





**ADDENDUM LOG**

*October, 2010*

*Updated to current layout*

*December, 2010*

*Content revision*

*June, 2011*

*Content revised per VP comments*

*December, 2012*

*Added Automatic Gas Shutoff  
Valve language (pg. 13)*

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**SECTION II**

Contractors Rules & Regulations

## INTRODUCTION

This booklet contains the Tenant Design and Construction Criteria for Free Standing Buildings/Pad Sites set forth by The Macerich Company. This criteria is intended to assist you, the Tenant, during the design and construction phases of your building, whether you are building from the ground up or remodeling an existing building. It is provided by the Landlord in the interest of maintaining a high level of design excellence.

This criteria is intended to harmonize with the leasing documents, but in all cases of conflict the lease will supersede the criteria. It is the responsibility of the Tenant to forward a copy of this criteria to the architect and contractor involved with the Tenant's building. Please distribute this manual to your engineers, and sign designer as appropriate. The information in this manual will help you expedite the necessary approval and subsequent completion of your building project. The illustrations in this criteria contain additional information and explain some of the written content of the leasing documents.

We encourage your architect to be innovative and carefully consider the concept, materials, and colors of the Mall in the design of your building. No deviation from the enclosed criteria will be accepted without written approval from The Macerich Company.

**TENANT PLAN SUBMISSION AND APPROVAL PROCEDURES**  
**TIME TABLE FOR SUBMITTAL AND APPROVALS**

Step	Action	Time Period
1	Tenant submits electronic DWF files of the Preliminary Documents to the Tenant Coordination Department:  <a href="mailto:tcphoenix@macerich.com">tcphoenix@macerich.com</a> <a href="mailto:tcsantamonica@macerich.com">tcsantamonica@macerich.com</a> <a href="mailto:tcrochester@macerich.com">tcrochester@macerich.com</a>	20 days following Tenant's receipt of a fully executed counterpart of the Lease and a copy of the Tenant Package (or 10 days following the date of disapproval under Step #2).
2	Tenant Coordinator approves, approves with conditions, or disapproves the Preliminary Documents.	15 days after confirmed completion of Step #1.
3	Tenant submits electronic DWF files of the Construction Documents to The Tenant Coordination Department:  <a href="mailto:tcphoenix@macerich.com">tcphoenix@macerich.com</a> <a href="mailto:tcsantamonica@macerich.com">tcsantamonica@macerich.com</a> <a href="mailto:tcrochester@macerich.com">tcrochester@macerich.com</a>	20 days after Tenant Coordinator approval at Step #2.
4	Tenant Coordinator approves, approves with conditions, or disapproves the Construction Documents.	15 days after confirmed completion of Step #3.

**Drawing Submittal Format:** All Drawing Submittals must be submitted to [tcphoenix@macerich.com](mailto:tcphoenix@macerich.com), [tcsantamonica@macerich.com](mailto:tcsantamonica@macerich.com) or [tcrochester@macerich.com](mailto:tcrochester@macerich.com) as required 1) as an Electronic DWF (Design Web Format) file; and 2) Published to scale. For instruction on publishing DWF, visit <http://usa.autodesk.com>.

**Note:** Tenant must contact Tenant Coordinator regarding requirements for Landlord approval prior to document submission to governmental authority for building permit.

## PRELIMINARY DOCUMENT SUBMITTAL

*All Tenant designs are subject to review. Tenants are encouraged to review the entire Tenant Package with the Landlord prior to beginning development of their store design.*

The Preliminary Document review process will evaluate all the criteria discussed in this manual, including overall three-dimensional form, degree of design uniqueness and identity, use and detailing of materials, colors and lighting, and integration of signage and graphics. Submittals are to provide the reviewer with a clear understanding of proposed design concepts. The submission must be complete in order to fairly evaluate the proposal and prevent continuation of work on an unacceptable design.

