



INTERNATIONAL MARKET PLACE

MALL MANAGEMENT HANDBOOK, 2.1.17

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CONSTRUCTION RULES AND REGULATIONS

CONSTRUCTION PREREQUISITES

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

INTRODUCTION

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

BEFORE COMMENCING WORK, TENANT'S GENERAL CONTRACTOR MUST:

1. Schedule the pre-construction meeting and report to the Landlord's on-site representative with a copy of the City permitted plans and the building permit. Tenant Coordinator will provide at the pre-construction meeting, a copy of the approved Landlord plans. The Landlord approved drawings and permitted plans must be kept on-site at all times during construction. Any changes to the approved construction documents and/or tenant improvements require prior written approval from Landlord. Changes include any revised construction documents subsequent to the Landlord approved documents.
2. Submit a detailed list of subcontractors who will be onsite.
3. Submit a copy of the Contractor's License per the provided Sample.
4. Provide on-site representative with a Certificate of Insurance. Certificate of insurance must be on file prior to starting construction. *See section on Insurance, and sample certificate attached.
5. Submit a Construction Schedule. Schedule must be presented during Pre-Construction meeting.
6. Coordinate with the Landlord's on-site representative regarding means of access.
7. Construction Deposit – Submit a five thousand-dollar (\$5,000.00) deposit check for Retail Tenants and a ten thousand-dollar (\$10,000.00) deposit check for Restaurant Tenants, made payable to **TRG IMPLLC**.
 - a. This sum shall be applied to any costs incurred by Landlord in fulfilling Tenant contractor responsibilities, which Tenant contractor fails to complete.
 - b. Should Construction Deposit be depleted due to violations, fine and/or costs incurred by Landlord, contractor will furnish a duplicate Construction Deposit within five (5) business days.
 - c. All remaining funds will be fully refundable, with no interest, to the Tenant contractor upon completion of all punch list items, close-out documentation and final acceptance of the store by the Landlord.
8. Provide a separate check for applicable fees as outlined on attached Landlord Fee Schedule.
9. Report any discrepancies in dimensions, lack of utilities, etc. immediately to on-site representative.
10. Post the original permit in the Tenant Space where notices, contact information, regulations, et al are required to be displayed. (LL "Cover Sheet")
11. Post upon possession of tenant space, a sign at the rear service area to remain for the duration of the project. The sign should include space number, and tenant name only. This signage must be in place to ensure that supplies and materials are delivered to the appropriate location.

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

INSURANCE

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

Submit required insurance to the Landlord to include the following:

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

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

Bodily Injury (Personal Injury or Death) in the amount of \$2,000,000.00 for each occurrence
Property Damage in the amount of \$2,000,000.00 for each occurrence

CONSTRUCTION RULES AND REGULATIONS

Please include the following as additionally insured:

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

TRG IMP LLC
The Taubman Company LLC

Queen Emma Land Company

Please refer to the Sample Certificate of Insurance provided for required language. - Nick to Provide Updated version

WORKERS COMPENSATION INSURANCE

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

PREMISES ACCEPTANCE WALK-THROUGH

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

(i) GENERAL INFORMATION

AMERICAN WITH DISABILITIES ACT

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

INSPECTIONS

Coordinate all required inspections via the City and County of Honolulu as well as additional 3rd party inspections as described in the "required vendors" section of this handbook.

PERMITS

The Tenant is responsible for securing all required approvals from the Landlord and all applicable local permitting agencies prior to commencing construction at the center. All Tenants shall work with the Landlord's required 3rd party permit expeditor and plan reviewer, Palekana Permits, to obtain building permit prior to beginning construction.

CONSTRUCTION RULES AND REGULATIONS

RULES

The following rules and procedures shall be strictly adhered to during all phases of Tenant Construction:

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

SAFETY & PERSONAL DEMEANOR

1. Construction workers, Tenants, and tenant contractors are expected to act in accordance with any and all regulations established by Tenant Coordination and the Center Operations Management Office. Conduct of all contractors involved with tenant construction is the responsibility of the general contractor. Rude, disrespectful, insulting actions or loud behavior toward customers, tenants, fellow workers or Landlord's representatives will not be tolerated. The general contractor shall ensure that all requests by Landlord's representatives shall be complied with immediately.
2. **CODE COMPLIANCE & OSHA** Contractor must comply and conform to all of the requirements of the Occupational Safety and Health Act (OSHA) and no exceptions will be recognized. Landlord requires all Contractors to wear hardhats, work boots, long pants, reflective safety vests, eye protection, and shirts with at least a sleeve length of four inches (4") at all times. Contractor shall comply with any existing or future city, state, county, or federal statutes, ordinances, regulations, codes, insurance rating boards, or legislation regarding the control of pollution as it applies to construction.
3. Tenant Contractors in violation of any rules will be subject to forfeit all or a portion of the construction deposit and a complete construction shutdown.
4. **This is a smoke & tobacco free site. NO smoking in tenant spaces, common areas or within 50 feet of any entrances. Fees will be enforced upon first violation.** This includes the use of electronic cigarettes.
5. **Absolutely no alcohol, drugs or weapons of any type is permitted on center property at any time.** This includes Tenant's premises, eating areas, or vehicles on or at off-site parking lots).
6. **No radios, iPods, Boom boxes, earphones or ear buds of any type is permitted on center property at any time. NO EXCEPTIONS.**
7. All work shall be performed within the confines of the Tenant's barricaded space. **Absolutely no work will take place in the common area or back of house corridors of the center without prior consent from the Landlord.**
8. Tenant shall comply with all applicable safety regulations. Tenant's contractor shall take all necessary precautions to safeguard all workmen and the public from accident, and to preserve all private and public property. Landlord reserves the right to stop all work until such conditions or practices are resolved.
9. Routine inspections will be performed by Landlord's representative with regards to accurate performance of contractor's work, general safety requirements, and to ensure adherence to the Construction Rules and Regulations.
10. Miscellaneous safety rules:
 - a. Fire Extinguisher; the number of extinguishers provided by Tenant shall be as required by applicable code. The extinguisher type shall be Class 2A-10B: C dry chemical. **During construction, Tenant Contractor must provide all fire extinguishers in Tenant space as required by local building code, inspection authorities and OSHA.**
 - b. Foot Protection; Substantial leather boots are required. No loafers, sandals, tennis shoes.

CONSTRUCTION RULES AND REGULATIONS

- c. Work Clothing; minimum sleeve length at four (4.0) inches over shoulders. No tank top, net shirts, shorts, cut-offs, etc.
- d. All lunch breaks, coffee breaks, etc., by contractors shall be confined to the construction site or designated area. Any contractors seen lounging in the common area will be asked to move into the construction site.
- e. Signage; post safety or hazard signage (bilingual if necessary).
- f. Do not plug into any common area outlets.
- g. Hot Work Permit is mandatory for all welding, grinding, torch-cutting, soldering, and any other work using flammable material.
- h. Electric Cords; Tools and extension cords should not be frayed or damaged and should be equipped with ground. Do not use any tools without Ground Fault Circuit Indicator(GFCI).
- i. No pets of any kind.
- j. Deposit all trash and debris in tenant-provided dumpster daily. No construction materials of any kind may be stored outside of the tenant lease line and loading docks without Landlord's approval. Work, storage and break areas to be broom cleaned daily. Gasoline operated equipment such as welders, concrete saws, power buggies, etc. will not be allowed in common areas or on hardscape paving at any time without prior approval of IMP on-site representative.

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

PROHIBITED WORK AND PRACTICES

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

PROJECT REQUIREMENTS

AREAS ABOVE CEILINGS / RATED ASSEMBLIES

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

ATTACHMENT TO STRUCTURE

All drilling, welding, or other attachments to any part of the base building structural system other than normal ceiling suspension and independently supported utilities must be specifically approved by the Landlord in writing before work is initiated. Specific drawings describing attachments must be submitted. All storefronts are to be self-supporting. All attachments to the Landlord structure shall be done with mechanical fasteners only. Attachment to the roof deck is not permitted.

BARRICADES

The Tenant Contractor may move the barricade out from the lease line for work on the storefront using the Landlord's required vendor. Arrangements must be made a minimum of **(72 hours)** in advance with the Center Operations Management Office. Relocation shall be accomplished in a stable and professional manner and comply with local code. The barricade must remain rigid, squared, and plumb throughout store construction. **Landlord's base building structure or finishes shall not be used to secure barricade.**

1. Contractor shall cover and seal the top of the barricade with visqueen or material approved by Center Operations.
2. If it becomes necessary for personnel of the Center Operations Management to clean the area in front of the store during construction because of construction debris or dirt, the Contractor will be charged the applicable billable rate for the time and material expended on the cleanup.
3. If there is no adjacent corridor or service door to be installed, the Contractor may install a door in the barricade. This door shall open into the space and be equipped with a device to ensure the door remains in a closed position at all times. This will prevent unauthorized personnel from entering the site and help contain dust within the space.
4. If the space has a service corridor door, the door must remain closed and locked at all times.

