



EL PASEO VILLAGE

CONTRACTOR CHECK-IN PACKAGE

Taubman

STORE _____

ADDRESS _____

SUITE # _____

BUILDING # _____

DIRECTORY

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CONTACT INFORMATION

The Gardens on El Paseo

General Manager: Patrick Klein pklein@taubman.com

Facilities Manager: Gabe Bracamonte gbracamonte@taubman.com

Marketing & Property Specialist: Deja Kreutzberg dkreutzberg@taubman.com

73-545 El Paseo, Suite 2500

Palm Desert, CA 92260

Phone: (760) 862-1990

Fax: (760) 862-1884

Tenant Coordinator

Jennifer Grider

Senior Tenant Coordination

Taubman

200 East Long Lake Road, Suite 300

Bloomfield Hills, MI 48304-2324

T: 248-258-7396

jgrider@Taubman.com

El Paseo Village 24 Hour Security Contact

760-250-2047

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STREET & SUITE ADDRESSES

ADDRESS:	SUITE #
73-445 El Paseo	100
Palm Desert, CA 92260	101
	102
73-425 El Paseo	104
Palm Desert, CA 92260	108
	110
	112
	113
	114
	116
73-405 El Paseo	120
Palm Desert, CA 92260	

VENDOR CONTACT LIST

REQUIRED CONSTRUCTION CONTRACTORS

TYPE	NAME	TELEPHONE	CONTACT	E-MAIL
Mall Roofer	Al Miller and Sons Roofing	760-346-1214	Russ Miller	russ@almillerroofing.com
Smoke/Fire Alarm	Desert Alarm	800-726-1779	Manny Puga	manny@desertalarm.com
Sprinklers	Desert Fire Extinguisher Co.	760-322-0995	Ronnie Cherques	ronnie@desert-fire.com

PREFERRED CONSTRUCTION CONTRACTORS

TYPE	NAME	TELEPHONE	CONTACT
Awnings	Above All Awnings	760-340-3205	James Utterback
Demo Services	J.R. Lennen Construction, Inc.	760-328-1200	Jack Lennen
Demo Services	Premier Construction & Remodel	760-770-6922	Robert DeVille
Doors	Palm Desert Door & Hardware	760-770-7781	Dale Paul
Electrical	M. Alvarez Electric	760-343-0862	Manny Alvarez
Electrical	MG Construction & Electric, Inc.	760-770-5696	Miguel Gonzales
HVAC	Mendez Air Conditioning & Heating	760-343-5041	Enrique Mendez
Painting	D&D Painting	760-202-8100	Doug DeOliveria
Pavers	Farley Interlocking Pavingstones	760-773-3960	Charissa Farley
Plumbing	Roto Rooter	760-346-1736	Roger Miranda
Roll off dumpster	Burrtec	760-340-2113	Customer Service
Signs	Canyon Print & Signs	760-832-8433	Jack Rivers

TENANT START-UP CONTACT LIST

DESERT ALARM, INC

73-168 Highway 111, Suite 204, Palm Desert, CA 92260
Troy Clark: 800-726-1779

BURRTEC WASTE & RECYCLING

41-575 Eclectic Street, Palm Desert, CA 92260
760-340-2113 (fax: 760-340-2732)

CITY OF PALM DESERT

73-510 Fred Waring Drive, Palm Desert, CA 92260
760-346-0611 (fax: 760-341-4564)

COACHELLA VALLEY WATER DISTRICT

(Restaurants only)
PO Box 1058, Coachella, CA 92236
800-262-2651 or 760-398-2651

RIVERSIDE COUNTY FIRE DEPARTMENT

73-510 Fred Waring Drive, Palm Desert, CA 92260
760-346-1870

DESERT FIRE EXTINGUISHER CO., INC. (sprinkler system)

558 E. Industrial Place, Palm Springs, CA 92264
760-322-0995

SOUTHERN CALIFORNIA EDISON (Electric)

No physical address, must be done via telephone
* NEED address, building #, suite #
800-990-7788

TIME WARNER CABLE (CATV)

41-725 Cook Street, Palm Desert, CA 92260
760-340-2225

FRONTIER (Telephone)

800-921-8101

City of Palm Desert

73-510 Fred Waring Drive, Palm Desert, California 92260-2578

Telephone (760) 346-0611

Fax (760) 341-4564

CONTRACTOR SUBLIST

Dear Contractor:

The City of Palm Desert has a business License tax ordinance requiring all state licensed contractors and subcontractors working in Palm Desert to have a business tax certificate.