Tenant shall submit to Landlord electronic DWF (Design Web Format) files of items 3-7 to

[tcpheoenix@macerich.com](mailto:tcpheoenix@macerich.com)  
[tcsantamonica@macerich.com](mailto:tcsantamonica@macerich.com)  
[tcrochester@macerich.com](mailto:tcrochester@macerich.com)

as required one (1) sample board, one (1) perspective or photo image for Landlord review.

### 1. **Color and Material Sample Board**

Include actual samples of all Tenant colors and materials visible to the public, mounted on foam core or card stock.

Clearly label all materials and reference to floor plan elevations.

### 2. **Perspective and/or Photo Image(s)**

Colored perspective rendering and/or prototypical photo images of the proposed storefront, including graphics and signage.

### 3. **Key Plan - On Cover Sheet**

- a. Name of Tenant, name of Mall or Center, space number
- b. Applicable Codes, Building Type and Occupancy Type
- c. Leased square footage

### 4. **Floor Plan - ¼." Scale Minimum - showing:**

- a. Entire lease dimensioned space with room names
- b. Floor finishes, casework and fixture locations

### 5. **Site Plan:**

- a. Hardscape
- b. Parking
- c. Landscape
- d. Trash
- e. Grease Intercept
- f. Lighting

### 6. **Sections - 1" Scale Minimum - showing:**

- a. Entry
- b. Display windows and fascia
- c. Sign integration into storefront design

### 7. **Storefront Elevations - ½ Scale Minimum - showing:**

- a. Exterior views - front and sides
- b. Signs, graphics, logos



**FINAL DOCUMENT SUBMITTAL / CONSTRUCTION DOCUMENTS**

The Construction Documents must include a responsibility schedule. Any work, which is the Landlord's responsibility, must be listed clearly on a responsibility schedule on the cover sheet. If any questions arise from the Tenant's interpretation of the design and criteria information, the Tenant shall assume all responsibility for clarification by written request to the Tenant Coordinator. The Landlord plan review and approval process is independent of local permitting for construction. The Tenant is responsible for procurement and compliance with local, state and federal codes and requirements.

Tenant shall submit to Landlord electronic DWF (Design Web Format)

- [tcphoenix@macerich.com](mailto:tcphoenix@macerich.com)
- [tcsantamonica@macerich.com](mailto:tcsantamonica@macerich.com)
- [tcrochester@macerich.com](mailto:tcrochester@macerich.com)

- 1. Key Plan - On Cover Sheet**
  - a. Name of Tenant, name of Mall or Center, space number and location leased premises within Mall or Center
  - b. Applicable codes, building type and occupancy type
  - c. Leased square footage
  - d. Responsibility schedule
  - e. Drawing index
- 2. Site Plan:**
  - a. Hardscape
  - b. Parking
  - c. Landscape
  - d. Trash
  - e. Grease Intercept
  - f. Lighting
- 3. Floor Plans - 1/4" Scale Minimum - showing:**
  - a. Entire lease space with room names
  - b. Floor finishes, casework and fixture locations
  - c. Demolition plan
- 4. Reflected Ceiling Plan - 1/4" Scale Minimum - showing:**
  - a. Complete lighting design, including fixture types and locations, signage, access panels
  - b. Overhead projections such as light coves and fascia systems

- c. Entry
  - d. Connection to Landlord's work. Tenant's framing and/or additional structure showing freestanding from Landlord's structure.
- 5. Sections -1" Scale Minimum - showing:**
  - a. Entry
  - b. Display windows and fascia
  - c. Sign integration into storefront design
  - d. Connection to Landlord's work. Tenant's framing and/or additional structure showing freestanding from Landlord's structure.
- 6. Interior Elevations - 1/4" Scale Minimum - showing:**
  - a. All sales floor interior views
  - b. Built-in casework, signage, display systems
- 7. Storefront Elevations - 1/2" Scale Minimum - showing:**
  - a. Exterior views - front and sides
  - b. Signs, graphics, logos
  - c. Landlord neutral piers
  - d. Storefront finishes (to be referenced to finish schedule)
- 8. Architectural Details - 1 1/2" Scale Minimum**
- 9. Door Schedule w/ Details - Include floor transition details and anti-theft security system details**
- 10. Details, Catalogue Cut Sheets, and Fixture Finishes**
- 11. Finish & Color Schedule**
- 12. Mechanical Documents**
  - a. Reflected ceiling plan, depicting diffusers and return air grilles drawn on a scale of 1/4"=1 '0"
  - b. Roof plan, with screening details, showing the location of proposed rooftop equipment drawn on a scale of 1/4"=1 '0"
  - c. Details of all equipment and methods of installations drawn on a scale of 1/2"=1 '0"
  - d. Unit & equipment schedule, load calculations, outside air requirements and Title 24 Energy Calculations (for CA)
- 13. Plumbing Documents**
  - a. Floor plan depicting all water piping, sanitary facilities, plumbing vent piping, water heater, drinking fountains (if any), water closet, lavatory and floor drain