CONSTRUCTION RULES AND REGULATIONS

5. No signage is allowed on the barricade except which is approved by the Landlord.
6. Final punch-list and Certificate of Occupancy must be received prior to removal of barricade.
7. The Tenants General Contractor will be responsible for disassembly and removal of the barricade after obtaining approval by Center Operations. Arrangements must be made **72 hours** in advance.

CEILINGS

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

1. Maintain access to all Tenant and Center equipment above the ceiling per all codes and maintenance requirements. Coordinate access panel locations with Center Operations, the building inspector, and Landlord approved construction drawings. All panels shall be a minimum of 24" x 24" in size.
3. 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.
4. Do not remove or relocate any existing support hangers.
5. Structural heights (Refer to Base Building Drawings and field verify).

CONCRETE CORE DRILLING/CUTTING/TRENCHING OF SUPERSLAB

Contractors must notify Center Operations in writing, **72 hours** in advance of performing any work modifying the Landlord's superslab. Vacuuming of all water/slops from coring or cutting must occur. Specific details and procedures are available in the Tenant Construction Handbook.

CONCRETE PLACEMENT

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

1. Routes into mall from concrete truck shall be as designated by Center Operations.
2. All concrete pours shall be scheduled with the Center Operations a minimum of **one (1) week** in advance.
3. Pour "infill" and Waterproofing **MUST** be in place and approved by Center Operations prior to pour.
4. All Concrete Contractors shall put down floor protection and plywood along the route the concrete is carted / pumped through the Center to the Tenant's premises. This shall include the area around and directly below the truck.
5. 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.
6. Concrete trucks are to wash out or dump any unused concrete into specified locations designated by Mall Management.
7. Only propane powered concrete buggies are allowed within the project building.

CONTRACTOR PARKING

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

COORDINATION

Tenant's Contractors must coordinate their activities with Landlord and other Tenant Contractors so that no disruption of work occurs.

DELIVERIES

ALL DELIVERIES ARE TO BE SCHEDULED THROUGH AND COORDINATED WITH THE CENTER OPERATIONS MANAGEMENT OFFICE SCHEDULING SYSTEM. Contractors will be responsible for coordinating freight deliveries. **Please provide any material suppliers with complete location information including building number, tenant name, space #, G.C. name, G.C. on-site contact, and G.C. on-site phone number.**

Landlord will **NOT** accept deliveries on behalf of the Tenant or the Tenant's Contractor. Tenant contractor must provide all equipment and labor necessary to unload all deliveries and move all materials immediately away from the docks and to the Tenant space.

CONSTRUCTION RULES AND REGULATIONS

DEMISING WALLS

1. Landlord will install metal studs, 16" o.c., floor to structure above. The general contractor shall verify that the drywall contractor installs a minimum of one layer 5/8" fire-rated gypsum board, fire taped and spackled from floor to ceiling. Finished demising walls shall be installed in such a manner that the resulting partition will provide a fire-rated enclosure to the roof or floor structure above. All fire ratings shall be verified according to the Landlord's approved drawings.
2. The demising wall will be located per dimensions indicated on the Landlord's LOD. Any dimensional inconsistencies between the Space Layout drawing and the Landlord approved construction drawings should be brought to the immediate attention of CenterOperations.
3. Demising walls do not possess any structural value. The general contractor shall provide structural reinforcement if Tenant's construction is to be attached to or supported from the demising wall. Structural drawings must be approved by the Landlord's structural engineer.
4. Standards may not be recessed into any fire-rated demising walls. A second layer of drywall must be used to conceal the standards.
6. Tenant's contractor is required to install Landlord provided neutral pier reveals at the storefront (Detail located in Tenant Construction Criteria).
7. An expansion joint shall be incorporated into walls if an expansion joint exists within the space. Since demising walls are fire rated, the general contractor shall verify code requirements with the local building department. Landlord approval is required for the aesthetic treatment of any expansion joint details.

DEMOLITION (if applicable)

Demolition shall not interfere with adjacent Tenants, Neighboring properties or center common areas. Be aware of work that may cause excessive vibrations, which can cause damage to adjacent tenant spaces and/or surrounding areas.

DETAILS

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

EXIT SIGNAGE AND EMERGENCY LIGHTING

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

EXPANSION JOINTS

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

FIRE PROOFING

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

FLOOR FINISHES

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

GANGBOXES AND DOLLIES

1. ALL WHEELED EQUIPMENT / VEHICLES SHALL HAVE NON MARKING RUBBER TIRES. NO PALLET JACKS ARE ALLOWED TO BE USED ANYWHERE IN THE CENTER WITHOUT PRIOR APPROVAL FROM MALL MANAGEMENT.
2. Tools and construction materials must be stored in the tenant's space at all times and are not allowed to be stored in the Center or Service Areas at any time.

CONSTRUCTION RULES AND REGULATIONS

HAZARDOUS MATERIALS

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

1. Tenant Coordinator will require all Safety Data Sheets (SDS) on certain materials, especially floor tile and adhesives (mastic). The general contractor shall ensure all materials used in the store construction are identifiable and the SDS's are available.
2. The identification, handling, and disposal of hazardous materials, as determined by federal, state, county, and/or city statutes, ordinances, regulations, laws and codes, are the responsibilities of the general contractor.
3. All materials used in construction shall be "ASBESTOS FREE".
4. Materials listed as "non-asbestos" are unacceptable and shall not be used for construction. What is the problem with "non-asbestos?" We're unfamiliar with the term.

UNION LABOR and DISPUTE RESOLUTION

Union labor is an important component of timely and quality construction on the island of Oahu. For that reason, Landlord requires that Tenant use commercially reasonable efforts to obtain a bid for completing Tenant Work from at least three contractors that utilize union labor, and Tenant is strongly encouraged to utilize union labor in connection with all work performed within the leased premises. In the event that Tenant chooses to enter into an agreement with a contractor that utilizes non-union labor, Tenant and its contractor shall conduct labor relations in such a manner as to avoid activities which would interfere with the operation, construction and completion of the Shopping Center or with any work being carried out thereon, such as strikes, picketing and boycotts of, on or about the leased premises or the Shopping Center. If any such activities occur, Tenant shall take all necessary action to eliminate the interference, including, upon demand by Landlord, causing all persons involved in the interfering activities to be removed from the Shopping Center immediately.

Tenants are reminded that their leases with the Landlord dictate the following requirements:

1. Tenant shall seek three (3) responsive bids from general contractors that utilize union labor.
2. Tenant and contractor shall strictly conform to all federal, state and county worker safety, insurance and wage laws, including without limitation the requirements of the Hawaii Department of Labor and Industrial Relations (collectively, "worker safety and benefit laws"). The general contractor shall take full responsibility, for his/her subcontractors and material suppliers, for compliance with all worker safety and benefit laws.
3. At the sole discretion of Landlord, any violation of any worker safety and benefit laws shall be subject to immediate shutdown of all work, and the suspension or permanent exclusion of Tenant's contractor and/or subcontractors from working at the Shopping Center.
4. Work performed by Tenant or Tenant's contractor shall be performed so as to avoid a labor dispute. If there is a labor dispute, Tenant shall immediately undertake whatever action may be necessary to eliminate the dispute including, but not limited to, (i) removing all disputants from the job site until the labor dispute is over, (ii) seeking an injunction in the event of a breach of contract action Tenant and Tenant's contractor and (iii) filing appropriate unfair labor practice charges in the event of a union jurisdictional dispute. If, during the period of initial construction of the Leased Premises, any of Tenant's employees, agents or contractors strike, or if picket lines or boycotts of other visible activities objectionable to Landlord are conducted or carried out against Tenant or its employees, agents or contractors, Tenant shall immediately close the Leased Premises and remove all employees until the dispute giving rise to the strike, picket line, boycott or objectionable activity has been settled to Landlord's satisfaction. Additionally, the Shopping Center will provide Tenant with a list of contractors who have successfully performed work at the Shopping Center without causing labor disputes and worked in harmony with Landlord's contractors and other contractors at the Shopping Center. Landlord makes no warranty or representation regarding the quality, timeliness or other aspects of the work performed by the contractors on the list, and it shall be Tenant's responsibility to investigate the same.
5. Tenant agrees that it will not, at any time prior to or during this Lease, including the period of performance of Tenant's Work, either directly or indirectly employ or permit the employment of any contractor, or use any materials in the Leased Premises, if the use of the contractor or materials would, in Landlord's sole opinion, violate Landlord's standards, the provisions of this Lease, or the rules and regulations of the Shopping Center, or create a difficulty, strike or jurisdictional dispute with other contractors engaged by Tenant or Landlord or others, or would in any way disturb the construction, maintenance or operation of the Shopping Center. If any interference of conflict occurs, Tenant, upon demand by Landlord, shall cause all materials, or all contractors, his equipment, his employees, and/or his agents, causing the interference, difficulty or conflict, to leave or to be removed from the Shopping Center immediately.

CONSTRUCTION RULES AND REGULATIONS

LANDLORD. TENANT COORDINATION INSPECTIONS

1. Tenants work shall be subject to inspection by Center Operations and other Landlord designated representatives 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.

