

CONTRACTORS' RULES AND REGULATIONS



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INTRODUCTION

This package will be given to each Tenant General Contractor prior to the start of any construction in the Tenant space. The entire package is to be read by said Tenant general contractor and this sheet signed by the contractor and recorded with the Tenant Coordination Department, located at Landlord's office address, stating that the contractor has read and understood this package and will comply with the requirements as set forth on the following pages.

No later than three (3) business days prior to the intended commencement of construction, Tenant contractor will schedule a preconstruction meeting with the Tenant Coordinator, as identified by the Mall Management Office, at which time all required paperwork, including Contractor's Security Deposit and any fee payments, will be submitted.

Failure to abide by the terms and conditions of this Contractors' Rules and Regulations package may, in addition to other remedies, subject the violating contractor to withdrawal of authorization to enter the Mall.

Signature of Contractor _____

Date _____

Tenant Name _____

Mall Space # _____

I. JOBSITE CHECK - IN

A. PRECONSTRUCTION REQUIREMENTS

Prior to entering the project or commencement of construction, all Tenants' contractors must schedule a Preconstruction Meeting with the Tenant Coordinator and provide the following:

1. Approved Plans.
2. Evidence of Tenant's building permit and the building department approved set of plans.
3. A copy of the "Contractor's Informational Data Form" must be submitted to both Center Management and the Tenant Coordinator. (See attached Exhibit D.)
4. A Certificate of Insurance verifying minimum coverage as specified below. **No contractor will be permitted to start work until the required insurance certificate is on file with the Landlord.**

Insurance. Prior to commencing Tenant's Work, Tenant's Contractor shall provide Tenant Coordinator with duplicate originals of insurance policies, certificates of insurance or other reasonable evidence, in Landlord's reasonable judgment, of the existence of the following insurance in the minimum amounts specified for each (which insurance shall be retained during the entire course of constructing Tenant's Work):

All policies of insurance must be issued by insurance companies licensed to do business in the State where the Center is located, and with a current rating of not less than A-VIII in the most current available Best's Key Rating Guide.

Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage:)

Combined Single Limits for Bodily Injury and Property Damage:

\$2,000,000.00 Each Occurrence

Products and Completed Operations to be maintained.

Property Damage Liability Insurance shall provide X, C, or U coverage.

\$2,000,000 General Aggregate

Contractual Liability:

Combined Single Limits for Bodily Injury and Property Damage:

\$2,000,000.00 Each Occurrence

Personal Injury, with Employment Exclusion deleted:

\$2,000,000.00 Annual Aggregate

Comprehensive Automobile Liability:

Combined Single Limits for Bodily Injury and Property Damage:

\$2,000,000.00 Each Occurrence

Worker's Compensation and Employer's Liability:

State Statutory Requirements

Applicable Federal Statutory Requirements

Employer's Liability \$2,000,000.00

Umbrella Excess Liability: \$5,000,000.00

All policies required to be carried by Tenant's contractor hereunder shall name **Montebello Town Center Investors LLC, a Delaware limited liability company, UBS Realty Investors LLC, A Massachusetts limited liability company, Macerich Management Company, a California Corporation, The Shops at Montebello**. All binders and policies of insurance delivered to Landlord shall contain an agreement by the company issuing said policy to give Landlord twenty (20) days advance written notice of any cancellation, lapse, nonrenewal, reduction or other adverse change respecting such insurance.

