

Policies and Procedures for Tenant Construction



Fair Oaks Mall
Management Office
11750 Fair Oaks Mall
Fairfax, VA 22033

Taubman

The Taubman Company
Updated February 2024

Construction Prerequisites

The following items must be completed prior to the scheduling of preconstruction meeting. A Pre-construction meeting that includes the project superintendent who will be on managing the day to day construction is required. Any changes in the day to day management of the project will require prior approval of the landlord. The preconstruction meeting should take about an hour and we release the Tenant Approved plans to the tenant for use during construction upon completion of the meeting.

1. Create Construction Drawings supporting the work-related discipline to be stamped by an Architect and/or Professional Engineer and comply with Mall Design Criteria.
2. Submit Construction Drawings to Tenant Coordinator and Local Code enforcement entities to obtain building permits well in advance of the anticipated construction start date.
3. The complete set of Landlord Approved construction drawings must be reviewed by the tenant's general contractor before the pre-construction meeting. A set of approved landlord drawings shall be posted on the construction site at all times. When the space is completed, we ask the general contractor's drawing set to be left with the store for maintenance and repair trade reference.
4. Submit the Tenant's COI, Certificate of Insurance, with the sample Certificate of Insurance provided in the Attachments section of this manual. The COI must match **EXACTLY** all coverage and amounts in the template.
5. Submit the Contractor's COI, Certificate of Insurance, with the sample Certificate of Insurance provided in the Attachments section of this manual. The COI must match **EXACTLY** all coverage and amounts in the template.
6. Signed lease (PA Letter) from Taubman Leasing (Taubman provides this to the center in advance)

VERY IMPORTANT – We must review the COI prior to scheduling the preconstruction meeting. To prevent any delays, please review your COI against the template provided by the mall ensure that the following items are correct.

1. The coverage amount limits listed on the COI match what is required.
2. That all of the COI coverage's listed and match what is required.
3. That all of the additional insureds are listed correctly on the COI

Please email the General contractor and Tenant's COI's to <mailto:asylvain@taubman.com> and jromaine@taubman.com.

Last Updated: February 2024

Fair Oaks Mall Tenant Construction Policies and Procedures

Please make sure your insurance carrier indicates what company they are providing the COI for. Please be sure to review the COI for errors prior to it being submitted to us. It is the responsibility of the contractor and tenant to review the COI prior to it being submitted to us. Any incorrect COI's submitted could result in a substantial delay to the project.

Required Documents

Required Documents: The following documents **must** be brought with you to the preconstruction meeting with the center management staff. The preconstruction meeting will be cancelled and rescheduled if all of these items are not present at the beginning of the preconstruction meeting.

1. A demolition, framing, or building permit issued by Fairfax County.
2. Submit the Contractor's W-9 Form.
3. Submit a **certified check** made payable to: The Fairfax Company of Virginia, L.L.C. in accordance with the Facility Fee Schedule. Personal and Business Checks will not be accepted. We will not allow any work to start until we have collected all fees and necessary documentation required for the preconstruction meeting – no exceptions.
4. Submit a list of subcontractors used by the General contractor at the Pre-Construction Meeting to the Facilities Director and Tenant Coordinator.
5. Submit a detailed schedule for the construction project including: start date, completion date, store opening, construction activities, and durations/dates for all activities.
6. Submit the following forms:
 - a. General contractor Information
 - b. Premises Acceptance Form
 - c. Construction Deposit Form
 - d. Facilities Maintenance and Other Fees
 - e. Tenant Materials Use Agreement
 - f. Landlord Approved Construction Drawings and Rules and Regulations Acceptance Form

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General contractor Information

Tenant _____
Suite # _____
Company Name _____
Address _____
City / State / Zip _____
Office Phone _____
Fax Number _____

Project Manager _____
Email Address _____
Office Phone _____
Cell Phone _____

Superintendent _____
Email Address _____
Office Phone _____
Cell Phone _____

I acknowledge that I have reviewed and understand the Fair Oaks Construction Policies and Procedures manual.

Contractor Signature _____
Fair Oaks Facilities Reviewer _____
Date _____

Landlord Approved Construction Drawings and Rules and Regulations Acceptance Form

I hereby accept receipt of Landlord Approved Construction Drawings and Rules and Regulations from Tenant Coordination (SP&D) for the construction of the following tenant space. I also accept and acknowledge the open top policy as provided by the mall in the Policies and Procedures manual. I also acknowledge and will follow all municipality recycling requirements.

Tenant _____
Space Number _____

A copy of the Landlord Approved Construction Drawings and Rules and Regulations will remain on site at all times during construction.

Contractor's Signature _____
Contractor's Name Printed _____
Company Name _____
Date _____

Tenant Materials Use Agreement

Tenant _____
 Space Number _____

I hereby agree that only asbestos-free materials will be used or installed during construction. This determination of Asbestos-free shall be made in accordance with all applicable state and federal regulations and may be based upon data provided either by Safety Data Sheet (SDS), a certification by the manufacturer, or else by laboratory results. I also agree to immediately notify Tenant Coordination or Center Management in the event Asbestos Containing Materials are identified and agree to maintain/dispose of these materials in compliance with all applicable state and federal regulations.

No flammable or hazardous materials must be brought on-site without the knowledge and approval of the Facilities Director. Flammable materials must be stored outside the mall inside an appropriate cabinet approved for such materials. The cabinet must be kept locked at all times. Any flammable materials or hazardous materials must be accompanied by the appropriate SDS and must be initialed by the Facilities Director.

I further agree to follow all federal and local municipality regulations concerning recycling and proper disposal of waste materials.

Contractor's Signature _____
 Contractor's Name Printed _____
 Company Name _____
 Date _____

Facilities Maintenance & Other Fees

Tenant _____

Space Number _____

Check Number _____

Check Amount \$ _____

Check Number _____

Check Amount \$ _____

Check Number _____

Check Amount \$ _____

Contractor's Signature _____

Contractor's Name Printed

Company Name _____

Date _____

Construction Deposit Form

Tenant _____

Space Number _____

Received from _____, a certified check in the amount of \$ _____ to be used as a damage deposit to ensure the physical integrity of all Center property including, but not limited to, Landlord's soffit, neutral pier and floor tile as well as cleanliness of adjacent or designated spaces and corridors. Upon completion of construction and the satisfactory completion of all items noted in Landlord's final inspection, this bond will be refunded to the party issuing the check. Fairfax County of VA LLC can only refund the deposit to the entity issuing the check. This should match the W9 form.

Check Number _____

Check Amount \$ _____

Contractor's Signature _____

Contractor's Name Printed _____

Company Name _____

Date _____

Premises Acceptance Form

Tenant _____

Space Number _____

I hereby certify that I have inspected the above-referenced tenant space in the presence of the Tenant Coordination (SP&D) and or appointed representative. In particular, I have inspected the neutral pier(s), center flooring and soffit at the lease line and found them to be serviceable except as noted below. Furthermore, I agree to repair or reimburse Landlord for any damage caused by tradesmen or others under my supervision.

Noted Exceptions:

Contractor's Signature _____

Contractor's Name Printed _____

Company Name _____

Date _____

Security Requirements

A tenant or general contractor can hire our security guards for security services. You will need to contract directly with Allied Universal Security Services. You can contact Brian Carroll to arrange these services. Five (5) days' notice is required for scheduling security services.

Brian Carroll

Director of Security

Phone Number: 703-359-8309

Email: brian.carroll@aus.com

Security Rules

1. Contractor and all subcontractors will check in with Fair Oaks Mall Security before entering the location. **Security will require driver's license and issuing of identification badges daily.**
2. Fair Oaks Mall does not allow the propping open of any corridor doors, use of corridor doors outside the hours listed below. Select loading docks are unlocked and available for use from 5:00 AM until 10:00 PM.
3. The above requirement is intended to be utilized in conjunction with the contractor rules and regulations contained in this document, all contractors working at Fair Oaks Mall are expected to adhere to these requirements concerning sign in, ID badges, parking regulations, floor protection etc.
4. Access to barricades, roof hatches, telephone rooms, electric closet, etc. shall be coordination through center security.
5. 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.
6. The center hours of operation are normally 10 AM to 9 PM Access outside of normal hours shall be coordinated through security and authorized by the Facilities Director or Superintendent. Construction work is permitted 24 hours a day providing there are no disruptions to the center or adjacent tenants daily operation.
7. Conduct of all contractor involved with tenant construction is the responsibility of the general contractor. Rude, disrespectfully of the general contractor. Rude, disrespectful or loud behavior will not be tolerated. The general contractor shall ensure that all requests by Facilities Director or Tenant Coordinator shall be completed with immediately. Absolutely no alcohol, drugs, or weapons are permitted on center property.
8. All lunch breaks, coffee breaks, etc. by contractors shall be confined to the construction site. Any contractors seen lounging in the common area will be asked to move into the construction site.

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9. All contractors are required to wear appropriate construction clothing and protective equipment. It shall be understood that shirts, safety shoes, hard hats, long pants, etc. will be worn at all time.