MODIFICATIONS TO THE BASE BUILDING

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

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

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

1. Those tenants desiring to make changes to the base building structure must submit to the Landlord drawings and specifications from a certified engineer for approval.
2. The following conditions are applicable:
 - a. Duct shaft penetrations, Exterior wall penetrations.
 - b. Extraordinary loads (i.e. safes, vaults, transformers, water heaters, mezzanines, etc.).
3. Excessive loading caused by transformers, safes, mezzanines, HVAC units, etc., require approval from the Landlord's structural engineer. Structural beams, purlin, joist, etc. shall not be modified by the contractor unless specifically noted on the Landlord's approved construction drawings.
4. Tenants are required to submit a written request and work plan for any work that may modify, or take place on the Landlord's roof in order to ensure its structural integrity.

NOISE & ODORS

The on-site representative will terminate any construction activity that is deemed excessively noisy, odorous, dusty or which is disruptive to the normal operations of the adjacent tenants and/or the center.

1. If excessive noise or odors (such as fumes from intumescent paint or floor sealers) are identified by the Center Operations staff, the General Contractor will cease such operations immediately and be responsible for any remedy thereof. Tenants are reminded to review all potential disruptions with mall management prior to the commencement of any work that may be deemed excessively noisy, odorous, or otherwise disruptive to the operating center or neighboring Tenants.
2. The use of propane or gas heaters ARE NOT permitted at anytime.
3. No noise shall be allowed that violates the local noise ordinance.

QUALITY STANDARDS

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

ROOF PENETRATIONS

No penetrations will be allowed without prior written consent from the Landlord.

CONSTRUCTION RULES AND REGULATIONS

SECURITY

1. The general contractor is responsible for securing their construction site at all times. Contractors shall safeguard/secure all tools, materials, supplies, etc. The center will not be responsible for any items lost or stolen. The Tenant's space must be secured when unoccupied. Arrangements must be made with the on-site representative if the Contractor requires access to the center after hours. If the Contractor needs to work in an adjacent Tenant's space, it is the Contractor's responsibility to coordinate such work with the on-site representative by submitting the proper documentation. The Contractor must provide at his cost, professional security service if required by the adjacent Tenant.
2. Access to telephone rooms, electric closets, etc., shall be scheduled through the Center Operations Management Office. Authorization for entry will be given ONLY by Center Operations. The Contractor shall be required to follow all written procedures.

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

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

STORAGE OF MATERIALS

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

STOREFRONT ADDRESS

Provide store address per the Landlord's criteria. **NO OTHER FORM OF ADDRESS NUMERALS WILL BE PERMITTED.**

STOREFRONT CONSTRUCTION

The General Contractor shall ensure the integrity of the bulkhead and waterproof material at lease line, are not jeopardized by the configuration of the Storefront.

1. The soffit is not designed to support any additional loads. The Tenant's storefront may not be attached to any part of the center soffits.
2. Damages caused by demolition or construction to Landlord's service corridor, soffits, waterproofing or paver tiles shall be repaired to a "like new" condition. The general contractor shall coordinate any repairs with Center Operations. If these items are not addressed before project completion, repair cost will be deducted from the general contractor's construction deposit.
3. Construction or design elements will not be allowed to project beyond Tenant's lease line unless approved by the Landlord in writing prior to construction.
4. Tenant side of storefront bulkhead shall be insulated and sealed smoke tight to deck to ensure 1 hr. enclosure. All exterior storefronts must be composed of weather-tight components including all necessary curbs, flashing, sealants, insulation, etc. to provide a weather-tight installation.
5. Exterior canopy and awning shop drawing submittals must be submitted to the Landlord for approval prior to installation. Drawings shall contain attachment details and must be signed and sealed by a licensed structural engineer.

CONSTRUCTION RULES AND REGULATIONS

6. The general contractor shall ensure that the sign contractor is aware of all comments on the Landlord's approved sign shop drawings. **Landlord approval is required before sign fabrication. Failure to submit shop drawings will prohibit the storefront sign from being installed.** Temporary signs will not be permitted for store openings.
7. Neutral pier reveals and Landlord's common area tile shall be furnished by Landlord at the Tenant's expense and installed by the Tenant's General Contractor.
8. The Tenant's General Contractor shall insure access to all Landlord equipment existing adjacent to the storefront or within the Tenant space.
9. The Tenant's General Contractor is responsible for final cleaning of the storefront and floor pavers at his storefront prior to opening.

TENANT SIGNAGE

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

WASTE REMOVAL / TRASH

1. General trash/construction debris creates safety and fire hazards. The general contractor shall ensure that the construction site is policed and debris removed to provide a safe, sanitary construction site on a DAILY BASIS.
 - a. **NOTE: THE ACCUMULATION OF TRASH WITHIN THE TENANT SPACE, SERVICE CORRIDORS, OR COMMON AREAS WILL NOT BE TOLERATED.** The Landlord or his designated contractor will control the corridors and common area and has full authority to remove all materials, debris, equipment and vehicles that are placed in the corridors and common area and charge the Tenant Contractor for the cost of any clean up or removal of same.
 - b. The cost for removal of any debris will be deducted from the general contractor's construction deposit.
2. The general contractor shall coordinate the use of trash dumpsters with Center Operations. Location, time schedules, costs, etc. shall be fully understood by the general contractor, who is responsible for policing and cleaning the dumpster area.
3. Prior to Grand Opening, Landlord will provide Construction and Merchandising Debris dumpsters for intermingled materials. If separation of material is required for LEED participation, all additional costs will be at tenant expense.

WELDING

It is the responsibility of the Contractor to obtain all necessary governmental permits for welding and to contact Center Operations for authorization prior to any welding being performed. The Contractor shall post an observer at the site for a minimum of thirty (30) minutes after completion of any welding.

UTILITY & SERVICE INFORMATION

INTERRUPTION OF UTILITIES AND SERVICES:

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

ELECTRICAL SYSTEM

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

1. Tenant, at its expense, shall furnish and install an electrical feeder from metering distribution equipment to a point within the leased premises. This work shall include, but not be limited to furnishing a circuit breaker compatible with existing meter center and conductors of sufficient capacity for Tenant's requirements, with sufficient extra coiled length for termination on meter center circuit breaker.
2. Conductors will be one continuous run from the circuit breaker to Tenant's disconnect. The type and size of the electrical service will be as specified on the Landlord's approved construction drawings. Center Operations will designate location of the power source to the space and required labeling.
3. Conduit exists from meter room to Tenant's space. All work in electrical room regarding terminating of feeder is by Landlord's Electrical Contractor at Tenant's expense.
4. All wiring shall be in conduit (rigid or EMT). Flexible conduit may not be used for extended runs or in lieu of conduit in partitions. Flexible conduit may be used in lengths not to exceed 6' for finish connections only. MC cable is acceptable for the last not-to-exceed 6' flexible connections to electrical devices such as lighting fixtures in the ceiling. This would have to be connected from a J box. Romex IS NOT allowed.

CONSTRUCTION RULES AND REGULATIONS

5. All circuit panels must be balanced. Balancing will be verified by Tenant's Electrical Contractor.
6. Access to electrical room will be provided by Center Operations. Arrangements must be made **72 hours** in advance.

FIRE PROTECTION SYSTEM

1. Landlord has provided a main in each tenant space. Tenant shall extend sprinkler system using approved branch piping and sprinklers as required to complete the system. **Sprinkler Shop Drawings MUST be submitted to Landlord's Insurance Underwriter, FM Global, for review and approval prior to installation.**
2. Sprinkler Contractors must send electronic drawings (in PDF format). The fire protection review submittal should include drawings, calculations and lists of equipment (valves, sprinkler heads – including sprinkler identification number (SIN), etc.).
3. Any deficiencies found must be corrected in full compliance with FM Global's comments.

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

All plans must be sent or emailed to the following:

FM Global
ENGLosAngelesPlanReview@fmglobal.com
Jay.koo@fmglobal.com

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

Thai Phan
Facilities Director, International Market Place
tphan@taubman.com

Drawings will be forwarded to FM Global by each Tenant and /or their Tenant GC.

FIRE SPRINKLER SYSTEM

The general contractor shall ensure the fire protection contractor is aware of and complies with all comments on the Landlord approved construction drawings. *All plans must be approved before construction begins.*

1. The sprinkler system is monitored by the local fire department, center security, and various alarm companies. Contractors must not tamper with these systems.
2. The general contractor shall contact Center Operations not less than **72 hours** in advance to schedule a sprinkler system tie-in to the Tenant system. (refer to tie in procedure in handbook)
3. Before a shut down for final connection can occur, the system shall be hydrostatically tested and made ready for "tie-in". A copy of the approved hydrostatic test will be given to Center Operations prior to connection to the sprinkler main.
4. Fire extinguishers must be located on the job site during construction to meet all city, state and OSHA requirements.
5. Honolulu's Building Department requires third party special inspections for all Tenant fire sprinkler work. Tenants will be required to use International Market Place's third party special inspector, at Tenant's cost.

FIRE ALARM SYSTEM

1. All life safety requirements associated with the tenant's construction are based on the initial code review of the base building. Smoke detector, smoke exhaust, fire alarm systems, etc. are unique to this Center. The general contractor and his subcontractors shall be aware of all comments on the City and Landlord approved construction drawings. Tenant's General Contractor's Electrician must contract with Simplex Grinnell, the Landlord's required Fire Alarm vendor for International MarketPlace.