* Refer to Notice of Contractor Violation sheet of this manual for fine amounts

5. Progress schedule or bar chart showing the work schedule and anticipated completion of Tenant's Work.
6. A 24-hour, emergency telephone number for the general contractor, project manager, site superintendent, and for all major subcontractors.
7. A complete list of subcontractors and suppliers, their associated trade, contact and phone numbers. The General Contractor and all subcontractors must be bondable and meet all licensing and insurance requirements by the State and City where the work will occur. (See attached Exhibit E.)
8. Payment of all Landlord required Fees (i.e. Barricade, Temporary Power, Dumpster, Sprinkler Shutdown, Barricade Signage, etc.)
9. A \$5,000 (five thousand dollar) deposit (or as set forth in the Lease Document) will be required by the Tenant's General Contractor at the time of jobsite check-in to ensure payment of any damages to facilities or Mall laborers required to repair damages. This deposit will be returned after completion of punch list items and close out documents have been received (less cost of damages where applicable) within Landlord prescribed time frame.
10. Material Safety Data Sheets (MSDS) on all hazardous substances used by any contractor must be provided to Landlord 48 hours prior to the start of work involving the hazardous substance.
11. Landlord reserves the right to refuse the use of any substance Landlord believes may be hazardous when used in the Shopping Center.
12. Bond – Landlord reserves the right to require a performance bond prior to the commencement of construction. Tenant shall obtain or cause its contractor to obtain payment and performance bonds covering the faithful performance of the contract for the construction of Tenant's work and the payment of all obligations arising hereunder. Such bonds shall be for the mutual benefit of both Landlord and Tenant, and shall be issued jointly to Landlord and Tenant as obliges and beneficiaries. Prior to the date Tenant commences construction of Tenant's work, Tenant shall submit evidence satisfactory to Landlord that such bonds have been issued. Check with the Operation's Manager for Mall's bond requirements.
13. Initialed and Signed Copy of Contractors' Rules and Regulations.

B. JOB FAMILIARITY

Prior to commencement of construction, Tenant's contractor shall thoroughly review the Contractor's Rules and Regulations, verify dimensions and utility locations and familiarize themselves with jobsite conditions.

C. APPROVED PLANS

Tenant's store shall be constructed in accordance with the Approved Plans, which have been approved by the Landlord's Tenant Coordinator. These plans shall comply with all city, county and state rules, ordinances and regulations relating thereto. If the store has not been constructed in accordance with said plans, the Tenant will not be permitted to open the store for business based on the obligations under the Tenant's Lease. A copy of Landlord Approved Plans must be kept on the job site at all times during construction.

D. BUILDING PERMIT

Tenant shall apply for all permits, coordinate Building Department submittal and pay all associated fees. Tenant shall apply for, and obtain all approvals and permits from the local health department if required. Building permit shall be posted in Tenant space before any work starts (i.e., demolition, rough framing, rough plumbing or electrical). A copy of the permit must be on file with the Center Management Office prior to the start of construction and a copy must be placed in clear sight within the job space.

E. CODE COMPLIANCE AND INSPECTIONS

Tenant's contractor is responsible for scheduling inspections by the Building Department and other inspectors as necessary and to comply with their requirements, all codes and regulations. A copy of all inspection reports and the Certificate of Occupancy must be submitted to Landlord upon completion of the work. In the event Tenant's contractor is notified of any violations of codes by the jurisdictional authorities or by Landlord, Tenant's contractor shall correct such violations within seven (7) calendar days from such date of notification. Construction shall comply in all respects with applicable federal, state, county and/or local statutes, ordinances, regulations, laws and codes.

* Refer to Notice of Contractor Violation sheet of this manual for fine amounts

F. SECURITY

Tenant shall ensure the security of Tenant's premises by whatever measures Tenant deems necessary including the re-keying of all locksets.

G. SIGN POSTING

Tenant's contractor or subcontractors will not be allowed to post any signage containing the name or advertising of their firm to any part of the barricade, Shopping Center or premises at any time. Landlord reserves the right to post a Notice of Non-Responsibility on any entry into space as required by Tenant's Lease. Landlord may also post "Coming Soon" signs on the front of the Tenant barricade.