**FINAL DOCUMENT SUBMITTAL / CONSTRUCTION DOCUMENTS (cont'd.)**

- b. Plumbing single line diagram
- c. Plumbing fixture schedule
- d. Water heater detail and cut sheet
- e. Grease interceptor cut sheets and information for all food preparation areas having pot sinks and/or any grease-producing appliances that will discharge into the waste system
- f. Ceiling, soffits, storefront attachment details to existing base building
- g. A letter from a state-registered structural engineer certifying that all new equipment and design elements serving the Premises are adequately supported to carry the new load.

**14. Fire Protection / Smoke Evacuation Documents**

- a. Engineered sprinkler documents shall consist of a reflected ceiling plan depicting sprinkler head locations drawn on a scale of 1/4"=1'0". Sprinkler documents must be City approved prior to construction commencement
- b. Smoke evacuation requirements can be found in the Tenant Design Criteria.

**15. Electrical Documents**

- a. Electrical load summary and Title 24 Energy Calculations (for State of California)
- b. Floor plan depicting branch circuiting and equipment locations
- c. Reflected ceiling plan depicting the layout of light fixtures
- d. System one-line diagram
- e. Panel board schedules
- f. Lighting fixture schedule
- g. Legend

**16. Structural Documents**

- a. Design elements affecting the structure of the base building
- b. Alterations, additions, modifications and reinforcements to the base building which shall be required to accommodate Tenant's Work
- c. All calculations & details (Include ICBO numbers on all framing details, Seismic bracing details for State of California.)
- d. All forms required by governmental agencies and Governmental Regulations, fully and properly completed and executed by Tenant
- e. Partial structural framing plan showing existing conditions for new and existing rooftop installations and proposed reinforcement, which shall be accompanied by structural engineers' calculations, drawn on a scale of 1/2"=1'0".