GAS (if provided)

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

1. Gas piping from the building's manifold is provided to designated food and beverage tenants by the Landlord. All Tenants are responsible for contacting Hawaii Gas to establish their own service, at the Tenant's expense, including all meters, seismic valves, and gas piping distribution within the leased premises.
2. See base building drawings for locations of gas manifolds and verify in field.
3. Exposed pipes in service areas shall be painted to match adjacent surfaces as may be required by Facilities Director. Enclosure requirements should be verified with the local government agency. Vented shafts, chases, etc., may be required along the route.
4. Contractor to install seismic gas valves per local code and Landlord's requirements.

CONSTRUCTION RULES AND REGULATIONS

HEATING, VENTILATION & AIR CONDITIONING (HVAC)

The general contractor shall ensure the HVAC / mechanical contractor is aware of and complies with local code, the Landlord's criteria and all comments on the landlord approved construction drawings.

1. Provide clear access to all equipment in ceiling space per governmental codes.
2. Contractor will provide seamless access panels to all Landlords' equipment and shut off valves.
3. Tenant Contractors are required to coordinate with the Landlord's required BAS vendor for all HVAC controls, connections to Landlord's BAS, updating of Landlord's BAS graphics to reflect new space name and points, startups and testing and balancing, at the Tenant's expense. The system shall be 100% operational before store opening.
4. Contractor must coordinate with the Center Operations to supervise flushing of tenant equipment/lines and connection to the center condenser loop.
5. An air-balance of the system must be performed by an independent temperature controls contractor as required by Center Operations, with a certified air-balance report submitted to Center Operations before the store opens. The general contractor's deposits will not be processed for return until this report is received.
6. Contractor must contract with Landlord's BAS contractor for all HVAC controls, connections to Landlord's BAS, and updating of Landlord's BAS graphics to reflect new space name & points.

PLUMBING

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

1. Center Operations will designate sanitary, domestic water and other utility lines to be used. These utility lines may exist outside the leased premises.
2. Work requiring access into adjoining Tenant spaces shall be coordinated by the general contractor through Center Operations. Any damage caused by this work shall be corrected by the general contractor at his expense.
3. Ensure all sanitary clean outs are exposed and remain accessible. Since many trades can affect this requirement, the general contractor shall ensure all subcontractors are aware of any existing clean outs.
4. A CD of camera video showing inspection is required. Provide this CD to the IMP Management Office.
5. Water Meter: The water meter shall be landlord provided at the tenant's expense. The Tenant Plumbing Contractor shall install a Landlord specified domestic water meter in the Tenant space that reads in gallons. Such meter shall be located no more *than 5 ft. above* the floor and include shut-off valves and be connected with union shut off on both inlet and outlet. We need the unions for ease of future replacement. The meter shall be placed in an area that is readily accessible at all times.
6. All supply water lines, exposed or concealed, shall be insulated. Ensure that this insulation material is plenum rated.
7. The general contractor shall ensure the plumbing contractor does not leave any uncapped or open sanitary or vent lines, etc. Unnecessary clean-up can be costly and offensive.
8. Floor drains must be installed in all restroom floors.
9. Copper, steel, cast iron or any other code-complying metal shall be used for all piping.
10. When construction is completed, all sanitary lines shall be "routed out". Written notification, indicating date and time shall be provided to Center Operations before barricade is removed.

FLOOR / DECK INFORMATION

1. All toilet room floors are to be waterproofed with an elastomeric membrane. Waterproofing must extend a minimum of 4" up all wall surfaces. A 24-hour flood test will be required of the waterproofing membrane.
2. All kitchens, food preparation and serving areas must have a waterproof membrane.
3. Floor drains are required in all toilet room and kitchen areas. The floor shall be sloped to the drain to ensure proper drainage.
4. Transitions between dissimilar floor materials shall be smooth and flush. The use of transition or reducer strips is not permitted.
5. The general contractor shall field verify the existence of expansion joints within the space. Some floor slabs are fire-rated. Verify that expansion joints meet all code requirements. Landlord approval is required for aesthetic treatment of this joint.
6. Mall common area tile is available to match existing flooring at the storefront. Such flooring shall be available for purchase from Center Operations at Tenant's cost.

CONSTRUCTION RULES AND REGULATIONS

COMPLETION OF CONSTRUCTION

Landlord will release to the Tenant's Contractor the balance of contractor's deposit and/or Tenant Allowances to the Tenant only upon receipt of all of the following items in pdf format on one disc or jump drive:

STORE OPENING INSPECTION

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

Pre-Construction Meeting Information

The following pages provide additional information about the documents that will be required from all General Contractors at all pre-construction meetings with the Mall Management Team.

REQUIRED DOCUMENTS

1. PRE-CONSTRUCTION MEETING CHECKLIST

a. DOCUMENTS NEEDED FOR THE PRE-CONSTRUCTION MEETING:

- i. General Contractor Information Form
- ii. Subcontractor Information Form
- iii. Proof of Contractor's License
- iv. Certificate of Insurance
- v. Construction Schedule
- vi. Contractor's Reimbursable Deposit
- vii. Proof of Construction Permit
- viii. Proof of Safety Program

b. DOCUMENTS & PROCEDURES TO BE REVIEWED AT THE PRE-CON MEETING:

- i. LANDLORD APPROVED DRAWINGS
- ii. TENANT MATERIAL USE AGREEMENT
- iii. BASE BUILDING AS-BUILTS
- iv. INSPECTION BOARD SHEET
- v. MALL RULES AND REGULATIONS (SEE SECTION 2 OF HANDBOOK)
- vi. VIOLATIONS AND FINES LIST
- vii. PRE-OPENING CHECKLIST (see section 6 labeled "Post Construction")
- viii. STATEMENT OF RECEIPT OF TENANT HANDBOOK
- ix. PROCEDURES (SEE SECTION 4 FOR PROCEDURES)

c. DOCUMENTS TO BE REVIEWED DURING TENANT SPACE TOUR

- i. PREMISES ACCEPTANCE FORM



PRE-CONSTRUCTION MEETING CHECKLIST

Tenant: _____
 Space #: _____

Date: _____

GC Company Name: _____
 GC Contact Name: _____
 GC Contact Email: _____

GC Company Phone: _____
 GC Contact Phone: _____

Required Documents (Tenant/Contractor to Bring to Pre-Construction Meeting)

<input type="checkbox"/>	GC Information Form	<input type="checkbox"/>	Construction Schedule
<input type="checkbox"/>	Subcontractor Information Form	<input type="checkbox"/>	Reimbursable Deposit Check
<input type="checkbox"/>	Copy of Contractor License	<input type="checkbox"/>	Non-Reimbursable Mall Fee Check
<input type="checkbox"/>	Certificate of Insurance	<input type="checkbox"/>	Construction Permit(s)
<input type="checkbox"/>	Proof of Safety Program	<input type="checkbox"/>	DPP (City) Approved sets of plans

Documents / Procedures to Be Reviewed During Pre-Construction Meeting (Provided by Tenant Coordination Team)

<input type="checkbox"/>	Landord Approved Drawings	<input type="checkbox"/>	Procedures
<input type="checkbox"/>	Tenant Material Use Agreement	<input type="checkbox"/>	*Tie Ins
<input type="checkbox"/>	Base Building As-Builts	<input type="checkbox"/>	*Shut Downs
<input type="checkbox"/>	Compaction Certification Letter	<input type="checkbox"/>	*Meters
<input type="checkbox"/>	Site Survey	<input type="checkbox"/>	*Requests
<input type="checkbox"/>	Inspection Board Sheet	<input type="checkbox"/>	*Deliveries
<input type="checkbox"/>	Mall Rules & Regulations	<input type="checkbox"/>	*Landlord Provided Materials
<input type="checkbox"/>	Violations & Fines	<input type="checkbox"/>	*Sprinkler Drawing Submittals
<input type="checkbox"/>	Pre-Opening Checklist	<input type="checkbox"/>	*Safety / Emergency Procedures
<input type="checkbox"/>	Statement of Receipt of Handbook	<input type="checkbox"/>	

Documents to Be Reviewed During Tenant Space Tour (Provided by Tenant Coordination Team)

<input type="checkbox"/>	Premises Acceptance Form	<input type="checkbox"/>	Preserved in Place Survey
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GENERAL CONTRACTOR INFORMATION

Tenant _____
Space # _____

GC Company Name _____
Company Address _____
Company Phone _____
Company Fax _____

	Name	Phone #	E-Mail
Primary Contact			
Project Executive			
Project Manager			
Project Super			
Other			

CONTRACTORS LICENSE BOARD
STATE OF HAWAII
PROFESSIONAL & VOCATIONAL LICENSING DIVISION
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
P.O. BOX 3469
HONOLULU, HAWAII 96801-3469

11/03/15

Sample Company
1234 Fake Street
City, ST 12345

NOTICE OF LICENSURE

LICENSE TYPE: CONTRACTOR

LICENSE NO.: 12345

EFFECTIVE DATE: 10/27/15

EXPIRATION DATE: 09/30/16

CLASSIFICATION(S):

B - GENERAL BUILDING

This is authorization to act as a licensee as indicated above.
If you need to verify this information, please call (808)586-3000
during regular business hours or visit pvl.hawaii.gov/pvlsearch.

