



CITY CREEK

C E N T E R

**TENANT
CONSTRUCTION
RULES
&
REGULATIONS**

REQUIRED CONTRACTORS

VIOLATIONS/FINES

CONSTRUCTION RULES AND REGULATIONS

| | |
|---|-------------------------------------|
| CONSTRUCTION PREREQUISITES | |
| INTRODUCTION..... | 3 |
| INSURANCE | 3 |
| PREMISES ACCEPTANCE WALK-THROUGH | 4 |
| GENERAL INFORMATION | |
| AMERICAN WITH DISABILITIES ACT | 4 |
| PERMITS | 5 |
| RULES | 5 |
| SAFETY & PERSONAL DEMEANOR | 5 |
| PROHIBITED WORK AND PRACTICES..... | 6 |
| PROJECT REQUIREMENTS | |
| AREAS ABOVE CEILINGS..... | 6 |
| ATTACHMENT TO STRUCTURE | 6 |
| BARRICADES..... | 6 |
| CEILINGS | 7 |
| CONCRETE CORE DRILLING OF SUPERSLAB | 7 |
| CONCRETE PLACEMENT | 7 |
| CONTRACTOR PARKING | 8 |
| COORDINATION | 8 |
| DELIVERIES | 8 |
| DEMISING WALLS | 8 |
| DEMOLITION (if applicable) | 8 |
| DETAILS | 8 |
| EXIT SIGNAGE AND EMERGENCY LIGHTING..... | 8 |
| EXPANSION JOINTS | 8 |
| FIRE PROOFING..... | 9 |
| FLOOR FINISHES | 9 |
| GANGBOXES AND DOLLIES | 9 |
| LABOR DISPUTES | 9 |
| LANDLORD, TENANT COORDINATION INSPECTIONS | 9 |
| MODIFICATIONS TO THE BASE BUILDING | 9 |
| NOISE & ODORS | 10 |
| QUALITY STANDARDS | 10 |
| ROOF PENETRATIONS..... | 10 |
| SECURITY | 10 |
| STORAGE OF MATERIALS | 11 |
| STOREFRONT ADDRESS..... | 11 |
| STOREFRONT CONSTRUCTION | 11 |
| TENANT SIGNAGE | 11 |
| WASTE REMOVAL / TRASH | 11 |
| WELDING | Error! Bookmark not defined. |
| UTILITY & SERVICE INFORMATION | |
| INTERRUPTION OF UTILITIES AND SERVICES: | 12 |
| ELECTRICAL SYSTEM..... | 12 |
| FIRE PROTECTION SYSTEM | 12 |
| NOTE: Contractor must use schedule 40 pipe. Thin wall pipe is not permitted. | 12 |
| FIRE SPRINKLER SYSTEM..... | 13 |
| SMOKE DETECTORS (if applicable) | 13 |
| GAS (if provided)..... | 13 |
| HEATING, VENTILATION & AIR CONDITIONING (HVAC)..... | 13 |
| PLUMBING | 14 |
| FLOOR / DECK INFORMATION | 14 |
| COMPLETION OF CONSTRUCTION | |
| STORE OPENING INSPECTION..... | 15 |

CONSTRUCTION RULES AND REGULATIONS

CONSTRUCTION PREREQUISITES

It is requested that the general contractor obtain a copy of the Construction Rules and Regulations and the Tenant Construction Handbook, and thoroughly review them prior to the Pre-Construction meeting.

INTRODUCTION

The following is a description of procedures for Tenant Construction. This guide addresses items frequently encountered during most Tenant store build-outs. Please read this information thoroughly to be familiar with all of the requirements that will affect your work. Contractors must be aware and familiar with any changes, addendum, etc. which may occur that are not covered in this manual. **If you should encounter any problems or have any questions not covered within this manual, contact the on-site Landlord representative immediately.**

BEFORE COMMENCING WORK, TENANT'S GENERAL CONTRACTOR MUST:

1. Schedule the pre-construction meeting and report to the Landlord's on-site representative with a copy of the City permitted plans and the building permit. Contractor will print off and provide at the pre-construction meeting, two full size copies of the approved Landlord plans. The Landlord approved drawings and permitted plans must be kept on-site at all times during construction. Any changes to the approved construction documents and/or tenant improvements require prior written approval from Landlord. Changes include any revised construction documents subsequent to the Landlord approved documents.
2. Submit a detailed list of subcontractors who will be on site.
3. Submit a copy of the Contractor's License per the provided Sample Certificate of Insurance.
4. Provide on-site representative with a Certificate of Insurance. Certificate of insurance must be on file prior to starting construction. **See section on Insurance, and sample certificate attached.*
5. Submit a Construction Schedule. Schedule must be presented during Pre-Construction meeting. Submit current updated schedules as may be necessary during the course of the construction.
6. Coordinate with the Landlord's on-site representative regarding means of access.
7. Checks to Submit, all made payable to **City Creek Center Associates LLC**
 - a. Construction Deposit – Submit a five thousand-dollar (\$5,000.00) deposit check for Retail / Food Court Tenants and an eight thousand-dollar (\$8,000.00) deposit check for Restaurant Tenants.
 - i. This sum shall be applied to any costs incurred by Landlord in fulfilling Tenant contractor responsibilities, which Tenant contractor fails to complete.
 - ii. Should Construction Deposit be depleted due to violations, fine and/or costs incurred by Landlord, contractor will furnish a duplicate Construction Deposit within five (5) business days.
 - iii. All remaining funds will be fully refundable, with no interest, to the Tenant contractor upon completion of all punch list items, close-out documentation and final acceptance of the store by the Landlord.
 - b. Facilities Fee – Submit a nonrefundable one thousand four hundred-dollar (\$1,700.00) check.
 - c. Sprinkler Shutdown Fee – Submit a nonrefundable one thousand one hundred-dollar (\$1,300) check for two shutdowns. If additional shutdowns are necessary due to any leaks, then an additional check for five hundred and fifty dollars (\$650.00) is required for each additional shut-down.
8. Submit a W9 for us to use when we return the balance of the construction deposit.
9. Report any discrepancies in dimensions, lack of utilities, etc. immediately to on-site representative.
10. Post the original permit in the Tenant Space where notices, contact information, regulations, et al are required to be displayed. (LL "Cover Sheet")
11. Post upon possession of tenant space, a sign at the rear service door (where applicable) to remain for the duration of the project. The sign should include space number, and tenant name only. This signage must be in place to ensure that supplies and materials are delivered to the appropriate location.