Insurance Requirements

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY) 01/01/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Agent/Broker Name Agent/Broker Address	CONTACT NAME: Agent contact's name PHONE (A/C, No, Ext): 555 555-5555 FAX (A/C, No): 555-555-6666 E-MAIL ADDRESS: Agent contact's email address INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Insurer Name Here INSURER B : Insurer Name Here INSURER C : Insurer Name Here INSURER D : INSURER E : INSURER F :
INSURED Vendor/Contractor Legal Name Vendor/Contractor Address	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	1234567	01/01/2013	01/01/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$
	GENL AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 1,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY			SAMPLE TENANT CONTRACTOR CERTIFICATE			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$		
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$		
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$		
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			2345678			EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 1,000,000		
	DED RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			3456787			<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A		E.L. EACH ACCIDENT \$ 1,000,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000		
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Location - Fair Oaks Mall
 Fairfax Company of Virginia L.L.C. and The Taubman Company LLC are designated additional insureds per form # CG 2026 07/04 (Additional Insured - Designated Person or Organization)
 Waiver of subrogation applies in favor of additional insureds. Coverage is primary and non-contributory to any other insurance available to the additional insureds.

CERTIFICATE HOLDER Fairfax Company of Virginia L.L.C. c/o Fair Oaks Mall 11750 Fair Oaks Fairfax, VA 22033	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p>FAIRFAX COMPANY OF VIRGINIA, L.L.C.</p> <p>and</p> <p>THE TAUBMAN COMPANY LLC</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.

Preconstruction Meeting

It is the Landlord's intention to ensure a smooth and steady construction process for each tenant. The tenant's construction drawings must go through an extensive examination and review process to confirm compliance with the landlord's criteria. During the Pre-Construction meeting the general contractor will be made aware of the tenant/landlord relationship and the obligations the general contractor has while acting as tenant's construction agent. Any concerns should be addressed at this time.

All preventive measures outlined at this meeting can save time and money in the long term. A pre-construction meeting between Facilities Director or Superintendent and the general contractor is a scheduled meeting. Arrangements must be made at least 72 hours in advance so that the Facilities Director or Superintendent can arrange its staff and coordinate the meeting.

Specific requirements will be discussed during the pre-construction meeting. The general contractor involved with construction is fully aware of all information contained in this manual.

1. The landlord approved construction drawings will be reviewed during this time. The general contractor will be made aware of all general and written comments on these drawings. All comments shall be incorporated into the actual store construction. One set of these approved documents must be kept on the job site at all times.
2. A copy of the pre-opening construction completion list will be provided identifying punch list issues that must be corrected prior to store opening. This document will be used throughout construction to identify deficiencies that must be corrected.
3. Complete the lease line inspection and acceptance forms with Facilities Director or Superintendent.
4. Landlord's "Construction Rules" sign board must be posted in tenant space at all times.
5. Site Specific information (**see addendum**).
6. Contractor shall provide a full time superintendent to be on the job site throughout all phases of the construction of the tenant's premises.

General Rules

The following rules and procedures shall be strictly adhered to during all phases of tenant construction:

1. It is the sole responsibility of the General contractor to read and follow all notes and specifications on the Taubman tenant approved construction drawings and approved tenant specifications prior to the start of the job. The general contractor shall be solely responsible in arranging all meetings, inspections and other coordination issues called out on the approved Taubman construction drawings that require the Facilities Director. These requests should be made 24-48 hours in advance of the requested inspection or coordination date.
2. Construction shall comply in all respects with applicable Federal, State, County and/or Municipal Statutes, Ordinances, Regulations, Laws and Codes.
3. Tenants, Tenant Contractors, and their employees are expected to act in accordance with any and all regulations established by Center Management.
4. All rooftop equipment and support steel shall be approved by Landlord and painted in accordance with the Landlord's finish schedule.
5. Tenant's installing rooftop equipment shall identify such equipment with Tenant's name and space number on black plastic sign stock with white engraved characters.
6. Workers are not allowed to carry tools, construction material or other equipment through the Mall Common Area unless approved by the Facilities Director or Superintendent.
7. Landlord's Right to Stop Construction: Landlord reserves the right to stop construction at any time for safety or aesthetic reasons, and if a Contractor or Subcontractor's representative violate the rules and policies contained in this manual.
8. Construction Site Signage: shall be limited to include permits, safety, work rules, and all other required signage or as approved by Facilities Director or Tenant Coordinator. This signage is not to be visible from the common area.
9. Hot Work Permit: any burning, cutting, welding, grinding, braising etc. must be accompanied by a mall provided Hot Work Permit prior to any work being undertaken.
10. The delivery and transportation of large fixtures and equipment must be coordinated with the Facility Director or Superintendent 72 hours prior to arrival.
11. The loading docks may not be used as work, staging or storage areas. Deliveries must go into the tenant space or in mall arranged storage.
12. No music is permitted in tenant spaces.
13. Pallet jacks and pallets are not permitted into the service corridors or mall at any time.

14. No loud noises or work that impacts other tenants or customers may occur during center business hours.
15. Tenant and General contractor are responsible for all existing and “as is” conditions within the tenant space. The approved tenant plans notes must be followed at all times – excuses such as “that is not how we found it” or “that was an existing condition” are not valid and will not be accepted.
16. The tenant and general contractor are solely responsible for all layout and preconstruction coordination efforts including site surveys.
17. All requests to the management office for information concerning the construction documents, construction field issues, or any other construction related matters *must* be submitted in writing to the Facilities Director in order to receive a response.
18. Storage of construction materials and tenant items. The mall does not allow POD storage units, C-Containers, job site trailers, or storage of any kind in the mall parking areas or anywhere else on site. Tenants or contractors needing storage may rent storage from the mall management office on a first come first service basis. Please contact mall management to inquire about availability of storage.
19. The tenant general contractor is responsible for cleaning the freight elevator each morning after its use.
20. Absolutely no deliveries through any of the customer doors at the mall entrances. All deliveries need to go through the loading dock and service corridors closest to the tenant spaces. GC is responsible for cleaning the mall tile for any deliveries they may have that cross the common area mall flooring.
21. All exceptions must be approved in writing by the Facilities Director or Superintendent.

Doors and Deliveries

1. Mall and elevator doors are not to be propped open at any time. Security, facilities and cleaning personnel have been instructed to remove door stops or wedges. Damage to doors will be charged to the contractor.
2. All mall doors are secured after normal business hours, materials scheduled to be delivered or the removal / installation of construction or demolition material requiring the use of mall doors after hours or doors other than the loading dock doors requires the hiring of mall Security. This agreement needs to be in place prior to scheduling any work.
3. All construction materials for tenants must be brought through the back door, using the designated service elevators and corridors. This will be known as the receiving route and will be designated during your meeting with mall management.
4. If a Tenant’s space has no back door, materials, concrete and store fixtures may be brought through the front door of the tenant barricade after authorization by mall management. However, the common area floors must be PROTECTED and CLEANED by the contractor 60 minutes prior to opening. The use of a pallet jacks is not allowed, all

materials must be broken down on wheeled dollies or carts before entering. (All wheeled vehicles must have non-marking pneumatic wheels/tires)

5. Deliveries of construction materials will not be allowed through any public entrance 60 minutes prior to opening.
6. If the delivery route is over an expansion joint, a ½' sheet of 4' x 8' plywood or underlayment is required to cover the expansion joint and floors from damage.
7. For delivery of oversized fixtures or materials unable to be routed through existing service entrance (alternative solutions) must be arranged with mall management in advance and requires hiring mall security.
8. Service Area loading docks are to be used for unloading equipment and materials only. If a vehicle is left unattended for fifteen (15) minutes or more, it will be towed.

Tools

1. No wheel barrows, lifts, or hard wheeled vehicles are permitted within the common (All wheeled vehicles must have non-marking pneumatic wheels/tires).
2. Tools and construction materials must be transported using the service elevators only.
3. Use of escalators, center court and other passenger elevators are STRICTLY PROHIBITED.
4. Tools and construction materials must be stored in the tenant's space at all times and are not allowed to be stored in the mall or service areas at any time. The use of gas and propane equipment is prohibited.

Parking

1. Contractors may use the mall loading docks for loading and unloading only. All construction vehicles must be parked in the lots on the outside of the ring road. At no time will the contractors be allowed to park in the fire lanes.
2. Contractors parking in unauthorized areas will be subject to towing at the vehicle owner's expense. See posted signs. Parking in these areas is not permitted. If left unattended for a minute or more, it will be towed.
3. Contractors and subcontractors' vehicles must be parked in the outer portion of the parking lot closer to the ring roads. Vehicles found parked closer to the center or in parking decks are subject to being towed.

Construction Personnel Conduct

1. Construction workers, tenants and tenant contractors are expected to act in accordance with any and all regulations established by mall management.

2. Abuse, disrespect or insulting action toward customers, fellow workers or Fair Oaks personnel will not be tolerated. Contractor's should not be in the mall common area, traverse the common area, smoke at entrances, exits, landscape areas, or use common area toilet facilities.
3. Workers with debris on clothing or on their person must be removed before workman leaves the construction site.
4. Tenant Contractors in violation of any rules will be subject to forfeit all or a portion of the security deposit and a complete construction shutdown.
5. If fees are assessed for any violation during the course of construction and the retained amount reaches less than 10% of the initial required deposit amount all work must cease. The general contractor needs to supply center management with the required balance to bring the deposit back to the originally agreed upon amount.
6. The mall interior and roofs are a smoke free environment. Smoking is allowed only in designated areas.