H. TOOL LOAN

Contractor and subcontractors must always use their own tools and equipment. At no time will the Landlord rent or loan tools or equipment to contractor or subcontractor. If Landlord's tools or equipment (i.e., Gray Whales, trash bins, trash can, flat carts or ladders) is found in the possession of contractor or subcontractor, fine will be deducted from Contractor's Security Deposit.*

I. PUBLIC RESTROOMS

Contractor and subcontractors are not to use public restrooms to clean their tools. Violators will be subject to a fine deducted from Contractor's Security Deposit.*

II. CONSTRUCTION RULES

A. QUALITY OF WORKMANSHIP

Tenant's Work shall be performed in a thorough, first class and workmanlike manner and shall be in good and usable condition at the date of completion thereof. If in the Landlord's judgment, the Tenant's Work is not completed in a first class workmanlike manner or in compliance with Approved Plans, the Tenant will not be allowed to open until said discrepancies are corrected.

B. WORK COORDINATION

1. Any mechanical, electrical, or plumbing item which needs to be routed through another tenant's space must be coordinated with the Center Management Office and the tenant whose space the items will pass through, all at Tenant's contractor's sole risk and expense and during hours and times that are commercially reasonable for the other tenant.
2. No contractor or subcontractor participating in Tenant's Work will at any time damage, injure, interfere with or delay any other construction within the Mall.
3. All required Tenant's Work on fire sprinkler, roof, and electrical within mall's service entrance section (SES), must be performed by Landlord approved contractor. The names and contact information for each are available in the Mall Management Office.
4. All work by Landlord's Approved Fire Sprinkler, Roofing and Electrical Contractor can be scheduled through their respective representative.

C. SUPERVISION

Tenant's contractor shall provide a full time supervisor or representative on site at all times (for answering questions, meeting with City Officials, the Mall Management Team, etc.) whenever construction is being performed in Tenant's space. A fine will be deducted from the Contractor's Security Deposit for each occurrence.*

D. WORK HOURS

1. Please verify at preconstruction meeting for the specific hours for this Center.
2. All work which may produce fumes or noxious odors of any kind IS REQUIRED to be performed after the Center closes for business. There are no exceptions!
3. For after hours work and access to the premises, please refer to Exhibit "C" on Page 16 and coordinate access through the mall Management office prior to any work being performed.
4. Routine inspections will be performed by Landlord's representative, Tenant Coordinator, Operation's Manager or Mall Security personnel with regards to accurate performance of contractor's work, general safety requirements, and to ensure adherence to the "Contractors' Rules and Regulations".

* Refer to Notice of Contractor Violation sheet of this manual for fine amounts

E. WORK AREAS

1. Tenant's contractor shall contain all operations within the premises of their space and such other space as Landlord may specifically permit. Common areas, public corridors, service corridors and exterior of Landlord's building must be kept clear of Tenant's equipment, merchandise, fixtures and trash at all times.
2. All precautions will be taken to insure that dust and fumes from demolition and construction remain within the barricade and shall not accumulate into the common area. If the Center Manager or Operations Manager deems dust accumulation excessive, it is the contractor's responsibility to pay for the clean up, or provide the services to clean up the area.

F. DAMAGE REPAIR

Tenant's contractor shall be responsible for the repair and/or replacement of any damages caused by Tenant's contractor or his subcontractor to the Center or surrounding tenants. All damage must be repaired within a twenty-four (24) hour time period, or the Landlord will complete all necessary repairs at the sole cost and expense of the Tenant's contractor, plus a twenty-five percent (25%) surcharge.

G. CONSTRUCTION NOISE

Any work involving saw cutting, boring or drilling that creates excessive noise levels, shall be performed during non-Mall hours. This is to insure that neighboring Tenants and passing customers are not disturbed. A fine will be deducted from the Contractor's Security Deposit for each occurrence.*