THIS AUTHORIZATION IS VALID ONLY WHEN SIGNED BY THE EXECUTIVE
OFFICER OF THE BOARD OR PROGRAM.



EXECUTIVE OFFICER

CERTIFICATE HOLDER

CANCELLATION

**TRG IMP, LLC
c/o International Market Place
2290 Kalakaua Avenue
Honolulu, Hawaii 96815-2500**

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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ACORD 25 (2010/05)

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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>As per written contract or agreement, the members, affiliates, partners, managers, officers, employees, and agents of any of the following are included as Additional Insured (excluding licensed professional agents):</p> <ul style="list-style-type: none"> - THE TAUBMAN COMPANY, LLC - TRG IMP, LLC - TRG - WAIKIKI LLC - dck/FWF, LLC - dck WORLDWIDE, LLC - QUEEN EMMA LAND COMPANY("QEL") - SACHSE CONSTRUCTION - JPRA ARCHITECTS, PC - OUTRIGGER HOTELSHAWAII - RP/OE WAIKIKI BEACHCOMBERLLC - OWNER'S LENDERS AND OTHERS DESIGNATED BY THE OWNER OR CONTRACTOR - SPONSOR AND OWNER'S OFFICERS, EMPLOYEES AND AGENTS AND ANY WHOLLY OWNED SUBSIDIARIES OR PARENT ORGANIZATIONS
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.



IMP TENANT MILESTONE SCHEDULE

No.	MILESTONE:	SCHEDULED FOR COMPLETION	PHASE
1	Design Drawings Approved by LL		PRE- CONSTRUCTION (P)
2	Construction Drawings Approved by LL		
3	Permit Info Due to Expeditor		
4	Obtain C.I.		
5	Permit Ready		
6	Premises Available		
7	Attend Pre-Construction Meeting		
8	Accept Delivery of Space		
9	Submit Required Documentation to Tenant Coordination		
10	Submit Required Payments to Tenant Coordination		
11	Ordered All Materials		
12	Start Construction		CONSTRUCTION (C)
13	Pour Concrete Slab (infill)		
14	Rough Ceiling Framing Complete		
15	Rough Framing Complete		
16	Rough Storefront Complete		
17	Rough Mechanical Complete		
18	Rough Plumbing Complete		
19	Rough Sprinkler Lines Complete		
20	Rough Fire Alarm Complete		
21	Rough Electric Complete		
22	Drywall Complete		
23	Water Meter Installed & pinged		
24	Walls Painted / Wallpapered...		
25	Floor Covering Installed		
26	Millwork Delivered		
27	Millwork & Fixtures Installed		
28	Storefront Delivered		
29	Storefront Glass Installed		
30	Storefront Complete		
31	Finished HVAC Complete		
32	BAS connection made		
33	Finished Fire Alarm Complete		
34	Finished Electrical Complete		
35	Connect Permanent Power		
36	Electric Meter Installed & pinged		
37	Finished Sprinklers Complete		
38	Finished Plumbing Complete		
39	SUBSTANTIAL COMPLETION		
40	Merchandise Delivery		
41	Pre-Opening Inspection Scheduled		CLOSEOUT (CL)
42	Punch-List Established		
43	Punch-List Completed		
44	Pre-Opening Inspection Passed		
45	Merchandised		
46	Certificate of Occupancy obtained		
47	Store Open for Business		
48	Outstanding Issues Closed		

All tenants must provide Tenant Coordination with the above milestone dates prior to their mandatory Pre-Construction Meeting on site. These milestone dates will be used to calculate each tenant's progress throughout construction to ensure a successful store opening.



TENANT CONSTRUCTION REIMBURSABLE DEPOSIT AND NON-REFUNDABLE MALL FEE REQUIREMENTS

Tenant Contractors must bring a check for their reimbursable construction deposit to the Pre-Construction Meeting with Tenant Coordination. Checks are to be made payable to the following:

TRG IMP LLC

Submit a five thousand-dollar (\$5,000.00) deposit check for Retail / Food Court Tenants and a 10 thousand-dollar (\$10,000.00) deposit check for Restaurant Tenants,

This sum shall be applied to any costs incurred by Landlord in fulfilling Tenant contractor responsibilities, which Tenant contractor fails to complete. All remaining funds will be fully refundable, with no interest, to the Tenant contractor upon completion of all punch list items, close-out documentation and final acceptance of the store by the Landlord.

Non-refundable Mall Fees (See Tenant Services Section) will be established prior to scheduling of each tenant's mandatory Pre-Construction Meeting with Mall Management. For bidding purposes, tenant Contractors should include allowances for the following amounts in their proposals:

STORES: \$25,000
RESTAURANTS: \$30,000

Note: The above-listed allowances are estimated to account for a wide array of tenant space square footages. Larger tenants may encounter higher fees due to additional equipment requirements for their HVAC systems and associated BAS equipment.



CITY AND COUNTY OF HONOLULU

Department of Planning and Permitting (DPP)

Aloha. We provide services and information on building permits, development projects, and planning activities for the City and County of Honolulu.

SAMPLE

[Permitting](#) [Searching](#) [DPP Home](#) [Sign In](#)

Online Building Permit -

Type of Permit

1-Type of Work | **2-Site Info** | **3-Applicant Info** | **4-Owner Info** | **5-Contractor Info** | **6-Contact Info** | **7-Project Details** | **8-Payment** | **9-Summary** | **10-Print Permit**

Please select only ONE (1) checkbox from the list below. If the type of work is not listed below, you may not obtain a Building Permit online. You MUST submit a Building Permit Application to begin the processing of your permit application. This will be required when you come in for your Building Permit. If you would like to continue the application process, click on the "Building Permit Application" link at the left.

TYPE OF PERMIT:

Solar (Single-Family dwelling only)

- New installation
- Replace panels
- Heat pump installation

Electrical (Single-Family dwelling only)

- Meter upgrade or replacement
- Rewiring only
- Solar Photovoltaic installation
- Electric Vehicle Charger installation

Plumbing (Single-Family dwelling only)

- Replacement of fixtures, new house/sink filter systems and/or new water softener system

Building (Single-Family dwelling only)

- Air Conditioning Installation (split type systems only)
- New Fence

[Next](#) [Cancel](#)

City and County of Honolulu, Department of Planning & Permitting
650 So. King St., Honolulu, HI 96813 • Fax: (808) 768-6743
email: info@honoluluodpp.org

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Screen ID: 714109

PROOF OF SAFETY PROGRAM

Tenant Contractors must email or bring a jump drive with a digital copy of their company Safety Program in PDF format to the Pre-Construction Meeting. As noted in the Mall's Rules and Regulations, Tenant Contractors must abide by the site Safety Requirements, and ensure that all Subcontractors and vendors working beneath them meet these requirements at all times. Failure to meet the Mall's Safety requirements will result in fines, which will be deducted from the Tenant Contractor's refundable deposit.



TENANT MATERIALS USE AGREEMENT

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 a Manufacturer Safety Data Sheet (MSDS), a certification by the manufacturer, or else by laboratory results. I also agree to immediately notify 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.

Tenant Name

Space Number

Contractor Representative

Date

Mall Management Representative

Date

PROJECTNAME: _____

PROJECT ADDRESS: _____

SPACE NO.: _____

CONTRACTOR:

CONTR. ADDRESS: _____

CONTACT #:

INTERNATIONAL
MARKET PLACE



BUILDING	ELECTRICAL	HVAC	FIRE	PLUMBING
PERMIT #:	PERMIT #:	PERMIT #:	PERMIT #:	PERMIT #:
IT IS CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL REQUIRED INSPECTIONS				

PERMIT#: _____

PLACE PERMIT CARD HERE:

ATTACH CITY-PROVIDED SLEEVE HERE!

FINAL INSPECTIONS		
PARTIAL	FULL	PLUMBING
PARTIAL	FULL	HVAC
PARTIAL	FULL	ELEC.
PARTIAL	FULL	HEALTH
PARTIAL	FULL	FIRE
PARTIAL	FULL	BUILDING



VIOLATIONS AND FINES

Tenant: _____

Space #: _____

GC Company Name: _____

Subcontractor Name: _____

Date of Violation: _____

Time of Violation: _____

Location of Violation: _____

	Type of Violation	Fine / Penalty
	Smoking (allowed in designated areas only)	\$200
	Working on Unprotected Mall Property	\$200
	Clogged Drain Lines	Cost to Repair
	No Superintendent on Job Site	\$250
	Parking in Unauthorized Area	Towing Cost
	Trash in Common Area (per incident)	\$100
	Damage to Mall (type: doors, tile, etc.)	Cost to Repair
	Blocking Loading Dock	Towing Cost & \$500
	Blocking Back of House	\$200
	Using Non-Approved Subcontractor	Loss of Deposit & Cost to Repair
	Unauthorized Roof or Closet Access	Loss of Deposit & Cost to Repair
	Unauthorized Dumping or Cleanout	\$500 & Cost to Repair
	Unauthorized Storage	Loss of Deposit
	Using Delivery Carts with Steel Wheels	\$500 & Cost to Repair
	Setting up Work on Common Mall Property	\$1,000 & Cost to Repair
	No Radios of Any Kind, Boom-Box or Headphones	\$200
	Verbal Abuse	Loss of Deposit & Construction Shut Down
	Unauthorized Slab Coring	\$500 (2nd Violation)
	Eating in Common Area	\$500 (2nd Violation)

Total Violation Cost: _____

Taubman Representative: _____

Signature: _____



STATEMENT OF RECEIPT OF TENANT HANDBOOK & LANDLORD APPROVED DRAWNGS

I have received and reviewed a copy of IMP's Tenant Coordination Handbook, including the Rules and Regulations regarding general information and procedures for Tenant Construction.