Copies of all Forms are located in the Tenant Construction Handbook, and available at the Landlord's Tenant Coordination Office.

INSURANCE

An original certificate of the required insurance shall be furnished to Landlord before the start of the Tenant construction work. Insurance coverage shall meet the requirements as defined in the Tenant's Lease. Insurance carriers shall have an AM Best's rating of A-VII or better, and shall be registered or authorized to do business in the state in which the Shopping Center is located.

CONSTRUCTION RULES AND REGULATIONS

Submit required insurance to the Landlord to include the following:

Comprehensive General Liability: a blanket policy for the amount not less than \$2,000,000.00 for any one occurrence

Comprehensive Automotive Liability: include ownership, maintenance and operation of any automotive equipment in the amounts 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

Please include the following as additionally insured:

(Note that all names must appear on the Certificate of Insurance)

City Creek Center Associates LLC

The Taubman Company LLC

City Creek Reserve, Inc

Please refer to the Sample Certificate of Insurance provided for required language.

WORKERS COMPENSATION INSURANCE

An original certificate of the required insurance shall be furnished to Landlord before the start of the Tenant construction work. Workers Compensation Insurance must cover up to \$2,000,000.00.

PREMISES ACCEPTANCE WALK-THROUGH

1. Utility Tie-in Locations
 - a) Sanitary sewer stub and greasy kitchen waste stub (if applicable).
 - b) Greasy kitchen exhaust duct stub (limited locations as needed).
 - c) Plumbing vent stub.
 - d) Domestic cold-water stub.
 - e) Fire protection sprinkler system main.
 - f) Central gas utility company metering manifolds where applicable.
 - g) Central electric utility company distribution centers (277/480 Volt, 3 phase, 4 wire)
 - h) Central telephone company distribution boards.
 - i) Outside Air Duct stub.
 - j) Condenser water supply and return stubs. See cable lockout information.
 - i) Tie in scheduling is required.
 - k) Central Grease Interceptor Facility (as needed, parking structure)
 - l) Lease Line
2. Existing Conditions
 - a) Mall Soffit, Trellis, Fixed Canopies, Speakers, Exit Signs, Cameras, Flashing, etc.
 - b) Lease Line Flooring and Adjacent Finishes
 - c) Neutral Piers (Reveals). Provided by Tenant Coordination.
 - d) Service Corridors.
3. Designated Loading Areas and Routing of Material Deliveries, including offsite parking and staging locations as directed by Center Operations.
4. Project specific meters and devices, by Tenant.
 - a) Water Meter: Provided by Landlord, cost reimbursed by Tenant Contractor or Tenant.
5. Metal Corner Guards. (Contractor to provide and install)
6. Premises Acceptance Form – see Tenant Construction Handbook.

GENERAL INFORMATION

AMERICAN WITH DISABILITIES ACT

Tenant's Contractor shall comply with the latest edition of the Americans with Disabilities Act ("ADA"), any amendment to the ADA, as well as all applicable local laws, regulations, and ordinances. Compliance will include, but not be limited to, the design, construction, and alteration of the Leased Premises as well as access to, employment of and service to individuals covered by the ADA.

CITY INSPECTIONS

Coordinate all required inspections via the City of Salt Lake Building Department.

CONSTRUCTION RULES AND REGULATIONS

PERMITS

The Tenant is responsible for securing all required approvals from the Landlord and all applicable local permitting agencies prior to commencing construction at the center. The Tenant must submit a copy of the Building Permit to the Center Operations Management Office prior to beginning construction. Food service tenants must obtain a City Health Department Permit prior to starting construction.

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 Tenant Coordination and the Center Operations Management Office.
3. All Tenant Contractors will enter through designated access locations / gates.
4. **LANDLORD'S RIGHT TO STOP CONSTRUCTION**
 - a. Landlord's representative may stop work and / or require the Tenant Contractor to make immediate corrections if they have observed any work or procedures that threaten life, safety, for aesthetic reasons or if Contractor or Subcontractors violate any requirement or regulation contained in this manual.
 - b. The Contractor shall immediately resolve the infraction.
5. **PROTECTION OF PROPERTY.** Tenant's Contractor will be responsible for maintaining common area finishes and existing protection against damage at the Tenant's lease line.
 - a. If the Contractor fails to repair any damaged or unsatisfactory work after receiving written notification from the on-site representative within a reasonable amount of time, the Landlord will cause the damaged or unsatisfactory work remedied.
 - b. The cost for this repair will be deducted from the Tenant Contractor's construction deposit. In the event that the deposit does not adequately cover the damage or unsatisfactory work, any shortfall will be invoiced directly to the Tenant or deducted from their Tenant Allowance.

