

CHERRY CREEK

SHOPPING CENTER

**3000 East First Avenue
Denver, CO 80206
(303) 270-9551**

TENANT CONSTRUCTION RULES & REGULATIONS

GENERAL INFORMATION

Mall Name: **Cherry Creek Shopping Center**
3000 E. First Ave, Mgmt Office
Denver, CO 80206

Owner/Developer: **The Taubman Company**
200 East Long Lake Rd.
Bloomfield Hills, MI 48303

Shopping Center Hours: 10:00 – 9:00 Monday – Saturday
11:00 – 6:00 Sunday

CONSTRUCTION PREREQUISITES

Required Documents

The tenant's general contractor shall assemble the following documents before arranging a pre-construction meeting with the Center Management Staff.

1. Certificate of Insurance for **Tenant** with coverages and language as provided in template.
2. Certificate of Insurance for **General Contractor** with coverages and language as provided in template.
3. Building permit
4. Workers Compensation documentation as regulated by your state law, an amount not less than \$2,000,000.00 and any additional amounts as required by other applicable status.
5. A **refundable construction deposit** check made payable to Cherry Creek Shopping Center.
\$3,000.00 for mercantile (non-food) uses up to 9,999 square feet
\$5,000.00 for mercantile (non-food) uses 10,000 square feet and over
\$5,000.00 for restaurant/food uses
6. **A completed and signed form W9 Request for Taxpayer Identification Number and Certification.**
7. **Non-refundable facilities maintenance fee in the amount as follows: (\$1,300.00 up to 25ft / \$1,800.00 over 25ft)** made payable to: Cherry Creek Shopping Center. (Checks may be combined.)
8. **Non-refundable fire sprinkler drain down fee of \$700.00** made payable to: Cherry Creek Shopping Center. (Checks may be combined.) The initial fee is required at the preconstruction meeting. Checks for subsequent drain downs will be required prior to the drain down occurring.
9. One complete set of Landlord "APPROVED" construction drawings should be reviewed by the general contractor before the pre-construction meeting. A set of approved Landlord drawings shall be posted on the construction site at all times.

10. List of subcontractors to be used by the general contractor during the construction process.
11. **Any lifts of equipment to rooftop require advance approval by Landlord and have additional insurance requirements and associated fees of \$600 per Crane lift and \$800 per helicopter lift.**

Landlord Contacts

Tenant Coordinator - Taubman	Charrise White	cwhite@taubman.com	248-258-7323
Operations Director - Taubman	Mingge Lu	mlu@taubman.com	303-270-9507
Facilities Superintendent - ABM	Paul Cisneros	pec@taubman.com	303-210-9929
Security Director - UPS	Camila Cunha	Camila.Cunha@aus.com	303-270-9527

Landlord Required Contractors

Barricade	Boston Retail Services	Aaron Patacsil	apatacsil@bostonrs.com Direct: 772-257-7442
Fire Protection	Frontier Fire Protection	Robb Seidel	RSeidel@frontierfireprotection.com 303-629-0221 ext 104
Fire Protection	Mountain States	Marvin Heath	Marvin@Mtnstatesfirepro.com 303.733.7248
Fire Alarm	Intermountain Electric	Tom Sutton	tsutton@imelect.com Cell 303-434-8353
HVAC Controls	Long Building Technologies	Cutter Balent	JBalent@long.com Cell 720-402-6981
Trash	Republic Services	Yuliya Shymchyk	YShymchyk@republicservices.com 720-933-9430
Roof	United Materials	Paul Rouse	Paul@UnitedMtls.net Cell 303-359-8488; Office 303-623-4166
Electrical Connection to Mall Switchgear	Intermountain Electric	Tom Sutton	tsutton@imelect.com Cell 303-434-8353
Telephone & Internet	Granite Telecommunications	Daniel Sentino	DSenteno@granitenet.com 855-478-4743

General Contractor	Scheiner Commercial Group, Inc.	Steve Teran	Steve@scheinercg.com Cell 303-994-9133; Office 719-487-1600
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Unauthorized Contractor

Brewster Management LLC		5539 Wetlands Dr, Frederick, CO	
Hirsch Construction		222 Rosewood Dr., 5th Floor, Danvers, MA 01923 Danvers • Boston • Houston • New York	
Block Electric		7334 S Alton Way Unit 14C, Centennial, CO 80112	
Team Electric		1158 S Lipan St, Denver, CO 80223	

Building Department Information: <http://www.denvergov.org>

City & County of Denver
Permit and Inspection Services
201 W. Colfax Avenue
Denver, CO 80202
(720) 865-2505

Utility Phone Numbers

XCEL Energy (Gas & Electric)	Transfer of existing service	800-481-4700
	Builder's hotline to order meters	800-628-2121

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. Tenant(s), contractors, and their employees are expected to act in accordance with all regulations established by Center Management.
3. Deduction from your construction deposit will occur if Center Management incurs cost related to Contractor's work at the Center. This deposit, less any deductions, shall be returned to the originating party following correction of pre-opening checklist items, store opening, or outstanding punch list items, including air balance report.
4. Two or more fire extinguishers must be in the Tenant space during all construction phases as required by the size of the project.
5. The operation of core drilling, jack hammering, hammer guns and nail guns, or any other construction equipment which creates bothersome noise, must be done before 9:30 a.m. or after 9:30 p.m. so that it does not interfere with normal operation of the Center. If it is noisy, a stoppage of work could be ordered.
6. All rooftop equipment and support steel shall be approved by Landlord and painted in accordance with the Landlord's schedule.
7. Tenants installing rooftop equipment shall stencil such equipment with Tenant's name and space number using two-inch, black vinyl letters.
8. All Tenant Contractors will enter through designated Service Areas.
9. Workers are not allowed to carry tools, construction material or other equipment through the Center during mall hours; no material shall be allowed through the garage connector glass doors, if warned and contractor continues to bring material through the center the center will shut the construction down, only one warning.
10. ***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 polices contained in this manual.***
11. **A Hot Work Permit must be completed with mall security prior to each incident of welding, soldering, brazing or cutting which involves extreme heat or open flame. No hot work may occur in an area where the sprinkler system is impaired.**
12. ***NO SMOKING anywhere inside the mall facility or anywhere on mall property except in designated areas of loading docks.***