1. I understand the contents of this manual and that the Landlord (and their Representatives) reserves the right to change or modify any of these policies, and the right to stop construction at any time for safety or aesthetic reasons, or if Contractor or any of their vendors violates the rules and policies contained in this manual.
2. Tenant General Contractors are responsible for ensuring that all subcontractors involved with construction are fully aware of all information contained in this manual, and they will be held responsible for all fines and violations caused by their vendors.

I have also received a copy of the Landlord Approved Construction Drawings and I have reviewed them in their entirety with the Landlord's Tenant Coordination Team. I agree with all Landlord comments, and am responsible for ensuring that all work is installed and completed in accordance with these plans.

Tenant Name

Space Number

Tenant/General Contractor's name

Tenant/GC Signature

Mall Management Representative

Mall Management Signature

Date



PREMISES ACCEPTANCE FORM

Address

Tenant Name

Space No.

I hereby certify that I have inspected the above referenced tenant space in the presence of Mall Management and or appointed representative. In particular, I have inspected the center flooring and soffit at the lease line and found them to be in acceptable condition 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: _____

Contractors Signature

Date

Contractors Name (Printed)

Company Name

Company Address



WATER SOURCE HEAT PUMPS & OA VAV BOXES

The Landlord has pre-purchased the mall's required Water Source Heat Pumps (WSHP's) and Outside Air VAV Boxes for tenant use due to the long lead time associated with this equipment. Tenants (or their Contractors) will be required to purchase this equipment from Mall Management (this amount will be in addition to the required Mall Fees noted in previous sections of the Tenant Handbook).

Please note that this may require some tenants to redesign their mechanical systems to accommodate the following equipment that has been purchased:

Water Source Heat Pump Unit Models Available:

1. Daikin Water Source Heat Pump, Size 2 Ton: \$4,972
2. Daikin Water Source Heat Pump, Size 4 Ton: \$6,093
3. Daikin Water Source Heat Pump, Size 6 Ton: \$7,062
4. Daikin Water Source Heat Pump, Size 8 Ton: \$8,742
5. Daikin Water Source Heat Pump, Size 10 Ton: \$9,689

Outside Air VAV Boxes Available:

1. Size 6" = \$242
2. Size 8" = \$263
3. Size 10" = \$273

NOTE: Delivery costs are not included in the above figures, which are only preliminary at this time. Actual costs will be provided upon request of specific equipment sizes and quantities.

CLOSEOUT INFORMATION

The following pages provide additional information about the documents that will be required from all General Contractors in order to close out their projects with Mall Management and the City and County of Honolulu.

1. IMP Tenant Closeout Checklist
 - 1.1. The Checklist provides Tenant contractors with a clear list of requirements needed to both obtain the Certificate of Occupancy and complete all of the Landlord's closeout requirements.
2. IMP Landlord Punch list
 - 2.1. The Landlord Punch List provides a clear list of Landlord requirements that must be met prior to the Landlord providing approval to remove the temporary barricade and open for business. This list should be reviewed during the pre-construction meeting to ensure that all requirements are understood and acknowledged prior to starting construction.

Checklist for Tenants to get their CO

1. Pick up permit (if they currently have a Courtesy Inspection)
2. Pass all final MEP Inspections
3. Pass Simplex Fire Alarm inspection and obtain documentation, including for Hood (if restaurant)
 - i. Note, construction must be substantially complete in order for Simplex to send inspection request to Honolulu Fire Department for final inspection
4. Pass Honolulu Fire Department Inspection, which requires Simplex's passed documentation
 - i. Note, this inspection can take up to 10 days from the time it is requested by Simplex. Tenants are encouraged to factor this time into their schedules
5. Building Inspector (Charlie Frommer) will sign off on the permit after the above has been completed, and upon receipt of the following:
 - i. Special inspection report(s):
 1. Letter from the Tenant's Architect noting that they have received all special inspections for the space including:
 - a. Structural:
 - i. Bolt inspections (if required on drawing)
 - ii. Welding inspections (if required on drawing)
 - iii. If the Tenant's plans show the project as exempt, Tenants will need to provide a letter from their structural engineer noting that the project is exempt from this requirement.
 2. Fire Sprinkler Inspection Letter (provided by LL Vendor Kelly Rodgers) along with As Builts for the fire sprinkler system, which need to be wet stamped and signed by the mechanical engineer and fire sprinkler inspector and have "As-Builts" written on the set
 3. Letter from mechanical engineer for commissioning
6. Health Department approval will be needed for restaurants, and can't be obtained without HFD / Simplex approval of hoods.

For additional clarification of the closeout requirements for IMP, a "sample closeout package" document is available upon request from Mall Management.



IMP LANDLORD PUNCHLIST

TENANT: _____ SPACE NO: _____

_____ Clean Storefront

_____ Speakers set back 20' into store.

_____ Track lighting at storefront recessed or not visible from storefront

_____ All electrical outlets in storefront area are concealed or blend into wall same color

_____ Overhead grill key is in an inconspicuous place

_____ Exit signage not visible from concourse

_____ Signage installed is in compliance with Landlord's approved shop drawings

_____ 2 x 2 tegular tile in sales area

_____ No vinyl base in sales area

_____ BOH shelving is 18" below the ceiling

_____ Panel schedules and number in electrical panels

_____ Access panels in sales area are flush with concealed hardware

_____ No neon signs in storefront

_____ Water meter installed in an easily accessible and readable location within the leased premises

_____ Copy of completed Client punch list

_____ Battery packs on exit and emergency lights must be recessed or remote-located



IMP LANDLORD PUNCLIST

- _____ Service corridors complete (Corridor clear and damage repaired)

- _____ Service doors and vestibule are finished and painted per Landlord's specifications

- _____ Suite number is installed on BOH door

- _____ Corner guards installed

- _____ Doorbell is installed

- _____ Fire rated plywood is installed 4' up the return walls in the vestibule

- _____ Certificate of Occupancy has been obtained.

- _____ All filters in air handling units have been replaced just before store opening.

- _____ Store Manager Contact information is given to tenant coordination.

- _____ Certificate of Occupancy and Business License (Provisional Patent) obtained

- _____ All other issues resolved

Inspected: _____
Center Representative
Tenant's Construction Superintendent

Date: _____

*Items not corrected by the tenant contractor prior to store opening will be corrected by Center Management and deducted from the Contractor's security deposit.

NOTES:

TENANT SERVICES - GC Subcontracted:

Tenant General Contractors are responsible for subcontracting all of the following mall-required vendors to complete the scope of work outlined in the Mall's handbook. When scheduling services for any of the following, Tenant GC's should schedule each vendor as needed (48 hours in advance), and then reach out to the Mall via the online service request form to confirm that the date/time works for them (72 hours in advance):

- BAS Fit Out:**
 - Vendor: American Controls
 - Contact: Mark Maratta
 - Phone: 808.348.0419
 - Email: mark.amcon@gmail.com & kauila.amcon@gmail.com
- Electrical Tie In:**
 - Vendor: Rosendin Electric
 - Contact: Timothy O'Reilly
 - Phone: 808.330.5726
 - toreilly@rosendin.com
- Fire Alarm:**
 - Vendor: Simplex Grinnel
 - Contact: Tenant Electrician to coordinate
- Fire Sprinkler Special Inspection:**
 - Vendor: Kelly G. Rodgers
 - Contact: Kelly Rodgers
 - Phone: 808.364.2185
 - Email: kellyman808@gmail.com
- Fire Sprinkler Taps, Tie Ins & Drain Downs:**
 - Vendor: Honolulu Fire Protection
 - Contact: Barry Sugita
 - Phone: 808.630.3246
 - Email: barry@honolulufire.net

TENANT SERVICES - LL Provided:

Tenant General Contractors are responsible for subcontracting all of the following mall-required vendors to complete the scope of work outlined in the Mall's handbook. When scheduling any of the following, Tenant GC's should schedule directly with the Mall via the online service request form to confirm that the date/time works for them (72 hours in advance):