Mall Property and Equipment

1. Only Fair Oaks personnel are authorized to use trash & cardboard compactors, trash carts, dollies, tools, lifts and equipment. All work will be done within the confines of the tenant's barricaded space. No work will take place in the common area of the mall which includes service corridors.

Rubbish/Debris Housekeeping

1. Contractors must deposit rubbish only in the contractors open top dumpsters. Only the mall approved waste hauler, **RWS Facility Services**, open top dumpsters can be used. A tarp should be used to cover the dumpster and discourage use by others. No salvaging of debris shall be permitted on-site. No debris is permitted around the dumpster and the general contractor shall call to empty the dumpster, so it does not overflow. If the Facilities Director or Superintendent are required to call for the dumpster to be emptied, the general contractor will be fined.
2. Provisions must be made to ensure all dirt and other construction-related debris is kept within the construction area. The threading of pipe and cutting of other construction material may be permitted in service docks with prior approval from the Facilities Director and protection the protection of dock finishes. Mall management requires the use of walk-off mats and filtered return air ducts and fire dampers during all phases of demolitions and construction.
3. If excess noise or odors are identified by mall management Personnel to be coming from the construction site, the general contractor will take immediate action to rectify the situation. This is especially important during mall operating hours. Repeat offenses will result in fines.

Waste Removal/Trash

1. Construction trash/debris can create safety and fire hazards. The general contractor will ensure that the construction site is policed daily and ensure debris is removed to provide a safe, sanitary construction site.
2. Debris will be confined to the Tenant's leased premises. Holding or storing trash in exit corridors, adjacent to tenant spaces, service areas, or other areas will not be permitted. Trash found in these areas will be immediately removed. If the general contractor fails to comply, mall management will remove the trash. The cost for removal will be deducted from the general contractor's security deposit. The general contractor will coordinate the use of trash dumpsters with mall management.
3. The mall trash compactors in the service areas are not designed to accommodate construction trash and debris. Use of these compactors is not permitted.
4. Mall management is not permitted to lend out mall tools or cleaning equipment. We ask that contractors not jeopardize the employee's position by asking to borrow such items.
5. Obtain approval for open top dumpsters and exact placement instructions from Fair Oaks Mall management. A space below has been provided for you to write this down as you will be required to provide these exact placement instructions when calling in to order your open top.
(Example: outer G parking lot on concrete pad, or outer K parking lot.)
6. Once approval from Fair Oaks Mall has been given along with exact placement instructions, please call the **RWS Facility Services** at (470) 531-0018 x243 or 610-358-3400) between the hours of 8:00AM - 4:30PM EST to order the open top. This is the **ONLY** number you should call for requesting an open top at Fair Oaks Mall. You will need to provide the dispatcher with the exact placement instructions as well as contact information and must provide at least 24hrs notice when placing a request for delivery. Once your open top is delivered. You are **REQUIRED** that you place a sign in front of your open top labeling it as being "for your construction company". Due to the limited space in the open top placement areas, this will ensure that no other contractor utilizes your open top and that the hauler is servicing the correct open top with no service delays to you. All requests for open tops will require prepayment in the form of a credit card. This prepayment covers the final removal of the Open top, as the final removal is inevitable. The charge is a flat rate which covers all applicable costs (delivery, fuel charges, taxes, haul and disposal)
7. When the Open top requires emptying please call the same number, (470) 531-0018 x243 or 610-358-3400 to request the container be emptied and returned. All empties on open tops will require prepayment by credit card before the empty and return can occur. You must provide a 24hr notice to have the open top container emptied. Same day service cannot be guaranteed. Please plan ahead.

8. If your open top fills up before you have requested to have it emptied, then please contact the **RWS Facility Services** (470) 531-0018 x243 or 610-358-3400 to request it to be emptied. At NO time, is it acceptable for you to use another open top on property unless it is confirmed to be yours, as it is someone else's open top. Do not fill your open top over the top of the container as that will prevent it from being hauled, which will cause delays in service, extra fees, and you will need to get a 2nd open top so you are able to off load the 1st one into the 2nd. At no time should any refuse be placed on the ground or in any service courts. If you require more than one open top then please order more than one open top. Once you are finished with your open top, please contact the **RWS Facility Services** office at (470) 531-0018 x243 or 610-358-3400 to request the open top to be removed. Because of prepayment this final removal has been paid for and there is no prepayment required. Once the request has been made for the open top to be removed please allow 24hrs for removal.
9. Please note we will not turn over possession of a space or conduct a pre-con. meeting without a confirmation number from Waste Management's office below.
10. **Failure to adhere to the above instructions will result in your open top being removed AT YOUR EXPENSE without notice.**
11. **PLEASE SEE FAIRFAX COUNTY'S RECYCLING REQUIREMENTS FOR CONSTRUCTION MATERIALS.**

THE FACTS

About Proper Disposal of Fluorescent Bulbs:

- Fluorescent and HID (high-intensity discharge) bulbs contain mercury.
- When fluorescent bulbs are thrown in the trash, mercury enters our environment and affects both wildlife and humans.
- A single broken fluorescent bulb can contaminate as much as 7,000 gallons of water.
-  on the label means the bulb contains mercury and should be recycled or managed as hazardous waste.

About Using Fluorescent Bulbs:

- Fluorescent bulbs are **VERY** energy efficient – 75% more efficient than incandescent bulbs! Also, they last 5-10 times longer.
- Using fluorescent bulbs will help lower your electric bill.

- Managing fluorescent bulbs prevents pollution in your local environment which is good for your business and your community.

BE A COMMUNITY LEADER - MANAGE YOUR FLUORESCENT LIGHT BULBS!

THE LAW

- Federal and state laws and regulations **require** the proper management of hazardous wastes generated by businesses and institutions. Fluorescent bulbs are considered to be hazardous wastes.
- Businesses that properly manage fluorescent bulbs are eligible for reduced environmental regulatory requirements and environmental liability that may be associated with the improper disposal of hazardous wastes.
- For more specific information concerning the laws that regulate the disposal of fluorescent light bulbs in Virginia, visit: www.deq.state.va.us/waste

WHAT SHOULD YOU OR YOUR BUSINESS DO?

- 1) **Develop a strategy** for managing your fluorescent light bulbs.
- 2) Go to www.knowtoxics.com to find out how to better manage your fluorescent light bulbs.
- 3) **E-mail your local waste management specialist** (info@knowtoxics.com) if you need technical assistance in developing a management strategy.
- 4) **Educate your maintenance staff** about how to implement the management strategy. Inform them of the importance of recovering all light bulbs that have the  symbol.

RECYCLING - IT MAKES GOOD BUSINESS, COMMUNITY AND ENVIRONMENTAL SENSE!



For More Information on the Proper Management of Fluorescent Bulbs Visit:

www.knowtoxics.com

4-6 2016

Premises Acceptance Walk Through

1. Utility Tie-In Locations
 - a. Smoke Detector (if applicable)
 - b. HVAC Connections (if applicable)
 - c. Sprinkler main and tie in location
 - d. Fire Alarm (if applicable)
 - e. Domestic Water
 - f. Sanitary Line
 - g. Kitchen Waste (if applicable)
 - h. Vent Line (if applicable)
 - i. Toilet Exhaust Vent (if applicable)
 - j. Telephone Service
 - k. Electric Service
 - l. Gas Line (if applicable)
2. Lease Line location – Review Landlord’s LOD drawings
3. Existing Conditions
 - a. Mall Soffit
 - b. Lease Line Tile
 - c. Neutral Piers
 - d. Service Corridor, Service Area, Dumpster Location, Service Elevator, Overhead doors
4. Designated Loading Dock and Routing of Material Deliveries
5. Project Specific meters and devices
 - a. VAV Box (s) – mall superintendent will direct type to purchase
 - b. Temperature Sensor – see Facility Fee Schedule
 - c. VAV Box Control Wire – Contractor Responsibility (contractor needs to work with requirements provided by center required VAV company)
 - d. Fire Dampers (if applicable) (not supplied by Landlord) - Contractor Responsibility
 - e. Electric Meter: Size: 100 Amp – see Facility Fee Schedule
 - f. Water Meter: Size: 1 inch – see Facility Fee Schedule (water meter must be piped back to BAS control box)
6. Metal Corner Guards – 4” wide metal corner guards from floor to 7’ above finished floors.
7. Premises Acceptance Form:
 - a. Demolition and/or construction can cause unintentional damage. To protect both parties from any damage claims, representatives of the Landlord (Facilities Director or Tenant Coordinator.) and general contractor will inspect the tenant space before construction. Existing conditions within the tenant space and the adjacent area will be inspected and noted with the date on the Premise

Acceptance Form. From this date forward, the general contractor will be responsible for protecting the listed items and any other areas the general contractor or subcontractor occupy.