13. Parking only allowed on East Deck Level 5 or West Deck Level 3. **Oversized vehicles, vehicles weighing more than 4,000 lbs and/or vehicles taller than 6' 10" must be parked in the high bay drive lane of either parking deck or in "Z lot".**

CONTRACTOR PARKING RULES & MAP

All contractors of the mall and tenants are required to park in the designated parking areas, as per their contract agreement:

East Deck: Levels 5 and 6
West Deck: Levels 1 (South Row - High Bay only - vehicles over 6'10"), 3, 5 & 6
CC West - Boulder Running Co. area
Z Lot

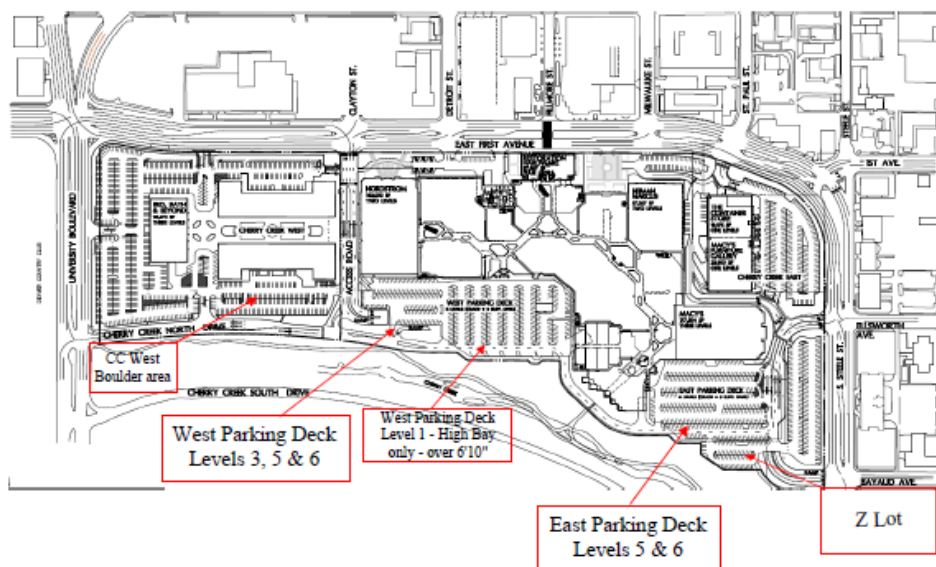
Any contractor found parking in non-employee parking areas is subject to tow.

First Violation: A citation will be written for each violation and a copy placed on the violating employee vehicle and recorded with Security.

Second Violation: A "Final Warning" sticker will be placed on the employee's vehicles driver's side window and recorded with Security.

Third and Further Violations: Local tow service will be called to tow the vehicle off property and recorded with Security.

Contractors parked in a loading dock area must be actively loading/unloading.



14. **The cost for monthly parking passes is subject to change and is determined by the parking office.** All tenant contractors are expected to pay for parking. These contractors can pay the daily rate or purchase a monthly parking pass for \$125 plus a \$30 pass deposit. Contractors working for tenants are NOT eligible for employee passes. This includes all contractors and subs, including the superintendents.

All contractors must park in the approved contractor parking. If the vehicle is too tall to park in the garage; they may park in the high bay locations, CCW, or Lot Z, or they are subject to ticket, fines, and having their vehicle towed.

Barricades

All barricades are by Boston Barricade at tenant's expense. See required contractors list on page 3 for specific contact information.

- a) **The contractor will ensure that the top of the barricade to the soffit is covered with Masonite (NOT plastic or cardboard) 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 (\$200 per hour) for the time and material expended for the clean-up.
- b) **No type of signage is allowed on the barricade except that which is pre-approved by the Landlord.**
- c) **All barricade graphics must be pre-approved by mall management. Email graphics directly to Crystan Blanco at CBlanco@taubman.com and copy JBurkinshsaw@taubman.com for review and approval.**
- d) **All barricade graphics must be installed by Boston Barricade.**
- e) **Barricade must remain up until the night before store opening and final inspection.**

Notice of Non-Responsibility Posting

1. Owner's representative will post a "Notice of Non-Responsibility for Liens" in the immediate vicinity of the contractor's entrance to the space under construction. This notice must remain posted for the duration of the construction.
2. The original notice posting will be returned to the Facilities Coordinator at the end of the project.

Demolition, Trash Removal and General Cleaning

1. **Prior to starting demolition:**
 - a. Contractor must have a valid City and County of Denver Demolition or Construction Permit.
 - b. Contractor must contract with required Fire Alarm contractor and have "safed off" all

- Fire Alarm devices located within or dedicated to the space.
- c. Contractor must contract with required Fire Sprinkler contractor and have installed a temporary sectional control valve allowing the space to be isolated from the main while work is being done on or around the sprinkler system within the space. This valve must remain open with the sprinkler system in the space charged at all times when no work is occurring on or near the system and when the space is not occupied. No hot work is allowed when the system is drained or isolated. This valve must be removed prior to the space opening for business.
 - d. Contractor must tape off air returns to prevent debris from getting into the air handlers. Air handlers are shared with other tenants. Not taping off poses the risk of dust and/or debris to enter neighboring stores.
2. Demolition is permitted 7 days per week after mall hours only.
 3. All of the trash within the tenant's space is the responsibility of the Contractor. It is the Contractor's responsibility to ensure workers place all trash and debris inside of a trash dumpster and keep the area around the dumpster free from construction debris.
 4. Open top construction dumpsters can only be placed at the designated locations and must be provided by the required contractor RWS Facility Services. Typically, orders must be placed 48 hours (about 2 days) in advance. Designated locations are at Z Lot. Each assigned open top location will be charged \$500.00 per month by the center (calculated at 4 weeks per month, minimum of \$500 will be charged) Total fee by check is due at the time the pre-construction meeting taken place, estimated based on projected construction schedule. For example, if your project is estimated to be completed within 8 week, a total amount of \$1,000.00 is due for trash at the time of the preconstruction meeting. if construction is delayed, the center will request additional fee submitted by checks. No refund will be issued regarding of the completion time of construction.
 5. **Demolition shall not interfere with the daily operation of adjacent Tenants or Center common areas.** Be aware of work that causes excessive vibrations, which may damage adjacent tenant spaces and/or surrounding areas.
 6. Remove all existing electrical, mechanical, plumbing and other utilities and equipment to the source. Do not abandon any unused equipment.
 7. **A Hot Work Permit must be completed with mall security prior to each incident of welding, soldering, brazing or cutting which involves extreme heat or open flame. No hot work may occur in an area where the sprinkler system is impaired.**
 8. Contractor will be billed at a rate of **\$200.00** per hour for any time and material expended by mall personnel cleaning construction debris or drywall dust from the mall's common area that is a result of contractor's construction activities.
 9. There shall be no storage of trash or materials in service corridors or adjacent barricaded spaces. If debris of this nature are discovered, the Contractor will be requested to remove it immediately. If it is not removed in a reasonable time it will be picked up by Center personnel at the expense of the Contractor. (\$200 per man-hour)
 10. Contractor is not permitted to use the Landlord's compactors on the loading docks.