H. CONSTRUCTION BARRICADE

1. Construction barricades shall be provided by the Landlord (unless otherwise specified by Landlord) and will be built from two to five feet from the lease line. All required existing aisle widths must be maintained to meet local fire and safety codes.
2. If there is any damage or destruction to the barricade, a fine will be deducted from Contractor's Security Deposit, plus all the cost of removing, repairing, or replacing any damaged sections of the barricade, including paint and graphics.*
3. Barricade fees:**
4. If Landlord has not installed a barricade prior to the preconstruction meeting, then, prior to the commencement of Tenant's Work, Tenant shall, upon Landlord's approval of Tenant's plans and specifications, install a barricade per Landlord's requirements contained in the Tenant Package, including sheetrock, taped with smooth 3 coat drywall finish, backed with metal studs placed on a minimum 1/2" Landlord approved material to protect the flooring. Where possible, the barricade must extend a minimum of 6" above the height of Tenant's storefront elevation and shall not extend more than 6" beyond the demising walls of the Premises on either side. The barricade must be installed (and removed when Tenant's Work is complete) within a 24-hour period during hours the Center is not open. If barricade is not completed by the time period as directed by Mall Management, a fine of \$50.00 per day will be assessed, or Landlord will complete all necessary work to barricade at the sole cost and expense of Tenant's contractor, plus a twenty-five percent (25%) surcharge. In the event that Tenant's space has a rear door, no door will be permitted in barricade unless required by local jurisdiction.
5. Graphics: Graphics shall be placed on the barricade by Landlord, and the Tenant contractor will reimburse the Center (\$500, or as set forth in the Lease Document) for the cost of all graphics. Contact the Mall Management Office for costs of barricade graphics.
6. Flooring: Tenant's contractor shall provide adequate protection to that portion of the mall flooring enclosed by the barricade to prevent damage to the floor during construction. Any chips, holes or scratches in the Mall flooring from demolition of the old storefront or construction that remains exposed after new construction is the responsibility of the contractor to repair. Any damage to said floor including, but not limited to, staining by liquid or foodstuff, shall be repaired or replaced by Landlord at expense of the Tenant's contractor.
7. Carpeting must be put down behind the barricade and shaken out daily to protect the Mall floor. No foot traffic will be permitted through the barricade during Mall Hours. Use the back door at all times where applicable.
8. All workmen are required to remove as much dust and dirt from their shoes and clothing as possible before entering the common area of the mall. Any contractor or subcontractor who tracks dirt or dust through the common area will be subject to a cleaning fine deducted from Contractor's Security Deposit for each occurrence.* No foot traffic will be permitted through the barricade during Mall hours. Use back door (if existing).

* Refer to Notice of Contractor Violation sheet of this manual for fine amounts

** Refer to Preconstruction sheet of this manual for fee amounts

9. If the Tenant needs to modify or relocate an existing Landlord installed barricade, it will be done at the sole cost and expense of the Tenant's contractor with the work being performed exclusively by the Landlord's contractor. The Tenant and/or its contractor shall have no claim to the Landlord for any modification or relocation of the barricade.
10. Tenant's contractor shall be required to properly protect Tenant's Premises and Tenant's Work with lights, guard rails and barricades and secure all parts of the work against storm, accident, malicious mischief and theft. If the barricade has been built and is in place prior to the contractor's commencement of work, the Tenant's contractor will reimburse the Mall for the cost to build the barricade.
11. All finished Mall areas including soffits, neutral piers and bulkhead are to be returned to their original condition when construction is complete and barricade removed. The surfaces where the barricade had been fastened to the Mall bulkhead must be repaired and painted to match existing Mall color. Matching paint color specifications are obtained from Mall Operation's Manager.

I. TEMPORARY CONSTRUCTION POWER

Temporary electrical facilities for construction power may be available from Landlord. Tenant's general contractor must provide temporary facilities from Tenant's panel and make application for electrical service to the serving utility company. This should be the first item accomplished for construction power purposes. When temporary electrical service is provided, a monthly charge based off of gross leasable area of the demised premises or the Landlord's flat fee amount, whichever is greater, shall be paid by Tenant's General Contractor to Landlord at Preconstruction meeting.**