Section 5.20.020 and 5.78.010 (B) of the ordinance requires all primary contractors and owner/builders contracting with licensed contractor and subcontractors in constructing a project, to provide the City with a list of all their subcontractors and delivery companies, other than common carriers. Each company or person must obtain the required business license certificate before a final inspection of the project will be given.

YOU MUST SUBMIT THE LIST IN ADVANCE OF YOUR REQUEST FOR A FINAL INSPECTION. This will enable the City to ensure that all subcontractors and delivery companies have a business license tax certificate. The following information must be provided for each subcontractor or individual on the list: **NAME, ADDRESS, PHONE NUMBER, STATE CONTRACTORS NUMBER AND CITY BUSINESS LICENSE NUMBER.**

It is recommended that you require all of your subcontractors to show proof of the business license tax certificate before allowing any work to be started. This will prevent any delays of your request for a final inspection.

If you have any questions or concerns regarding this list, please contact the Business Support Center at (760) 346-0611.

Sincerely,

Martin Alvarez
Economic Development Director

FORWARD TO RULES AND REGULATIONS

The following rules and regulations contain the criteria and procedures to be strictly observed by Tenants, their contractors, and other representatives to insure the efficient construction of the Tenant spaces. Conformance to the criteria and procedures in this manual will expedite the construction of the Tenant stores. It is imperative that you and your contractors have a mutual understanding of the lease, its attached exhibits and the contents of this manual.

TENANT DRAWING SUBMISSION REQUIREMENTS

Approval of Tenant Plans

All Tenants are required to have their construction documents and signage shop drawings reviewed and approved by Taubman Company prior to the start of construction.

Preliminary and final approval made in good faith does not restrict Landlord from further comments on Construction Documents.

Tenant shall prepare all its plans and perform all work to comply with all governing statutes, ordinances, regulations, codes, and insurance rating boards; take out all necessary permits and obtain certificates of occupancy for the work performed by Tenant, all subject to Landlord's approval. **Landlord's approval of Tenant's Plans does not relieve the Tenant of its obligation to complete its work in accordance with this manual and the terms of the lease. Landlord's approval shall not constitute an implication, representation, or certification by Landlord that said working drawings or Tenant's work is in compliance with said statutes, codes, ordinances and other regulations.**

PERMIT APPLICATION AND REQUIREMENTS

Building Department

Specific questions regarding the applicable codes or items within the code and/or permits or permit fees should be directed to the proper authorities at Building and Safety, City of Palm Desert.

Permit Application

To obtain the required City of Palm Desert and Riverside County permits, the Tenant or Tenant's construction representative must submit stamped working drawings and specifications stamped and signed by Tenant's architect to the proper jurisdictional authorities. Coordinate drawing submission requirements with the City and County building departments.

Health Department

Prior to the issuance of a building permit, all restaurant (food) Tenants must submit complete sets of stamped working drawings and specifications to the proper jurisdictional authorities as needed for review and approval. Coordinate drawing submission requirements with the local Health Department.

Handicapped Requirements

Each Tenant shall verify with the Building Department the provisions for the handicapped and any ADA requirements as required by entities having jurisdictional authority.

CONSTRUCTION RULES AND PROCEDURES

Commencement of Construction

The Construction Rules and Regulations are for all contractors and subcontractors working at the Property. If these rules are not strictly adhered to, the job will be stopped. These Construction Rules and Regulations include, but are not limited to the following:

Tenant shall commence Tenant's work within ten (10) days after receiving Landlord's written approval of Tenant's working drawings, or thereafter if otherwise directed by Landlord, and in no event shall finish later than the rent commencement date (as defined in the lease). All contractors must provide a full-time superintendent to be at the building at all times during construction. Prior to the start of construction, the Tenant's contractor shall check-in with the Landlord's on-site representative and shall submit prior to the commencement of construction, the following information and items:

- a. For Landlord's approval, the names, addresses, representatives' names, and telephone numbers of the General Contractor and all subcontractors. **EXHIBIT A.**
- b. Contractor's construction schedule.
- c. Performance and labor and material bonds for Tenant's Contractor, if so required by Landlord, in form and issued by a company reasonably satisfactory to Landlord.
- d. Certificates of Insurance.
- e. All contractors must have a building permit prior to the commencement of any work. The original permit must be displayed at the site and copy submitted to the Landlord's On-Site Representative.
- f. Required construction security deposit - **\$5,000.00** payable to **The Gardens on El Paseo, LLC**. To be held by property management. Reference Construction deposit refund **EXHIBIT B.**

- g. **ADDENDUM TO EXHIBIT B (Construction Charges)** – signed copy by Contractor acknowledging Landlord's applicable construction fees to Contractor.
- h. Any and all other information required by Landlord's on-site representative.
- i. **Tenant must have a signed lease or a letter of indemnification signed by both the Landlord and the Tenant prior to Landlord's construction release.**

CERTIFICATES OF INSURANCE

Landlord and Tenant shall not permit Tenant's contractor to commence any work until all required insurance has been obtained and certificates evidencing such coverage have been delivered to Landlord's on-site representative. Tenant shall secure, pay for and maintain or cause Tenant's General Contractor to secure, pay for and maintain during the continuance of construction and fixturing work within the premises the following insurance, which shall provide in all policies that all endorsees shall be given thirty (30) days prior written notice of any alteration or termination of coverage, in the following amounts. All policies shall be written with insurers acceptable to the Landlord. **EXHIBIT C.**

- a. Tenant agrees to indemnify, defend, and hold harmless Landlord and its trustees, beneficiaries, partners, officers, agents and employees from and against all claims, liabilities, losses, damages, and expenses of whatever nature including those to the person and property of Tenant, its employees, agents, invitees, licensees, and others arising out of or in conjunction with the performance of Tenant's Work except to the extent same may arise out of Landlord's or its trustees', beneficiaries', partners', officers', agents' or employees' negligence, it being understood and agreed that the foregoing indemnity shall be in addition to the insurance requirements set forth above and shall not be in discharge of or in the substitution for same.
- b. Coordinate any additions or changes to the above insurance requirements with local mall management.

GENERAL REQUIREMENTS

- a. All work must be coordinated with Landlord's On-Site Representative.
- b. Landlord shall have the right to perform on behalf of and for the account of Tenant, subject to reimbursement by Tenant or have the Tenant's General Contractor contract with Landlord's approved contractor at Tenant's expense. Such work shall include but not be limited to work which Landlord deems necessary to be done on an emergency basis and to work which pertains to structural components, roofing, utility systems, fire and life safety and the erection of temporary enclosure barricades for the premises.
- c. Landlord has the right to enter the premises at any time. A Landlord punch list will be issued at completion of the project. Items on the punch list must be completed and be acceptable to Landlord's On-Site Representative. Should any items, at the sole discretion of the Landlord, have major aesthetic implications, the Tenant will not be allowed to open until these items have been corrected and signed off by the Landlord.
- d. All work performed by Tenant shall be performed so as to cause the least possible interference with other Tenants and the operation of the building. Landlord shall have the right to impose reasonable requirements with respect to the timing and performance of Tenant's work in order to minimize such interference. Landlord shall have the right to order Tenant or any contractor or subcontractor who willfully violates Landlord's construction rules and regulations to cease work and to remove its equipment and employees from the building.
- e. Tenant's contractor shall maintain a complete accessible set of working drawings bearing Landlord's approval stamp at the premises during construction at all times.
- f. Storage of tools or materials outside of the Tenant's space is prohibited. All tools and materials are to be confined to the Tenant's space. The Landlord is to be held harmless and takes no responsibility for lost or stolen articles.
- g. Landlord reserves the right to make any on-site corrections, clarifications, and/or changes to the approved plans.
- h. Construction hours are from 7:00 am – 5:30 pm Monday through Saturday, or as approved by Landlord's local management. Deliveries and storefront work must be done before 10:00 am or after mall hours of 9 pm, Monday through Saturday, and before 11:00 am and after 6:00 pm on Sunday. Noisy construction such as tile cutting, saw cutting, etc. must be done before or after mall hours as noted.

