



Sunvalley Shopping Center

TENANT CONSTRUCTION RULES AND REGULATIONS (TTC Store Planning)

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Contractors Duties and Responsibilities

The general contractor is responsible for the construction of the leased space, while under full construction. Including the supervision of its sub-contractors as well.

The general contractor must ensure that the following issues are adhere to, and other requirements that are addressed in the Construction Rules and Regulations as well.

- ***All contractors / sub-contractors must adhere to all State and Federal safety rules and regulations.***
- ***The General Contractors at NO time shall leave a build out space unsupervised or unattended while under construction. Only individuals employed by the contractor that have attended the original pre-construction meeting will be authorized to supervise work within the center. Additional pre-constructions meetings can be scheduled to qualify individuals at a later date. The cost of these meetings will be \$250 each and can be paid at the time of the meeting or deducted from the construction deposit.***
- ***The General Contractor is responsible for the security of the tenant construction space. Ensuring that the barricade and back exit doors are properly secured and locked.***
- ***During a tenant build-out, the general contractor must ensure while under construction, the space is kept clear of any unnecessary dust and debris that may spill out into mall common areas. Walk off mats are required at all construction site exits.***
- ***No smoking is allowed in the construction space or any of the mall common areas.***
- ***No eating or construction meetings in common areas***

Required Documents

The following documents are to be assembled by the Tenant's General Contractor before arranging a pre-construction meeting with the center management staff.

Building Permit

A building permit and/or a demolition permit issued by the local Building Department.

Insurance Certificate for Contractor and Tenant

A Certificate of Insurance and a Worker's Compensation Certificate if regulated by the state.

W-9 form

Form must be filled out completely. (Ref: Construction deposit)

Construction Deposit and Facilities Cleaning and Maintenance Fee.

Refundable Construction Fee, a check payable to Sunvalley Shopping Center in the amount of \$5,000.00 (Ref: W-9 Form)

**Facilities Maintenance fee: Payable to Sunvalley Shopping Center
Up to 25 linear feet of barricade removal \$925.00
Over 25 linear feet of barricade removal \$1200.00**

Landlord Approved Construction Drawings

One complete set of landlord approved construction drawings. It is recommended these drawings be reviewed by the General Contractor before the pre-construction meeting.

Pre-Construction Information Form

Using the form from Appendix B, record the names of all subcontractors used by the general contractor during the construction process. Designate subcontractors by trade. In addition, the general contractor shall complete the remainder of the form and provide the appropriate dates and construction costs.

When all of the prerequisite documents are assembled, the general contractor can deliver them to the management office for review. It is requested the general contractor obtain a copy of the Construction Rules and Regulations, and formularies themselves with its content.

Insurance Requirements

The Tenant, Tenant's general contractor, and all contractors involved with the construction process are responsible for obtaining the proper insurance. All insurance certificates, including the tenants are due at the time of the Pre-Construction meeting. A primary policy or primary policy plus an umbrella policy can satisfy liability requirements. The following minimum amounts are required:

Worker's Compensation

In compliance with any and all statutes requiring such coverage in the state where the Center is located, covering employees, volunteers, temporary workers and leased workers. Employer's Liability in a minimum amount of \$1,000,000 each accident, \$1,000,000 each employee and \$1,000,000 policy aggregate. Such coverage shall include all employees, volunteers, temporary and leased.

Comprehensive General Liability

- **\$1,000,000 Per occurrence for bodily injury and property damage**
- **\$1,000,000 Per occurrence for personal and advertising injury**
- **\$1,000,000 Products and Completed Operations**
- **\$1,000,000 General Aggregate**

Comprehensive Automobile Liability

In the amount of \$1,000,000 combined single limit for bodily injury and property damage, covering all owned, non-owned, or hired automobiles used in the course of Contractor's business.

Additionally Insured

All insurance policies (except worker's compensation) shall include the Landlord, its managing agent, and any other parties designated by Landlord as additionally insured. Demolition or construction may not commence until this statement is properly indicated on the insurance certificate.

Additionally insured clause should read:

Sunvalley Shopping Center, LLC and The Taubman Company, LLC.

This coverage is considered primary insurance.

Certificate Holder should read:

**Sunvalley Shopping Center, LLC
c/o Sunvalley Mall
One Sunvalley Mall,
Concord, CA 94520.**

Construction

Revised 1/1/16

Barricades

The landlord shall provide a prefabricated, full height barricade at the storefront. Before demolition, the general contractor shall install a visqueen dust barrier, from floor to ceiling, along the entire inside of the barricade, and maintain during the entire course of construction.

The general contractor is responsible for maintaining the area surrounding the barricade. If dirt or dust escapes from the construction site into the center common area, the general contractor may be charged a "cleanup" fee for cleanup performed by center personnel. Failure

All barricade doors (including rear exit doors) shall remain closed during construction activity. This will prevent unauthorized personnel from entering the site and help contain dust within the space.

The general contractor will be responsible for any barricade damage caused by demolition or construction. If any damage exists before demolition the general contractor should notify the center's Facilities Director immediately.

Sunvalley staff will move the barricade away from the storefront lease line when it inhibits storefront construction. The barricade must remain rigid, square, and plumb throughout store construction.

