication. Failure to submit shop drawings may prohibit the storefront sign from being installed. Temporary signs will not be permitted for store openings.
8. Storefront neutral piers (if required) shall be furnished and installed by the Landlord upon completion of demising wall.
9. The Tenant's General Contractor shall insure access to all Landlord equipment existing adjacent to the storefront or within the Tenant space.
10. The Tenant's General Contractor is responsible for final cleaning of the storefront and adjacent materials after the barricade has been removed.

### **Structural Modifications**

**Structural modifications to the center require approval from the Landlord's structural engineer. Penetrations in decks, roof, bearing, walls, etc., greater than 12"X12" require structural reinforcing before commencing work. It is imperative that structural work be coordinated in advance with Center Management.**

1. Those tenants desiring to make changes to the base building structure must submit to the Landlord drawings and specifications from a certified engineer for approval.
2. The following conditions are applicable:
  - A. Duct shaft penetrations
  - B. Exterior wall penetrations
  - C. Extra ordinary loads (i.e. safes, vaults, transformers, water heater, mezzanines, etc.)
  - D. Relocation of structural membranes  
(See Tenant Handbook for load limitations on the upper levels)
3. Excessive deck/roof loading caused by transformers, safes, mezzanines, HVAC units, etc., require approval from the Landlord's structural engineer. Structural beams, purlin, joist, etc., shall not be modified by the contractor unless specifically noted on the Landlord's approved construction drawings.

**The attached "sign off" statement (see page 1 of Tenant Construction Manual) applies to the preceding conditions and must be delivered to Center Management prior to the Store's Grand Opening.**

### **Telephones**

1. All telephone cables shall be routed through conduits provided in the rear corridor, from the space to the associated phone closet. All wiring shall be installed at the Tenant's expense and must be plenum rated.

2. Access to Landlord's telephone room is through the Security Department via approval by Center Management.

### **Tenants Open for Business During Remodeling**

1. Your Certificate of Occupancy is issued by the local building authority which may determine, based on the scope of work, that the store must be closed during remodeling. This question should be asked of the Building Department before work starts so that he can assess the extent of remodeling.
2. The general contractor shall verify all code requirements (entrance/exit routes, fire protection, etc.) before the barricade is installed. In the event the center management staff determines the public's welfare is compromised, all construction will be stopped. All means of egress must be clear and available at all times when this site is open to the public and store personnel.
3. If any portion of the store remains open during construction, a barricade is required between the construction activity and the open store area. This barricade will consist of metal studs and gypsum board, fully taped, spackled, and painted.
4. All information in this package (Tenant Construction) also holds true for remodeling. This includes all inspections by the Landlord's Facilities Department and local government inspectors.

### **GENERAL CENTER REQUIREMENTS**

#### **Deliveries**

1. All delivery routes to the construction site will be designated by Center Management. The general contractor shall ensure that all project subcontractors are aware of these routes. Coordinate delivery hours with Center Management.
2. Loading docks shall be used for all deliveries. The general contractor shall verify door size openings from the service area to the construction site, to ensure that all types and sizes of materials can be delivered to the space. Center Management will designate the appropriate service area for deliveries.
3. Service areas shall be used only for loading and unloading construction materials. Any vehicles parked more than 30 minutes with no activity will be towed at the general contractor's expense.
4. Deliveries to the Tenant space shall be made through the service corridors to the rear door (where possible) when authorized by Center Management; deliveries will be permitted through the center common area after 10:00 p.m. and before 9 a.m.
5. Delivery carts used in the center shall be equipped with soft rubber tires. Carts with steel wheels are not permitted. Cost of floor repairs for damage caused by deliveries will be deducted from the general contractor's construction deposit. If your course of travel through the center is over an expansion joint, a ½ sheet of 4'

X 8” plywood is required to cover the expansion joint.

6. The general contractor shall ensure that any dirt, liter, or tire tracks left from deliveries shall be cleaned by the responsible contractor. If clean-up is not performed within a reasonable time, center cleaning personnel will perform the work and, the cost will be deducted from the general contractor’s construction deposit.
7. Customer entrances to the center shall not be used for material deliveries. Special conditions may warrant exceptions but **prior authorization from Center Management is required before delivery.**

### **Parking**

1. All construction and store employees are required to park in the parking areas adjacent to the outer ring road behind the existing “Blue Line”.