Barricades

1. The mall furnishes, installs and removes the barricade. The barricade will be installed prior to the tenant and contractor coming on site, and no action is required.
2. The barricade is set out approximately 12" from lease line and/or storefront depending on the storefront design and conditions. The General contractor is responsible for moving the barricade back and forth as needed for their work (the barricade is simple and easy to move as it as modular Alluset barricade system) Please note per the Fire Marshal there must be a minimum of 10' between the barricade and any kiosk, handrail assembly or planter in the mall during mall operating hours. Mall entrance corridors must maintain a minimum of 20'.
3. If there is no corridor or back door to be installed, the landlord will install a door in the barricade. This door shall be kept shut during the time the center is open to the public. The GC is responsible for the lock to it.
4. Barricade fee is included in the Facilities and Maintenance Fee based on the following chart

Facility Fee Schedule *without applicable tax (1)*

Fee Schedule Established - 12.31.13

Year	Sprinkler Shutdown Fee per shutdown	Facility Fee store front up to 25ft	Facility Fee store front over 25ft	Crane Lift (2) minimum fee	Helicopter minimum fee
2022	\$625	\$1,200	\$1,600	\$525	\$725
2023	\$650	\$1,250	\$1,700	\$550	\$750
2024	\$700	\$1,300	\$1,800	\$600	\$800
2025	\$725	\$1,400	\$1,900	\$625	\$825
2026	\$750	\$1,475	\$2,000	\$650	\$850
2027	\$800	\$1,550	\$2,100	\$700	\$900
2028	\$850	\$1,625	\$2,150	\$750	\$950
2029	\$900	\$1,700	\$2,300	\$800	\$1,000
2030	\$950	\$1,800	\$2,400	\$850	\$1,050

- Tax** will need to be added to fees listed above within
- (1) applicable states
- Crane Lift** fee is chargeable to anchor stores, however REA will need to be
- (2) verified
 - (3) **Other facility related fees** that your center may charge that are not included within this schedule can continue to be charged based on your discretion. **Drywall barricades** can be set based on your local associated expenses
- Rules & Regulations** document will need to be updated to reflect the new
- (4) fees on an annual basis

5. All tenant barricades must remain in a clean, plumb, upright, and sealed condition. The area between the barricade and store front area must be encapsulated and sealed with Polyethylene/polypropylene sheet (Black 10 mil or greater) and be secured with low adhesive or gaffer's tape.
The Polyethylene/polypropylene sheet must not be visible from the mall common area.
6. Barricades for tenant spaces having front door must be secured and locked each night and kept closed during mall hours by contractor. Services corridor doors must also be locked. Tenant spaces already having a back door will not receive a barricade door unless special considerations are made.
7. The storefront barricade cannot be removed prior to construction completion or store opening. Please contact mall management for the relocation or removal of barricades.
8. Barricade graphics require center approval for content and application method to mall barricades. Graphic submittals need to be scaled to represent the actual look on barricade. Please provide center with the details of how you intend on installing it over the mall's barricade system. We ask this so that our barricades, which are reused, do not suffer damage or have residue left on them. You will need to submit the method of attachment to the barricade. The adhesive cannot leave a residue or permit the graphic to separate from the barricade. Fines will be assessed for graphics falling of the barricade. Tenant is responsible for barricade cleanup if residue is left on the mall barricade when it is taken down. Often, store front signs cannot be installed without opening / remove portions of the barricade, all store front signs need to be installed outside of mall hours, normally 10:00 PM to 9:00 AM.
9. Tenant conducting construction after mall opening shall have use of a temporary barricade. The tenant shall reimburse Landlord for use of such barricade. Contractor will be assessed a fee for any damages necessitating replacement or repairs. The barricade will be placed no further than 3' off the designated lease line into the common area.

10. When barricades are installed flush to store front the tenant contractor may move the barricade out three feet from the lease line for work on the storefront. This shall be accomplished in a stable and professional manner and under the supervision of Center Management. The barricade must remain rigid, squared and plumb throughout store construction.
11. All tenant barricades must remain in a sealed condition during all phases of construction. Contractor shall encapsulate the storefront opening with polyethylene/polypropylene sheet (10 mil thick) to ensure that no construction dust enters the common area and be secured with gaffer's tape. This polyethylene/polypropylene sheet shall not be visible from the mall common area. If it becomes necessary for Center Management personnel to clean the area in front of the store during construction because of time and material expended on the cleanup, fines will be assessed.
12. All storefront mall flooring inside the barricade MUST be covered by plywood or Masonite to prevent damage to the flooring. The tile is no longer available.
13. If the space has a service corridor door, the door must remain closed at all times and locked when vacant. Dead bolts and pad locks are not permitted on egress doors when occupied.
14. No signage is allowed on the barricade except that which is approved or installed by the Landlord.
15. The Landlord will replace damaged fire rated barricade panels at the cost of \$200.00 per panel. All other damage will be assessed by its replacement cost.
16. Upon completion of the job and following removal of the barricade, it is the contractor's responsibility to paint the soffit above the tenant's space (see material and paint specifications), repair the decorative neutral piers, and make all floor tile repairs BEFORE the barricade can be removed.

Demolition (if applicable)

1. Demolition shall not interfere with the daily operation of adjacent tenants or center common areas. Be aware of work that may cause excessive vibrations, which can damage to adjacent tenant spaced and/or surrounding areas.
2. Remove all existing electrical, mechanical, plumbing and other utilities and equipment to the source. Do not abandon any unused equipment.
3. Demolition materials will be removed in wheeled containers to contractor's dumpster(s), Facility Superintendent will determine exact location dumpsters may be placed at the far ends of centers parking areas.
4. Before any demolition is to occur, all return air openings and fire dampers must be individually and completely encapsulated in one continuous filter media rated at a minimum of a MERV8 and completely sealed or closed off so no debris enters the return

air plenum of other stores or the malls return air system. Fines will be assessed if not installed prior to demolition.

Noise & Odors

1. If excessive noise or odors are identified by the tenant coordinator, the general contractor will cease such operations immediately. The general contractor is encouraged to schedule all noise and odor portions of the project during hours the mall is closed.

Concrete

1. The general contractor is required to be present during the concrete pouring process to ensure that concrete contractors is aware of and complies with the following requirements:
2. Routes into mall from concrete truck shall be designated by the Facilities Director or Superintendent.
3. All concrete pours shall be scheduled with the Facilities Director at a minimum of 72 hours in advance.
4. Cables on the upper level floor must be located using ground penetrating radar or ultrasound before any penetration is made. Penetrations through the upper level floor must be core drilled or saw cut. Such penetrations shall be inspected and approved by the Facilities Superintendent. 1- 3/8" deep.
5. Layout of any "new" tenant spaces on grade shall be performed in accordance with the Landlord's space layout. The concrete slab must be made ready to fully accept the bottom track of the demising wall.
6. Concrete trucks must be located outside of the curb around the perimeter of the building or at designated loading dock. No trucks will be allowed on the sidewalks or curbs.
7. All concrete contractors shall put down polyethylene/polypropylene sheet and plywood along the route the concrete is carted 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 or existing concrete sub.
9. No concrete carts or wheelbarrows will be allowed through the main center entrances at any time.
10. Concrete trucks are absolutely forbidden to wash out or dump any unused concrete on any portion of the center property.
11. Only electric powered concrete buggies are allowed within the building
12. Floors on grade: All slabs on grade shall consist of concrete with a minimum strength of 3,000 PSI, a minimum 4" thickness with 6" x 6", W1.4 WWF. Steel reinforcing and a black

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polyethylene/polypropylene sheet vapor barrier (minimum 10 mil) on compacted fill. Tenant shall provide additional sand fill and/or remove excess as required. A petroleum based (bituminous) coating shall be applied at the base of all steel columns. Floor will have a smooth troweled finish with a sealed, painted or epoxy finish if no floor covering is used.

13. Supported floors: A depressed area 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.
14. 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.

Required Upper Level Restaurant Floor Waterproofing System Procedure

1. Seal **ALL** floor penetrations (including pipes, sleeves, etc. in the walls) with **P-110**.
2. Top coat the above by pouring 2 part **Mule Hide Pourable Sealer** around **ALL** floor penetrations and over cracks.
3. Install the **Protect All Flooring**. The membrane must be installed a minimum 3" up on the walls.
4. Facilities Superintendent must inspect, photograph, and approve installation before tile installation.
5. Flood test floor for a minimum of two hours. Facilities Superintendent must be present. The mall does not conduct flood testing on weekends – no exceptions

Manufacturers

Master Seal P-110 Polyurethane Sealant

<https://www.master-builders-solutions.basf.us/en-us/products/chemical-resistantcoatings/masterprotect-p-110>

Mule-Hide Products Pourable Sealer A-400-W Finish Coat (2-component liquid)

<https://www.mulehide.com/Roofing-Products/p/A400WMasonryWallCoating>

Protect All Wet Area Flooring

https://protect-allflooring.com/protect_all

Required Mercantile Toilet Room Floor System Procedure

1. Seal ALL floor penetrations (including pipes, sleeves, etc. in the walls) with NP-1.
 - a. Degussa Sonneborn NP-1 Polyurethane Sealant
 - b. http://www.chemrex.com/documents/np1_tdg.PDF
2. Install the Laticrete Waterproofing Membrane System 9235. The membrane must extend a minimum 3" at the floor/wall joint.
 - a. Laticrete
 - b. <http://laticrete.com/sellSheets/A12019235.pdf>
3. Use of the mall waterproofing contractor not required – however it is suggested.
4. Facilities Superintendent must inspect, photograph, and approve installation before tile installation.
5. Flood test floor – area must dammed and filled with 2" of water. The area will then be monitored for leaks for 2 hours. The Facilities Superintendent and our mall engineering rep. must be present to witness. The General contractor is responsible for setting up testing area and schedule of testing with FS.