Any common area tile exposed as a result of the barricade relocation must be protected. Plywood, carpet, Masonite or other durable material specified by the facilities director shall be utilized. Relocation or removal of the storefront barricade will be authorized by the Facilities Director, and must be scheduled at least 24 hours in advance.

Additional signage may not be installed on the barricade exterior unless authorized by the center General Manager.

If any portion of the store remains open during construction, a barricade is required between the construction activity and the public. This barricade will consist of metal studs and gypsum board, fully taped, spackled, and painted. 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.

Demolition

Demolition shall not interfere with the daily operations of adjacent tenants or center common areas. Be aware of work that may cause excessive vibrations, which can damage adjacent tenant spaces and/or surrounding areas.

Remove all existing electrical, mechanical, plumbing and other utilities and equipment to the source. Do not abandon any unused equipment. Mechanical and Electrical Equipment: Tenant shall remove all mechanical and electrical systems existing on the Leased Premises are no longer functional or designated to

Be reused. Such work shall include but not be limited to: roof top and interior HVAC equipment and supports, duct work, wire and conduits, electrical distribution

equipment,
plumbing fixtures, sprinkler lines, telephone equipment and any specialty
equipment as may
Exist in the Leased Premises.

Repairs:

Tenant shall make all repairs to the Leased Premises necessitated by the removal
of the improvements

Made by previous occupant(s). Such work shall include but not be limited to:
concrete slab, roof,
structural members, mechanical and electrical equipment, telephone equipment,
part>' walls and
Interior finishes.

Noise & Odors *The on-site Representative will terminate any construction activity that is deemed Excessively noisy or dusty or which is disruptive to the normal operations of the adjacent tenants and/or the center. No noise shall be allowed that violates the Concord noise ordinance. If excessive noise or odors are identified by the center operations staff, the general contractor will cease such operations immediately. No loud work shall be permitted from 10pm to 7am, unless it is contained within the tenant's space and not objectionable beyond the tenant's space.*

All noise and odor violations will result in a fine. See violations sheet

Floors

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

- *All concrete pours shall be scheduled with center management (a minimum of) 48 hours in advance.*
- *Layout of any "new" tenant spaces on grade shall be performed in accordance with landlord's space layout, by the general contractor or contractor designated by the landlord. The concrete slab must be made ready to fully accept the bottom 4" track of the demising wall.*
- *The route from the concrete truck to the site shall be protected with visqueen and plywood. This includes the area directly below the truck trough.*
- *Concrete moving equipment that produces noxious fumes is not permitted in the center. Only manual equipment shall be used.*
- *Sidewalks and curbs are not designed to support the weight of any concrete truck. Please ensure that the driver stages the vehicle appropriately.*

When pumping concrete to the site, provide wood blocking below the coupling flanges. The flanges shall not rest on the deck. This should prevent damage to

the center's finished floor.

- *The concrete truck shall be taken off center property for washing, rinsing and cleaning.*
- *All ducts, fire dampers, pipes, clean-outs, etc., shall be protected from concrete exposure. Equipment must not be rendered inoperative or inaccessible due to the concrete pour. The general contractor shall confirm that all necessary forms are in place before the pour.*

Lower Level Slabs

All slabs of grade shall consist of concrete with minimum strength of 3000 PSI, a minimum thickness of 4", 6" x 6", w1.4 WWF and a visqueen vapor barrier (minimum 4 mill) on compacted fill.

A petroleum based (bituminous coating shall be applied to all steel column bases.

Upper Level (Supported) Slabs

A 2" depressed area may exist in (new) supported slabs. The general contractor is responsible for filling and sloping this area to ensure that the tenant's finish floor material is the same elevation as landlord's tile floor.

A bonding agent shall be applied to any surface treated with concrete or cementitious product.

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.

The Facilities Director will designate sanitary, domestic water, air vent, and other utility lines to be used. These utility lines may exist outside the leased premises.

Copper, cast iron, steel or any other code-complying metal shall be used for all piping. PVC piping may not be used below grade or in return-air plenums. All cold water supply lines shall be insulated. Ensure that this insulation material is plenum rated if applicable.

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 the Facilities Director after demolition.

The general contractor shall ensure that the plumbing contractor does not leave any uncapped or open sanitary or vent lines, etc. Unnecessary cleanup can be costly and offensive.

Work requiring access into Lower Level tenant spaces shall be negotiated by the general contractor with the appropriate store manager and/or owner. Any damaged caused by this work shall be corrected by the general contractor at his expense.

Water meters, if required, shall be installed in each tenant space, located within 5' of the floor and accessible at all times.

When construction is complete, the contractor will provide a camera inspection of the main line from the end of main to the main main point of connection. All lateral sanitary lines shall be "rooted out" to the main connection. Written notification, indicating date and time, shall be provided to the Facilities Director before barricade removal.

Piping for Natural Gas

A gas manifold has been provided by the gas company. The Facilities Director shall direct the general contractor on routes, type of support, etc., for this piping.

Installation of a seismic shut-off valve is required with all new gas meters. Seismically activated shut-off valves will be installed downstream from gas meters.

Use of natural gas is permitted for cooking (process loads) operations only. The system is not designed to supply:

- **Water heaters**
- **Unit (air) heaters**
- **Jeweler's torches**

Enclosure requirements should be verified with the local government agency. Vented shafts, chases, etc., may be required along the route.