Noise & Odors

1. If Center personnel identify excessive noise or odors, the general contractor will cease such operations immediately.
2. If materials are used which omit odors and/or fumes, such as floor seals, spray lacquers or any other objectionable odor, application must be between the hours of 10 PM and 1 AM. The area must be completely sealed to the outside to prevent odors from circulating through the Center.

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 by 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.

Concrete

3. Center Management shall designate routes into mall from concrete trucks.
4. All concrete pours shall be scheduled with the Center Management a minimum of 48 hours in advance. All pouring should stop no later than 8:30 AM Monday through Saturday and 10:00 AM on Sundays.
5. Layout of any “new” tenant spaces on grade shall be performed in accordance with the Landlord’s Space Layout, contractor to be designated by the Landlord. The concrete slab must be made ready to fully accept the bottom track of the demising wall.
6. Concrete trucks must stay outside of the curb around the perimeter of the building. No trucks will be allowed on the sidewalks or curbs.
7. All concrete contractors shall put down Visqueen and plywood along the route when the concrete is routed through the Center to the Tenant’s premises. This shall include the area around and directly below the truck.
8. When pumping concrete to the site, provide wood blocking below the coupling flanges, the flanges shall not rest on the deck.
9. No concrete carts or wheelbarrows will be allowed through the main Center Public entrances at any time.
10. Concrete trucks are absolutely forbidden to washout or dump any unused concrete on any portion of the Center property.
11. Gas or propane powered concrete buggies are not allowed at any time within the project building. Only manual equipment shall be utilized.
12. Floors on grade:
 - a. All slabs on grade shall consist of concrete with a minimum strength of 3,000 PSI, a minimum 4” thickness with 6” x 6”, W1.4 WWF steel reinforcing and a Visqueen vapor barrier (minimum 4 mil) on compacted fill.
 - b. Tenant shall provide additional sand fill and/or remove excess as required.
 - c. A petroleum based (bituminous) coating shall be applied at the base of all steel columns.
13. Supported floors:
 - a. A 2” 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 similar product.
 - b. 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.

Structural Modifications

1. Structural modification to the center requires 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 is coordinated in advance with Center Management.
2. These 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".)
3. The following conditions are applicable:
 - A. Duct shaft penetrations
 - B. Exterior wall penetrations
 - C. Extra ordinary loads (IE. safes, vaults, transformers, water heaters, mezzanines)
 - D. Relocation of its structural members. (See Tenant Handbook for load limitations on the upper levels)
4. Excessive deck/roof loading caused by transformers, safes, mezzanines, HVAC units, etc. require approval from the Landlord's structural engineer. Structural beams, purlin, joist. etc. shall not be modified by the contractor unless specifically noted on the Landlord's approved construction drawings.

Floor/Deck

1. **Encasing conduit/piping for telephone, electrical, plumbing, etc. within the slab is strictly prohibited.**
2. Transitions between dissimilar floor materials shall be smooth and flush. The use of transition or reducer strips is not permitted.
3. 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.
4. Use of Mall floor tile on the tenant's side of the lease line is not permitted. Mall floor tile is available for repairs to match existing mall floor at the storefront on the Mall side of the lease line that is damaged during the construction process. Such tile shall be available with the approval of the Center Management. The General Contractor will reimburse the shopping center for any replacement tile required at \$25 per tile.
5. All penetrations through any concrete floor slabs must be coordinated with the Operations Director. Core drilling: saw cutting, jack hammering, bush hammering, chipping, etc., are not permitted without prior approval. Floor is required to be x-rayed/scanned before ANY x-ray/scan report must be provided to the Operations Director before ANY saw cuts or core drills are executed. 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.,

- equip-ment.
6. Any penetrations through the supported floor slab must have steel, watertight sleeves. The sleeve, penetration, and area surrounding this point shall be made water-proof. Verify with the Operations Director the approved type of waterproofing material. All restaurant and toilet room floors are to be water-proofed with an elastomeric membrane. Waterproofing must extend a minimum of 4" up all wall surfaces. The landlord requires the Laticrete Hydro-ban, installation of anti-fracture fabric may be necessary in some applications (or landlord approved equivalent) be used for waterproofing. A 24-hour flood test will be required of the waterproof membrane. This is a requirement, No exceptions.
 7. All floor sinks, floor drains and penetrations need to be plugged and made watertight for test. The floor and receptor area shall be filled with potable water to a depth of no less than 3" measured at the threshold. Where a threshold of at least 3" does not exist, a temporary threshold shall be constructed to retain the test water in the lined floor. The water shall be retained for a period not less than 24 hour and there shall be no evidence of leakage. If leakage occurs the area shall be repaired and retested until no evidence of leakage.
 8. An ADA threshold must be installed at the base of the doorway to retain water in the event of drainage backups.
 9. Note...Landlords approved contractor must be used for all waterproofing, or with prior authorization, the general contractor may be allowed to install the waterproofing material; however, a flood test of the area will be required and must be inspected by the Operations Director prior to draining of the water.
 10. Floor drains are required in all toilet room and kitchen areas. The floor shall be sloped to the drain to ensure proper drainage. Some on-grade slabs contain conduit/ piping for telephone, electrical, plumbing, etc. Coordinate any cutting and drilling through slabs with the Operations Director. A detection survey may be required.
 11. Transitions between dissimilar floor materials shall be smooth and flush. The use of transition or reducer strips is not permitted.
 12. See links below for Laticrete Hydro-ban:
<https://laticrete.com/~media/7becaa785c964bfaa8b7c0b32c39044d.ashx>
<https://laticrete.com/~media/1350eca29e634ffc9e4705e6a285e04f.ashx>
<https://laticrete.com/~media/932bb233d9ba43bdbf6074db69c5d02f.ashx>

Ceilings

1. Ceiling construction cannot be attached to the center's finished soffit, 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.
2. All stores on the upper level of the main mall are specifically required by code to have a ceiling throughout both the sales floor and the stockroom.

