

*The Mall at*  
**SHORT  
HILLS**

**Tenant Construction  
Rules & Regulations**

**REVISION DATE: 4/16**

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# Tenant Construction RULES & REGULATIONS

## CONSTRUCTION PREREQUISITES

### Required Documents

The following documents shall be assembled by the tenant's general contractor before arranging a preconstruction meeting with the center management staff:

1. Obtain a building permit.
2. Submit required insurance certificates to the Landlord:
  - a. Tenant's certificate of Insurance (Sample form included)
  - b. General Contractor's certificate of insurance (Sample form included)

#### **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 indicated 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

#### **Workman Compensation:**

Submit required documentation as regulated by your state law, an amount not less \$2,000,000.00 and any additional amounts as required by other applicable statutes.

#### **Additionally Insured:**

Certificate Holder section should read: *Legal Entities as per Contract Address: Short Hills Associates L.L.C. and The Taubman Company LLC, The Mall at Short Hills, 1200 Morris Turnpike, Suite A-001, Short Hills, NJ 07078.*

3. Submit a three thousand-dollar (\$3000.00) deposit check (\$5,000.00 for restaurants) made payable to: **(See Addendum)**.  
**(Note: All checks must be certified. No personal checks.)**
4. Submit a \$100.00 Refundable Key and core deposit for access into barricade.
5. One complete set of Landlord approved construction drawings should be reviewed by the general contractor before the preconstruction meeting. A set of approved contractor drawings shall remain onsite at all times.
6. Submit a list of subcontractors used by the general contractor during the construction process to Center Management. In addition, the general contractor shall complete the remainder of the form and provide the appropriate dates and construction costs.

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 obtains a copy of the Construction Rules and Regulations and review them prior to the Pre-Construction meeting.**

## **PRECONSTRUCTION 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 as the Tenant's construction agent. Any concerns should be addressed at this time. All preventive measures outlined at this meeting can save time and 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 with Building Department Officials.
  - A. Specific requirements will be discussed during the Pre-Construction Meeting. The general contractor is responsible for ensuring that all sub-contractors 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 stamps 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 lease line inspection and acceptance forms with Center Management.
3. Landlord's "Construction Rules" signboard will be posted in space at all times.
4. Site-specific information (**See Addendum**).
5. **Contractor shall provide a full-time superintendent to be on the jobsite throughout all phases of the construction of the tenant's premise.**

### **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 Statutes, 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. This includes maintaining a harmonious work environment at the job site.
3. All rooftop equipment and support steel shall be approved by Landlord and painted in accordance with the Landlord's schedule.
4. Tenant installing rooftop equipment shall stencil such equipment with Tenant's name and space number using two-inch high, black vinyl letters.
5. All Tenant Contractors will enter through designated Service Areas.
6. Workers are not allowed to carry tools, construction materials or other equipment through the Center.
7. **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 (See Addendum)

### Premises Acceptance Walk-Through:

1. Utility Tie-in Locations
  - A. Smoke Detector (if applicable)
  - B. HVAC Connections (if applicable)
  - C. Sprinkler main and tie in location
  - D. Domestic Water
  - E. Sanitary Line
  - F. Kitchen Waste (if applicable)
  - G. Vent Line (if applicable)
  - H. Toilet Exhaust Vent (if applicable)
  - I. Telephone Service
  - J. Electric Service
  - K. Gas Line (if applicable)
2. Lease Line
3. Existing Conditions
  - A. Mall Soffit
  - B. Lease Line Tile
  - C. Neutral Piers
  - D. 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 subcontractors occupy.

## **CONSTRUCTION**

### **Barricades**

1. Tenants starting construction shall have use of a temporary barricade. The Tenant shall reimburse Landlord for use of such barricade as provided for in its lease. Contractor will be assessed a fee for any damages necessitating replacement or repairs.
2. Installation of Barricade Graphics (**See Addendum**).
3. The Landlord may move the barricade out three feet from the lease line for work on the storefront. The barricade must remain rigid, squared, and plumb throughout store construction.
4. **Contractor shall cover top of the barricade to the soffit with visqueen** (at least 1 mil weight) to ensure that no construction dust enters the common area. If it becomes necessary for Center Management personnel to clean the area in front of the store during construction because of construction debris or dirt, the Contractor will be charged the applicable billable rate for the time and material expended on the clean up.
5. **The exposed mall terrazzo shall be covered by plywood, carpet or masonite**, to prevent damage to it.
6. If there is no adjacent corridor or service door to be installed, the Landlord may install a door in the barricade. The door will be furnished by the Landlord and properly installed by the Landlord.