DELIVERIES AND ACCESS

All deliveries of materials are to be made in the parking lot behind the center, and vehicles shall be removed immediately.

TRASH REMOVAL

Removal of all construction debris is the responsibility of the contractor, subcontractor and supplier. Accumulation of Tenant's trash and debris within the premises or in the common areas which is not removed by the Tenant may be removed by the Landlord at Tenant's expense. The Tenant contractor will be charged per each occurrence. Contractor must coordinate with onsite representative for location of dumpster/roll-off.

PARKING

Contractor parking is limited to the back area on the upper level of the parking structure at The Gardens on El Paseo, or in the back row of El Paseo Village. On site supervisor will advise contractors on where to park based on the time of year.

UNLOADING

Vehicles delivering materials or merchandise must be promptly unloaded and immediately removed from the area. Unattended vehicles may be towed at owner's expense.

TEMPORARY UTILITIES

The Tenant's G.C. is required to take out electrical service in their name prior to the start of construction for temporary utility use. If electrical and water service utilities are not available in the Tenant space at the time of construction, the Tenant will be charged a non-refundable monthly rate per square foot of the premises for temporary electrical and water service utilities used during Tenant's construction in accordance with the Lease. To obtain access to the electric room or the roof hatch, you will need to contact Landlord's representative.

WORK PRACTICES

Tenant agrees that it will not, either directly or indirectly, employ or permit the employment of any contractor, mechanic or laborer, if the use of such would, in the Landlord's opinion, create a difficulty, strike, or jurisdictional dispute with other contractors, mechanics or laborers engaged by others, or would in any way disturb the construction, security or operation of the shopping center or any part thereof. In the event of any conflict, Tenant, upon demand by Landlord, shall cause all contractors, mechanics or laborers, or all materials causing such interference, difficulty or conflicts, to leave or be removed from the shopping center. **Any costs associated with same shall be at Tenant's expense.**

USE OF COMMON AREA

At no time shall the common areas be used by the Tenant's contractor or its employees for any work, whatsoever, or for lounging, eating or rest breaks. All access through the common area must have protection supplied by the tenant's contractor as directed by the landlord.

PROTECTION OF WORK AND PROPERTY

If required, contractor must install a 12' barricade with lid (in applicable areas) and approved by the City of Palm Desert Building and Safety Department. The barricade cannot project more than 3' from the neutral piers. The barricade must be painted Frazee, color 8242W and beige tone vinyl base must be installed on this barricade. Any deviation from this specification must be approved by the landlord's representative. One door swinging inward is permitted in this barricade only if tenant's premise does not have a rear service door.

Prior to constructing the barricade, plywood/Masonite with plastic must be installed over Landlord's brick pavers in the projected area. The barricade walls must be built on this plywood. (If any damage occurs to the Landlord's pavers, the contractor will be charged for repairing or replacement). The barricade cannot be removed without first obtaining Landlord's approval.

Prior to and upon completion, contractor and Landlord's On-Site Representative shall walk common areas. Any damage to pavers or common areas will be repaired at the contractor's expense.

Tenant's contractor shall protect their work from damage and shall protect the work of other Tenants and Landlord common area from damage by Tenant, Tenant's contractor, and their employees and subcontractors.

STRICTLY PROHIBITED WORK AND PRACTICE

- a. Combustible materials above finished ceilings or in any other concealed, non-sprinklered space are prohibited. For any potential work that could cause a fire hazard (cutting, welding, etc.) G.C. must obtain a FIRE PERMIT from the Facilities Superintendent prior to commencement of work.
- b. Imposing any excessive structural load, temporary or permanent, on any part of the Landlord's work or structure without the advance written approval of Landlord is prohibited.
- c. Cutting any openings in Landlord's floor slabs, walls, or roof is prohibited unless written approval is provided in advance by the Landlord.
- d. Installation or display of any construction sign is prohibited on any part of the building or on the leased premises.

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- e. No Smoking on the job site.
- f. Any noisy construction activities must be performed after hours or as approved on an individual basis by the Landlord.
- g. Contractor to conform to Landlord's Hot Work Permit Program.