**PROCEDURE OF REVIEWING PRELIMINARY DOCUMENTS AND CONSTRUCTION DOCUMENTS -  
DEFINITION OF TERMS**

- 1. Approval.** If Tenant Coordinator approves the Preliminary Documents or Construction Documents, as the case may be, Tenant Coordinator shall notify the Document Originator in writing or by endorsing and returning one set of Preliminary Documents or Construction Documents, as the case may be, to the Document Originator.
- 2. Disapproval.** If Tenant Coordinator disapproves the Preliminary Documents or Construction Documents, as the case may be, Tenant Coordinator shall notify the Document Originator of such disapproval, providing written explanation in reasonable detail, for Tenant Coordinator's disapproval and Tenant shall make such adjustments, corrections and modifications as shall be required to overcome Tenant Coordinator's objections and resubmit the revised Preliminary Documents or Construction Documents, as the case may be, to Tenant Coordinator for Landlord's approval. The preceding process shall be continued until (a) the Preliminary Documents or Construction Documents, as the case may be, are either approved or conditionally approved by Tenant Coordinator.
- 3. Conditional Approval.** If Tenant Coordinator approves the Preliminary Documents or Construction Documents, as the case may be, with conditions, Tenant Coordinator shall notify the Document Originator both of the approval and the conditions for such approval or by endorsing and returning to the Document Originator one (1) set of Preliminary Documents or Construction Documents and Tenant shall be obligated to incorporate and otherwise comply with each and every condition. If Tenant reasonably objects to any condition(s), Tenant or the Document Originator shall notify Tenant Coordinator in writing within three (3) days after Tenant Coordinator delivers such conditional approval to the Document Originator specifying (a) all of Tenant's reasonable objection(s) to Tenant Coordinator's condition(s) and (b) proposed alternative resolution(s) that Tenant reasonably believes will remove all of Tenant Coordinator's objections. Promptly following Tenant Coordinator's receipt of Tenant's proposed resolution(s), Tenant Coordinator shall notify the Document Originator in writing that Landlord has either agreed to Tenant's proposed resolution(s) or reaffirms Tenant Coordinator's conditions. Such determination by Tenant Coordinator shall be conclusive and binding on both Landlord and Tenant.
- 4. Government Approval.** Tenant shall promptly submit to the appropriate governmental authority for plan checking and the issuance of a building permit. If the governmental authority requires any changes to the Construction Documents prior to the issuance of a building permit, Tenant shall, at its sole cost and expense, promptly make such required change to the Construction Documents and submit the changed Construction Documents, concurrently, to Landlord for Landlord's approval and the governmental authority in the manner above specified. Landlord shall have ten (10) business days within which to approve, approve with conditions or disapprove such changed plans. Tenant Coordinator's approval or approval with conditions, as the case may be, shall be conclusive and binding on Landlord and Tenant. If Landlord shall disapprove the changed Construction Documents, Landlord shall provide Tenant with written objections and Tenant shall have ten (10) business days within which to amend the Construction Documents and incorporate Landlord's required changes. Upon Landlord's approval of the changed Construction Documents, Tenant shall promptly submit such plans to the appropriate governmental authority for plan checking and the issuance of a building permit.

## TENANT'S WORK

### A. General:

1. The Criteria and/or specifications as set forth herein represent minimum standards for the design, construction and finish of the premises by Tenant.
2. All work required to complete the premises to a finished condition ready for the conduct of business shall be at the sale cost and expense of the Tenant.
3. Permits and Approvals: Prior to the commencement of construction, building and other permits shall be obtained by Tenant and posted in a prominent place within the premises. Landlord's written approval shall be obtained by Tenant prior to the undertaking of any other work not explicitly shown on the Working Drawings and Specifications. Approval by Landlord does not constitute the assumption of any responsibility by Landlord or Landlord's representative for the accuracy or sufficiency thereof, and Tenant shall be solely responsible therefore.
4. Materials: Only new, first class materials shall be used in the construction of the premises.
5. Non-Interface with Other Work: Tenant shall perform all of its work under this Tenant Criteria in such a manner as will not interfere with, impede or delay landlord's work or the work of other tenants, general public & traffic.

### B. Field Conditions:

1. Tenant is required to inspect, verify and coordinate all field conditions pertaining to the premises from the time prior to the start of its store design work: and the commencement of its construction. Any adjustments to the work arising from field conditions not apparent on drawings and other building documents shall receive written approval of Landlord prior to start of construction.
2. Plan check, building permits, sewer connection charges, domestic water tap fee, and other City, County and State charges in connection with Tenant's work shall be at the Tenant's expense. The design and quality of all work and installations undertaken by the Tenant on the premises shall be subject to the approval of the Landlord and in accordance with all city, county, and state ordinances, rules and regulations.
  - a. Access to ceiling space is required. A "T-bar" ceiling is an acceptable method to provide access.
  - b. Access panels, where required, shall be made to be as inconspicuous as possible.
  - c. No combustible materials are to be installed above the finished ceilings.