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 must be locked at the end of the contractor's day. **(No Padlocks)** An exception is made for the building inspectors who will be allowed to use the barricade door. Thus the barricade door should be left unlocked when an inspection is scheduled to take place. Construction workers must still use the back door for access and egress.
7. No type of signage is allowed on the barricade except that which is installed by the Landlord. Barricades with no Landlord supplied lettering on the barricade should place a landlord supplied index card sign next to the door whenever building department inspections are scheduled to take place so that the inspector can find the location easily.
8. The Landlord will be responsible for disassembly and removal of the barricade as directed by Center Management.
9. Upon completion of the job and following removal of the barricade, it is the Contractor's responsibility to paint the soffit above the Tenant's space. (See Material and Paint Specifications)
10. If it is desired to have personal security a key and core can be issued to the General contractor for a \$100.00 deposit. The contractor shall not alter the installed lock assembly in any way.

### **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.
3. Contractor must insure Barricade, Storefront and Return air openings are properly sealed off with visqueen to prevent construction dust from migrating into the common area of the mall and surrounding tenants.

### **Noise & Odors**

If the center personnel identify excessive noise or odors, the general contractor will cease such operations immediately.

### **Concrete**

**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.
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.

6. When pumping concrete to the site, provide wood blocking below the coupling 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 washout 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", W2.9 x W2.9 WWF. steel reinforcing and a visqueen vapor barrier (minimum 4 mil ) 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: A 2"- 3" 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 floor material is the same elevation as Landlord's tile floor. An agent shall be applied to any surface treated with concrete or cementitious product.
12. Supported floor slabs shall conform to the Landlord's project details and design loads of 75 pounds per square foot plus 20 pounds per square foot for partitions.

### **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 5/8" fire-rated gypsum board, fire taped and spackled from floor to ceiling. Finished demising walls shall be installed in such a manner that the resulting partition will be airtight to the ceiling, roof or structure above.
2. 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 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. The Landlord's structural engineer must approve structural drawings.
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.
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.
6. Standards may not be recessed into any fire-rated demising walls. A second layer of drywall must be used to conceal the standards.
7. The Landlord has provided 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.
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 service corridor to 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. (See Addendum)
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 is 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 approved 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 to be limited to, furnishing and installing a fusible disconnect switch at Landlord's distribution equipment and conduit and conductors of sufficient capacity for Tenant's requirements. Conductors will be one continuous run from the disconnect to 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 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 lengths not to exceed 8' for finish connections only.
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 used during construction (e.g. phone, power, service, etc.) shall be in conduit and removed before project completion.
4. All circuit panels must be balanced. The Landlord's Center Management and Electrical Contractor will verify balancing.

### **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. 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 Center Management 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.

2. All kitchens, serving areas and restrooms must have a waterproof membrane. Waterproof membrane shall be installed at Tenant's expense.
3. Floor drains are required in all toilet room and kitchen areas. The floor shall be sloped to the drain to ensure proper drainage.
4. 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.
5. All restroom floors are to be finished with ceramic tile. No VCT allowed.
6. Transitions between dissimilar floor materials shall be smooth and flush. The use of transition or reducer strips is not permitted.
7. 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.
8. Mall floor tile may be available for repairs to match existing mall floor at the storefront. Such tile shall be available with the approval of 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 cannot be attached to the center's finished soffit, floor or roof deck above, as these components are not designed 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 or 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. Center Management shall direct the general contractor on the routing, type of support, etc., for this piping.

1. Locations of gas manifolds (**See Addendum**). Food service only.

2. Exposed pipes in parking facility and service areas shall be painted.
3. Enclosure requirements should be verified with the local government agency. Vented shafts, chases, etc., may be required along the route.

### **Hazardous Materials**

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.

### **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, ductwork and any other portion of the HVAC system. Center Management may request that reused ducts be replaced if their integrity cannot 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. Plywood laid 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.
3. HVAC equipment that produces a discharge or requires a drain shall be tied into the buildings drainage system. Roof equipment cannot drain onto the roof as this eventually causes damage. Tie-in requirements shall be coordinated through Center Management.
4. All roof equipment (new or used) shall be painted. (See Addendum) 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-inch, black 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 cannot be achieved. This may also be true for longer distances as each location is field coordinated.
6. Provide clear access to all equipment in 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 in centers with VAV based HVAC supply systems**

1. An air-balance of the system must be performed by an independent temperature control contractor recommended by Center Management, with a certified air-balance report submitted to Center Management before the store opens. The general contractor's deposits will not be processed for return until this report is received.