SAFETY & PERSONAL DEMEANOR

1. Construction workers, Tenants, and tenant contractors are expected to act in accordance with any and all regulations established by Tenant Coordination and the Center Operations Management Office. Conduct of all contractors involved with tenant construction is the responsibility of the general contractor. Rude, disrespectful, insulting actions or loud behavior toward customers, tenants, fellow workers or Landlord's representatives will not be tolerated. The general contractor shall ensure that all requests by Landlord's representatives shall be complied with immediately.
2. **The General Contractor superintendent MUST be onsite anytime work is being performed inside the space. NO EXCEPTIONS.**
3. **If the General Contractor needs to replace superintendent, a second pre-con meeting walkthrough with new superintendent will be required and the fee will be \$400.00.**
4. Tenant Contractors in violation of any rules will be subject to forfeit all or a portion of the construction deposit and a complete construction shutdown.
5. **This is a smoke & tobacco free site. NO smoking in tenant spaces, common areas or within 50 feet of any entrances. Fees will be enforced upon first violation.**
6. **Absolutely no alcohol, drugs or weapons of any type is permitted on center property at any time.** This includes Tenant's premises, eating areas, or vehicles on or at off-site parking lots).
7. **No radios, iPods, Boom boxes, earphones or ear buds of any type is permitted on center property at any time. NO EXCEPTIONS.**
8. **No loud work is allowed between the hours of 10PM and 7AM that would disturb local residents per SLC noise ordinance** or between the hours of 10AM and 9PM that would disturb neighboring tenants.
9. **No pallet jacks are allowed in the center, fees will be assessed on first offense.**
10. All work shall be performed within the confines of the Tenant's barricaded space. **Absolutely no work will take place in the common area of the center.**
11. Tenant shall comply with all applicable safety regulations. Tenant's contractor shall take all necessary precautions to safeguard all workmen and the public from accident, and to preserve all private and public property. Landlord reserves the right to stop all work until such conditions or practices are resolved.
12. Routine inspections will be performed by Landlord's representative with regards to accurate performance of contractor's work, general safety requirements, and to ensure adherence to the Construction Rules and Regulations.
13. Miscellaneous safety rules:

CONSTRUCTION RULES AND REGULATIONS

- a. Fire Extinguisher; the number of extinguishers provided by Tenant shall be as required by applicable code. The extinguisher type shall be Class 2A-10B: C dry chemical. **During construction, Tenant Contractor must provide all fire extinguishers in Tenant space as required by local building code, inspection authorities and OSHA.**
- b. Foot Protection; Substantial leather boots are required. No loafers, sandals, tennis shoes.
- c. Work Clothing; minimum sleeve length at four (4.0) inches over shoulders. No tank top, net shirts, shorts, cut-offs, etc.
- d. All lunch breaks, coffee breaks, etc., by contractors shall be confined to the construction site or designated area. Any contractors seen lounging in the common area will be asked to move into the construction site.
- e. Signage; post safety or hazard signage (bilingual if necessary).
- f. Do not plug into any common area outlets.
- g. Hot Work Permit is mandatory for all welding, grinding, torch-cutting, soldering, and any other work using flammable material.
- h. Electric Cords; Tools and extension cords should not be frayed or damaged and should be equipped with ground. Do not use any tools without Ground Fault Circuit Indicator (GFCI).
- i. No pets of any kind.
- j. Deposit all trash and debris in tenant-provided dumpster daily. No construction materials of any kind may be stored outside of the tenant lease line and loading docks without Landlord's approval. Work, storage and break areas to be broom cleaned daily. Gasoline operated equipment such as welders, concrete saws, power buggies, etc. will not be allowed in common areas or on hardscape paving at any time without prior approval of City Creek Center on-site representative.

Violation of any of these work safety rules will result in a fine FOR EACH INFRACTION, and will be subject to all personal and/or property damage claims.

PROHIBITED WORK AND PRACTICES

- Imposing any excessive structural load, temporary or permanent, on any part of the building structure without prior written approval of Landlord.
- Installing or displaying any signage without Landlord's prior approval.
- Deviating from an approved set of plans without prior Landlord written approval.
- Accessing base building electrical components without prior Landlord approval.
- Accessing Landlord water services, Condenser Loop, without prior Landlord approval.

PROJECT REQUIREMENTS

AREAS ABOVE CEILINGS

Combustibles of any kind and fire treated wood is prohibited in the areas above the ceiling. **Any wiring concealed above ceiling must be installed in conduit. Transformers, water heaters, and other such devices are not allowed above the finished ceiling construction. MC cable is acceptable for the last not-to-exceed 6' flexible connections to electrical devices such as lighting fixtures in the ceiling. This would have to be connected from a J box. Romex IS NOT allowed.**

ATTACHMENT TO STRUCTURE

All drilling, welding, or other attachments to any part of the base building structural system other than normal ceiling suspension and independently supported utilities must be specifically approved by the Landlord in writing before work is initiated. Specific drawings describing attachments must be submitted. All storefronts are to be self-supporting. All attachments to the Landlord structure shall be done with mechanical fasteners only.

BARRICADES

The Tenant Contractor may move the barricade out 30" from the lease line for work on the storefront. Arrangements must be made (**72 hours**) in advance with the Center Facilities Manager. Relocation shall be accomplished in a stable and professional manner. The barricade must remain rigid, squared, and plumb throughout store construction. **Landlord's base building structure or finishes shall not be used to secure barricade.**

1. TENANT'S GC TO FURNISH & INSTALL A WEATHER RESISTANT BARRICADE. CAN USE A COATED SHEETROCK, MARINE GRADE PLYWOOD, ETC.

2. BARRICADE NEEDS A PLASTIC COVER OR WAFER BOARD LID OVER THE TOP DUE TO WINDY CONDITIONS

CONSTRUCTION RULES AND REGULATIONS

3. BARRICADE CAN NOT ATTACH TO LANDLORD BULKHEAD OR MALL PAVERS. COORDINATE WITH FACILITIES MANAGER IF MORE SPECIFIC DETAILS ARE NEEDED.