Electrical

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

All permanent wiring shall be 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 lengths of 6' for finish connections only.

Temporary power may be available from a source designated by the Facilities Director. Any temporary electrical wiring located outside the leased premises shall be placed in a metal casing. All temporary wiring used during construction (e.g., phone, power, service, etc.) shall be conduit and removed before project completion.

The type and size of the electric service will be specified on the landlord approved construction drawings. The Facilities Director will designate the power source, route from the source to the space, and labeling. The general contractor and Facilities Director should walk the route to verify the methods of attachment, support, penetrations, etc., are fully understood.

Note...City of Concord Building Department requires an AIC rating of the electrical

service.

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.

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. The Facilities Director may request that reused ducts be replaced if their integrity cannot be maintained.

Placement of any mechanical equipment on the roof shall be scheduled with the Facilities Director. The design loads of the roof typically do not support loads greater than 25 PSF. Plywood laid across the roof with a "moon buggy" supporting the unit is a minimum. Loads greater than 200 pounds will require a crane. Loads greater than 500 pounds will require a crane and/or helicopter. If a crane can easily reach the unit's destination point, the load requirements are not in effect.

HVAC equipment that produces a discharge or requires a drain shall be tied into the center's drainage system. Roof equipment cannot drain onto the roof as this eventually causes damage. Tie-in requirements shall be coordinated with the Facilities Director.

All roof equipment (new or reused) shall be labeled with the store name and space number. Two inch, white vinyl letters will be used on two sides of the equipment.

Exhaust ducts penetrating the roof shall be located at least 20' away from any fresh-air intake. A duct extending higher than the tallest air intake may be required if the 20' distance cannot be achieved. Coordinate locations and routes with the Facilities Director.

Placement of any equipment on the roof of Sunvalley Shopping Center that requires the use of a crane must be scheduled with the Facilities Director at least 24 hours in advance. Any equipment placement that requires the use of a helicopter must be made 48 hours in advance. A non-refundable fee of \$400 for a crane lift or \$600 for a helicopter lift must be paid in advance at the management office during normal business hours. Fees will not be deducted from the construction deposit.

Central Plant Systems

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

When the system is ready for start-up, the Facilities Director shall be notified at least 24 hours in advance, allowing time to schedule an operation inspection. The system shall be 100% operational before store opening.

An air balance of the system must be performed by an independent temperature controls contractor, and a certified air-balance report submitted to the Facilities

Director before the store opening. The general contractor's construction deposits will not be processed for return until this report is received.

Roof Deck

The general contractor shall coordinate any work that requires modifications to the existing roof with the Facilities Director. 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, electrical, etc.) are aware of the roof requirements.

Typically, any opening in the roof greater than 12" x 12" requires additional steel reinforcing. This steel shall be installed before cutting the roof. Drawings showing the roof framing must be approved by the landlord's structural engineer.

The general contractor shall coordinate access to the roof for his subcontractors. Access shall be through the applicable roof hatches. Ladders, lifts, ropes, etc., shall not be used for access unless specifically approved by the Facilities Director.

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.

Antennas are permitted on the roof only after an "Antenna Agreement" has been executed between the landlord and the tenant. This includes satellite dishes, Muzak dishes, and any other transmission or receiver devices.

All crating materials, unused equipment, trash, debris, etc., shall be removed from the roof upon completion of work by the general contractor, who may be assessed a "cleanup" fee if removal of debris, equipment, etc., is performed by center personnel.

Equipment of any kind shall be carried over roof expansion joints. Do not drag, drop or manhandle any other equipment across the roof. The cost of repairs for damage caused by a tenant subcontractor will be deducted from the general contractor's construction deposit.

Equipment placed on the roof shall not be visible from any point on the center site. Coordinate locations with the Facilities Director.

Fire Protection And Sprinklers

Only Landlord designated Fire Protection Contractors are allowed to work on the fire sprinkler system. See page 28 for approved contractors.

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

The general contractor shall ensure that the fire protection subcontractor drawings meet Fire Mutual specifications. The drawings must be submitted to and meet the approval of the Contra Costa County Fire Protection District's Fire Marshall.

Note that approvals can take up to six weeks.

Many tenant spaces have more than one sprinkler main within the space (both center and tenant supply lines). The Facilities Director shall designate the sprinkler supply line to be used.

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.

The sprinkler system is monitored by the local fire department, center security, and various alarm companies. Contractors must not tamper with these systems.

Before a shutdown 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 a system shutdown, which should be scheduled a minimum of 48 hours in advance with the Facilities Director.

Shutdowns will be conducted during non-business hours. A fee of \$360 will be paid to the Fire District to guarantee an early morning inspection.

A shutdown fee of \$500.00 shall be charged for each system shutdown. Payment shall be made in the form of a check in the amount specified and made out to Sunvalley Shopping Center.

A minimum of two fire extinguishers must be located on the job site through construction.

Life Safety

All life safety requirements associated with the tenant's construction are based on the initial code review of the base building. Smoke detection, smoke exhaust, egress routes, etc., are unique to each center. Any tenant system that requires attachment to the center systems shall be coordinated with the Facilities Director. The general contractor and his subcontractors shall be aware of all comments on the landlord approved construction drawings.