OSHA

Tenant and Tenant's contractor shall be solely responsible for conforming to all applicable requirements of OSHA.

PERMANENT UTILITIES AND BUSINESS LICENSES

Tenant shall make timely application and pay for all fees to the water, power and telephone utilities to secure permanent service and to the appropriate governmental authorities for all required business permits and licenses.

GUARANTEES

Tenant shall require any person performing any such work to guarantee the same to be free from any and all defects in workmanship and materials for one (1) year from the date of completion. Tenant shall also require any such person to be responsible for the replacement or repair, without additional charge, of any and all work done or furnished by such person, which shall become defective within one (1) year after substantial completion of the work. All warranties or guarantees as to materials or workmanship with respect to Tenant's work shall be contained in the contract or subcontract and so written that such guarantees and warranties shall insure to the benefit of both Landlord and Tenant, as their respective interests appear, and so such guarantees and warranties can be directly enforced by either. Tenant covenants to give Landlord any assignment or other assurances necessary to affect the same.

CERTIFICATE OF OCCUPANCY

Tenant shall be responsible to obtain a Certificate of Occupancy promptly following the completion of Tenant's work, and shall promptly forward a copy to the Landlord's on-site representative.

LANDLORD IMPROVEMENTS

Tenant acknowledges that Landlord shall have the right to charge Tenant for certain improvements, additions and other work performed or caused to be performed to the leased premises by the Landlord, as notated in the Lease.

LIENS

Tenant agrees to deliver to Landlord the **original, notarized documentation** for a complete release from all liens from all general contractors, subcontractors and material suppliers arising out of Tenant's construction work.

AS-BUILT DRAWINGS

Within 30 days of Tenant's store opening, Tenant shall provide Landlord with one (1) set of reproducible as-built drawings and specifications indicating all changes made from the original drawings during construction.

LANDLORD APPROVED CONTRACTORS AND OTHER REQUIREMENTS

REFER TO PAGE 5 FOR LIST OF REQUIRED CONSTRUCTION CONTRACTORS

- a. Any and all roof penetrations must be performed by Landlord's roofing contractor and contracted by Tenant's G.C. at Tenant's expense. Tenant's contractor must obtain approval for location of all roof top equipment. Upon receipt of approval, any work involving venting, opening, sealing, waterproofing, or any altering of the roof shall be performed by Landlord's roofing contractor. Tenant contractor shall schedule and contract this work directly with the Landlord's roofer. In no event shall anyone other than the Landlord's designated contractor perform this work. Tenant's contractor must notify Landlord's representative 48 hours prior to setting any roof top equipment. Tenant's contractor shall review location crane with Landlord's representative. Tenant is responsible for any special permitting required by the city.
- b. Tenant's General Contractor must contract directly with Landlord's **required** sprinkler contractor for any sprinkler modification work at Tenant's expense.
- c. Any final tie-in to Landlord's smoke/fire alarm panels must be done by Landlord's **required** contractor at Tenant's expense. Tenant contractor must insure that the fire alarm system is approved and installed in accordance with municipality fire code requirements.

AS-IS CONDITIONS

Certain leases state that the Tenant takes the space in an "as-is condition". By doing so, any upgrades, whatsoever, that must be performed to the space to accommodate the Tenant will be done by the Tenant at the Tenant's expense. Some Tenant work will be required to be completed by the Landlord's approved contractors contracted directly by the Tenant's General Contractor.

LANDLORD'S LETTER OF ACCEPTANCE

Upon completion of Tenant's construction and fixturing work within the premises, Landlord's designated representative shall inspect the premises and, if the premises are acceptable, a Letter of Acceptance shall be issued by said representative for the premises. The issuing of said Letter of Acceptance shall be contingent upon the following: Tenant shall have satisfactorily completed Tenant's work in accordance with

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the working drawings as approved by Landlord including completion of all Landlord punch list items. Unless Landlord expressly agrees in writing otherwise, Tenant shall not open the premises for business until Landlord issues the Letter of Acceptance.