3. 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.
4. **SPECIAL NOTE:** The City and County of Denver Electrical Inspector is very firm in enforcing code with respect to having an access within reach of any junction box above ceiling. This quite often becomes an issue when a tenant installs a hard lid ceiling. It is imperative that you work with your electrical contractor to determine where you want them to locate junction boxes to avoid excessive or unwanted access panels being required by the inspector. The only other work around on this is to install a catwalk above the ceiling in the areas where access panels are not wanted. Inspectors will require that any such catwalk be designed and stamped by a structural engineer.
5. 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.
6. 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 the Center's subcontractors may be required.
7. 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.
8. Do not remove or relocate any existing support hangers.
9. Structural Heights (See Drawings).

Fire Alarm System - Smoke Detectors, Strobes and Duct Detectors

1. All life safety requirements associated with the tenant's construction are based on the initial code review of the base building. Smoke detector, smoke exhaust, egress routes, etc. are unique to this Center. Any Tenant system that requires attachment to the Center systems shall be coordinated with Center Management. The General Contractor and his subcontractors shall be aware of all comments and the Landlord approved construction drawings. **Landlord's required fire alarm contractor must do any demolition, relocation or addition of fire alarm devices at the General Contractor's expense.**
2. Any changes to the life safety system will require a life safety inspection by the local building inspectors.
3. The General Contractor is responsible for the final installation of all smoke detector(s), strobes, speaker/strobes and duct detectors specific to the tenant's space. Coordinate locations and connections with Center Management.

Electrical

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

2. The 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 be limited to, furnishing and installing a fusible disconnect switch at Landlord's distribution equipment and conduit and conductors of sufficient capacity for Tenants disconnect. The type and size of the electrical service will be specified on the Landlord's approved construction drawings. Center Management will designate location of the power source to the space required labeling. The general contractor and Center Management should walk the route to verify the methods of attachment, supports penetrations, etc. This will be the same for telephone and music services.
3. **SPECIAL NOTE:** The City and County of Denver Electrical Inspector is very firm in enforcing code with respect to having an access within reach of any junction box above ceiling. This quite often becomes an issue when a tenant installs a hard lid ceiling. It is imperative that you work with your electrical contractor to determine where you want them to locate junction boxes to avoid excessive or unwanted access panels being required by the inspector. The only other work around on this is to install a catwalk above the ceiling in the areas where access panels are not wanted. Inspectors will require that any such catwalk be designed and stamped by a structural engineer.
4. 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.
5. Plenum rated low voltage wiring (including speaker, phone, data, etc...) must be properly tied up to meet code, but does not need to be in conduit inside the leased premises. All low voltage wiring outside the tenant's leased space must be in conduit and all runs must be pre-approved by Owner.
6. Temporary power may be available from a source designated by Center Management. Any temporary electrical wiring 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.
7. Tenant electric meters shall be furnished and installed by the Tenant and remain the property of Excel Energy Company of Colorado.
8. Contractor assumes electrical responsibility from the load side of the meter and associated wiring within the tenant space. All circuit panels must be balanced.
9. If a new meter is needed, contractor shall contact Facilities Director to designate the location for the meter base and schedule for service installation.
10. Termination of Tenant service to gear shall be done by the Landlord's designated electrical contractor at the tenant's expense.
11. An unswitched (24/7) 120v 15amp circuit must be run to the location of the closest VAV box for digital controls. Landlord required controls contractor will step down VAV control power at this point and will distribute to other VAVs.

Telephone and Internet Services

1. **Telephone and internet service connection must be coordinated through Granite Telecommunications 1-855-478-4743. No provider or wiring contractor will be provided access to any telephone closets without first being scheduled through Granite.**
2. Telephone cables within the space must be plenum rated cable. Conduit is not required for low voltage communications wiring within the tenant's leased premises.
3. All telephone and communications equipment must be located within the tenant's leased premises. Nothing other than cross connect wiring to house pairs is permitted within the Landlord's telephone room.

Gas (if applicable)

1. A gas manifold has been provided. Center Management shall direct the General Contractor on the routing, type of support, etc., for this piping.
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, court, and/or city statutes, ordinances, regulations, laws and codes, are the responsibilities of the General Contractor.
2. Center Management will request Material 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 sheets are readily 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. **Tenant's HVAC Controls must be DDC and compatible with landlord's BAS and Fire Alarm System to ensure proper smoke evac operation. Any old pneumatic VAV controls and thermostats must be replaced with DDC. All controls will be supplied and installed by the Landlord's designated HVAC Controls contractor at the tenant's expense, please reference page 3 contractor list. Reference notes from landlord**

approved drawings set.

2. An unswitched (24/7) 120v 15amp circuit must be run to the location of the closest VAV box for digital controls. Landlord required controls contractor will step down VAV control power at this point and will distribute to other VAVs.
3. **If the tenant space design requires electric duct reheat, fan powered VAV boxes must be used as mall forced air is only provided during mall open hours.**
4. Any existing materials 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.
5. **Tenant spaces using heat pumps must be set up for cooling only.** Controls must be specifically set up not to pull heat from the Landlord's closed water loop.
6. HVAC equipment that produces a discharge or requires a drain shall be tied into the building's drainage system. Roof equipment cannot drain onto the roof as this eventually causes damage. Tie-in requirements shall be coordinated through Center Management.
7. All roof equipment (new or used) shall be painted. Each piece of equipment will be labeled with the store name and space number on two sides each facing the roof hatch and high monitor roof. Two inch, black stencil painted letters will be used.
8. 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.
9. Provide clear access to all equipment in ceiling space.
10. Contractor will provide access panels to all Landlord's equipment and shut off valves.
11. **Above ceiling plenum unit heaters, typically required in spaces on the upper level or where there is significant exposure to exterior walls, are powered, owned and maintained by the tenant at the tenant's expense. Thermostats for these units will be set at 60F.**
12. 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.
13. An air-balance of the system must be performed by an independent temperature controls contractor, 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.
14. 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.