### **Inspections**

1. Tenants work shall be subject to inspection by Center Management and other Landlord designated representatives at anytime during construction.
2. Landlord right to stop construction. While it is not the Landlord’s intention to hinder or stop construction, if any Landlord or Center criteria are in question or the public’s welfare has been compromised, the Landlord reserves the right to stop construction.

### **Security**

1. Access to barricades, roof hatches, telephone rooms, electric closets, etc., shall be coordinated through center security dispatch office. Authorization for entry will be given by Center Management The Contractor shall be required to give the Security Officer his name, company,' reason for entering the secure area and leave a photo ID.
2. The general contractor is responsible for securing the construction site at all times. Contractors shall safeguard/secure all tools, materials, supplies, etc. The center will not be responsible for any items lost or stolen.
3. The center hours of operation are Monday through Saturday 10 am to 10 pm and 11am to 7pm on Sunday. Restaurants remain open throughout the week until 2am. Access outside of normal hours shall be coordinated through Security and authorized by the Center Management. Construction work is permitted 24 hours a day provided there are no disruptions to the center or adjacent tenants daily operations.
4. Conduct of all contractors involved with tenant construction is the responsibility of the general contractor. Rude, disrespectful or loud behavior will not be

tolerated. The general contractor shall ensure that all requests by Center Management shall be complied with immediately. Absolutely no alcohol, drugs, weapons or smoking is permitted on center property.

5. All lunch breaks, coffee breaks, etc., by contractors shall be confined to the construction site. Any contractors seen lounging in the common area will be asked to move into the construction site.
6. All contractors are required to wear appropriate construction clothing and protective equipment. It shall be understood that shirts, safety shoes, hard hats, long pants, etc., will be worn at all times.

### **Project Completion**

#### **Stoking/Merchandising**

1. The Landlord can not be responsible for Tenant's merchandise. Merchandise may not be stored outside the confines of the leased space.
2. Debris associated with merchandising must be discharged in the waste dumpsters designated by Center Management. Refuse and cardboard dumpsters are available for Tenant use when the Tenant signs up for service by Center's designated contractor.
3. Center management will designate the loading dock and route from dock to space.
4. The center's normal hours of operation are Monday through Saturday 10 am to 10 pm and 11 am to 8 pm on Sunday. If merchandising is performed outside of these hours the store must notify center security.

#### **Store Opening Inspection**

1. The store must be 100% completed, fully cleaned and ready for business before the barricade is removed. The general contractor will coordinate a walk -through with Center Management, before project completion to define deficiency corrections. **A pre-opening checklist will be developed at this time identifying all Landlord issues and deficiencies which must be corrected prior to store opening.**
2. A final inspection by Center Management to schedule barricade removal and to verify completion of the pre-opening checklist is required. This inspection must be scheduled 48 hours in advance of the desired barricade removal. A copy of the completed building permit and/or the Certificate of Occupancy shall be presented to the management office before the inspection.
3. The general contractor's construction deposit will not be processed for return until an air balance report and all Landlord issues are resolved. Allow at least thirty (30) days for processing return of construction deposits.

## **Merchant Certificate of Insurance Requirements**

The following are the insurance requirements for Dolphin Mall as stated in the license agreement:

Licensee shall maintain the following insurance policies from and after the Licensed Premises are available to Licensee and continuing during the License Period:

- (a) Comprehensive general liability policy on an occurrence basis – coverage not less than One Million Dollars (\$2,000,000.00) per occurrence.
- (b) All risk property insurance, including theft coverage, written at replacement value, insuring Licensee’s merchandise, trade fixtures, furnishings, equipment, and all other personal property.
- (c) Worker’s compensation insurance as required by law.
- (d) Product liability insurance coverage at no less than One Million Dollars (\$1,000,000.00 per occurrence for personal injury and death and property damage

All such policies, except worker’s compensation, shall name Licensor, its managing agent (The Taubman Company Limited Partnership), all other parties in interest designated by Licensor as an additional insured, and further contain a waiver by the insurer or any right of subrogation against Licensor, its agents, employees and representatives which arises or might arise by reason of any payment under such policy or by reason act of any act or omission of Licensor, its agents, employees or representatives.

### **The Additionally insured clause must be worded exactly as it appears below:**

**Additionally Insured:** Dolphin Mall Associates, LLC and The Taubman Company LLC are additional insureds with regard to Tenant Agreement. All coverage is primary and non contributory with any other insurance available to the additional insureds and that coverage is applicable to all services required under the Agreement with the Additional Insureds.