J. DELIVERIES

1. All deliveries are to be made during off Mall hours. Any other delivery time must be pre-approved by Mall Manager or Operations Manager. A fine will be deducted from the Contractor's Security Deposit for each occurrence.*
2. Deliveries will be made through rear doors at all times. Exceptions are 4' x 12' drywall, long metal or wood pieces that cannot be moved through service corridors. These items must be delivered before 9:30 a.m. Contractor is responsible for cleaning up any tracked dust or debris on Mall floors after delivery is completed. A fine will be deducted from the Contractor's Security Deposit for each occurrence.*
3. Under no circumstances whatsoever are the Mall Entry Doors to be used for movement of construction material or equipment.
4. Loading bays and truck courts are to be used for loading and unloading only. Any vehicle left unattended will be towed away at Owner's expense. A fine will be deducted from the Contractor's Security Deposit for each occurrence.* Workmen are to park in Mall employee designated areas. Consult with Center Manager or Operations Manager for location. A fine will be deducted from the Contractor's Security Deposit for each occurrence.*
5. At no time will hard cast steel wheels be allowed to cross mall flooring. A fine of will be deducted from the Contractor's Security Deposit for each occurrence.*

K. TRASH REMOVAL

1. The trash from any remodel or build-out is the responsibility of the general contractor. For information regarding fees, trash container location, name of Refuse Company, contact the Center Management Office that services the Center.
2. Coordinate with Center Management/Maintenance office on the location of a trash container for your job.
3. Any contractor using the Mall's bins without authorization or leaving debris or material in common areas will be charged fine for an additional dumping fee, and if damage occurs due to contractor's use, contractor will be held obligated for all repairs and cleanup as the result of that dumping, plus a twenty-five percent (25%) surcharge.*
4. All disposal of hazardous waste shall be in accordance with all local, state and federal regulations. Any contractor using the malls trash bins for the disposal of hazardous waste will be charged a fine.* Contractor will be held obligated for all cleanups as the result of that dumping, plus a twenty-five percent (25%) surcharge.
5. Tenant's contractor is responsible for damage to parking surfaces caused by tenants' roll-off trash container or storage box containers. Tenant's contractor to ensure existing parking surfaces is adequately protected.

* Refer to Notice of Contractor Violation sheet of this manual for fine amounts

** Refer to Preconstruction sheet of this manual for fee amounts

L. SAFETY

1. 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.
2. Contractors or subcontractors are prohibited from consuming or being under the influence of alcohol or any intoxicant while on Mall property (including Tenant's premises, eating areas, or vehicles parked on Mall property). Smoking is not permitted in the Center. A fine of will be deducted from the Contractor's Security Deposit for each occurrence.*
3. Routine inspections will be performed by the Landlord's representative, Operations Manager or Mall Security personnel with regards to accurate performance of contractor's work, general safety requirements, and to insure adherence to the "Contractors Rules and Regulations."
4. At Landlord's request, contractor must provide additional ventilation when necessary.
5. Miscellaneous safety rules:
 - Fire extinguisher: Minimum 20 lb. ABC fire extinguisher to be located on site.*
 - Hard hats, eye and foot protection shall be worn on site at all times. No metal hats or bump caps permitted.*
 - Signage: Post safety or hazard signage per OSHA regulations (bilingual if necessary).*
 - Electric cords: Tools and extension cords should not be frayed or damaged and should be equipped with ground. Use no tools without Ground Fault Circuit Indicator (GFCI).*
 - Housekeeping: Deposit all trash and debris in dumpster daily. Work, storage and break areas to be broom cleaned daily.*
 - Work Clothing: Minimum sleeve length at four (4.0) inches over shoulders. **No tank top, net shirts, shorts, cut-offs, etc.***
6. Violation of any of these work safety rules will result in a fine FOR EACH VIOLATION, and will be subject to all personal and/or property damage claims.*