*All lower level tenants are required to apply the Laticrete Waterproofing Membrane System 9235 at the floor/wall joint only.

Demising Walls

1. Only when approved by leasing the landlord will install 4" or 6" 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 packed 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 of floor structure above. Verify stud dimensions and gypsum board thickness, layers, and orientation before building walls.
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 the Facilities Director or Tenant Coordinator.
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. The general contractor shall schedule "new" demising wall installation with Facilities Director or Superintendent. Floor conditions must be level and structurally sound to accept the bottom metal track.
5. Areas above the ceilings are 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 install landlord specified fire dampers at tenant contractor

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expense or secure these openings with screening specified by Facilities Director or Tenant Coordinator.

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 neutral piers at the storefront. The general contractor shall repair any damage to the landlord's neutral pier (or soffit) caused by demolition of construction before store opening.
8. Any expansion joint shall be incorporated into walls if an expansion joint exists within the space. Since demising walls are fire rated, the general contractor shall verify code requirements with the local building department. Landlord approval is required for the aesthetic treatment of any expansion joint details.

Service Doors/Rear or Side Exit (if applicable)

1. Rear service/exit doors and frames shall be commercial grade, "B" label construction with a minimum size of 7'-0" high x 3'-0" wide. 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. All door shall have welded joints, secured into wall framing, wall to frame gaps caulked and painted with oil based paint to match landlord finishes for corridors.
2. After installation of service/exit door, tenant shall restore service corridor to original condition.
3. Service/exit door shall be finish painted a color specified by landlord and labeled by the landlord at 60" AFF centered engraved sign with store name as specified by Center Management.
4. A doorbell must be installed at service corridor doors to alert store personnel of deliveries. Doorbells must be push button type incorporated into a stainless-steel Cover plate that is mounted to a recessed wall switch work box.
5. A recessed vestibule is required. This vestibule is considered to be part of the service corridor assembly and must be constructed in compliance with the applicable construction codes. A sprinkler head and recessed light are required in the vestibule.
6. 4" wide metal corner guards from floor to 7' above finished floors to have rounded corners and returns in the vestibule. Secured with pan head Phillips screws to match existing. Vestibule walls shall be restored to original fire rated condition with plywood wainscoting.

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. Tenant, at its expense, shall furnish and install a complete electrical service from landlord's secondary distribution equipment to a point within the leased premises. This work shall include, but not to be limited to, installing landlord specified disconnected switch at landlord's distribution equipment and conduit and conductors of sufficient capacity of tenant's requirements. Contractors will be one continuous run from the disconnected to tenant's disconnect. The type and size of the electrical service will be as specified on the landlord's approved construction drawings. Facilities Director or Superintendent will designate location of the power source to the space and required labeling. The general contractor and tenant coordinator should walk the route to verify the methods of attachment, support, penetrations, etc. This will be same for telephone and music services.
3. 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 of up to 3' for finish connections only.
4. Temporary power may be available from a source designated by Facilities Director or Superintendent. Any temporary electrical wiring located outside the leased premises shall be placed in a metal casing. All temporary wiring used during construction (e.g. phone, power, service, etc.) shall be in conduit and removed before project completion.
5. All circuit panels must be balanced. Balancing will be verified by Facilities Director or Superintendent and electrical contractor.

Floor/Deck

1. All penetrations through any concrete floor slabs must be coordinated with Facilities Director or Superintendent. Core drilling, saw cutting, and jack hammering, bush hammering, chipping, etc., are not permitted without prior approval. The general contractor must perform a field survey of the area below and proposed floor penetration to verify the existence of any electrical, mechanical, etc., equipment. Trenching is forbidden on the second floor of the mall.
2. Any penetrations through the supported floor slabs must have steel, water-tight sleeves. The sleeve penetration and area surrounding this point shall be made waterproof. Verify with tenant coordinator the approved type of waterproofing material and landlord designated waterproofing contractor. All toilet room floors are to be waterproofed with an elastomeric membrane. Waterproofing must extend a minimum of 6' up all wall surfaces.
3. All kitchens, food preparation and serving areas must have a waterproofing membrane. Waterproofing membrane shall be installed by the landlord designated contractor at tenant expense or by tenant contractor as per Mall management's specifications.

4. Floor drains are required in all toilet room and kitchen areas. The floor shall be sloped to the drain to ensure proper drainage.
5. Access for core drilling into lower level spaces must also be coordinated with the tenants currently in the adjoining space. The tenant has the right to dictate the hours the work can be done, can require the hiring of staff or security at the general contractor's expense and may also require the area be restored to preexisting condition.
6. Some on-grade slabs contain conduit/piping for telephone, electrical, plumbing, etc. Coordinate any cutting and drilling through slabs with tenant coordinator. A detection survey may be required.
7. No trenching of supported floor assemblies is permitted. Coring must be coordinated with Field Coordination Staff.
8. Trenching any deeper 1-3/8" is not permitted on the second level of the mall.
9. Transitions between dissimilar floor materials shall be smooth and flush. The use of transition or reducer strips is not permitted.
10. 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.
11. Mall floor tile may be available for repairs to match existing mall floor at the storefront. Such tile shall be available with tenant approval of the Facilities Director or Superintendent. The general contractor will reimburse Facilities Director or Superintendent the applicable charge of any replacement tile required.

Ceilings

1. Ceiling construction cannot be attached to the center's finished soffit, floor or roof deck above, as these components are not designated 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. 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.
3. Maintain access to all tenant and center equipment above the ceiling per all codes and maintenance requirements. Coordinate access panel locations with tenant coordinator, the building inspector, and landlord approved construction drawings.
4. The maximum ceiling clearance will be designated on the landlord's space layout. If tenant desires ceiling elevations higher than those permitted, relocation of plumbing, electrical, mechanical, fire protection, etc. will be at tenant's expense. Use of center's subcontractors may be required.
5. 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.

6. Do not remove or relocate any existing support hangers.
7. Building Heights: (see addendum)

Gas (if applicable)

1. A gas manifold has been provided. Superintendent shall direct the general contractor on the routing, type of support, etc., for this piping.
2. Locations of gas manifolds: (contact landlord).
3. Exposed pipes in parking facility and service areas shall be painted to match adjacent surfaces or to match identify piping purpose (yellow for natural gas) and they shall be protected from damage with barriers or bollards.
4. Enclosure requirements should be verified with the local government agency. Vented shafts, chases, etc., may be required along the route.

Hazardous Materials

1. The identification, handling, and disposal of hazardous materials, as determined by federal, state, county, and/or city statutes, ordinances, regulations, laws and codes, are the responsibilities of the general contractor.
2. The Facility Director will request manufacturer safety data sheets (MSDS) on certain materials, especially floor tile and adhesives (mastic). The general contractor shall ensure that all materials used in the store construction are identifiable, the MSDS's are already available (on the job site), and the applicable MSDS sheet is provided to Facilities Director or Superintendent
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

1. The general contractor shall ensure that the HVAC/mechanical contractor is aware of and complies with all comments on the landlord approved construction drawings.
2. Placement of any mechanical equipment in the roof shall be scheduled with Facilities Director or Superintendent. The design loads of the roof typically do not support loads greater than 25 PSF. Plywood laid across the roof with a "moon buggy" supporting the unit is a minimum. Loads greater than 200 pounds will require a crane and/or helicopter.
3. HVAC equipment that produces a discharge or requires 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 Facilities Director or Superintendent.

4. All roof equipment (new or used) shall be painted (see addendum). Each piece of equipment will be labeled with store name and space number on two sides each facing the roof hatch and high monitor roof. Engraved plastic signage is required black with white characters.
5. All process exhausts, hood exhausts, equipment vents and other contaminate exhausts when permitted by landlord shall discharge vertically to the atmosphere, 20' distance cannot be achieved. This may also be true for longer distances as each location is field coordinated.
6. Provide clear access to all equipment in ceiling space.
7. Contractor will provide access panels to all landlords' equipment and shut off valves.
8. If required, ceiling plenum unit heaters will have a thermostat set at 55° F.
9. When the system is ready for startup, Facilities Director or Superintendent shall be notified at least 24 hours in advance, allowing time to schedule an operational inspection. The system shall be 100% operational before store opening.