Demising Wall

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 5/8" fire-rated gypsum board, fire-taped and spackled from floor to ceiling.

The demising wall will be located per dimensions indicated on the landlord's space layout drawing. Any dimensional inconsistencies between the space layout drawing and the landlord approved construction drawings should be brought to the immediate attention of the Facilities Director.

Demising walls do not possess any structural value. The general contractor shall provide structural reinforcement if tenant's construction is attached to or supported from the demising wall. Structural drawings must be approved by the landlord's structural engineer.

The general contractor shall schedule "new" demising wall installation with the Facilities Director. Floor conditions must be level and structurally sound in order to accept the 4" bottom (metal) track fully.

If the area above the ceiling is used as a return-air plenum, the number and size of return-air openings will be indicated on the landlord approved construction drawings. The general contractor shall secure these openings with a screening specified by the Facilities Director.

Standards may not be recessed into any fire-rated demising walls. A second layer of drywall must be used to conceal the standards.

The landlord will/has provide(d) laminated neutral piers at the storefront. The general contractor shall repair any damage to the landlord's neutral pier (or soffit) caused by demolition or construction.

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 used.

Rear Exit/Service Doors *A metal door with a "B" label, commercial grade, 3' x 6'-8" or 7'-0" door is required. Frame and hardware are to conform to similar fire rating. All doors shall be equipped with a door closer located on the tenant (interior) side of door. All exit doors shall have the appropriate fire exiting hardware. Verify code requirements with the governing agency.*

The general contractor will ensure that the rear door is painted per the center's specification. Coordinate labeling of the door with the Facilities Director. This work shall be performed before project completion. If not, the landlord will perform the work and the cost will be deducted from the general contractor's construction deposit.

Vestibules

The local code may require that the emergency exits be installed in a recessed vestibule. Specific code requirements such as 2-hour ceilings, sprinkler installation, time of installation, etc., may be required. The general contractor should verify code requirements with the governing agency. 4'0" x 4" x 4" metal corner guards and 2" x 10" wood bases are required at both returns into the vestibule. Vestibule walls shall be painted to match the adjacent corridor. If this work is not completed before the store opening, the Facilities Director will contract the work and the cost will be deducted from the general contractor's construction deposit.

Floor/Deck *All penetrations through any concrete floor slabs must be coordinated with the Facilities Director. 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.*

Any penetrations through the supported floor slab must have steel, watertight sleeves. The sleeve, penetration, and area surrounding this point shall be made waterproof. Verify with the Facilities Director the approved type of waterproofing material. All restaurant and toilet room floors are to be waterproofed with an elastomeric membrane. Waterproofing must extend a minimum of 4" up all wall surfaces. The landlord requires the Laticrete Hydro-ban, installation of anti-fracture fabric may be necessary in some applications (or landlord approved equivalent) be used for waterproofing. A 24 hour flood test will be required of the waterproof membrane. This is a requirement, No exceptions.

All floor sinks, floor drains and penetrations need to be plugged and made water tight for test. The floor and receptor area shall be filled with potable water to a depth of no less than 3" measured at the threshold. Where a threshold of at least 3" does not exist, a temporary threshold shall be constructed to retain the test water in the lined floor. The water shall be retained for a period not less than 24 hour and there shall be no evidence of leakage. If leakage occurs the area shall be repaired and retested until no evidence of leakage.

Note...Landlord approved contractor must be used for all waterproofing, or with

prior authorization, the general contractor may be allowed to install the waterproofing material; however, a flood test of the area will be required and must be inspected by the Facilities Director prior to draining of the water.

Floor drains are required in all toilet room and kitchen areas. The floor shall be sloped to the drain to ensure proper drainage. Some on-grade slabs contain conduit/ piping for telephone, electrical, plumbing, etc. Coordinate any cutting and drilling through slabs with the Facilities Director. A detection survey may be required.

Transitions between dissimilar floor materials shall be smooth and flush. The use of transition or reducer strips is not permitted.

Structural

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

Excessive deck/roof loading caused by transformers, safes, mezzanines, HVAC units, etc., require approval from the landlord's structural engineer. Structural beams, purlins, joist, etc., shall not be modified by the contractor unless specifically noted on the landlord approved construction drawings.

Storefront

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

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.

All grille key switches shall be concealed within the storefront design. A door, smooth and flush, covered with the adjacent surface material can be used. All hinges shall be fully concealed from view. Soss type hinges are acceptable. Piano hinges, door hinges, or other visible hinges are not permitted.

Caulk, silicone, sealants, etc., are not acceptable materials for finishing glazing butt joints. Glazing clips shall be used in lieu of silicone when required by local building officials. The general contractor shall ensure that a material sample is submitted to SP&D for approval.

Transitions between materials, angles, breaks, etc., shall be even and clean. The use of caulks, silicone, etc., to fill these transitions is not acceptable.

Any damage caused by demolition or construction to the landlord's neutral piers, soffits, or lease line tile shall be repaired to a "like new" condition. The general contractor shall coordinate any repairs with the Facilities Director. If these items are not addressed before project completion, repair cost will be deducted from the general contractor's construction deposit.

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.

Storefront Signs

The general contractor shall ensure that the sign contractor is aware of all comments on the landlord approved sign shop drawings. Landlord approval is required before sign fabrication. Failure to submit shop drawings may prohibit the storefront sign from being installed.