### **The Certificate Holder should read:**

Dolphin Mall Associates, LLC. and The Taubman Company LLC  
11401 NW 12<sup>th</sup> Street MANAGEMENT OFC  
Miami, Florida 33172

### **Barricades**

All Tenant barricades and demising partitions must remain in a sealed condition.

Barricades for Tenant space not having a back door may have a front door (one section paneling) that must be secured and locked each night and kept closed during Center hours by Contractor. The Tenant’s General Contractor

shall install a gypsum board barricade with a door. The barricade shall be taped, spackled and painted per the center's specifications. The storefront barricade can not be removed prior to construction completion and store opening. Removal by the General Contractor must be coordinated with Center Management.

### **Doors/Deliveries**

Center doors and elevator doors are not to be propped open at any time by contractors or workmen. Security, Facilities and Cleaning personnel have been instructed to remove door stops. Damage to doors will be charged to contractor.

All construction materials for tenants must be brought through the back door, using the designated receiving route.

If Tenant's space has no back door, materials, concrete and store fixtures may be brought through the front door of Tenant barricade. However, the common area floors must be **PROTECTED** and **CLEANED** by the contractor prior to 8:00am each day.

Deliveries of construction materials will not be allowed through any public entrances after 8:00 am each day.

If the delivery route is over an expansion joint, a ½" sheet of 4'X8' plywood is required to cover the expansion joint.

Delivery of oversized fixtures or materials unable to be routed through existing service entrances and corridors must be arranged with Center Management in advance.

Service Area loading docks are to be used for unloading equipment and materials only. No parking in these areas is permitted. If a vehicle is left unattended for thirty (30) minutes or more, it will be towed.

### **Personnel Demeanor**

Construction workers, Tenants, and tenant contractors are expected to act in accordance with any and all regulations established by Center Management. Abuse, disrespect, or insulting action toward customers, tenants, fellow workers or Dolphin Mall personnel will not be tolerated.

Tenant Contractors in violation of any rules will be subject to forfeit all or a portion of the security deposit and a complete construction shutdown.

This is a smoke free environment.

### **Property and Equipment**

Only Dolphin Mall Personnel are authorized to use Dolphin Mall compactors, trash carts, dollies, tools, or equipment. Absolutely NO equipment will be loaned for use.

All work shall be done within the confines of the Tenant's barricaded space. **NO WORK WILL TAKE PLACE IN THE COMMON AREA OF THE CENTER.**



## **Rubbish / Debris Housekeeping**

Construction companies may not dump construction debris in any other space. Construction debris and materials must be placed into construction dumpsters.

Contractors must deposit all rubbish only in the contractor's "open top" dumpster.

Provisions must be made to ensure all dirt, dust, and other construction-related debris is kept within the area of construction.

## **Tools**

No wheel barrows or wheeled vehicles are permitted within the common area during Center hours. (ALL WHEELED VEHICLES MUST HAVE RUBBER TIRES).

Tools and construction materials must be transported using the service elevators only. Use of escalators, Grand Court and other passenger elevators is **strictly prohibited**.

Tools and construction materials must be stored in the tenant's space at all times and are not allowed to be stored in the Center or Service Areas at anytime. The uses of gas and propane equipment are prohibited.

## **Waste Removal / Trash**

General trash/construction debris can create safety and fire hazards. The general contractor shall ensure that the construction site is policed and debris removed to provide a safe, sanitary construction site.

Debris shall be confined to the Tenant's leased premises. Holding or storing trash in exit corridor, adjacent Tenant spaces, service areas, or other areas will not be permitted. Trash found in these areas will be immediately removed as requested by Center Management. If the general contractor fails to comply, Center Management will remove trash. The cost for the removal will be deducted from the general contractor's construction deposit.

The general contractor shall coordinate the use of the trash dumpsters with Center Management. Cost, location, time schedules, etc., shall be fully understood by the general contractor, who is responsible for policing and cleaning the dumpster area.

The center trash compactors in the service areas are not designed to accommodate construction trash and debris. Use of these compactors is not permitted during demolition or construction. Any construction debris found within the compactor(s) will be charged back to the contractor at the "full" compactor rate up to and including a \$250.00 fine.

Center Management is not permitted to lend center cleaning equipment; we ask that contractors not jeopardize the employee's position by asking to borrow such items.