- Contractor shall cover and seal the top of the barricade with visqueen or material approved by Center Facilities Director.
- Pavers between barricade wall and the tenant store floor must be covered / shielded from construction damage and debris while barricade wall is in place.
- If it becomes necessary for personnel of the Center Operations 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.
- If there is no adjacent corridor or service door to be installed, the Contractor may install a door in the barricade. This door shall open into the space and 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.
- The Contractor may install a door in the barricade.
- If the space has a service corridor door, the door must remain closed and locked at all times.
- No signage is allowed on the barricade except which is approved by the Landlord.
- Final punch-list and Certificate of Occupancy must be received prior to removal of barricade.
- The Tenants General Contractor will be responsible for disassembly and removal of the barricade **after obtaining approval by Center Operations**. Arrangements must be made **72 hours** in advance.

CEILINGS

Ceiling construction cannot be attached to the center's finished soffit. These components are not designed to support additional loads. Ensure ceiling is supported from the building's structural steel, bar joist, purlins, etc. and is not attached to the soffit in any fashion.

- Maintain access to all Tenant and Center equipment above the ceiling per all codes and maintenance requirements. Coordinate access panel locations with Center Operations, the building inspector, and Landlord approved construction drawings. All panels shall be a minimum of 24" x 24" in size.
- The maximum ceiling clearance will be 13'-4" unless noted otherwise.
- 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.
- Do not remove or relocate any existing support hangers.
- Structural Heights (Refer to Base Building Drawings and field verify).

CONCRETE CORE DRILLING OF SUPERSLAB

Contractors must notify Center Operations in writing, **72 hours** in advance of coring super slab. Vacuuming of all water/slops from coring or cutting must occur. Specific details and procedures are available in the Tenant Construction Handbook. An X-ray of the floor slab may or may not be necessary depending on the location in the center. The Center Facilities Director will advise.

CONCRETE PLACEMENT

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

- Routes into mall from concrete truck shall be as designated by Center Operations.
- All concrete pours shall be scheduled with the Center Operations a minimum of **72 hours** in advance.
- Pour "infill" and Waterproofing **MUST** be in place and approved by Center Operations prior to pour.
- All Concrete Contractors shall put down floor protection and plywood along the route the concrete is carted / pumped through the Center to the Tenant's premises. This shall include the area around and directly below the truck.
- When pumping concrete to the site, provide wood blocking below the coupling flanges. The flanges shall not rest on the deck or existing concrete sub.
- Concrete trucks are to wash out or dump any unused concrete into specified dumpsters located off site in designated areas.
- Only propane powered concrete buggies are allowed within the project building.

CONSTRUCTION RULES AND REGULATIONS

CONTRACTOR PARKING

Center parking is all paid parking and monthly permits may be purchased from the Parking Office located near Security Dispatch. All contractors are to park as per the directions of the Center Operations. Equipment and supplies may be unloaded in the loading docks if scheduled through the Center Security Dispatch Office, after which the truck must be parked in the designated parking area. **ABSOLUTELY NO PARKING WILL BE PERMITTED IN TRUCK DOCKS OR FIRE LANES. Any vehicle improperly parked or left unattended will be towed immediately at the owner's expense.**

COORDINATION

Tenant's Contractors must coordinate their activities with Center Facilities Manager and adjacent Tenants as necessary for so that no disruption of Contractor's work or Tenant business occurs.

DELIVERIES

ALL LOADING DOCK DELIVERIES ARE TO BE MADE THROUGH AND COORDINATED WITH THE CENTER DOCK OPERATIONS/SECURITY DISPATCH. Contractors will be responsible for coordinating freight deliveries. Consult with Center Facilities Director for guidance/approval to bring any oversized deliveries in through the common area. **Please provide any material suppliers with complete location information including tenant name, space #, G.C. name, G.C. on-site contact, and G.C. on-site phone number.** Landlord will **NOT** accept deliveries on behalf of the Tenant or the Tenant's Contractor. Tenant contractor must provide all equipment and labor necessary to unload all deliveries and move all materials immediately away from the docks and to the Tenant space. No pallet jacks will be allowed beyond the loading dock.

DEMISING WALLS

1. Landlord will install 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 provide a fire-rated enclosure to the roof or floor structure above.
2. The demising wall will be located per dimensions indicated on the Landlord's LOD. Any dimensional inconsistencies between the Space Layout drawing and the Landlord approved construction drawings should be brought to the immediate attention of Center Operations.
3. Demising walls do not possess any structural value. The general contractor shall provide structural reinforcement if Tenant's construction is to be attached to or supported from the demising wall. Structural drawings must be approved by the Landlord's structural engineer.
4. Standards may not be recessed into any fire-rated demising walls. A second layer of drywall must be used to conceal the standards.
6. Tenant's contractor is required to install Landlord provided neutral pier reveals at the storefront (Detail located in Tenant Construction Handbook).
7. 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.

DEMOLITION (if applicable)

Demolition shall not interfere with adjacent Tenants, Residential, Office or center common areas. Be aware of work that may cause excessive vibrations, which can cause damage to adjacent tenant spaces and/or surrounding areas. Fire alarm system and fire sprinkler system must be disconnected prior to the start of demolition.

DETAILS

Details you are required to adhere to in the construction process - i.e., pouring back concrete slabs, coring details of super slab, entry construction, firestop specifications, waterproofing at entry, etc., are in the Tenant Construction Handbook.