No sign will be installed until it is inspected by the Facilities Director.

Temporary signs will not be permitted for store openings.

**General Center
Requirements**

Deliveries

All delivery routes to the construction site will be designated by the Facilities Director. The general contractor shall ensure that all project subcontractors are aware of these routes. Coordinate delivery hours with the Facilities Director.

Loading docks shall be used for all deliveries. The general contractor shall verify door size openings from the dock to the construction site, to ensure that all types and sizes of materials can be delivered to the space. The Facilities Director will designate the appropriate loading dock for deliveries.

Loading docks shall be used only for loading and unloading construction materials. Any vehicles parked in the loading dock longer than 15 minutes may be towed at the general contractor's expense.

Deliveries to the tenant space shall be made through the service corridors to the rear door (where possible). When authorized by the Facilities Director, deliveries will be permitted through the center common area after 9 p.m. and before 9 a.m.

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. Escalators and passenger elevators are not designed to transport gang boxes, ladders, carts or other construction materials.

The general contractor shall ensure that subcontractors are aware that escalators and passenger elevators shall not be used for deliveries.

Customer entrances (glass doors) to the center shall not be used for material or tool deliveries. Special conditions may warrant use of these entries, but prior authorization from the Facilities Director is required before delivery.

The general contractor shall ensure that any dirt, litter, or the tracks left from deliveries shall be cleaned by the responsible contractor. If cleanup 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.

Security

Access to barricades, roof hatches, telephone rooms, electric closets, etc., shall be coordinated through center security. Authorization for entry will be given by the Facilities Director.

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.

The center hours of operation are 10 a.m. to 9 p.m. Access outside of normal hours shall be coordinated through security and authorized by the Facilities Director. Construction work is permitted 24 hours a day provided there are no disruptions to the center or adjacent tenant's mode of daily operation.

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 security personnel are complied with immediately; disputes can be addressed at a later time. Absolutely no alcohol, drugs, or weapons are permitted on center property.

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 or center restaurants. All contractors are required to wear appropriate construction clothing and protective equipment. It shall be understood that shirts, safety shoes, long pants, etc., will be worn at all times.

Parking

Contractor shall ensure that all subcontractors park in designated contractor parking areas. Those vehicles parked in other areas may be ticketed and/or towed at the general contractor's expense.

Inspections

Tenant's work shall be subject to inspection by center management and maintenance staff at any time during construction.

A pre-opening inspection, by a member of the center management staff, is required before the store opening.

Landlord's 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 and its representative reserve the right to stop construction. Upon resolution of the items questioned, work may resume.

Job Boxes

Job boxes will be allowed on property at a location designated by the Facilities Director. A fee of \$100 per week, or any portion thereof, will be charged for each job box left on Center property. Payment shall be made in the form of a check in the amount specified and made out to Sunvalley Shopping Center.

**Waste Disposal/
Trash**

General trash/construction debris can create personnel and fire hazards. The general contractor shall ensure that the construction site is policed and debris removed to provide a safe, sanitary construction site. Such debris shall be confined to the tenant's leased premises. Holding or storing trash in exit corridors, adjacent tenant spaces, loading docks or other areas will not be permitted. If trash is found in any of these areas, immediate removal will be requested by center personnel. If the general contractor fails to comply, center personnel will remove the trash. The cost for removal will be deducted from the general contractor's construction deposit.

The center trash compactors in the loading docks are not designed to accommodate construction trash and debris. Use of these compactors is not permitted during demolition or construction.

Because center personnel are not permitted to lend center cleaning equipment, we ask that contractors not jeopardize the employee's position by asking to borrow such items.

Contractor is required to obtain services for construction debris removal through Waste Management, 855-690-7785 - ext 4403 (first), 4414 (1st alternate), or 3953 (2nd alternate).

The general contractor shall coordinate the use of trash dumpsters with Waste Management, 855-690-7785- ext 4403 (first), 4414 (1st alternate), or 3953 (2nd alternate). Cost, location, time schedules, etc., shall be fully understood by the general contractor, who is responsible for policing and cleaning the dumpster area.

Debris boxes are not permitted at the curb adjacent to the center.

**Project
Completion**

**Stocking/
Merchandising**

Merchandise is not permitted in the space until the Certificate of Occupancy has been issued by the local government agency. If merchandise has arrived before the space is ready, the general contractor must obtain written permission from the agency to move the merchandise into the lease premises.

The landlord cannot be responsible for tenant's merchandise. Merchandise may not be stored outside the confines of the leased premises. Debris associated with merchandising must be discarded in the waste receptacle designated by center management.

When possible, a dumpster designated for cardboard or recyclable materials will be provided. All merchandise deliveries shall be scheduled with center management, who will also designate the loading dock and route from dock to space.

The center's normal hours of operation are 10 a.m.-9 p.m. Monday through Saturday and 11 a.m. to 6 p.m. on Sunday. If merchandising is performed outside these hours the store manager must notify center security.

**Store Opening
Inspection**

Before removal of the storefront barricade, a member of center management staff will inspect the leased premises. A copy of the completed building permit and a Certificate of Occupancy shall be presented to the management office before the inspection.