15. A flexible high velocity duct (maximum length 4') will attach the VAV box to the supply-air tap. The general contractor shall ensure the HVAC contractor does not install any dips, bends, or turns at this attachment. Any "kinks" may cause the VAV box to become inoperative or drastically impair the efficiency of the unit.
16. The center's HVAC system supplies air to various areas at 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 9 a.m. Verify times with Center Management Except during Holiday Hours.

Roof Deck

1. The General Contractor shall coordinate any work that requires modifications to the existing roof with Center Management. The General Contractor must use the centers roofing contractor for all roof modifications. The General Contractor shall ensure that all applicable subcontractors (ie., HVAC, mechanical, electric, etc.) are aware of the roof requirements.
2. Tenant General Contractor shall contact the Landlord's required roofing contractor to arrange for all roof penetrations. No other contractors will be permitted to make roof penetrations.
3. Typically, any openings in time roof greater than 12" x 12" requires additional steel reinforcing. This steel shall be installed before cutting the roof. Landlord's structural engineer must approve drawings showing the roof framing.
4. **A Hot Work Permit must be completed with mall security prior to each incident of welding, soldering, brazing or cutting which involves extreme heat or open flame. No hot work may occur in an area where the sprinkler system is impaired.**
5. 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.
6. 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.
7. Antennas are permitted on the roof only after a "Roof Access Agreement" has executed between the Landlord and the Tenant. This includes satellite dashes, music dishes, and any other transmission or receiver devices.
8. All crating materials, unused equipment trash, debris, etc., shall be removed from the roof upon completion of work by the General Contractor. A "clean-up" fee will be assessed if Center Management performs removal of debris, equipment, etc... (\$200 per man-hour)
9. 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.

10. Any use of a crane or helicopter must be coordinated through Center Management and do have additional insurance requirements and fees associated with them.
11. Equipment placed on the roof shall not be visible from any location on the center site. Coordinate equipment placement with Center Management.

Fire Sprinkler System

1. General Contractor may contract with either of the two fire protection contractors provided on the required contractors list (page 3). Because Denver Fire permit review times can be lengthy, GC is encouraged to include in your contract a specific schedule or duration for system design, drawing production and submittal to Denver for permitting. This is important to note as Denver will not allow fire suppression or fire alarm drawings to be submitted until after the general construction permit is approved and paid for so ideally drawings should be ready to go in on the day the construction permit is obtained. Typically, spaces with 20 heads or less can be walked through for an over the counter permit review by the fire sprinkler contractor, those with more can expect 4-8 weeks for the review. Denver will not allow work to be covered up until the fire protection and fire alarm permits are received and the work is inspected.
2. The General Contractor shall ensure the fire protection contractor is aware of and complies with all comments on the Landlord approved construction drawings.
3. The General Contractor shall ensure that the fire protection subcontractor submits sprinkler shop drawings, hydraulic calculations, catalog cut sheets for all materials and Own• Owner's Certificate (ref. NFPA-13, section 4.3) including the Occupancy Details needed to ensure adequate protection, the occupancy details should include, but not be limited to, stored materials, storage height, storage arrangement (shelves, racks, mobile storage units), processes present, etc. to Global Risk Consultants. Approval must be obtained before the Contractor commences work.

Global Risk Consultants

Attn: Michelle Czarnecki / Simon Tenant Plan Review

6122 King's Way

Saugatuck, MI 49453

(269) 857-8198

Michelle.Czarnecki@tuvsud.com

4. Many tenant's spaces have more than one sprinkler main within the space. The Center Management shall designate the sprinkler main to be used.
5. 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.
6. The General Contractor shall contact Center Management no less than 48 hours in advance to schedule a sprinkler system drain down to tie-in the tenant system. The fee for the initial drain down to install the sectional isolation valve is due to the Landlord in the pre-construction meeting. Fees for any subsequent drain downs needed, will be collected in advance of the

drain down being performed.

7. 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 a.m. and 9 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.
8. Before a shutdown for final connection can occur, the system shall be hydrostatically tested to 200 lbs 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.
9. A minimum of two fire extinguishers must be located on the job site during construction.
10. Because the Center Sprinkler System is monitored by Center computer control, Contractor is cautioned not to tamper with the system.

Plumbing

1. 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.
2. 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.
3. 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.
4. **All new plumbing installations must include an end of line cleanout to allow the tenant's branch plumbing to be cleaned without removing the toilet.**
5. 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.
6. 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.
7. The Tenant Plumbing Contractor shall furnish and install a **DWYER Part # WNT-A-C-02-1** type domestic water meter in the Tenant space that reads in gallons. **This meter is to be provided by landlord's BAS service provider listed on page 3.** Such meter shall be located no more than **60"** above the finished floor and include shut-off valves. Meter and valves are to be always readily accessible. A remote reader may be used at owner's discretion.

8. Contractor will provide access panels to all Landlord's equipment, clean outs and shut off valves.
9. All supply water lines, exposed or concealed, shall be insulated. Ensure that this insulation material is plenum rated.
10. The General Contractor shall ensure that the plumbing contractor does not leave any uncapped or open sanitary or vent lines, etc.
11. Floor drains must be installed in all restroom floors.
12. All core drilling must be done before 9:00 a.m. or after 9:30 p.m., so as not to interfere with normal operation of the center.
13. Copper, steel, cast iron, or any other code-complying metal shall be used for all piping. Use of plastic (PVC) pipe is allowed below concrete slab only.
14. Plumbing Contractor shall be responsible for checking and insuring that there are no open taps, risers, stacks or branch lines prior to use.
15. **Contractor is required to rod and clean existing sewer lines back to Landlord's main lines before tenant will be allowed to open. Invoice for service or written notification from plumber and video of the full tenant branch line will be required as proof.**
16. **A Hot Work Permit must be completed with mall security prior to each incident of welding, soldering, brazing or cutting which involves extreme heat or open flame. No hot work may occur in an area where the sprinkler system is impaired.**

Storefront

1. 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 the configuration of the storefront.
2. 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.
3. All storefront gate key switches shall be concealed within the storefront design.
 - a. A door, smooth and flush, covered with adjacent surface material can be used.
 - b. All hinges shall be fully concealed from view. SOSS type hinges are acceptable.
 - c. Piano hinges, door hinges, or other visible hinges are not permitted.
4. Caulk, silicone, sealant, 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 the Landlord's tenant coordinator for approval.
5. Transitions between materials, angles, breaks, etc., shall be even and clean. The use of caulks, silicone, etc. to fill these transitions is not permitted.