- Electrical Meter Pick Up:**
- Water Meter Pick Up*:**

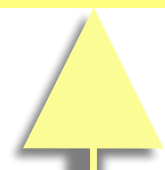
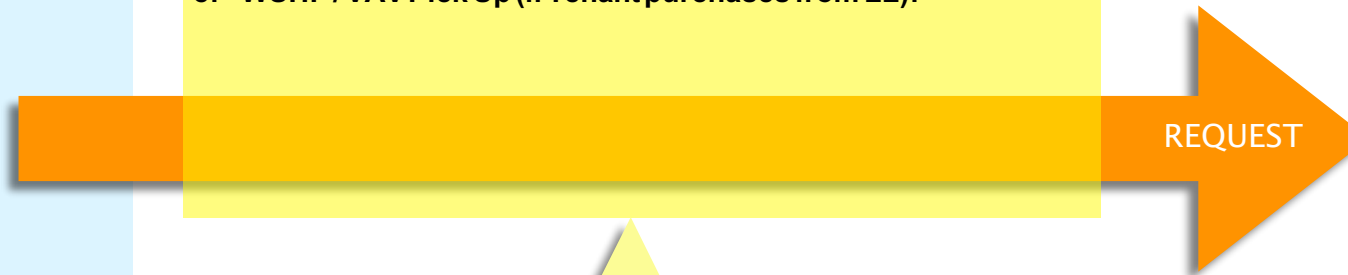
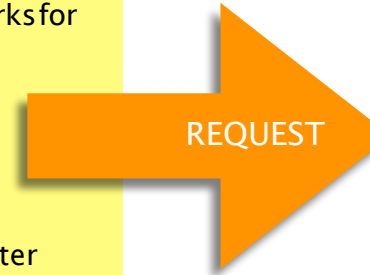
*Note, some Tenants may be purchasing their water meter directly from the mall's required BAS vendor, American Controls. Tenant GC's will need to confirm with the Mall Management Team.
- Neutral Pier Pick Up:**
- Corner Guard Pick Up:**
- Storefront Suite Number Sign Pick Up:**
- Back of House Signage Pick Up:**
- Mall Tile Pick Up:**
- WSHP/VAV Pick Up (if Tenant purchases from LL):**

LANDLORD CONFIRMATION REQUIRED:

For each service noted in both of the "TENANT SERVICES" boxes to the left, the Tenant's General Contractor's Superintendent will be responsible for requesting service from the Landlord via the Online Service Request Form that can be accessed via the following link:

[IMP ONLINE SERVICE REQUEST LINK](#)

Clicking on the above link will take you to the on-line form, which will need to be filled out completely and submitted via the button at the bottom of the form. The Landlord will respond to all requests for service within 24 hours (M-F, 9am to 5pm) to confirm the date and time or propose an alternate. It is up to Tenant General Contractors to confirm this scheduled appointment with their vendors as needed.



RESPONSE FROM LL TO TENANT GC

RESPONSE FROM LL TO TENANT GC



MALL REQUIRED VENDORS / ASSOCIATED SCOPES OF WORK

The following vendors and their associated scopes of work are required for Tenant contractor use at IMP:

Ancestral Monitoring:

1. Vendor: OCR & CSH
 - a. Contact Mall Management to schedule this vendor
 - b. Contact Number: 808.931.6105
 - c. Contact Email: tphan@taubman.com
2. Scope of work:
 - a. OCR and CSH are the required vendors for cultural and archeological monitoring of all first floor excavation and underground work. These firms are hired by the Landlord on the Tenant's behalf to monitor any work that penetrates the grade level concrete to ensure that "Preserved In Place" locations are not disturbed. Tenant Contractors should consult the Lease Outline Drawing contained in the Landlord Approved Drawings for all "Preserved In Place (PIP)" locations. 2nd and 3rd floor Tenants at IMP do not need to use these vendors. Please contact Mall Management to coordinate both vendors. The cost for this service will be included in each Tenant GC's non-refundable mall fees.

BAS Fit Out / Tie-In, (inclusive of Water Meter Installation):

1. Vendor: American Controls
 - a. Contact Name: Mark Maratta
 - b. Contact Number: 808.842.4484 (o), 808.348.0419 (m)
 - c. Contact Email: mark@americancontrols.net
2. Scope of work (GC's are encouraged to confirm their mechanical contractor's scope does not include the following items being priced directly to the General Contractor):
 - a. The following BAS Fit-Out Scope of Work shall be performed by the Landlord's BAS Contractor at the Tenant's expense:
 - i. Furnish, install and wire Tenant's Unitary Controller, including conduit.
 - ii. Furnish install and wire Tenant's Water Source Heat Pump Unit Supply Fan Proof of Current Switch, including conduit.
 - iii. Furnish, install and wire Tenant's Discharge Air Temperature Sensor, including conduit.
 - iv. Furnish, install and wire Tenant's WSHP Filter Status Switch, including conduit.
 - v. Furnish, install and wire Tenant's C02 Sensor in R/A Duct, including conduit.
 - vi. Furnish, install and wire Tenant's Combo Temp & Humidity Space Sensor, EXCLUDING conduit. Tenant contractor shall furnish and install Space Sensor conduit.
 - vii. Furnish, install and wire Tenant's FCU Secondary Drain Pan. Water Detector, including conduit.
 - viii. Provide 'Frontend' Engineering.
 - ix. Provide Landlord System Programming & Graphics

- b. The following Tenant Domestic Water Meter and associated interface scope of work shall be performed by the Landlord's BAS contractor at the Tenant's expense:
 - i. Furnish Tenant's Domestic Water Meter (meter shall be installed by Tenant).
 - ii. Furnish and install 'Interface Module' Enclosure.
 - iii. Furnish, install and wire Interface Module (DFM-400), including conduit.
 - iv. Terminate, Program and Commission Module.
- c. The following Tenant Water Source Heat Pump Unit Inspection shall be performed by the Landlord at the Tenant's expense:
 - i. Inspect the details of the installation to insure: The installer understands which connection is supply and which is return.
- d. See attached BAS documents for additional clarification, including:
 - i. CHECKLIST FOR BAS SERVICE REQUEST REQUIREMENTS and BAS Fitout Request Form, Phase 1-3
 - ii. MECHANICAL DRAWINGS / DETAILS AND SUBMITTALS FOR FURTHER CLARIFICATIONS
 - iii. TENANT WSHP CONNECTION INSPECTION CHECKLIST

Electrical Tie-In:

- 1. Vendor: Rosendin Electric
 - a. Contact Name: Timothy O'Reilly
 - b. Contact Number: 808.330.5726
 - c. Contact Email: toreilly@rosendin.com
- 2. Scope of Work:
 - a. Prior to tying in Tenant electrical services, REI is to perform the following:
 - i. Verify Tenant equipment has passed local inspections by review of Tenant contractor's documentation.
 - ii. Verify compliance of Tenant provided breaker, associated breaker tie-in kits, panel dead fronts and cable as required by Tenant electrical one line drawings (breakers must be new; used or re-furbished breakers will not be acceptable).
 - iii. Once the above has been verified, REI is to open all current circuit breakers in panel to shed load prior to opening Main Breaker on the night work is to be performed.
 - iv. REI to open Tenant Electrical room as required and standby and witness Tenant Contractor set up and wire pull to insure no damage is done to the IMP Tenant Panel (Any damage to the panel or equipment caused by the Tenant Contractor will be the Tenant Contractor's responsibility to repair).
 - v. REI to perform all lock out tag out procedures as required.
 - vi. REI to remove panel covers and breaker trims as required.
 - vii. Tenant Contractor is to provide all labor, materials, and equipment required to pull their own feeder cable as required

- b. Once Tenant Contractor completes feeder pull, REI is to perform the following:
 - i. Verify Tenant Contractor provided Megohm cable test results. Tenant Contractor to insure phase identification of cables at both ends.
 - ii. REI to install Tenant supplied breaker in predetermined space of IMP Tenant Panel (per Sachse Construction provided document) and terminate Tenant pulled and phased cables on this breaker.
 - iii. Tenant contractor to install their end of cables to their local panel Main circuit breaker within the Tenant space.
 - iv. REI to provide all labels at panels as required.
 - v. REI to install breaker trims and panel covers as required. Breaker trims and panel covers provided by Tenant contractor.
 - vi. REI to remove lock out tag out and energize Main to Panel from Switch Gears as required.
 - vii. REI to turn on all Tenant panel breakers previously turned off.
 - viii. REI to confirm cables are landed and that the Tenant main is off prior to REI energizing the IMP Tenant Panel Breaker. REI and Tenant Contractor to confirm voltage at line side of Tenant panel main.
 - ix. REI to ensure all Electric Room doors are locked upon completion of work.
- c. All labor to be done after hours (typically between 11pm and 7am, Monday through Friday).
- d. All Tenant tie ins are to be scheduled with REI a minimum of 48 hours in advance of the tie in.

Fire Alarm Tie-In:

1. Vendor: SimplexGrinnell
 - a. Contact Name: Mike Onzuka
 - b. Contact Number: 808.479.0434
 - c. Contact Email: monzuka@simplexgrinnell.com
2. Scope of work:
 - a. Tenant electrical subcontractors will need to contact Simplex Grinnell for pricing of the fire alarm system within the Tenant space. Simplex Grinnell will provide a cost to supply and program all fire alarm devices, and the Tenant's electrical subcontractor will be responsible for installing each device and the tie in of the Tenant's system into the base building fire alarm system.
 - b. All pricing for the fire alarm tie in will be included in the Tenant electrical contractor's bid to each Tenant GC. SimplexGrinnell will not provide pricing direct to any Tenant GC.