The store must be 100% complete, fully cleaned and ready for business before the barricade is removed. The general contractor should coordinate a walk-through with the Facilities Director before project completion for deficiency corrections. Barricade removal shall be scheduled with the Facilities Director 48 hours in advance. The general contractor's construction deposit will not be processed for return until an air balance report and documents verifying that the drains have been cleared by a certified plumbing contractor are received. Allow at least 30 days for processing and returning construction deposits.

Sunvalley Shopping Center

**Local Rules for
Contractors**

Sunvalley Management Office Hours: 9 a.m. - 5 p.m. Monday - Friday

Store hours

10 a.m. – 9 p.m. Mon – Sat.

11 a.m. - 7 p.m. Sunday

One Sunvalley Mall

Concord, CA 94520

(925) 825-0400 x2216 Fax: (925) 825-1392

Facilities Director: Nathan Fackrell (925) 349-1309

Superintendent: Scott Chavez (925) 765-9122

CORPORATE:

The Taubman Company

200 East Long Lake Road

Bloomfield Hills, MI 48304

(248) 258-6800 Fax: (248) 258-7615

The Sunvalley management staff does not intend to hinder you in your work, but we view Sunvalley as a retail environment, not a construction site. Therefore, we have established the following rules to ensure successful completion of your construction while maintaining our retail environment. These rules supplement the General Construction Rules and Regulations issued with this document.

- ***Re-positioning or removal of temporary barricades must be performed by mall staff or landlord's contractor. Barricade work will be done between 8 a.m. to 10 a.m., Monday through Friday. 24 hour notice must be given for requests for installing or removal.***
- ***Replacement of mall tile damaged by construction activity will be charged to the tenant. Please take precautions to protect tile at all times during the construction process.***
- ***Care should be taken to protect floors and walls of common areas and existing mall wiring, ducting, etc., from damage by any means.***
- ***No deliveries of materials, fixtures, etc., will be permitted through the mall during mall hours (see "Deliveries - General Construction Rules and Regulations").***

- **Materials that have M.S.D.S. assignments must be reported to mall management along with a copy of the M.S.D.S. All M.S.D.S.'s must be on-site at all times. Solvents, sealers and adhesives which emit odors into the mall are not allowed.**
- **Construction materials, debris, etc., may not be left in the rear hallways or stairwells. It is to be confined to the premises. Debris removal can be arranged with Waste Management. A management representative must designate the debris box placement area which will be not less than 20 parking spaces out from the inner mall road.**
- **The debris and dust trail from the space under construction to and around the debris box will be kept clean on a daily "as needed" routine. There will be a minimum charge of \$50.00 per hour per man for each incident that mall labor must be used to clean areas caused by construction debris or dust.**
- **The use of the mall trash compactors for construction materials, debris, etc., is not permitted. A charge of \$200.00 will be made for each incident.**
- **No material of any kind may be dumped in mall planter areas, parking lots or sewers.**
- **When the debris box is full, it must be evacuated from the parking lot by 10:00 a.m. each day.**
- **Contractor's vehicles are not to be parked in the loading zones, or along curbs except for purposes of delivery. Employee and contractor parking is a minimum of 20 spaces out from the building.**
- **Contractor's and "Open Soon" signs may not be displayed. Tenant store signs are to be reviewed by mall management before installation.**
- **No one is to go on the roof without prior approval from mall management. Mall security officers have keys and will provide access upon clearance.**
- **Access to the mall during non-mall hours should be arranged through the mall security office (925) 825-0400 ext. 2210.**
- **Access to electrical power panel rooms must have approval by mall management. No interior panel "hot" work will be permitted. All interior work will be done on disconnected panels during non-mall hours between 11 p.m. and 6:30 a.m.**
- **Use of equipment which makes excessive noise is not permitted during mall hours. This includes, but is not limited to, saw cutting, jack-hammers, engines, powder actuated tools, etc. If the mall receives a noise complaint, that noise generating activity will be immediately stopped and rescheduled to non-mall hours.**
- **All welding must have prior approval by mall management.**

- **The agreement between the landlord and the tenant states:**

"All contractors engaged by tenant shall be bonded, licensed contractors, possessing good labor relations, capable of performing quality workmanship and working in harmony with landlord's general contractor and other contractors on the job." Care should be taken in regards to all safety precautions according to California and Federal law.

- **Copies of the latest construction drawings, stamped and approved by the City of Concord and The Taubman Company must be on-site at all times.**
- **Before work is to begin, there will be a construction deposit in the amount of \$5,000.00, and Facilities Cleaning and Maintenance Fees in the amount of \$925.00 or \$1,200.00 will be made payable to: Sunvalley Shopping Center. This is for any damages to the common area or mall property (including repair and cleaning labor costs) as a result from your construction activities. Monthly Electrical Use Charge of \$250.00 per month. (See General Construction Rules and Regulations for deposit return procedures.)**
- **Architectural - This serves as a reminder for certain Standard Project Details (SPD's) that must be adhered to:**

Metal studs used for demised-wall framing, which are installed by the landlord, are capable of supporting gypsum-board partitions only. Adequate blocking, bracing, backing, and/or additional studs must be provided to support any store fixtures, shelves or store elements fastened to the walls. All framing, blocking and/or backing required for wall partitions, platforms and to support wall display systems must be accomplished by the use of metal studs. Metal studs used to support any horizontal platform or surface that may be used as a load-bearing surface must be accomplished by use of structural steel studs.