EXIT SIGNAGE AND EMERGENCY LIGHTING

Exit requirements and exit identifications within Tenant's premises shall be furnished and installed by Tenant's Contractor in accordance with all requirements of the governing building codes and ADA. All exiting and identifications shall be complete prior to fire inspection and building certification.

EXPANSION JOINTS

Should an expansion joint occur in the leased space, Tenant's Contractor is responsible for the construction of the wall or ceiling at that joint in a manner consistent with acceptable construction design practices.

CONSTRUCTION RULES AND REGULATIONS

FIRE PROOFING

Tenant's Contractor will be responsible for protecting and maintaining the base building fireproofing. Any damage to base building fireproofing shall be repaired by the Tenant's Contractor at Tenant's sole cost and expense as soon as possible after damage occurs, but no later than 48 hours after damage occurs.

FLOOR FINISHES

Tenant is responsible to purchase and install common area pavers from the lease line within all setbacks. Tenant's Contractor shall provide a seamless transition between Landlord's stone finishes (at common areas) and Tenant's flooring. Paving at exterior storefront / entry vestibules must be positively sloped to drain away from Tenant entry.

GANGBOXES AND DOLLIES

1. ALL WHEELED EQUIPMENT / VEHICLES SHALL HAVE NON-MARKING **RUBBER TIRES**.
2. Tools and construction materials must be always stored in the tenant's space and are not allowed to be stored in the Center or Service Areas at anytime.

HAZARDOUS MATERIALS

Tenant's Contractor is responsible to comply with all existing city, state, county, or federal regulations or legislation regarding the control of pollution. Tenant's Contractor shall not use or install, nor shall permit its sub-contractors to use or install any building materials containing asbestos or any other hazardous material.

1. Tenant Coordinator will require all Manufacturer Safety Data Sheets (MSDS) on certain materials, especially floor tile and adhesives (mastic). The general contractor shall ensure all materials used in the store construction are identifiable and the MSDS's are available.
2. 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.
3. All materials used in construction shall be "ASBESTOS FREE".
4. Materials listed as "non-asbestos" are unacceptable and shall not be used for construction.

LABOR DISPUTES

Contractor shall use its best efforts to maintain labor peace for the duration of the project and shall conduct its labor relations in such manner as to avoid all strikes, picketing and boycotts of, on or about the leased premises and the Shopping Center. If, during the period of construction of the project, any of Contractor's employees, agents or sub-contractors strike, or if picket lines or boycotts or other visible activities objectionable to Landlord are established or conducted or carried out on or about the project or the Shopping Center, Contractor shall use its best efforts to resolve such activities without involving Landlord and without disruption of persons and activities at the Site.

LANDLORD, TENANT COORDINATION INSPECTIONS

1. Tenants work shall be subject to inspection by Center Operations 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.

MODIFICATIONS TO THE BASE BUILDING

If the Tenant store design requires a modification to the base building architectural, structural, plumbing, electrical, HVAC, or other systems, the Tenant must first submit to the Landlord a Request for Information (RFI) in writing for consideration. See Tenant Construction Handbook for form and approval prior to proceeding.

Structural modifications to the center require written prior approval from the Landlord's structural engineer.

ANY STRUCTURAL WORK SHALL BE COORDINATED IN ADVANCE WITH THE CENTER OPERATIONS MANAGEMENT OFFICE.

1. Those tenants desiring to make changes to the base building structure must submit to the Landlord drawings and specifications from a certified engineer for approval.
2. The following conditions are applicable:
 - a. Duct shaft penetrations, Exterior wall penetrations.
 - b. Extra ordinary loads (i.e. safes, vaults, transformers, water heaters, mezzanines, etc.).
3. Excessive loading caused by transformers, safes, mezzanines, HVAC units, etc., require approval from the Landlord's structural engineer. Structural beams, purlin, joist, etc. shall not be modified by the contractor unless specifically noted on the Landlord's approved construction drawings.

CONSTRUCTION RULES AND REGULATIONS

NOISE & ODORS

The Center Facilities Manager or his 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.

1. If excessive noise or odors are identified by the Center Operations staff, the General Contractor will cease such operations immediately.
2. The use of propane or gas heaters **ARE NOT** permitted at any time.
3. **Noise Ordinance Restrictions - Construction Hours:**
No noise shall be allowed that violates the Sale Lake City noise ordinance. **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.
4. Contractor will need to take care not to disturb adjacent Tenants during shopping center business hours, which are usually 10 AM – 9 PM Monday – Saturday with some seasonal variations.

QUALITY STANDARDS

1. All construction shall be completed in accordance to industry standards and in a professional workmanlike manner. Tenant shall require the Contractor to be responsible to replace and/or repair all work done or furnished that does not meet Landlord's quality standards.
2. All such work shall be in good and usable condition at the date of completion. Tenant's Contractor shall guarantee all work performed to be free from any and all defects in workmanship and materials for one (1) year from the date of completion. Tenant's Contractor shall be responsible for the replacement or repair without any additional charge for any and all work done or furnished which shall become defective within one (1) year after substantial completion of the work. The correction of such work shall include without additional charge all expenses and damages in connection with such removal, replacement, or repair of any part of the work which may be damages or disturbed thereby.
3. All warranties or guarantees pertaining to materials or workmanship on or with respect to Tenant's work shall be contained in the contract or subcontract which shall be written so that such guarantee or warranties shall insure to the benefit of both Landlord and Tenant. All warranties shall be included in the close-out documents.

ROOF PENETRATIONS

No penetrations will be allowed.