Tenant stores in centers with VAV based HVAC supply systems

1. An air-balance of the system must be performed by an independent temperature controls contractor as required by Facilities Director or Superintendent with a certified air-balance report submitted to Facilities Director or Superintendent before the store opens. The general contractor's deposits will not be processed for return until this report is received.
2. Facilities Director will direct contractor on what type of VAV variable air volume (VAV) to purchase if an additional or replacement is needed. The terminal box (s) and temperature sensor (s) and temperature sensor (s). will be coordinated between the tenants HVAC contractor, the tenants GC, and Mid-Atlantic Controls Corp.
3. Facilities Director or Tenant Coordinator 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.
4. 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.
5. The center's HVAC system supplies air to various areas of the center and tenant spaces. Attachments into the supply-air after grand opening occur when the system is off. Typically, the units are off between the hours of 10 PM and 7 AM. Verify times with tenant coordinator.

Plumbing

1. The general contractor shall verify that the plumbing contractor is aware if and complies with all landlord comments on the landlord's approved construction drawings.
2. Facilities Director or Superintendent 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's contractor is responsible for making penetrations through the concrete slabs. Penetrations must be made through water tight sleeves - 4' above finished floor and are subject to the approval of Facilities Director or Superintendent.
4. Work requiring access into adjoining tenant spaces shall be negotiated by the general contractor through Facilities Director or Superintendent with the appropriate store manager and/or owner. Any damage caused by this work shall be corrected by the general contractor at his expense.
5. 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 Facilities Director or Tenant Coordinator after demolition.
6. The tenant plumbing contractor shall install a landlord specified domestic water meter, (meter needs conduit installed back to the BAS control) in the tenant space that reads in gallons. Such meter shall be located no more than 3 ft. above the floor and include shut-off valves. Meter and valves are to be accessible at all times and not obstructed with tenant improvements, equipment, etc.
7. All supply water lines, exposed or concealed, shall be insulated. Ensure that this insulation material is plenum rated as necessary.
8. The general contractor shall ensure that the plumbing contractor does not leave any uncapped or open sanitary or vent lines, etc. Unnecessary clean-up can be costly and offensive.
9. Floor drains must be installed in all restroom floors.
10. Food Service floor drains must have proper air gaps or anti-siphon valves and have metal removable strainers installed.
11. All food sink drains must have air gaps or anti-siphon valves and have removable metal strainers installed.
12. Water Heaters and storage tanks shall be located and connected so as to provide access for observation, maintenance, servicing and replacement.
13. All core drilling must be done outside of operating hours so as not to interfere with normal operation of the center.
14. Copper, steel, or cast iron or any other code-complying metal shall be used for all piping. Use of plastic (PVC) pipe, if approved by the Facilities Director, shall be as defined on landlord approved construction documents. PVC shall not be used in the plenum space between the first and second levels unless it is properly fire wrapped per fire code.
15. When construction is complete, all sanitary lines shall be "routed out". Written notification, indicating date and time shall be provided to Facilities Director or Superintendent before barricade is removed.

Roof Deck

1. The general contractor shall coordinate any work that requires modifications to the existing roof with Facilities Director or Superintendent. The general contractor must use the center's roofing contractor for all roof modifications. The general contractor shall ensure that all applicable subcontractors (i.e., HVAC, mechanical, electric, etc.) are aware of the roof requirement.
2. Tenant general contractor shall contact the landlord's roofing contractor (see addendum), to arrange for any penetrations required through the landlord's roof. No other contractors are allowed to make roof penetrations.
3. Typically, any openings in the roof greater than 12' x 12' require steel reinforcing. This steel shall be installed before cutting the roof. Drawings showing the roof framing must be approved by landlord's structural engineer.
4. 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 Facilities Director or Superintendent.
5. Pipes, conduit, ducts, antennas, or other equipment shall penetrate vertically through the roof directly to the serviced equipment below. Any material installed horizontally across the roof is subject to immediate removal.
6. Antennas are permitted on the roof as identified in the lease or only after a 'roof access agreement' has been executed between the landlord and the tenant
7. This includes satellite dishes, music dishes, and any other transmission or receiver devices. These units must not be visible from the exterior of the mall and installed to meet national, state, and local building codes.
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 of removal of debris, equipment, etc., is performed by center management.
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 tenant subcontractor will be deducted from the general contractor's construction deposit
10. Any use of crane or helicopter must be coordinated through Facilities Director or Superintendent.
11. Equipment placed on the roof shall not be visible from any location on the center site or perpetual property. Coordinate equipment placement with Facilities Director or Superintendent.

Smoke Detectors (if applicable)

1. All life safety requirements associated with the tenant's construction are based on the initial code review of the base building. Smoke detector, smoke exhaust, egress routes, etc. are unique to this center. Any tenant system that requires attachment to the center systems shall be coordinated with Facilities Director or Superintendent. The general contractor and his subcontractors shall be aware of all comments on the landlord approved construction drawings.
2. Changes to the base building life safety system may require a life safety inspection by the local building inspectors.

Sprinkler System

1. The general contractor must use the facilities fire protection contractor and ensure the design complies with all comments on the landlord approved construction drawings. All plans must be approved before tenant's opening.
2. The general contractor shall ensure that the fire protection subcontractor submits drawings to the landlord's insurance underwriter (see addendum). Approval must be obtained before tenant opening.
3. Many tenant spaces have more than one sprinkler main within the space. The tenant coordinator shall designate the sprinkler main to be used.
4. 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.
5. The sprinkler system is monitored by the local department, center security, and various alarm companies. Contractors must not tamper with these systems.
6. The general contractor shall contact tenant coordinator not less than 72 hours in advance to schedule a sprinkler system drain down to tie-in the tenant system. For information on sprinkler drain down fees and any special requirements (see Facilities Fee Matrix).
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 7:00 AM and 9:00 AM Sprinkler systems must be charged and reported back in service no later than 9:30 AM Earlier drain downs can be arranged.
8. Before a shut down for final connection can occur, the system shall be hydrostatically tested and made ready for tie-in. The general contractor shall schedule a date and time for the system shut down, which shall be scheduled a minimum of 72 hours in advance with tenant coordinator. A copy of the approved hydrostatic test will be given to tenant coordinator prior to connection to the sprinkler main.

9. A minimum of two (2) fire extinguishers must be located on the job site during construction. Hard hats and other safety equipment must be available for visitors.
10. All workers must sign in and out of Security Dispatch daily and must obtain Contractor badges to wear while at the center. Badges must be returned to Security Dispatch daily. Failure to return badges will result in fines.

Sprinkler Criteria

1. Sprinkler heads are to be a mix of central ½ in orifice, GB- upright, pendent and sidewall, heads, Grinnell, 17/32 in. orifice, Model A extended coverage horizontal sidewall sprinklers, central concealed, ½ in orifice GB4-FR pendent heads. All the sprinkler heads noted above are Factory Mutual Research Approved. The Viking Model HQR-2 is not approved.

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 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, roof, purlins, piping, or neutral piers.
3. All storefront gate key switches shall be concealed within the storefront design. Cover plates surrounding the cylinder lock shall be minimized in size and finished to match adjoining storefront finishes.
4. Caulk, 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 landlord's tenant coordinator for approval.
5. Transitions between materials, angles, breaks, etc., shall be even and clean. The use of caulks, sealant, corner trim, 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 tenant coordinator. If these items are not addressed before project completion, repair cost will be deducted from the general contractor's construction deposit.
7. Storefront construction may not extend beyond the lease line or permissible projection area 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. Advance notice of Sign Installation is required to Facilities Director and Superintendent.
9. The tenant's general contractor shall insure access to all landlord equipment existing adjacent to the storefront or within the tenant space.
10. The tenant's general contractor is responsible for final cleaning of the storefront, neutral piers and floor tile at his storefront prior to opening.
11. Overhead grilles which are wider than twelve (12) feet shall be motor operated.

Structural Modifications

1. Structural modifications to the center require approval from the landlord's structural engineer. Penetrations in decks, bearing walls, etc., greater than 12" x 12" require structural reinforcing before commencing work. It is imperative that the structural work be coordinated in advance with the tenant coordinator.
2. Those tenants desiring to make changes to the base building structure must submit to the landlord drawings and specifications from a certified engineer for approval. (Refer to lease agreement exhibit "B")
3. The following conditions are applicable:
 - a. Duct shaft penetrations.
 - b. Exterior wall penetrations
 - c. Extra ordinary loads (i.e. safes, vaults, transformers, water heaters, mezzanines, etc.).
 - d. Relocation of structural members. (see tenant handbook for load limitations on the upper levels)
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. should not be modified by the contractor unless specifically noted on the landlord's approved construction drawings.

Telephones

1. The contractor must coordinate all cabling requires existing the tenant space to the demarcation location through the center's telecommunication and data partner. (see required contractor list)
2. All telephone cables outside the tenant premises shall be in conduit.
3. At least 1" EMT conduit is required from tenant space to landlord's telephone room.
4. Access to landlord's telephone room is through the safety department via approval by Facilities Director or Tenant Coordinator.