CONTRACTOR ACKNOWLEDGEMENT

Terms & Conditions of Contractor Check-In Package. **EXHIBIT D.**

EXHIBIT A

STORE NAME	_____
START DATE	_____
GENERAL CONTRACTOR COMPANY	_____
ADDRESS	_____
PHONE	_____
EMERGENCY NO.	_____
SUPERINTENDENT	_____
CELL PHONE NUMBER	_____

EXHIBIT B

CONSTRUCTION DEPOSIT REFUND

The following items must be complete or submitted prior to contractor's deposit refund:

1. Copy of Final Certificate of Occupancy
2. All work completed and approved by mall management
3. Contractor's affidavit
4. Contractor's final / unconditional / original waiver of lien (attached)
5. Subcontractor final / unconditional / original waiver of lien
6. Chargebacks paid for:
 - a. Landlord flooring material
 - b. Sprinkler shut downs
 - c. Construction damages if applicable
 - d. Cleaning fees if applicable
 - e. Storefront barricade and graphics
 - f. Temporary utilities
 - g. Security Personnel

ADDENDUM TO EXHIBIT B (Construction Charges)

Facility Fee Schedule <i>without applicable tax (1)</i>					
<i>Fee Schedule Established - 12.31.13</i>					
	Sprinkler Shutdown Fee	Facility Fee	Facility Fee	Crane Lift (2)	Helicopter
Year	per shutdown	store front up to 25ft	store front over 25ft	minimum fee	minimum fee
2022	\$ 625	\$ 1,200	\$ 1,600	\$ 525	\$ 725

- **STORAGE POD PLACEMENT: \$500 / month**
- **SECURITY GUARD: \$50 / hour per each security guard**
- **NOISE DISTURBANCES DURING CENTER HOURS: \$100 per occurrence**
- **CLEANING / JANITORIAL SERVICES: \$100 per occurrence**

Acknowledged & Agreed Upon by:

Contractor Name (Print)

Signed

Date

EXHIBIT C

TENANT CONTRACTOR CERTIFICATE ON INSURANCE REQUIREMENTS THE GARDENS ON EL PASEO EL PASEO VILLAGE

73-545 El Paseo, Suite 2500, Palm Desert, CA 92260
T: 760-862-1990 F: 760-862-1884
For assistance contact Patrick Klein
e-mail pklein@taubman.com

GENERAL LIABILITY

Commercial general liability insurance including bodily injury, property damage, personal injury or death, contractual liability in a combined single limit in the amount of not less than \$2,000,000 for each occurrence and in the aggregate

NOTE: A combined total of \$1,000,000 general liability and not less than \$1,000,000 Umbrella/Excess will suffice as \$2,000,000 occurrence and in the aggregate.

AUTOMOBILE LIABILITY

Commercial automobile liability insurance for bodily injury and property damage including owned, non-owned and hired vehicles in a combined single limit amount of not less than \$1,000,000 for each person per occurrence.

UMBRELLA/EXCESS

An Umbrella/Excess policy must be procured as a way to increase the limits of General Liability and Workers Compensation and Employers' Liability if the minimum requirements as stated in each category are not met.

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

Workers compensation insurance with a limit of not less than \$2,000,000.

In accordance with the laws of the State of California and any other state in which the services are being performed and Employer's Liability Insurance with limits of not less than
\$1,000,000 E.I. EACH ACCIDENT
\$1,000,000 E.I. DISEASE-EA EMPLOYEE
\$1,000,000 E.I. DISEASE-POLICY LIMIT

Additionally, the box indicating "WC Statutory Limits" needs to be checked.

NOTE: A combined total of above required minimums in the State of California, and not less than \$1,000,000 Umbrella/Excess will suffice as \$2,000,000 occurrence and in the aggregate.

ADDITIONAL INSURED LANGUAGE

The Gardens on El Paseo LLC, El Paseo Village LLC, and The Taubman Company LLC are designated as additional insureds.

CERTIFICATE HOLDER/MAILING ADDRESS

The Gardens on El Paseo/El Paseo Village
Attn: Patrick Klein, Management Office
73-545 El Paseo, Suite 2500
Palm Desert, CA 92260

EXHIBIT D

**CONTRACTOR ACKNOWLEDGEMENT & AGREEMENT TO
LANDLORD'S CONTRACTOR CHECK-IN PACKAGE**

Acknowledged & Agreed Upon by:

Contractor Name (Print)

Signed

Date