SECURITY

1. The general contractor is responsible for securing their 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 Tenant's space must be secured when unoccupied. Arrangements must be made with the on-site representative if the Contractor requires access to the center after hours. If the Contractor needs to work in an adjacent Tenant's space, it is the Contractor's responsibility to coordinate such work with the on-site representative by submitting the form included in the Tenant's Construction Handbook. The Contractor must provide at his cost, professional security service if required by the adjacent Tenant.
2. Access to telephone rooms, electric closets, etc., shall be scheduled and authorized through the Center Facilities Manager or his representative.

SERVICE EXIT DOORS & VESTIBULES (to interior service corridors only)

1. A recessed vestibule / service / exit door is required. This vestibule is considered to be part of the service corridor assembly and must be constructed in compliance with applicable code. A sprinkler head is required in the vestibule. Tenant shall restore service corridor to original condition. Vestibule walls shall be restored to original fire-rated condition and finishes to match adjacent existing walls, floors, etc.
2. Rear service/exit doors and frames shall be commercial grade, "B" label construction with a minimum size of 3' X 7'. 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.
3. Service / Exit door shall be finished painted a color specified by Landlord and labeled by the Landlord with store name and number as specified by Center Operations.
4. A doorbell must be installed at service corridor doors to alert Store Personnel of deliveries.
5. Corner guards are required at both returns into the vestibule, and will match existing at the site.

CONSTRUCTION RULES AND REGULATIONS

STORAGE OF MATERIALS

All building materials must be stored within the limits of the Tenant's lease area. Storing of materials in corridors, exterior common areas and hardscape, vacant lease space, etc. will not be permitted. **Flammable materials are not to be stored in lease area except those which are to be used during that construction day.** Storage containers (gang boxes) must be constructed of metal and lockable. Failure to comply with these regulations will result in removal of all such materials. The Tenant shall reimburse the Landlord for the cost incurred for such removal. Contact the onsite representative if special needs are required. **Storing of unmarked or unidentifiable materials on site is not permitted. All storage of material must be approved by Center Operations and must be clearly marked with the store name or it will be removed.**

STOREFRONT ADDRESS

Provide store address per approved sign criteria. **NO OTHER FORM OF ADDRESS NUMERALS WILL BE PERMITTED.**

STOREFRONT CONSTRUCTION

The General Contractor shall ensure the integrity of the bulkhead and take care to ensure that the waterproof material on stem walls, are not jeopardized by the configuration of the Storefront.

1. The soffit is not designed to support any additional loads. The Tenant's storefront may not be attached to any part of the center soffits.
2. Damages caused by demolition or construction to Landlord's service corridor, soffits, or paver tiles shall be repaired to a "like new" condition. The general contractor shall coordinate any repairs with Center Operations. If these items are not addressed before project completion, repair cost will be deducted from the general contractor's construction deposit.
3. Construction or design elements will not be allowed to project beyond Tenant's lease line unless approved by the Landlord in writing prior to construction.
4. Tenant side of storefront bulkhead shall be insulated and sealed smoke tight to deck to ensure 1 hr. enclosure. All exterior storefronts must be composed of weather-tight components including all necessary curbs, flashing, sealants, insulation, etc to provide a weather-tight installation.
5. Exterior canopy and awning shop drawing submittals must be submitted to the Landlord for approval prior to installation. Drawings shall contain attachment details and must be signed and sealed by a licensed structural engineer.
6. 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 will prohibit the storefront sign from being installed.** Temporary signs will not be permitted for store openings.
7. Neutral pier reveals shall be furnished by Landlord and installed by the Tenant's General Contractor.
8. The Tenant's General Contractor shall insure access to all Landlord equipment existing adjacent to the storefront or within the Tenant space.
9. The Tenant's General Contractor is responsible for final cleaning of the storefront and floor pavers at his storefront prior to opening.

TENANT SIGNAGE

The Sign Manufacturer must submit sign shop drawings to the Landlord for approval prior to installation. All storefront signs must be installed per Landlord's approved sign drawings. No manufacturer's labels are permitted on the sign. All conduits, raceways, and wires must be concealed.

WASTE REMOVAL / TRASH

1. General trash/construction debris creates safety and fire hazards. The general contractor shall ensure that the construction site is policed and debris removed to provide a safe, sanitary construction site on a DAILY BASIS.
 - a. **NOTE: THE ACCUMULATION OF TRASH WITHIN THE TENANT SPACE, SERVICE CORRIDORS, OR COMMON AREAS WILL NOT BE TOLERATED.** The Landlord or his designated contractor will control the corridors and common area and has full authority to remove all materials, debris, equipment and vehicles that are placed in the corridors and common area and charge the Tenant Contractor for the cost of any clean up or removal of same.
 - b. The cost for removal of any debris will be deducted from the general contractor's construction deposit.
2. The general contractor shall contact the Center's Waste Management contact for supply and use of trash dumpsters as well as placement at the loading dock. Location, time schedules, etc. shall be fully understood by the general contractor, who is responsible for policing and cleaning the dumpster area.

CONSTRUCTION RULES AND REGULATIONS

HOT WORK

It is the responsibility of the Contractor to obtain to contact Center Operations for a hot work permit prior to any welding or hot work being performed. The Contractor shall post an observer at the site for a minimum of thirty (30) minutes after completion of any welding.

UTILITY & SERVICE INFORMATION

INTERRUPTION OF UTILITIES AND SERVICES:

The on-site representative must be notified in writing at least 72 hours prior if any interruption of a utility is required. Utility outages will be the Landlord's responsibility to arrange for and the Tenant to pay for.