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Deliveries

1. All deliveries routes to the construction site will be designated by Facilities Director or Superintendent. The general contractor shall ensure that all project subcontractors are aware of these routes Coordinate deliveries with Facilities Director or Superintendent.
2. Loading dock 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. Facilities Director or Superintendent 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 Facilities Director or Tenant Coordinator, deliveries will be permitted through the center common area during Non-Mall Hours normally after 9:00 PM and before 9:00 AM.
5. Delivery carts used in center shall be equipped with non-marking pneumatic tires. Pallets Jacks, carts and hand trucks with hard or 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 ½" sheet of 4' x 8' plywood is required to cover the expansion joint.
6. Escalator and passenger elevators are not designated to transport gang boxes, ladders, carts or other construction materials. The general contractor shall ensure that subcontractors are aware that escalators and passenger elevator 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 written authorization from Facilities Director or Tenant Coordinator is required before delivery.
8. The general contractor shall ensure that any dirt, litter, or tire tracks left from deliveries shall be cleaned by the responsible contractor. If clean-up is not performed within a reasonable time or 30 minutes before mall hours, center cleaning personnel will perform the work and, the cost will be deducted from the general contractor's construction deposit.

Inspections

1. Tenants work shall be subject to inspection by Facilities Director or Superintendent and other landlord designated representative at any time 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.

Stocking/Merchandising

1. The landlord cannot be responsible for tenant's merchandise. Merchandise may not be stored outside the confines of the leased space.
2. Debris associated with merchandising must be discharged in the waste dumpsters designated by Facilities Director or Superintendent. Refuse and cardboard dumpsters are available for tenant use not contractors use, when the tenant signs up for service by center's designated contractor.
3. Facilities Director or Tenant Coordinator will designate the loading dock and route from dock to space.

Store Opening Inspection

1. The store must be 100% completed, fully cleaned and ready for business before the barricade is scheduled to be removed. This means the day before at 2 PM. The general contractor will coordinate a walk through with Facilities Director or Superintendent before project completion to define deficiency corrections. The pre-opening construction completion checklist will be reviewed at this time ensure that all landlord issues and deficiencies have been corrected prior to store opening.
2. A final inspection by Facilities Director or Superintendent to schedule barricade removal and to verify completion of the pre-opening checklist is required. This inspection must be scheduled 72 hours in advance of the desired barricade removal. A copy of the completed building permit and/or the Certificate of Occupancy shall be presented to the management office before the inspection.
3. The general contractor's construction deposit will not be processed for return until an air balance report and all landlord issues are resolved. Allow at least thirty (30) days for processing return of construction deposits.

Pre-Opening Punch List Completion Checklist

Tenant _____ Space Number _____

- Repair damage to Landlord's mall soffit and neutral piers.
- Clean Storefront
- No exposed unfinished edges of any material permitted, for example; polish all marble edges, miter all joints, and finish veneer all raised plywood panels.
- Relocate/conceal all mechanical devices and grille controls, not to be visible at storefront
- No visible Sensormatic, security, or customer devices permitted.
- Battery packs on exit and emergency lights must be recessed or remote-located.
- Provide flush transition at all changes in finish floor materials. No reducer strips permitted.
- Signage is to be 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.
- Service door and vestibule are finished and painted per Landlord's specifications.
- Rooftop equipment is labeled with the tenant's name and space no. and painted per Landlord's specifications.
- Provide air balance report
- Provide Hydrostatic Test Certificate.
- Water and electric meter installed in an easily accessible and readable location within the leased premises.
- See back for additional comments.

Tenant VAV Checklist

Tenant Name: _____
 Tenant Space Number: _____
 Contractor Name: _____
 Contractor Contact: _____ Phone Number: _____
 Startup Date Request: _____ Startup Time Requested: _____

Startup dates should be scheduled 5 working days in advance. If less than 5 days' notice is given all scheduled startups shall be scheduled Monday through Friday between 8:00 AM and 5:00 PM.

Item	Yes	No
VAV is installed		
VAV box and junction box are readily accessible		
All cable is in conduit		
All cables marked at each end and legend is attached to VAV cover		
Temperature sensor is installed from VAV to junction box		
The VAV is powered and circuit breaker lock is installed		
Test and balancing vendor is scheduled for same time to provide K-factor and balance		

Any delays or return trips due to either the above work not being complete will result in additional charges at the rate of \$75.00 an hour plus a \$15.00 trip charge if personnel are not already on site.

Signed: _____ Date: _____

VAV Notes

1. Tenant VAV Terminal Unit: VAV units are single duct, cooling only enviro-tec no SDR. VAV unit has an access panel on bottom-provide adequate clearance for servicing. Provide a minimum of 3'-0" clearance on side of VAV to access electric service and controls. The VAV terminal units shall be furnished by the landlord at tenant's expense and shall be installed by the tenant's contractor. Final connections at the VAV Box controller shall be made by the landlords BAS contractor at the tenant's expense.
2. Temperature Sensor: Temperature sensor to be wall mounted. Locate temperature sensor in an area not obstructed from air circulation. The temperature sensor shall be furnished by the landlord at tenant's expense and shall be installed by the tenant's contractor. Refer to attached temperature sensor wiring diagram for proper wiring terminations.
3. Junction Box: Junction box painted orange located above the ceiling for termination of tenants LAN/BAS wiring. All wiring must be installed in ¾" conduit. Final connections to landlord LAN/BAS system shall be performed by the landlords BAS contractor at the tenant's expense. Tenant's contractor shall install ¾" conduit and wire between VAV unit and junction box access to junction box through ceiling must be provided and maintained.
4. 120V-1 Power: A 120V-1 power circuit shall be provided to the VAV terminal unit by the tenant's contractor provide a dedicated circuit with locking mechanism on circuit breaker- coordinate with electrical
5. Disconnect switch: Provide a disconnect switch adjacent to VAV terminal unit for servicing equipment-coordinate with electrical.
6. LAN/BAS conduit & wiring: LAN/BAS wiring shall be installed in ¾" conduit. The final connection at the junction box shall be made by the landlords BAS contractor at the tenant's expense. LAN/BAS wiring must be purchased from landlord in tenant field office.
7. Temperature sensor conduit & wiring: Temperature sensor wiring shall be installed in ¾" conduit. Temperature sensor requires a standard 2' x 4' electric box mounted vertically. Wiring must be compatible with temperature sensor & VAV terminal units. Refer to the attached drawings for making wiring terminations to the temperature sensor. Temperature sensor wiring must be purchased from landlord in tenant field office.
8. Discharge supply Ductwork: Discharge supply duct to be rigid galvanized sheet metal ductwork. No flexible ductwork is allowed. Discharge supply ductwork shall be installed or lined.
9. Inlet Supply Duct: Inlet supply duct to be round rigid galvanized sheet metal ductwork, flexible ductwork is not allowed. Inlet duct shall be approximately 3' to 5' straight into box and must be the same size as inlet diameter connection to VAV unit. Inlet supply air

duct shall be externally insulated. Tenant contractor shall utilize the 16" taps provided within each tenant space. No additional connections to main tenant supply duct are allowed. If additional taps (s) are required, tenant must engage the landlord's approved contractor for this work.

10. Toilet exhaust fan or FAN/ light combination with associated toilet exhaust vent piping shall be furnished and installed by the tenant's contractor. Connect to landlord's toilet exhaust main.
11. 24' x 24' fire diameter shall be furnished by the landlord and installed by tenant. All at the tenant's expense. Quantities to be determined by the landlord.

Tenant Construction Manual Addendum

Landlord's Tenant Coordinator:

The Role of the Tenant Coordinator is to serve as liaison between Landlord and the Tenant, Tenant's architect and Tenant's Contractor. All plans and correspondence concerning Tenant's construction are to be submitted to the Landlord's Tenant Coordination Department.

Taubman Tenant Coordination Department:

200 East Long Lake Road, Suite 300

P.O. Box 200

Bloomfield Hills, MI 72303

Phone: 272-258-6800

Fax: 272-258-7301

Online Design Requirements: <http://tenantcoordination.taubman.com/fair-oaks/>

Mall Management:

Fair Oaks Mall

11750 Fair Oaks Mall

Fairfax, VA 22033

Phone: 703-359-8309

Fax: 703-591-6548

Facilities Director: Tony Sylvain <mailto:asylvain@taubman.com>

Facilities Superintendent: Preston Guiher, pguiher@taubman.com .

Building Information:

Construction Type: IV Non-combustible/Fully Sprinkled

Zoning Classification: Mercantile

Building Heights:

First to Second Floor: 17'-3" Height to underside of structure +/- 15'-4" Second

to Roof: 19'-9" Height to underside of structure +/- 16"-6"

Allowable Ceiling Height: 11'-6" Floor Construction:

First Floor: 4" concrete slab with a minimum strength of 3,000 psi reinforced with 6"x 6" W2.9 x W2.9 welded wire mesh in upper 1/3 of concrete on vapor barrier (10 mil minimum).

Second Floor: 4" concrete on composite metal deck. Tenant to install 1" concrete in depressed areas at storefront.

Design load: First level, 125 lbs/sf maximum Second level, 100 lbs/sf maximum

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Fair Oaks Mall Tenant Construction Policies and Procedures

Demising Wall Construction:

One layer 5/8" gypsum board tenant side only 4" metal studs @ 16" OC (25 gauge)

Service Corridor Vestibule Required:

It is required. One layer of 1/2" fire-retardant plywood 4"- 0" high, with 4" metal corner guards 8' high to be installed inside service vestibule recess to match Landlord corridor finish.