6. 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 the project completion, repair cost will be deducted from the general contractor's construction deposit.
7. 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.
8. 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.
9. Storefront neutral piers (if required) shall be furnished and installed by the Landlord upon completion of demising wall.
10. The Tenant's General Contractor shall insure access to all Landlord equipment existing adjacent to the storefront or within the Tenant space.
11. 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.
12. Overhead grills which are wider than twelve (12) feet shall be motor operated.

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. 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. Paint color is Benjamin Moore & Co. Paint, G9-5070, mixed by Guiry's (303) 757-5435.
3. A doorbell must be installed at service corridor doors to alert Store Personnel of deliveries.
4. 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 codes. A sprinkler head is required in the vestibule.
5. 8'-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.

Special Note for 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.

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 that the public's welfare is compromised, all construction will be stopped. All means of egress must be clear and available at all times when the 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 area.
4. All information in this package (Tenant Construction) also hold true for remodeling. This includes all inspections by the Landlord's Facilities Department and local government inspectors

General Center Requirements

Deliveries

1. All delivery routes to the construction site will be designed by Center Management. The General Contractor shall ensure that all project subcontractors are aware of these routes. Coordinate delivery hours with Center Management.
2. Loading docks shall be used for all deliveries. The General Contractor shall verify door size openings from the service area to the construction site, to ensure that all types and sizes of materials can be delivered to the space. Center Management will designate the appropriate service area for deliveries.
3. Service areas shall be used only for loading and unloading construction materials. Any 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 delivery.
8. The General Contractor shall ensure that the responsible contractor shall clean any dirt, litter, or tire tracks left from deliveries. If clean-up is not performed within a reasonable time, center personnel will perform the work, and the cost at \$200 per hour will be deducted from the General Contractor's construction deposit.
9. The General Contractor shall have a mop, mop-bucket, and dust mop on the job prior to commencement of construction.

Security

1. **All contractors and their subcontractors working in the shopping center are required to check in at the security dispatch office to gain access to barricaded space by security officer. As well as checkout to let security lock the barricade.**
2. Access to roof hatches, telephone rooms, electric closets, etc. must be approved by Center Management and coordinated through Center Security. The Contractor shall be required to give the Security Officer his name, company, and reason for entering the secure area.
3. 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.
4. A final inspection by Center Management to approve barricade removal and to verify the completion of the pre-opening checklist is required. This inspection must be scheduled 48 hours in advance to the desired barricade removal. Copies of the completed building permit and/or the Certificate of Occupancy shall be presented to the management office before the inspection.
5. Inspections will take place during normal business hours, 8:30 a.m. to 5:00 p.m., Monday through Friday. Twenty-four hours (24) advance notice is required to request an inspection.

Inspections

1. Tenants work shall be subject to inspection by Center Management and other Landlord designated representatives at anytime during construction.
2. The Landlord has the right to stop construction to ensure public welfare, enforce Landlord rules and regulations or to discontinue business interruption to the shopping center and it's other tenants.

Sequence for opening:

1. Complete construction.
2. Fully clean store.
3. TCO – Receive Building and Fire Inspector for sign offs prior to receiving any merchandise.
4. Landlord Review to approve store readiness and approve barricade removal.
5. Remove barricade, clean store front, floor and neutral piers. **Barricade cannot be removed until the night before the store will open for business.**
6. Final Fire Inspection.
7. Final Building Inspection.

8. Landlord review for final punch list.

Sample Hot Work Permit

HOT WORK PERMIT

STOP!
Avoid hot work or seek an alternative/safer method, if possible.

This *Hot Work Permit* is required for any temporary operation involving open flames or producing heat and/or sparks. This includes, but is not limited to: brazing, cutting, grinding, soldering, torch-applied roofing and welding.

Instructions	Part 1 Required Precautions Checklist
<p>1. Firesafety supervisor:</p> <p>A. Verify precautions listed at right (or do not proceed with the work).</p> <p>B. Complete and retain Part 1. (Part 1A is for quality assurance documentation, if necessary.)</p> <p>C. Issue Part 2 to person performing hot work.</p>	<p><input type="checkbox"/> Available sprinklers, hose streams and extinguishers are in service/operable.</p> <p><input type="checkbox"/> Hot work equipment in good working condition.</p> <p>Requirements within 35 ft. (11 m) of hot work</p> <p><input type="checkbox"/> Flammable liquid, dust, lint and oily deposits removed.</p> <p><input type="checkbox"/> Explosive atmosphere in area eliminated.</p> <p><input type="checkbox"/> Floors swept clean.</p> <p><input type="checkbox"/> Combustible floors wet down, covered with damp sand or fire-resistive sheets.</p> <p><input type="checkbox"/> Remove other combustible material where possible. Otherwise, protect with FM Approved welding pads, blankets and curtains, fire-resistive tarpaulins or metal shields.</p> <p><input type="checkbox"/> All wall and floor openings covered.</p> <p><input type="checkbox"/> FM Approved welding pads, blankets and curtains installed under and around work.</p> <p><input type="checkbox"/> Protect or shut down ducts and conveyors that might carry sparks to distant combustible material.</p> <p>Hot work on walls, ceilings or roofs</p> <p><input type="checkbox"/> Construction is noncombustible and without combustible covering or insulation.</p> <p><input type="checkbox"/> Combustible material on other side of walls, ceilings or roofs is moved away.</p> <p>Hot work on enclosed equipment</p> <p><input type="checkbox"/> Enclosed equipment cleaned of all combustible material.</p> <p><input type="checkbox"/> Containers purged of flammable liquid/vapor.</p> <p><input type="checkbox"/> Pressurized vessels, piping and equipment removed from service, isolated and vented.</p> <p>Fire watch/hot work area monitoring</p> <p><input type="checkbox"/> Fire watch will be provided during and for 60 min. after work, including any break activity.</p> <p><input type="checkbox"/> Fire watch is supplied with suitable extinguishers, and where practical, a charged small hose.</p> <p><input type="checkbox"/> Fire watch is trained in use of equipment and in sounding alarm.</p> <p><input type="checkbox"/> Fire watch may be required in adjoining areas, above and below.</p> <p><input type="checkbox"/> Monitor hot work area for an additional three (3) hours after the 60-min. fire watch.</p>
<p>Hot work by</p> <p><input type="checkbox"/> Employee</p> <p><input type="checkbox"/> Contractor</p>	<div style="border: 1px solid black; padding: 5px; display: inline-block;">8653801</div>
<p>Date</p>	
<p>Job number</p>	
<p>Location/building and floor</p>	
<p>Nature of job</p>	
<p>Name (print) and signature of person performing hot work</p>	
<p>I verify the above location has been examined, the precautions checked on the Required Precautions Checklist have been taken to prevent fire, and permission is authorized for this work.</p>	
<p>Name (print) and signature of firesafety supervisor/operations supervisor</p>	
<p>Permit Expires</p>	<p>Date</p>
	<p>Time</p>
	<p>a.m.</p>
	<p>p.m.</p>
<p>Note: Emergency notification on back of form. Use as appropriate for your facility.</p>	
<p>To order additional hot work permits or other FM Global resources, order online 24 hours a day, seven days a week, at www.fmglobalcatalog.com.</p>	
<p>FM Global</p>	
<p>F2630 (REV. 6/06) Printed in USA (6/06) © 2003-2006 Factory Mutual Insurance Company All rights reserved.</p>	
	<p>Other precautions taken:</p> <p><input type="checkbox"/></p>