## ELECTRICAL, PLUMBING & FIRE CRITERIA

### A. Electrical:

1. California Mall Tenant's must submit Title 24 calculations and certificates of compliance.
2. Before work commences, the Tenant shall verify that the existing electrical service size to the building or available on the site is of adequate size.
3. The electrical service size requested by Tenant is subject to approval by the Landlord.
4. Total load calculations must be submitted to verify demand requirement if above standard size is requested.
5. All conductors are to be copper in conduit.
6. Keep all piping as close to walls and as high to underside of roof framing as possible.
7. Roof penetrations for HVAC electrical shall be no closer than 12 inches and not more than 30 inches from the curb or penetrate within the curb into the unit.
8. If Tenant chooses to reuse an existing electrical system and does not change the electrical in any way, a letter must be submitted to the Landlord from a state certified electrical engineer, bearing the embossed seal of the engineer, stating that the Tenant has in no way altered the electrical system, and therefore title 24 calculations will not be required.

### B. Plumbing:

1. The plumbing system shall be installed in accordance with governing building codes and shopping requirements.
2. Water piping shall be copper with sweat type fittings. Sanitary pipe shall be PVC Schedule 40 where allowed by code.
3. Use lead jackets, (8 inches or higher), for roof vents only.
4. Use square type pitch pans, (4" x 4" x 4" or higher), only.
5. All waste piping designed and installed for the discharge of material from kitchen equipment, except dishwashers, shall discharge through a grease interceptor provided and installed by Tenant prior to connection to Landlord's sanitary system. Grease interceptors shall be contained completely within the demised premises and above the floor slab or other Landlord approved location.

6. All photographic film processing equipment must have an approved reduced pressure principle backflow prevention assembly installed at the water service connection (inside store, after meter).

### C. Fire Protection Sprinkler system:

Tenant shall, at it's sole cost and expense, provide a fully sprinklered premises pursuant to all applicable National, State and Local Governing Agency Requirements, including Double Detector Check Valve.

### D. Criteria for HVAC System:

1. Tenant will provide the Landlord with engineering calculations, which assure the adequacy of the HVAC system the Tenant is providing.
2. Design Conditions - cooling of the Tenant's demised premises:
  - a. HVAC units must be set on factory AC curbs (8 inches or higher) and located as far from side wall as possible. The HVAC unit must not be visible from the parking lot or adjacent streets. Provide details & location of screens
  - b. The HVAC unit must be located over a major structural member and bar joists must be used to reinforced and adequately support the units. Do not remove any structural or miscellaneous steel including bridging and/or blocking.
  - c. The Tenant must provide the landlord with a recommendation of support for the installation of all roof top equipment, (including but not limited to the HVAC unit). This recommendation must be from a certified structural engineer registered in the state in which the work is to be performed. Upon completion of installation, a letter shall be submitted from the engineer, stating that the roof top equipment has been installed in accordance with their recommended design. All recommendations of design and verification of completion shall have the engineer's embossed seal from the state.
  - d. All HVAC units shall be equipped with a 120 volt outlet from the Tenant's electrical service mounted to the unit on the roof top.