Roof Decks – Upper and Lower Level Construction: Ceiling systems or any construction must not be attached to the mall finished soffit, floor deck or roof deck as these components are not designed to support any additional load.

Ensure that all ceilings and construction are supported by building structure only.

- **Fire Sprinkler System - A drain-down fee of \$500.00 is required for each drain-down of the system. A check for this amount made payable to Sunvalley Shopping Center shall be delivered to the Facilities Director or his representative prior to the drain-down. Drain-downs shall not occur until the following conditions have been met.**
 1. **Drain-down fee has been received.**

- 2. Copy of sprinkler layout drawing with stamped approvals by the Contra Costa County Fire Protection District's Fire Marshall. Note approvals can take up to six weeks.**
- 3. Must have a minimum 24 hour notice prior to drain-down. Drain-downs are to be scheduled with the Management Office Monday through Friday between 8 a.m. and 3:30 p.m.**
- 4. Drain-downs will only be conducted during non-business hours.**
- 5. Only Landlord designated Fire Protection Contractors are allowed to work on the fire sprinkler system.**

Please Note:

The address for City Hall is 1950 Parkside Drive, Building & Neighborhood Services, Concord, CA 94519-2578. Building Department phone number is (925) 671-3454. To schedule an inspection, (925) 671-3109

It is the responsibility of the general contractor to enforce these rules and regulations by the Taubman Company.

**Tenant Insurance
Requirements**

The tenant, tenant's general contractor, and all contractors involved with the construction process are responsible for obtaining the following insurance amounts:

Worker's Compensation

As regulated by state law, an amount not less than \$2,000,000, and any additional amount as required by other applicable statutes.

Comprehensive General Liability

A blanket policy for an amount not less than \$2,000,000 (any one occurrence).

Comprehensive Automotive Liability

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

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

All insurance policies shall include the landlord, its managing agent, its architect and general contractor, partners and agents, and any other parties designated by landlord as additionally insured. If worker's compensation is state regulated, the policy shall contain an endorsement waiving all rights or subrogation against the landlord and all the parties listed above.

Additionally insured clause should read:

Sunvalley Shopping Center, LLC, The Taubman Company LLC. and Taubman Land Associates, LLC.

Certificate Holder should read:

**Sunvalley Shopping Center
One Sunvalley Mall, CA. 94520.
This coverage is considered primary insurance.**

Sunvalley Shopping Center

**Construction Deposit
Deductions**

The following is a general list of prices that will be used to determine Construction Deposit deductions. (Prices are subject to change at any time.)

Seal Penetration to Corridor Wall (Electric Service/Telephone Conduit)	\$ 75.00/Penetration
Seal Penetration to Electric Closet (Telephone Conduit)	\$ 75.00/Penetration
Repair Damaged floor Tile	\$ 40.00/Tile
Clean-Up by Center Personnel (Minimum 1 hour for each occurrence)	\$ 50.00/Hour
Install Base Board in Vestibule	\$100.00
Install Corner Guards in Vestibule	\$100.00
Electrical Shut down (quad)	\$250.00 / Shutdown
Sprinkler Shutdowns	\$500.00 / Shutdown
Roof Penetration/Repairs	\$ 80.00/sf
Trash Compaction of Construction Debris	\$200.00/Incident
Damage to Mall Utilities (Electrical, Phone, Computer, etc.)	\$ 50.00/Hour
Facilities Director Consultation Fee	\$ 75.00/Hour
Crane Lift	\$400.00 per lift
Helicopter Lift	\$600.00 per lift
Mall Floor Tile	\$ 20.00 per tile
Monthly Electrical Use	\$250.00 per month

Appendix B: Pre-Construction Information Form

This form is to be completed before the Pre-Construction meeting to be held with Landlord's Field Representative. Construction work may not commence until this form is completed in its entirety and approved by Landlord's Project Manager or designated representative.

1. GENERAL CONTRACTOR: _____

Superintendent: _____

Address: _____

Office Phone: _____

2. MECHANICAL CONTRACTOR: _____

Superintendent: _____

Address: _____

Office Phone: _____

3. ELECTRICAL CONTRACTOR: _____

Superintendent: _____

Address: _____

Office Phone: _____

4. PLUMBING CONTRACTOR: _____

Superintendent: _____

Address: _____

Office Phone: _____

Appendix B: Pre-Construction Information Form (cont.)

5. SPRINKLER CONTRACTOR: _____

Superintendent: _____

Address: _____

Office Phone: _____

6. Commencement Date for Construction: _____

7. Estimated Date for Completion: _____

8. Estimated Date for Fixturing: _____

9. Estimated Date for Opening: _____

10. Cost of Construction: _____

11. Evidence of Insurance as Set Forth In Exhibit "B" of Lease Agreement.

Signature **Company Name** **Contractor**

Contractor Name Printed **Company Address**

Date

Facilities Director **Date**

CONSTRUCTION PREREQUISITES

Insurance Certificate:

Additional insured is to Include:

The following to be additionally insured: Sunvalley Shopping Center LLC, The Taubman Company LLC, and Taubman Land Associates. Coverage is Primary and not Contributory with any other insurance carried by the additional insured.