CONTRACTOR'S CERTIFICATIONS

Tenant

Space #

1. STATEMENT OF RECEIPT OF TENANT CONSTRUCTION MANUAL

I have received a copy of Cherry Creek Center's *Tenant Construction Manual* regarding general information, procedures, rules and regulations for Tenant construction at the Center. I understand the contents of the manual and that Center Management reserves the right to change or modify any of these policies at their discretion without notice.

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

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

2. STATEMENT OF ADHERENCE TO LANDLORD STRUCTURAL SPECIFICATIONS

I hereby attest that the structural modifications for the above referenced store will be executed in accordance with the Landlord approved structural drawings and specifications.

3. STATEMENT OF ASBESTOS FREE CONSTRUCTION MATERIALS

I certify that only ASBESTOS FREE materials will be used on the construction of this space.

4. CONSTRUCTION DEPOSIT

A certified check in the amount of \$ _____ to be used as a damage deposit has been received by Landlord. This deposit is to ensure the physical integrity of all Center property including, but not limited to, Landlord's soffit neutral piers, and floor tile, as well as cleanliness of adjacent spaces, corridors and docks. Upon completion of construction and the satisfactory completion of all items noted in Landlord's final inspection, the remainder of this bond will be refunded to the party issuing the check.

Acknowledged by: _____
Contractor Representative's Signature

Date

Received by: _____
Owner's Representative Signature Date

ACCEPTANCE OF PREMISE AND LEASE LINE TILE CONDITIONS

Tenant Space #

I have reviewed the conditions of the lease line at the time the space was turned over for construction.

_____ Landlord's mall tile adjacent to lease line is accepted as is having no damage. Landlord tile damaged during the construction process shall be purchased from owner at a cost of \$25.00 per tile and installed at contractor's cost.

_____ Landlord's mall tile adjacent to lease line has damage. There are _____ damaged tile. Specific tile are marked and photographed. Any further tile damaged during the construction process other than those specifically noted shall be purchased from owner at a cost of \$25.00 per tile and installed at contractor's cost.

_____ Photos taken of pre-existing damage to Landlord's tile.

Acknowledged by: _____
Contractor Representative's Signature Date

Reviewed by: _____
Owner's Representative Signature Date

Preconstruction Check List

Tenant Name: _____ Space # _____

Contractor: _____ Superintendent: _____
Name Cell Phone

In advance of preconstruction meeting:

- _____ PA/PD issued by Lease Administration
- _____ Drawings Received from Tenant Coordination (TC)
- _____ Review TC approved drawings – call out questions or concerns
- _____ Base building drawings reviewed for necessary access to utility connections, valves, clean outs, fire dampers, duct detectors, other mall equipment, expansion joints, etc...
- _____ **Tenant's Certificate of Insurance** (review coverage amounts and language)
- _____ **Contractor's Certificate of Insurance** (review coverage amounts and language)

Preconstruction meeting:

- _____ **Construction deposit** (\$3,000 for non-food use, \$5,000 for > 10,000 sqft or any food)
- _____ **W9**
- _____ **Facilities maintenance fee** (\$1,300.00 up to 25ft) (\$1,800.00 over 25ft)
- _____ **Trash/Open Top Fee** (mins. \$500 per 4 weeks, estimated based on construction schedule, total amount is determined and requested by the center per project)
- _____ **Fire Sprinkler Drain Down fee** (\$700/ drain down)
- _____ **Crane Lift fee** (\$600 / occurrence) - *Additional Insurance Required*
- _____ **Helicopter Lift fee** (\$800 / occurrence) - *Additional Insurance Required*
- _____ Copy of **Construction Permit**
- _____ Copy of **Subcontractor List**
- _____ Copy of **Project Schedule to include:**
 - _____ Construction Start Date
 - _____ GC turnover to Tenant Date
 - _____ Planned Store Opening Date
- _____ **Review TC Approved Drawings and Comments** with GC
- _____ **Review Construction Rules and Regulations** with GC
- _____ Document condition of lease line tile
- _____ Obtain necessary GC certifications and signatures
- _____ Turn over keys to GC
- _____ Post Notice of Non Responsibility
- _____ Transfer Xcel account to new tenant

PUNCH LIST for Final Store Completion of Construction

[Click here to enter text.](#)
enter text.

[Click here to enter text.](#)

[Click here to](#)

General Contractor

Tenant

Space #

Items not corrected by the tenant contractor within 30 days of store opening will be corrected by Mall Management and deducted from the contractor's security deposit.