**ELECTRICAL, PLUMBING & FIRE CRITERIA (cont'd.)**

- e. The Tenant's property-approved contractor shall coordinate with the Mall roofing contractor all cutting and drilling necessary for the proper installation of equipment. The contractor shall do all repairs of damage and patchings shall be made in a manner satisfactory to the landlord.
  - f. Any mechanical equipment attached to the building structure shall have isolators between the structure and the equipment
  - g. Any required fire damper assemblies, (including sleeves and installation procedures), shall be U.L. listed and approved by the building inspector prior to installation. Install duct and ceiling access to fire dampers.
  - h. The Tenant shall paint the HVAC unit if required by the Landlord. The color shall be selected and obtained from the Landlord. All work shall be at the expense of the Tenant.
  - i. All HVAC condensate lines shall be hard copper and shall be run at right angles to the nearest roof drain or gutter. Pipe supports for the condensate lines shall be on prefabricated blocking set in mastic on a modified bitumen pad. Pipe supports shall be spaced no further than 10 feet apart.
7. Criteria for Reuse of HVAC Rooftop Units on Existing Structures:
- a. Tenant may not reuse an HVAC unit five years old or over. If the existing unit is in excess of 5 years old, a new unit shall be installed in accordance with the Landlord's criteria.
  - b. Should the Tenant choose to reuse an existing HVAC unit and the Landlord determines that a new unit is required for any reason, at any time during the term of the lease, the Tenant must install a new unit conforming to the Landlord's criteria
  - c. When reusing an existing HVAC system the Tenant is in no way relieved of the responsibility to conform to the Landlord's criteria governing the HVAC. d. The Tenant may not alter the existing HVAC system in any way without first submitting plans for approval.
- d. The Tenant's HVAC maintenance contractor must provide photographs of the existing unit and a letter stating that the unit is in "like new" condition.
  - e. Any existing rooftop equipment which is not being used by the Tenant shall be removed and disposed, (per EPA standards), of at the Tenants expense.
  - f. A certified structural engineer registered in the state in which the work is being performed must certify the existing structure is adequate to support the load of the HVAC units and any other rooftop equipment. Any modifications required must be approved by the Landlord before work commences.
8. Special makeup air, where required by special conditions such as grilles, restaurant exhaust systems, etc., will be provided by the Tenant. Evaporative coolers may be used to provide makeup air for a Tenant provided that the following conditions are met:
- a. Along with the HVAC unit, the Tenant may use an evaporative cooler (Essick or Landlord approved equal). The unit must be commercial grade and makeup air shall be an integral part of the exhaust hood. The unit must be a down (bottom) discharge unit and must be curb-mounted.
  - b. All installations shall be approved by the fire marshal.
  - c. The evaporative cooler, (or any other makeup air), shall be a minimum of 10 feet from any exhaust fan or other HVAC equipment.
  - d. All exhaust duct work must be installed in conformance with N.F.P.A. bulletin 96, and the uniform mechanical code. Location of exhaust duct work and roof exhaust fans must have the approval of the Landlord.
  - e. All makeup air units shall be a minimum of ten feet from any exhaust fan, HVAC equipment or plumbing vents.
  - f. Absolutely no exposed duct work shall be allowed on the roof.



**ELECTRICAL, PLUMBING & FIRE CRITERIA (cont'd.)**

- g. For Properties in CA, WA, MT, UT and OR:  
All new development and newly Tenanted restaurants need to have seismic gas shut-off valves installed on Landlord side of the meter, at each individual space. Seismic valves must be:
1. UL-approved;
  2. FM-approved; or,
  3. ACSE 25-compliant.

All devices must be installed consistent with manufacturer's instructions and following jurisdictional code

- h. Natural Gas: If natural gas service is available on the site, Tenant shall arrange for their own gas service from the local gas company. The Tenant will be responsible for obtaining their own meter from the gas company and, after approval from the Landlord, shall run their own service line from the central meter header into Tenant's Premises.

## CRITERIA FOR RESTAURANTS

1. "Supreme" Heavy Duty GBD Exhaust Blowers are required for all kitchen exhaust or grease laden air removal.
2. Tenants are required to furnish and install their own HVAC, Exhaust Systems, etc. as required for their operation.
3. Kitchen HVAC design pressure shall be negative compared to the Service Zone. Tenants HVAC design and construction shall conform to the following criteria:
  - A. General
    1. All calculations shall be in accordance with the latest edition of the ASHRAE Fundamentals Handbook, all applicable Federal, State, and Local codes and requirements, and the most current accepted engineering practice. All calculations shall be certified by a Registered Professional Engineer in the State of California and submitted to Landlord's Engineer for approval. It is Tenant's responsibility to contact the health services department for specifications for food service establishments. All restaurants will need special planning and coordination with the Landlord and local health department.
    2. Sizes and locations for all duct and piping through roof must be shown on plans. Show all required fireproofing.
    3. All garbage and refuse areas wash down "grey" water must be contained within the space and properly drained off into city approved system (i.e. grease interceptor or sanitary sewer).
    4. In the event Tenant engages in the preparation of food or baked goods, Tenant agrees, at Tenant's expense to do the following:
      - a. Install dry chemical extinguishing devices (such as ansul) approved by the fire insurance rating organization carriers.
      - b. Keep and maintain all exhaust ducts and filters in a clean condition.
      - c. Place and store Tenant's garbage and refuse in containers which shall be kept, until collected, in a self-contained refrigerated area within the demised premises set aside for the storage of garbage and/or storing of inflammable or combustible materials, Tenant agrees to install and maintain appropriate chemical extinguishing devices.
    - d. In the event gas is used in the demised premises, Tenant agrees to install an appropriate gas seismic cutoff valve.
    - e. Should the Tenant fail to install any such devices referred to in this section and/or to subscribe to the servicing thereof, Landlord shall have the right to enter the demised premises and to make any necessary installations and charge the cost of such installations and/or the servicing thereof to Tenant which Tenant agrees to pay to Landlord, as additional rent, within