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 VAV box is attached.
3. A rigid high velocity duct (minimum straight run 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.
4. The center's 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 10 p.m. and 7 a.m. Verify times with Center Management.

## **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. The Tenant Contractor is responsible for making penetrations through the concrete slabs. Penetrations must be made through watertight sleeves - 4" above finished floor - and are subject to the approval of the Landlord's Center Management. **(See Addendum)**
3. Work requiring access into lower level Tenant spaces shall be negotiated by the general contractor through Center Management with the appropriate store manager and/or owner. The general contractor at his expense shall correct any damage caused by this work.
4. 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.
5. The Tenant Plumbing Contractor shall furnish and install a domestic water meter in the Tenant restroom 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. Meter used shall be of piston type design, with a flow indicator.
6. All supply water lines, exposed or concealed, shall be insulated. Ensure that this insulation material is plenum rated.
7. 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.
8. Floor drains must be installed in all restroom floors. Clean-outs are required to be installed in the floor in an easily accessible location.
9. All core drilling must be done before 9:00 am. or after 9:30 pm., so as not to interfere with normal operation of the center. Using a jack-hammer for penetrations is not allowed.
10. 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.
11. When construction is completed, all sanitary lines shall be "routed out". Written notification, indicating date and time shall be provided to Center Management before 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, (**See Addendum**), to arrange for any penetrations required through the Landlord's roof. No other contractors are allowed to make roof 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.
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.
6. The general contractor shall remove all crating materials, unused equipment, trash, debris, etc., from the roof upon completion of work. 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 manhandle 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 Center Management.
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 (if applicable)**

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.

### **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 (**See Addendum**). Approval must be obtained before Tenant opening.  
**(NOTE: All plans must be approved before tenant's opening.)**
2. Many Tenants 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 the Tenant system. For information on sprinkler drain down fees and any special requirements (**See Addendum**).
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 a.m. and 9:00 a.m. Sprinkler systems must be charged and reported back in service no later than 9:30 a.m. Earlier drain downs can be arranged.
7. 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 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.
8. A minimum of two fire extinguishers must be located on the job site during construction.

### **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. All storefront gate key switches shall be concealed within the storefront design. A door, smooth and flush, covered with 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.
3. Caulk, silicone, sealants, etc., are not acceptable materials for finished 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 Landlord's Tenant Coordinator for approval.
4. Transitions between materials, angles, breaks, etc., shall be even and clean. The use of caulks, silicone, etc., to fill these transitions is not permitted.
5. Any damages caused by demolition or construction to the Landlord's neutral piers, soffits, or Mall tile 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 deposit.
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.
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, neutral piers and floor tile at his storefront after the barricade has been removed.

11. Overhead grilles that are wider than twelve (12) feet shall be motor operated.

### **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" x 12" 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.  
(Refer to Lease Agreement Exhibit "B")
2. The following conditions are applicable:
  - A. Duct shaft penetrations
  - B. Exterior wall penetrations
  - C. Extra ordinary loads (i.e. safes, vaults, transformers, water heaters, mezzanines, etc.).
  - D. Relocation of structural members.  
(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. The contractor shall, not modify structural beams, purlin, joist, etc., 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 in conduit.
2. At least 1" EMT conduit is required from Tenant space to Landlord's telephone room.
3. 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. Center Management will designate all delivery routes to the construction site. 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 vehicle 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 9:30 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 1/2" sheet of 4' x 8' plywood is required to cover the expansion joint.
6. 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.
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.**
8. The general contractor shall ensure that any dirt, litter, 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.

### **Inspections**

1. Tenants work shall be subject to inspection by Center Management and other Landlord designated representatives at anytime during construction.
2. 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 reserves the right to stop construction.
3. All Center Management required inspections require 48 hours notice. This includes Hydrostatic testing and Flood tests.

### **Security**

1. Access to barricades, roof hatches, telephone rooms, electric closets, etc., shall be coordinated through center security. Authorization for entry will be given by Center Management. The Contractor shall be required to give the Security Officer his name, company, and reason for entering the secure area.
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 10 a.m. to 9 p.m. 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 operation.

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**

### **Store / Merchandising**

1. The Landlord cannot 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 10 a.m. to 9 p.m. Monday through Saturday and Noon to 6 p.m. for Sunday. If merchandising is performed outside of these hours the store manager 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. The pre-opening construction completion checklist will be reviewed at this time to insure that all Landlord issues and deficiencies have been 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.