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	Storefront clean and installed with good craftsmanship
<input type="checkbox"/>	<input type="checkbox"/>	Neutral piers and mall soffit are clean and all damage repaired
<input type="checkbox"/>	<input type="checkbox"/>	Soldier tiles are free of damage
<input type="checkbox"/>	<input type="checkbox"/>	Signage fabricated and installed in compliance with Landlord's approved sign shop drawings. Visible fasteners weep holes, or visible light sources and manufacturer labels are not permitted.
<input type="checkbox"/>	<input type="checkbox"/>	All construction completed per Landlord approved drawings, correspondence or comments
<input type="checkbox"/>	<input type="checkbox"/>	Proper access provided to all Landlord equipment including, but not limited to shutoff valves, duct detectors, fire dampers, plumbing clean outs, etc...
<input type="checkbox"/>	<input type="checkbox"/>	Proper access provided to all Tenant equipment including, but not limited to VAVs, KW heaters, water meters, water heaters, etc...
<input type="checkbox"/>	<input type="checkbox"/>	Water meter installed in an easily accessible and readable location within the leased premises; meter and remote (if applicable) have been verified as operational and in good condition.
<input type="checkbox"/>	<input type="checkbox"/>	No exposed unfinished edges of any materials permitted, for example; polish all marble edges, miter all joints, finish-veneer all raised plywood panels.
<input type="checkbox"/>	<input type="checkbox"/>	Provide flush transition at all changes in finish floor material. No reducer strips permitted
<input type="checkbox"/>	<input type="checkbox"/>	Sensormatic, security, customer counters and grille controls not visible at storefront
<input type="checkbox"/>	<input type="checkbox"/>	Battery packs on exit and emergency lights must be recessed or remote located above the ceiling
<input type="checkbox"/>	<input type="checkbox"/>	Rooftop equipment is labeled with the tenant's name and Space No. and painted per Landlord's specifications. All penetrations are to code.
<input type="checkbox"/>	<input type="checkbox"/>	Provide certification of Final Inspection Approval by City and County of Denver Building Dept.
<input type="checkbox"/>	<input type="checkbox"/>	Provide proof that the drains have been cleaned back to point of connection to mall mains.
<input type="checkbox"/>	<input type="checkbox"/>	Provide a certified air balance report.
<input type="checkbox"/>	<input type="checkbox"/>	Provide Hydrostatic Test Certificate and verification of temporary sectional valve removal.

<input type="checkbox"/>	<input type="checkbox"/>	Return Owner's original Notice of Non-Responsibility posting to Facilities Superintendent
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PUNCH LIST for Final Store Completion of Construction

Other items:

1. Click here to enter text.
2. Click here to enter text.
3. Click here to enter text.
4. Click here to enter text.
5. Click here to enter text.
6. Click here to enter text.
7. Click here to enter text.
8. Click here to enter text.
9. Click here to enter text.
10. Click here to enter text.

Contractor's Representative Signature

Date

Owner's Representative

Date

Tenant Construction Progress Record

CENTER NAME		PROJECTED OPENING DATE			
Cherry Creek Shopping Center					
TENANT		CONTRACTOR		SPACE NUMBER	
SUPERINTENDENT		FIELD PHONE		OFFICE PHONE	
Construction Deposit	List of Sub Contractors		Space Acceptance		Working Drawings
Building Permit	Certificate of Insurance		Meeting w/ Contractor		Construction Start Date:
Demolition	Start Date:		Completion Date:		WEEK OF

CONSTRUCTION STATUS:		Weight	%	Completed	Date	Initial
1	Rough plumbing	5				
2	Stab or topping poured	5				
3	Electrical power connected	5				
4	Demising wall installed	3				
5	Neutral pier installed	1				
6	Partitions laid out	5				
7	Firestop installed	2				
8	Issue VAV box and thermostat	1				
9	HVAC ducts run	5				
10	Interior electrical run	3				
11	Sprinkler pipe run	5				
12	Rolling grille installed	2				
13	Drywall partitions	5				
14	HVAC, electrical, plumbing inspections	2				
15	Return air opening completed	1				
16	Tape and spackle of drywall complete	3				
17	Hang ceiling grid	4				
18	Hang diffusers	2				
19	Hang light fixtures	3				
20	Frame out storefront	3				
21	Hang ceiling tiles	2				
22	Exit signs, emergency lights smoke detector	3				

23	Painting complete	5				
24	Carpet and tile installed	5				
25	Fire protection heads cut back	2				
26	Plumbing fixtures installed	2				
27	Sign installed	3				
28	Glass installed	3				
29	Complete storefront (finishes)	3				
30	Fire protection tied-in	2				
31	Final inspection (Fire Department)	1				
32	Final inspection (Building Department)	2				
33	Store merchandised	2				
34	Barricade removed (if applicable)					
Construction complete date:		100	0%			

Cherry Creek Shopping Center
VIOLATIONS / FINES

General Contractor: _____

Space #: _____

Received Date: _____

<input type="checkbox"/>	1. Smoking (only permitted outside 50 ft from entrance)	\$200
<input type="checkbox"/>	2. Working on unprotected mall property	\$200
<input type="checkbox"/>	3. Clogged drain lines	Cost to Repair
<input type="checkbox"/>	4. No Superintendent on job site	\$250
<input type="checkbox"/>	5. Parking in unauthorized area	\$200 (1 st violation) Towing (2 nd violation)
<input type="checkbox"/>	6. Trash in common area	\$100 per incident
<input type="checkbox"/>	7. Damage to mall (type: doors, tile, etc.)	\$___ plus cost of repair
<input type="checkbox"/>	8. Blocking loading dock	Tow plus \$500
<input type="checkbox"/>	9. Blocking back of house/Loading Dock	\$500
<input type="checkbox"/>	10. Using non approved subcontractor	Loss of Deposit
<input type="checkbox"/>	11. Unauthorized roof or closet access	Loss of Deposit
<input type="checkbox"/>	12. Cut WSHP Cable	\$1,000
<input type="checkbox"/>	13. Tie In to WSHP without approval	Loss of Deposit
<input type="checkbox"/>	14. Unauthorized dumping or cleanout	\$500
<input type="checkbox"/>	15. Unauthorized storage	Loss of Deposit
<input type="checkbox"/>	16. Using delivery carts with steel wheels	\$500
<input type="checkbox"/>	17. Setting up a work on common mall property	\$1,000
<input type="checkbox"/>	18. No radios of any kind, boom-box or headphones	\$200
<input type="checkbox"/>	19. Verbal abuse to Cherry Creek Center Personnel	Loss of Deposit & Construction shut down
<input type="checkbox"/>	20. Unauthorized slab coring	\$200 (1 st violation) \$500 (2 nd violation)
<input type="checkbox"/>	22. Eating in common area	\$250 (1 st violation) \$500 (2 nd violation) (removal from job site) (3 rd violation)
<input type="checkbox"/>	23. Violation of Noise Ordinance	\$1,000
<input type="checkbox"/>	24. Misc. fine at Cherry Creek discretion	
	Cleaning fee for common area	

\$

Total Amount of Fines: _____

Taubman superintendent: Paul Cisneros

Contractor Information: _____