## HAZARDOUS MATERIALS

ten (10) days after demand.

### A. Rules and Regulations:

1. **Prohibited Use:** Tenant agrees that Tenant, its Agents and Contractors shall not use, manufacture, store or dispose of any flammable explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials or other similar substances (collectively "hazardous materials") on, under, or about the premises.
2. **Chemical List:** Contractor must develop a list of all chemicals stored, used, and/or disposed of on the premises during the construction phase. The list shall indicate chemical name, location on site, quantity on site, who uses chemical (job title only), chemical manufacturer or distributor name, manufacturer or distributor address, when and where chemical used, and disposal method for chemical and container. A file containing all material safety data sheets, (MSDS), for all on site chemicals must be kept on site and must be available for inspection by employees and Mall management.
3. **Employee Training:** Contractor must assure that all employees are trained in the proper use and handling of any hazardous materials present on site. This training must be documented and records of the training must be maintained on site.
4. **Labeling:** Contractor must clearly label all chemicals with name of hazardous contents of the chemical and any potentially hazardous characteristics of the contents.
5. **Disposal:** Disposal of all chemicals must be done in accordance with all applicable laws, codes, and ordinances.
6. **Regulation:** Tenant should consult with their attorney regarding compliance with federal, state, and local environmental and hazardous substances laws and regulations.
7. **Asbestos:**
  - a. It is the Contractor's responsibility to make sure that, prior to the commencement of any demolition or construction activities, an independent licensed environmental consultant must conduct a "construction" survey within the premises. If ACM is discovered and if the ACM will be impacted by the scope of the construction project, the ACM must first be removed and disposed of by a qualified and licensed asbestos abatement contractor.
  - b. Before removing any asbestos the contractor must obtain from the Mall Manager a copy of the Landlord's Criteria for Asbestos Abatement. No asbestos abatement work may begin until the project is approved by the Mall Manager.
  - c. Absolutely no asbestos containing floor tile, floor mastic, roofing mastic, or other building materials are allowed within the premises.

## SECURITY

1. **Space and Equipment Security:** The Landlord is not responsible for security of Contractor's tools and/or equipment. The Tenant space should be locked when unoccupied by a representative of the Contractor or Tenant.
2. **After Hour Access:** Should the Contractor desire access to the construction area after hours, the Contractor shall coordinate security and entrance access with the Property Manager. Any extra cost incurred for security will be the responsibility of the Tenant.

## ADDITIONAL REQUIRED DOCUMENTATION

### **Contractor Rules & Regulations**

### **Sign Design & Plan Submittal Requirements**

### **Supreme Exhaust Fan Information**

## STAGING

As defined, allowed by Landlord in an agreed upon area.

- The staging area size and location will be determined by the Property Manager prior to the start of construction.
- Tenant's general contractor shall enclose the area specified with 6' tall chain link fence, covered in non-descript green mesh, without signage or graphics of any kind.
- The security and cleanliness of the staging area shall be maintained in a first-class condition by the general contractor at all times. Such area shall be used for all short and long term storage of building materials, equipment and tools.
- Upon completion of the project, the staging area shall be removed and all areas cleaned, patched and/or repaired to leave the property in a like-new condition.
- Unless otherwise designated, the staging area shall be used for contractor parking.