Utility Service and Point of Connections**Non-Refundable Charges (plus tax):**

Facilities Maintenance Fee: Facility Fee Schedule

Electrical Charge if needed: Facility Fee Schedule Crane Charge: Facility Fee Schedule Helicopter Charge: Facility Fee Schedule

Materials Charge: Facility Fee Schedule

Landlord Required Materials:

Soffit Color: P16 Flat from Sherwin Williams (Confirm with Mall Mgmt.)

Rooftop Unit Color: Dyco 288-0717, Benjamin Moore 055-01/5 Fire

Caulk: Elastomeric FS3005

Metal Corner Guards: M&J Materials, Vic Birskeel, 813-752-9500

Frequently Asked Questions

The purpose of this section is to help you understand the most common obstacles in preparing your drawings, obtaining a building permit and constructing your store. The goal is to assist you in scheduling your timely store opening so when the lease is signed construction can start.

What are the most common delays in the store opening process?

1. Have you hired an architect? Is the architect currently preparing drawings prior to the lease being signed? If so, great and verify that the architect has prepared a drawing schedule in order to confirm that your store opening process is on track. If not, we strongly suggest that you hire an architect to start drawing. Otherwise, notify your leasing agent immediately so they can make suggestions to getting started before the lease is signed.
2. Verify that your Architect is experienced working and preparing drawings in the city that your build out will be. This is very critical to the success of obtaining a timely plan review.
3. Have you hired a General contractor? It is strongly recommended during the permit process that you begin the bidding process of selecting a General contractor so that when the permit is ready the GC can pick up the permit and begin the construction process.

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4. It is required that your architect perform an on-site survey of your premises per Exhibit 'B' of the lease. Not performing such survey can cause unwarranted delays during construction as a result of un-noted 'as is' field conditions.

What is required to start construction?

1. You must have a building permit.
2. You must have a fully executed signed lease. If not, contact your leasing agent immediately.
3. You must have Landlord approved drawings and premises delivery.

What does the General contractor need to know?

1. The GC should obtain and review Center specific Rules and Regulations for the center prior to submitting final project cost to the tenant, as this document may have relevant cost impact on the project.
2. General contractor must contact the Facility Director at least (72) hours in advance to schedule a Pre- Construction Meeting prior to starting construction.
3. All insurance, deposits, fees, etc. must be provided no later than the preconstruction meeting. Come prepared. Copy of the building permit will be required prior to start of construction, including GC's completion schedule.
4. Contact all Landlord required contractors to perform specific work in the center as soon as possible. It is the tenant contractor's responsibility to schedule the work.
5. Verify that all fixtures requiring U.L. labels are identified with the U.L. rating. The lack of U.L. labels can cause delay in getting final electrical inspection approvals. Issues have arisen with imported fixtures from other countries not being U.L. rated. The fixture(s) must be inspected and certified by the Electrical Inspector before 'final' electrical is issued.

Note: If there are conflicting regulations, rules, etc. please address to the attention of the Facilities Director or Tenant Coordination for clarification.

Required and Preferred Contractors

Landlord Required Controls Contractor:

Mid-Atlantic Controls Corp.

8511 Oakview Avenue

Richmond VA, 23228

804-262-5154

Point of Contact – Will Wells

wwells@midatlanticcontrols.com

Landlord Required Roof Contractor:

Function Enterprises, Inc
(703) 569-2422

Landlord Requirements for Fire Alarms - Device Installer (Installation Only)

(Smoke detectors required only in suites beginning with the letter A or B) .

Check with Facilities Management for fire alarm requirements.

Landlord Required Sprinkler Contractors - General contractor must use one of the two.

VSC Fire & Security Inc.
7708 Fullerton Street
Springfield, VA 22153
(703) 584-2200

Cavalier Fire Protection, Inc.

14522-G Lee Rd.
Chantilly, VA 20151
Joseph P. Amberger
Office 571-931-1004
Fax 571-931-1010
Cell 703-929-3413

Landlord Fire Alarm Contractor

Castle Sprinkler & Alarm
5114 College Avenue
College Park, MD 20740
(301) 927-7300

Electricity is sub-metered by Landlord

Tenant shall purchase a demand type electric meter (if required) from Landlord supplier:

ISTA North America
Ron Runkles E-mail: rrunkles@ista-na.com
(847) 838-3090 Cell # (847) 553-6901

Gas

Washington Gas Phone: (703) 750-5920

Telephone & Internet Service

Granite: www.granitenet.com Phone: (866) 847-5500 (required by landlord)

Governing Agencies

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Building Department: County of Fairfax www.co.fairfax.va.us/gov/dem
Hours of Operation M-Th: 8 am – 4 pm F: 9:15 am – 4 pm
Herrity Building, 12055 Government Center Parkway, Fairfax, VA 22035

Fire Prevention Plan Review – (703) 246-4800
Permit Application Center – (703) 222-0801
Building Plan Review – (703) 222-0114
Commercial Inspections – (703) 324-1910
Inspection Requests– (703) 222-0455
Zoning – (703) 222-1082

LL Structural Engineer
Anita Granger DESAI
NASR CONSULTING ENGINEERS, INC.
6765 Daly Road
West Bloomfield MI 48322
Tel (248) 932-2010 x29

Sprinkler Insurance Reviewer
(Sprinkler Drawings)
Global Risk Consultants

Facility Fee Schedule

Fees (all fees are subject to change and must be in certified funds – no company checks!)

Facility Fee Schedule *without applicable tax (1)*

Fee Schedule Established - 12.31.13					
Year	Sprinkler Shutdown Fee per shutdown	Facility Fee store front up to 25ft	Facility Fee store front over 25ft	Crane Lift (2) minimum fee	Helicopter minimum fee
2022	\$625	\$1,200	\$1,600	\$525	\$725
2023	\$650	\$1,250	\$1,700	\$550	\$750
2024	\$700	\$1,300	\$1,800	\$600	\$800
2025	\$725	\$1,400	\$1,900	\$625	\$825
2026	\$750	\$1,475	\$2,000	\$650	\$850
2027	\$800	\$1,550	\$2,100	\$700	\$900
2028	\$850	\$1,625	\$2,150	\$750	\$950
2029	\$900	\$1,700	\$2,300	\$800	\$1,000
2030	\$950	\$1,800	\$2,400	\$850	\$1,050

Tax will need to be added to fees listed above within applicable states

(1) **Crane Lift** fee is chargeable to anchor stores, however REA will need to be verified

(2) **Other facility related fees** that your center may charge that are not included within this schedule can continue to be charged based on your discretion. **Drywall barricades** can be set based on your local associated expenses

Rules & Regulations document will need to be updated to reflect the new fees on an annual basis

(4)

- Please do not send any fees to the mall in advance of the preconstruction meeting. All fees should be handed over at the time of the preconstruction meeting by the appropriate tenant and tenant contractor parties.
- All fees should be separate checks.

We will not allow any work to start until we have collected all fees and necessary documentation required for the preconstruction meeting – no exceptions

Construction security deposit is \$5,000.00 – (certified funds or cashier check only) payable to The Fairfax Company of Virginia, L.L.C. from the contractor working on the project. This must come from the General Contractor – the tenant or owner cannot provide. The deposit is 100% refundable upon satisfactory completion of the project by the mall. The construction deposit will only be released after all the post construction requirements have been met.

Non-refundable facility maintenance fee (certified funds or cashier check only). This is not a barricade fee. We use the storefront length to determine the maintenance fee. See the table above for current fee rate.

If a store is remodeling and the plans to stay open during the remodeling and a barricade is not required, we will still collect the facility maintenance fee from the general contractor or tenant.

Submit funds for the non-refundable smoke evacuation test fee as needed (certified funds or cashier's check only) \$750.00 This test is only required for tenant suites beginning with the letter A or B (example B-200) Please check the tenant suite number.

Temporary locking shutoff valve fire sprinkler installation:

- For the initial/final Landlord system drain downs (Fees are per drain down-regardless of the purpose). This is due at the time of the drain down request in certified funds (must be either cashier's check or certified funds if the GC is providing) Va. Sprinkler may submit a company check – Cavalier usually will not do this – and the GC must pay.
- All other system drain downs \$575.00 – per drain down M-F Refilled and in service by 9:45 am

Removal of barricades from the store front without authorization from Fair Oaks Management. - \$400.00 plus damages and reinstatement costs.

Cleaning and trash removal fines: \$160.00 per man-hour (2-hour min).

Neutral Pier laminate repair - 5" X 144" - \$100.00 each.

Opening of the J Entrance Mall Promotional Doors - \$425.00. These doors are the ones used for deliveries of oversized items. Scheduling of the doors requires 24 hour notice. We do not open these doors during the mall operating hours. These doors are for lower level deliveries only. It is the responsibility of the GC to ensure that materials required for the job can be delivered and installed in the tenant space. No deliveries shall be made through the mall customer doors.

The contractor must give Fair Oaks Mall 72-hour notice before any crane lifts.

Satellite TV antenna installation – The installation must be approved prior to the work occurring.
Satellite TV fee – (in certified funds) \$500.00

Damaged Barricade Panel - \$200.00 per panel.

Mall Tile: \$95.00 per 12" x 12" tile + (labor for milling)