Fire Sprinkler Special Inspection:

1. Vendor: Kelly G. Rodgers
 - a. Contact Name: Kelly Rodgers
 - b. Contact Number: 808.364.2185
 - c. Contact Email: kellyman808@gmail.com
2. Scope of work:
 - a. Provide special fire sprinkler inspections for each Tenant, consisting of the following:
 - i. Review and approval of the Tenant sprinkler contractor's shop drawings and hydraulic calculations
 - ii. Signing the city required special inspections form
 - iii. Performing site visits with reports
 - iv. Provide the city required final close out letter

Fire Sprinkler Taps, Tie-Ins & Drain Downs:

1. Vendor: Honolulu Fire Protection, LLC
 - a. Contact Name: Barry Sugita
 - b. Contact Number: 808.630.3246
 - c. Contact Email: barry@honolulufire.net
3. Scope of work:
 - a. Provide Sprinkler Tap on existing sprinkler main within each Tenant space, including:
 - i. Shut down fire sprinkler zone and drain out
 - ii. Make fire sprinkler outlet tap
 - iii. Shut down fire pump
 - iv. Refill fire sprinkler system and check for leaks
 - v. Reset fire pump
 - b. Provide second visit to allow Tenant's sprinkler contractor to tie in to the new tap, including:
 - i. Shut down fire sprinkler zone and drain out
 - ii. Tenant's fire sprinkler subcontractor to make connection between Tenant's sprinkler system and new tap on Landlord's main
 - iii. Shut down fire pump
 - iv. Refill fire sprinkler system and check for leaks
 - v. Reset fire pump
 - c. Tenants are required to have SimplexGrinnell present for all mall sprinkler system shut downs, as the mall's fire alarm system will need to be placed into "safe mode" prior to any work being performed. Costs for these "safe mode" visits will be included in SimplexGrinnell's fire alarm pricing provided to each Tenant's electrical subcontractor. Tenant GC will be required to approve the selected electrical contractor's proposal containing SimplexGrinnell's proposal so that SimplexGrinnell's fire sprinkler disconnection work shall be approved.



Additional Mall Required Vendors:

The vendors listed on the previous pages are also required for any modifications, relocations, or additions to base building systems within a Tenant space. All work is to be approved by Mall Management prior to commencement.

In addition to the previous list, the following vendors are also required for any modifications, relocations and/or additions of base building systems within a Tenant space:

1. **Plumbing Contractors** (Tenants must use one of the two options):
 - a. Vendor: Commercial Plumbing
 - i. Contact Name: Kepa Resentes, Project Manager
 - ii. Contact Number: 808.216.1967
 - iii. Contact Email: kepa@ComPlumbing.com
 - b. Vendor: Continental Mechanical of the Pacific
 - i. Contact Name: Alan Suzuki, Vice President
 - ii. Contact Number: 808.478.7662
 - iii. Contact Email: TBD
2. **HVAC Contractor:**
 - a. Vendor: Heide & Cook
 - i. Contact Name: Lance Kawahakui
 - ii. Contact Number: 808.690.4991
 - iii. Contact Email: lance@heidcook.com
3. **Mall Required Roofing Subcontractor:**
 - a. Vendor: Beachside Roofing
 - i. Contact Name: Kim Beattie
 - ii. Contact Number: 808.286.8007
 - iii. Contact Email: kbeattie@beachsideroofinghawaii.com
4. **Mall Required Phone and Internet Vendor:**
 - a. Vendor: Granite Telecommunications
 - i. Contact Name: Daniel Senteno
 - ii. Contact Numbers: (M) 626.755.1329, (T) 781.884.5330
 - iii. Contact Email: dsenteno@granitenet.com

DELIVERIES

All deliveries to International Market Place must be scheduled and coordinated directly with Tenant Coordination using the Mall's scheduling website:

<https://docs.google.com/forms/d/1hDkPc-0EQmyDI7y-2iHZCqkECvAKTTeZEs9XHXaGGgs/viewform>

Tenants are required to schedule all deliveries via the above website a minimum of 72 hours prior to the actual delivery date and time. The following procedures must be observed during all deliveries:

1. All delivery routes to the construction site will be designated by Tenant Coordination. The general contractor shall ensure that all project subcontractors are aware of these routes. Coordinate deliveries with Tenant Coordination.
2. Loading docks shall be used for all deliveries unless approved by Tenant Coordination. The Tenant's 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. Tenant Coordination 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).

SPECIAL ARRANGEMENTS MUST BE COORDINATED WITH TENANT COORDINATION FOR ALL DELIVERIES THAT WILL NEED TO USE THE MALL'S CENTER COMMON AREA. THESE SPECIAL DELIVERIES MUST BE SCHEDULED AT LEAST ONE (1) WEEK IN ADVANCE OF THE DELIVERY.

5. Delivery carts used in the center shall be equipped with soft rubber tires. Carts with steel wheels are not permitted. Cost of floor repairs for damage caused by deliveries will be deducted from the general contractor's construction deposit. If your course of travel through the center is over an expansion joint, a 1/2" sheet of 4' X 8' plywood is required to cover the expansion joint.
6. Customer entrances to the center shall not be used for material deliveries. Special conditions may warrant exceptions but prior authorization from Tenant Coordination is required before delivery.
7. The general contractor shall ensure that any dirt, litter, or tire tracks left from deliveries shall be cleaned by the responsible contractor. If clean-up is not performed within a reasonable time, center cleaning personnel will perform the work and, the cost will be deducted from the general contractor's construction deposit.

IMP Delivery Request Form

* Required



Store Name *

Enter the name of the store receiving the delivery.

Delivery Recipient - Company *

Enter the name of the company receiving the delivery.

Delivery Recipient - Contact Name *

Enter the name of the person receiving the delivery.



*Delivery Recipient's Email Address: **

*Delivery Recipient's Mobile Number: **

*Who is scheduling the delivery? **

Name of scheduler.

*Scheduler's Contact - Email: **

*Scheduler's Contact - Mobile Number **

What is being delivered?

Select type of materials being delivered

*How large is the delivery? **

*How much time will you require to unload your delivery? **

Please note that deliveries will only be scheduled for the amount of time requested. Any additional time beyond the requested delivery window will need to be made up after hours, scheduled through the Logistics Coordinator.

- 1 Hour
- 2 Hours
- 3 Hours
- 4 Hours
- 5 hours
- 6 Hours

*Request Option I for Delivery Date & Time: **

Enter your first choice for delivery date and time



Example: 03/05/2013 11:30 AM

*Request Option 2 for Delivery Date & Time: **

You must pick a 2nd option for your delivery date and time. Please note that deliveries will be scheduled on a first come, first served basis.

mm/dd/yyyy, --:-- --

Example: 03/05/2013 11:30 AM

*Carrier / Trucking Company Information **

Provide any details for the carrier making the delivery (company name, truck number, size of truck, etc.).

*I understand that I will have my deliveries or contractors on the docks only during my confirmed scheduled time; that any delivery that is not confirmed or that is not scheduled may be rejected by the Dock Officer. I understand that the dock hours are from 7am to 3pm Monday through Saturday, and must be scheduled at least 72 hours in advance (during the hours 7am to 3pm, Monday thru Friday). **

Please check this box to confirm.

*I understand that International Market Place's Tenant Coordination Team will do everything in its power to accommodate such delivery requests but that all deliveries are scheduled on a "first come first served" basis. I will receive a confirmation e-mail with my approved day, date, and time. I further understand that if my delivery or contractor begins to encroach upon another time block, for any reason, the Dock Officer may stop the off-loading or contracting work that is in progress, and have the vehicle removed from the dock to re-schedule more dock time. **

Please check this box to confirm.

I understand that I am responsible for all parties involved in my delivery and that they will follow the rules of the site. I will have a competent person at the delivery off-load and drop off points throughout the duration of the delivery. All people that are involved in the delivery process (drivers, tenants and merchants, off-loaders, etc.) are subject to International Market Place's rules and regulations.

*Violations to any of these rules may result in being banned from any future work at the Center. **

Please check this box to confirm.

*I understand that I am responsible to remove all trash, packing material, boxes, pallets, etc. from the dock before the vehicle leaves the dock. All trash and pallets left over from the delivery will be returned to the delivery truck and removed from the property. I further understand that International Market Place will not supply pallet jacks, hand trucks, or carts, nor will they sign for or help off-load the delivery. I will also provide delivery carts that use pneumatic or soft padded wheels, and that absolutely no pallets jacks or pallets are allowed in the elevators, all freight must be de-palletized and transferred to an authorized hand truck or cart. I also understand that deliveries must go through all corridor access points, unless the merchant does not have rear corridor access in which case the delivery can be delivered through the front door during non-business hours. There is no unauthorized off-loading from the street. **

Please check this box to confirm