ELECTRICAL SYSTEM

The general contractor shall ensure 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 an electrical feeder from metering distribution equipment to a point within the leased premises. This work shall include, but not be limited to furnishing a circuit breaker compatible with existing meter center and conductors of sufficient capacity for Tenant's requirements, with sufficient extra coiled length for termination on meter center circuit breaker.
2. Tenant is required to contract with shopping center designated electrical contractor for connections within the high voltage cabinet in the meter panel of the electrical room (see required contractor list).
3. Conductors will be one continuous run from the circuit breaker to Tenant's disconnect. The type and size of the electrical service will be as specified on the Landlord's approved construction drawings. Center Operations will designate location of the power source to the space and required labeling.
4. Conduit exists from meter room to Tenant's space. All work in electrical room regarding terminating of feeder is by Landlord's Electrical Contractor at no charge to Tenant.
5. **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 6' for finish connections only. MC cable is acceptable for the last not-to-exceed 6' flexible connections to electrical devices such as lighting fixtures in the ceiling. This would have to be connected from a J box. Romex IS NOT allowed.
6. All circuit panels must be balanced. Balancing will be verified by Tenant's Electrical Contractor.
7. **Electrical panel breaker schedules completed and clearly labeled.**
8. Access to electrical room will be provided by Center Operations. Arrangements must be made **72 hours** in advance.

FIRE PROTECTION SYSTEM

1. Landlord has provided a main in each tenant space. Tenant shall extend sprinkler system using approved branch piping and sprinklers as required to complete the system using the shopping center designated sprinkler contractor (Alta Fire Protection). **Sprinkler Shop Drawings MUST be submitted to Landlord's Insurance Underwriter, GRC, for review and approval prior to installation.**
2. Any deficiencies found must be corrected in full compliance with GRC comments.

NOTE: Contractor must use schedule 40 pipe. Thin wall pipe is not permitted.

All plans must be sent or emailed to the following:

GRC:

TaubmanProjects@tuvsud.com include in email subject line "City Creek Center, Site Name, City, State"
example: "Taubman TPR – GRC File # 1935.8192 City Creek Center Salt Lake City Utah"

1 copy to City of Salt Lake:

Ted Itchon
Fire Plans Examiner
City of Salt Lake Building Department
(801) 535-6636
ted.itchon@slcgov.com

A 2nd copy of the plans needs be sent to:

Travis Hannan
Consultant Engineer
GRC
Travis.Hannan@tuvsud.com

Drawings will be forwarded to GRC by City Creek Center Associates

CONSTRUCTION RULES AND REGULATIONS

Fire Suppression Design: Actual water supply as follows.

Level 1 – 100 Static 90 Residual while flowing 650 GPM

Level 2 – 90 Static 80 Residual while flowing 650 GPM

FIRE 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. All plans must be approved before construction begins.

1. The sprinkler system is monitored by the local fire department, center security, and various alarm companies. Contractors must not tamper with these systems.
2. **All sprinkler shutdown fee's must be paid before work can be performed.**
3. The general contractor shall coordinate with not less than **72 hours** in advance to schedule a sprinkler system tie-in to the Tenant system. **All Sprinkler work must be performed by Alta Fire Company, see required contractor list.**
4. Before a shut down for final connection can occur, the system shall be hydrostatically tested and made ready for "tie-in". A copy of the approved hydrostatic test will be given to Center Operations prior to connection to the sprinkler main.
5. Fire extinguishers must be located on the job site during construction to meet all city, state and OSHA requirements.

FIRE ALARM SYSTEM

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, fire alarm systems, etc. are unique to this Center. The general contractor and his subcontractors shall be aware of all comments on the City approved construction drawings. All plans must be sent or emailed to Ted Itchon, Fire Plans Examiner, (801) 535-6636, ted.itchon@slcgov.com. Contractor must contract with Landlord's fire alarm contractor for all fire alarm installation and for updating of center fire alarm system graphics to accurately reflect the new design and name.
2. Contractor must contract with the shopping center designated fire protection contractor, which is Siemens. Contractor must coordinate the disconnection of the fire alarm system with the shopping center designated fire protection contractor (Siemens) prior to the start of demolition and ensure that the system devices are protected from dust or damage after installation and prior to store opening.

GAS (if provided)

A base building gas manifold has been provided by the Landlord.

1. Gas service including meter and branch line extension from the project manifold designated by Landlord to leased premises. Gas piping is provided to designated food and beverage tenants.
2. Locations of gas manifolds (See Base Building Drawings and verify in field).
3. Exposed pipes in service areas shall be painted to match adjacent surfaces.
4. Enclosure requirements should be verified with the local government agency. Vented shafts, chases, etc., may be required along the route.
5. Contractor to install seismic gas valve within 3' of meter location.

HEATING, VENTILATION & AIR CONDITIONING (HVAC)

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

IMPORTANT NOTE: Standards of design and construction shall be in accordance with latest ASHRAE and SMACNA Guides.

1. Provide clear access to all equipment in ceiling space per governmental codes. **Supply and install such access panels as may be necessary for safe and efficient maintenance and repair of tenant equipment.**
2. Contractor will provide access panels to all Landlords' equipment and shut off valves.
3. When the system is ready for start-up (see procedures), Center Operations shall be notified at least **72 hours** in advance, allowing time to schedule an operational inspection. The system shall be 100% operational before store opening.
4. Contractor must contract with Landlord's HVAC contractor to supervise flushing of tenant equipment/lines and connection to the center condenser loop. **See required contractor list for CCI Mechanical information.**
5. An air-balance of the system must be performed by an independent temperature controls contractor as required by Center Operations, with a certified air-balance report submitted to Center Operations before the store opens. The general contractor's deposits will not be processed for return until this report is received.