## EXTERIOR SIGN CRITERIA      **Building Signage**

### **Illumination**

Where required follow guidelines outlined in the city-approved comprehensive sign package for specific center.

Only the following basic types of illumination are allowed:

1. Wording of the signage shall be limited to the Tenant's trade name and shall not include specification of merchandise sold or services rendered, regardless of Tenant "legal name." Logos may be permitted at the discretion of the Landlord.
2. Metal letters, back lit (halo effect) with warm white light (3200K° - 3500K°). Letters must be a minimum of 6" in depth, and must be projected from the background with one inch spacers.
3. Internally illuminated channel letters, with opaque sides and plastic faces, (3200K° - 3500K°) luminous tubing illumination within letters. Letters should not be more than 9" in depth. The Plexiglas color will be determined on an individual mall basis. Trim caps are to match letter color.
4. Exposed neon luminous tubing with a maximum diameter of twelve millimeters and operation current of 20 milli-amperes.
5. Store sign shall not exceed 70% of the storefront width, a distance which shall be determined by the lineal footage of the Tenants leaseline.
6. Letters are to be individually illuminated with white neon. The "Plexiglas" color is to be determined on an individual mall basis. Trim caps are to match letter color.
7. No exposed raceways, crossovers, conduit conductors, transformers, etc. shall be permitted.
8. PK housing (or other U.L. approved insulating sleeve approved by Landlord and local building codes) is required for all through wall penetrations and must be indicated on the Sign-Shop Drawings.
9. No exposed raceways, crossovers, conduit conductors, transformers, etc. shall be permitted.
10. All signage and sign components shall be U.L. listed.
11. All signs, bolts, fastenings, and clips shall be of hot-dipped galvanized iron, stainless steel, aluminum, brass or bronze and no black iron materials of any type shall be permitted.

12. All exterior signage components (logos and all individual letters) shall stand off the face of the wall surface by a distance of 1/4". This shall be accomplished by the use of nylon spacers placed between the face of the wall and the back of the logo or letter.
13. Tenant is responsible for the operation of the Tenant's sign contractor.
14. Electrical service to the Tenant's sign shall be installed by the Tenant and not be part of the Landlord's operating costs. The sign shall be controlled by a time clock.
15. Illuminated sign must not exceed one per elevation.

### **Construction Requirements For Exterior Signage**

1. All metal letters shall be fabricated using full-welded construction.
2. The sign contractor on drawings submitted to the Landlord shall indicate location of all openings for conduit sleeves and supports in sign panels of building walls. Sign contractor shall install signage in accordance with the approved drawings.
3. Tenant's sign contractor shall repair any damage to any work caused by his work.
4. Tenant shall be fully responsible for the operations of Tenant's sign contractors.
5. All sign installation will be coordinated with the Landlord prior to initiation of any work by the Tenant and/or his subcontractors.
6. If Tenant has a non-customer door for receiving merchandise, Tenant may place its name and address on said door in a location approved in writing by Landlord's tenant coordinator, using 2" high block letters. Where more than 1 Tenant uses the same door, each name and address may be applied. Landlord's Tenant Coordinator shall also specify the size, type and color of numbers.
7. Tenant may install on its Mall storefront, if required by the US Postal Service, only the numbers of Tenant's street address and only in such location as Landlord shall specify. Landlord's Tenant Coordinator shall also specify size, type and color of numbers.
8. Floor signs consisting of inlaid logos or name shall be permitted within Tenant's storefront area, and are subject to Tenant Coordinator's prior written approval.
9. Tenant shall remove and make "like new" any and



**EXTERIOR SIGN CRITERIA (cont'd.)**

all areas where their inlaid logo or name exists  
when the Leased Premises is vacated.

**Height of Exterior Signs/Logos**

1. Logos cannot exceed 30" square depending upon the application.
2. Letter heights shall be per the city-approved sign criteria for specific center.
3. Letters are to be individually illuminated with white neon. Plexiglas color is to be determined on an individual mall basis. Trim caps are to match individual letter color.