## **Waste Hauling**

Waste Management is the **only** Center Management approved contractor for open top dumpsters. Please contact **Contact: Tenant Services 855-690-7785**

## **Construction Deposit, Landlord Incurred Costs and Facilities Fee**

The Tenant's general contractor needs to request in writing the return of the initial \$5000.00 deposit or \$8000.00 (black box) construction deposit. The center will return the deposit less and cost incurred by the Landlord during construction. Deductions will include, but not limit to, the cost of: cleaning labor, property damage, additional barricade graphics or barricade damage, helicopter or crane lifts, etc.

The Tenant's general contractor needs to ensure that no outstanding deficiencies remain on the Landlord's punch list. An incomplete punch list will delay the release of the construction deposit.

**DOLPHIN MALL  
TENANT CONSTRUCTION MANUAL ADDENDUM**

**TELEPHONE CONTACTS**

**STORE PLANNING & DESIGN**

Michael Cooper, Tenant Coordinator 248-258-6800

**DOLPHIN MALL MANAGEMENT OFFICE**

Al Lara Facilities Director 305-591-5745

Jorge Viera Facilities Superintendent 305-591-5747

305-591-5746

305-591-5743

**SECURITY**

Jorge Rosario – Security Director 305-591-5756

Security Dispatch 305-599-9940

**EMERGENCY PHONE NUMBERS**                      **EMERGENCY**                      **NON-EMERGENCY**

Fire / Rescue 911 305-476-5423

Sweet Water Police 911 305-552-9900

**LIFE SAFETY REVIEW**

Aon Fire Protection Engineering

Contact: Dale Wilson 847-953-7729

**PUBLIC SERVICES**

City of Sweetwater Building Department

**UTILTIY NUMBERS**

BELLSOUTH PHONE 800-625-8879

CITY GAS GAS 305-691-0313

WASTE MANAGEMENT TRASH 855-690-7785

MIAMI DADE WATER & SEWER WATER 305-665-7471

FPL ELECTRIC 305-552-4129

**LANDLORD REQUIRED CONTRACTORS**

ROTH BROS (Roofing) 1-813-407-9233

ARFRAN SPRINKLER 305-591-9675

JOHNSON CONTROLS 866-825-8860

AIR SUPPLY MECHANICAL (MECHANICAL CONTRACTOR) 786-229-6240

**DOLPHIN MALL  
TENANT CONSTRUCTION MANUAL ADDENDUM**

**STRUCTURAL INFORMATION**

**HEIGHTS:** **ROOF DECK +/-22'0" VARRIES**  
**NOTE:** ALL ROOF AND PENETRATION REPAIRS MUST BE PERFORMED BY LANDLORD'S ROOFING CONTRACTOR.

**SPRINKLER SYSTEM:**  
**NOTE:** FIRE PROTECTION DRAWINGS ARE TO BE SENT TO THE LANDLORD'S INSURANCE UNDERWRITER AT THE FOLLOWING ADDRESS:

PLAN REVIEW  
FACTORY MUTUAL ENGINEERING  
DAVID WHITEHURST  
17197 NORTH LAUREL PARK DRIVE  
SUITE 513  
LIVONIA, MI 48152-2686

A sprinkler drain fee **\$475.00 + tax=\$508.25** is required for each drain down of the System.

Shutdowns not performed in the specified time will be charged and additional of \$50.00 per hour.

A check made payable to Dolphin Mall Associates, LLC shall be delivered to center management 24 hours prior to the drain down. The system will not be drained unless the fee has been paid.

The times for draining are between 6:00am-9:00am, prior to mall opening.

During special times of the year the drain down times may change, please check with center management for the appropriate times.

**STATEMENT OF RECIEPT OF TENANT CONSTRUCTION MANUAL**

I have received copy of Dolphin Mall’s Tenant Construction Rules and Regulations Manual regarding general information, procedures, rules and regulation for Tenant construction at the Center. I understand the contents of this manual and that Center Management reserves the right to change or modify any of the policies.

The general contractor is responsible for ensuring that all subcontractors involved with construction are fully aware of all information contained in this manual.

Also, I understand that Center Management reserves the right to stop construction at any time for safety or aesthetic reasons or if Contract or a contractor representative violates the rules and policies contained in this manual.

\_\_\_\_\_  
Contractor representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Center Management

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date