CONSTRUCTION RULES AND REGULATIONS

BUILDING AUTOMATION SYSTEM (BAS)

- i) Each tenant space is equipped with a Delta or Siemens mini-BAS to control the water sourced heat pumps (WSHP) and fresh air variable air volume box (VAV). Each tenant BAS is required to connect to the base building BAS via a BACNet interface and supply real time average space temperature, WSHP alarm status, and CO2 alarm status.
 - ii) Contractor must contract with Landlord's BAS contractor for all HVAC controls, connections to Landlord's BAS, and updating of Landlord's BAS graphics to reflect new space name & points.
6. Contractor must contract with Landlord's BAS contractor for all HVAC controls, connections to Landlord's BAS, and updating of Landlord's BAS graphics to reflect new space name & points.

PLUMBING

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

1. Center Operations will designate sanitary, domestic water and other utility lines to be used. These utility lines may exist outside the leased premises.
2. Work requiring access into adjoining Tenant spaces shall be coordinated by the general contractor through Center Operations. Any damage caused by this work shall be corrected by the general contractor at his expense.
3. Ensure all sanitary clean outs are exposed and remain accessible. Since many trades can affect this requirement, the general contractor shall ensure all subcontractors are aware of any existing clean outs.
4. A CD of camera video showing inspection is required. Provide this CD to the City Creek Management Office.
5. Water Meter: The water meter shall be landlord provided at the tenant's expense. The Tenant Plumbing Contractor shall install a Landlord specified domestic water meter in the Tenant space that reads in gallons. **Such meter shall be located no more than 5 ft. above the floor and include shut-off valves and be connected with union shut off on both inlet and outlet.** The meter shall be placed in an area that is readily accessible at all times. Meter and valves are to be accessible at all times. **Electrical wires between water meter and transmitter must remain connected, if wires are removed it will be at contractors' expense to reattach wiring and confirm unit is communicating.**
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 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.
9. Copper, steel, or cast iron or any other code-complying metal shall be used for all piping.
10. When construction is completed, all sanitary lines shall be "routed out". Written notification, indicating date and time shall be provided to Center Operations before barricade is removed.

FLOOR / DECK INFORMATION

1. All toilet room floors are to be waterproofed with an elastomeric membrane. Waterproofing must extend a minimum of 4" up all wall surfaces. A 24 hour flood test will be required of the waterproofing membrane.
2. All kitchens, food preparation and serving areas must have a waterproof membrane.
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. Transitions between dissimilar floor materials shall be smooth and flush. The use of transition or reducer strips is not permitted.
5. The general contractor shall field verify the existence of expansion joints within the space. Some floor slabs are fire-rated. Verify that expansion joints meet all code requirements. Landlord approval is required for aesthetic treatment of this joint.
6. Paver flooring is available to match existing flooring at the storefront. Such flooring shall be available for purchase from Center Operations. Paver flooring may only be installed by Center's
7. Anti Fracture Membrane - Floor Isolation per tenant design criteria: it is recommended to install an Anti Fracture Membrane at the column lines, transitions between the structural slab/geo-foam supported slabs and any shrinkage cracks that are evident. Depending on the condition and exposure of the area it may be beneficial to treat an entire area.

CONSTRUCTION RULES AND REGULATIONS

COMPLETION OF CONSTRUCTION

Landlord will release to the Tenant's Contractor the balance of contractor's deposit and/or Tenant Allowances to the Tenant only upon receipt of all of the following items:

STORE OPENING INSPECTION

1. **Notice of Completion of Tenant Construction** – Tenant General Contractor must notify Center Operations when store construction is completed and the space is ready for the punch list walkthrough. Notice must be provided a minimum of **72 hours** prior to scheduled walkthrough.
2. **Final Construction Punch List** – A punch list walkthrough must be performed with the Tenant Contractor and the Facilities Manager before opening of the premises. The punch list will identify outstanding work to the storefront, display area, rear entrance and other areas of the space and/or roof that needs to be completed, modified or repaired. Tenant Contractor will review punch list with Landlord's representative when the work is completed. The Landlord's representative must physically sign off on each item of the punch list for the work to be considered acceptable. If the punch list work is not completed within 30 days, Landlord, at his option, may perform the work and deduct the costs from Tenant Contractor construction deposit or the Tenant Allowance. ***Tenant's Contractor must submit a copy to the Center Management Office prior to the storefront barricade coming down.***
3. **Pre-Opening Construction Completion Checklist** will be reviewed at this time to ensure all landlord issues and deficiencies have been corrected prior to store opening.
4. **Certificate of Occupancy** – Before the Tenant opens for business, a Certificate of Occupancy must be obtained and posted within the premises. ***Tenant's Contractor must submit a copy to the Center Operations Management Office prior to the storefront barricade coming down.***
5. **Stocking & Merchandising**
 - a. The Landlord cannot be responsible for Tenant's merchandise. Merchandise may not be stored outside the confines of the leased space.
 - b. Debris associated with merchandising must be discharged in the waste dumpsters designated by Center Operations. Prior to Grand Opening, Landlord will provide Construction and Merchandising Debris dumpsters for intermingled materials.
 1. If separation of material is required for LEED participation, all additional costs will be at tenant expense.
 - c. Center Operations will designate the loading area and route from area to space.
6. **As-Built Drawings** – Tenant's Contractor on Tenant's behalf will submit to the on-site representative one (1) set of as-builts and one (1) complete CD which accurately show lease lines, dimensions of space, locate all underground utilities and equipment, and any modifications to the base building structure.
7. **Air Balancing Report** – Three (3) copies of written report by an AABC certified air balancing company which includes warranties & maintenance schedules shall be provided to the Center Operations Management Office.
8. **Contractor's Letter Requesting Deposit Refund** – Construction Deposit must be requested in writing on company letterhead. Federal Tax I.D. number must be included.
 - a. 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 sixty (60) days for processing return of construction deposits. Tenants will be notified on all returned construction deposits.