Construction Deposit:

Submit a Five Thousand-Dollar (\$5,000.00) deposit check made payable to *Sunvalley Shopping Center*.

Non Refundable Charges:

Facilities Maintenance Fee: \$925.00 for up to 25 feet of frontage, \$1,200.00 from over 25 feet.

SUNVALLEY REQUIRED CONTRACTORS

Landlord's Designated Roofing Contractor:

Bigham Taylor Roofing Corp.
22721 Alice St.
Hayward, CA 94541-6401

Phone: (510) 886-0197

Landlord's Designated Waterproofing Contractor:

Revised 1/1/16

Rainbow Waterproofing
600 Treat Avenue
San Francisco, CA 94110

Phone: (415) 641-1578

Landlord's Designated Pest Control Contractor:

Western Exterminator
305 Arden Road
Hayward, CA 94545

Phone: (510) 600-5271

Landlord's Designated Plumbing Contractor:

~~Ocean Plumbing
5508 Round Tree Drive
Concord, CA 94521~~

~~Phone: (925) 597-3227~~

Landlord's Designated Fire Alarm Monitoring Contractor:

Fire Detection Unlimited
3975 Industrial Way
Concord, CA 94520

Phone: (925) 370-8041

Landlord's Fire Protection Underwriters:

Plans must be sent to FM Global for approval

Must use schedule 40 pipe or better. XL pipe is not permitted.

Plan review submittals for new construction, changes in fire protection, etc. should be submitted to:

**FM Global Plan Review
1333 North California Blvd. Suite 200
Walnut Creek, CA 94596**

OR:

ENGSanFranciscoPlanReview@fmglobal.com

Landlord's Designated Fire Protection Contractors

CR Fireline Inc.
108 Center Ave.
Martinez, CA

Phone: (925) 685-9008

Main Fire Protection
Jim Babb
P.O Box 2262
Antioch, CA 94509

Phone: (925)301-7970

Victory Fire Protection

Fire Protection Consultant

Revised 1/1/16

Address: 5083 Lone Tree Way, Antioch, CA 94531
Phone: (925) 350-0242

Shutdown Fee: \$500.00 per Shutdown

Landlord's Designated Electrical Contractor

Powersource Electric
311 Harbor St
Pittsburg, CA 94565

Phone: (925) 439-7713

TRASH DUMPSTERS

Waste Management
James Knauff
Regional Manager
jknauff@wm.com
415 Day Hill Road
Windsor, CT 06095
Tel 855-690-7785
Cell 678-592-2123

Water & Sewer

No action needed

Gas

Pacific Gas and Electric Company

Phone: (510) 437-2235

Landlord's Designated Telecommunications Contractor

Granite

Phone: (866) 847-5500

Mall Management and Tenant Coordination Office

Sunvalley Management Office
One Sunvalley Mall
Concord, CA 94520

Phone: (925) 825-0400
Fax: (925) 825-1392

Facilities Director

Phone: (925) 825-0400 ext. 2216

STORE PLANNING AND DESIGN..... PHONE: (248) 258-7316

Revised 1/1/16

Governing Agencies

BUILDING DEPT:

City of Concord
Building & Neighborhood Services

Permits Phone: (925) 671-3454
Inspections Phone: (925) 671-3109

FIRE DEPARTMENT:

Contra Costa Fire District Phone: (925) 930-5500

HEALTH DEPARTMENT:

Contra Costa County Health Department Phone: (925) 646-1600



VIOLATIONS / FINES

General Contractor: _____

Space #: _____

Received Date: _____

<input type="checkbox"/>	1. Smoking (only permitted outside 50 ft from entrance)	\$200
<input type="checkbox"/>	2. Working on unprotected mall property	\$200

Revised 1/1/16

	3.	Clogged drain lines	Cost to Repair
	4.	No Superintendent on job site	\$250
	5.	Parking in unauthorized area	\$200 (1 st violation) Towing (2 nd violation)
	6.	Trash in common area	\$100 per incident
	7.	Damage to mall (type: doors, tile, etc.)	\$___ plus cost of repair
	8.	Blocking loading dock	Tow plus \$500
	9.	Blocking back of house	\$200
	10.	Using non approved subcontractor	Loss of Deposit
	11.	Unauthorized roof or closet access	Loss of Deposit
	12.	Cut WSHP Cable	\$1,000
	13.	Tie In to WSHP without approval	Loss of Deposit
	14.	Unauthorized dumping or cleanout	\$500
	15.	Unauthorized storage	Loss of Deposit
	16.	Using delivery carts with steel wheels	\$500
	17.	Setting up a work on common mall property	\$1,000
	18.	No radios of any kind, boom-box or headphones	\$200
	19.	Verbal abuse to Sunvalley Center Personnel	Loss of Deposit & Construction shut down
	20.	Unauthorized slab coring	\$200 (1 st violation) \$500 (2 nd violation)
	22.	Eating in common area	\$250 (1 st violation) \$500 (2 nd violation) (removal from job site) (3 rd violation)
	23.	Violation of Noise Ordinance	\$1,000
	24.	Misc fine at Sunvalley discretion for: Doing hot work without a hot work permit	\$

Total Amount of Fines: _____
Taubman Representative: _____
Contractor Information: _____