M. HAZARDOUS MATERIALS

1. Contractor MUST provide MSDS forms for any chemical or items noted below forty-eight (48) hours prior to use of these materials for Landlord's review and approval. (Contractor shall additionally notify Mall Management office 24-hours in advance of the use of any of these items), (a) Toxic chemicals; (b) Epoxies, Glues; (c) Vinyl or sheet flooring; vinyl base materials; flooring, mirror and roof mastic (provide MSDS and proof that it does not contain asbestos); (d) Paint, Lacquer, Urethanes, etc., and (e) Any materials requiring special ventilation will be used one (1) hour after the closing of the Mall and/or completed 1 1/2 hours prior to Mall opening. This will insure that all odors will be dissipated to a level satisfactory with Center Management.
2. The Contractor must:
 - a. obtain from the Center Manager the booklet entitled: NOTICE: What You Should Know about Asbestos.
 - b. obtain from the Center Manager the asbestos testing reports showing the location and condition of any asbestos-containing materials within the space.
3. Absolutely no asbestos-containing materials, including but not limited to, floor tile, floor mastic or roofing mastic are allowed within the premises. While some of these materials are still used and can be purchased through normal distribution channels such as hardware stores, they are strictly prohibited by the Landlord. If it is discovered that the contractor installed asbestos or other hazardous materials, the contractor will be held responsible for all costs associated with its removal and disposal.
4. No HENRY brand products (including products labeled non-asbestos) may be used because they have been found to contain asbestos.
5. The Landlord has received suitable evidence that the following products do not contain asbestos. These products may be installed to the extent that they comply with all other provisions of these Contractors' Rules and Regulations and have been approved in writing by the Landlord and or Tenant Coordinator for their design compatibility with the Center.
 - Amtico Luxury Vinyl Tile
 - Altro Safety Floors
 - Burke Mercer Flooring
 - Constellations by LG Chem
 - Forbo Marmoleum
 - Lonseal

* Refer to Notice of Contractor Violation sheet of this manual for fine amounts

- Mannington Commercial Essentials Vinyl
- Mannington Commercial Inspirations Vinyl
- Marley Flexco
- Stratica by Amtico
- Tarkett Commercial Sheet Vinyls
- Toli International

If any of the above products are installed, documentation, in the form of an MSDS or an invoice must be provided to mall management.

If vinyl flooring, mastic and/or roofing products are installed and are not listed above, suitable documentation, as determined by mall management, must be supplied to verify that the installed materials do not contain asbestos.

N. HOT WORK

1. Whenever any hot works is performed within the premises, a fire watch will be in effect during and up to one hour after the completion of said work. A fire extinguisher must be on site. The provisions outlined in the Hot Works policy shall be adhered to at all times. Contact The Center Management Office for special requirements and a permit prior to commencing any hot works.
2. Under no circumstances whatsoever will any hot works be permitted during a sprinkler shut down.
3. All hot works must be pre-approved by The Center Manager or Operations Manager.

O. SLAB PENETRATION / STRUCTURAL SUPPORT

1. No penetrations or saw cutting may be made through suspended slab - if applicable - without management approval and notification of date and time. X-rays of the area of the proposed floor opening must be taken before Center Management approval. A qualified X-ray contractor hired at general contractor's expense shall perform all X-rays.
2. Center Management Office approval shall not relieve contractor from responsibility for damage to Macerich property and/or any Tenant's property due to penetration or saw cutting of the floor slab. Contractor shall coordinate with The Center Management Office when any core boring or saw cutting of the floor slab is attempted, and provide a watchman in that specific area below the Tenant space, where core boring will occur for the duration of such work.
3. All penetrations are to be properly sealed with expanding foam and filled with concrete fill, or as applicable per building code(s).
4. Nothing is permitted to be attached to, or suspended from, or penetrate the roof deck above. Tenant's Contractor is required to frame, brace and/or suspend, as needed to/from the top chord of joists or structural steel which exist above tenant space.

P. ELECTRICAL

1. For all work in Landlord's switchgear (SES), Tenant's General Contractor must contract with a Landlord Approved Electrical Contractor, at Tenant's sole cost and expense. All work shall be performed during off-hours, and no one will be permitted to work on switchgear while energized.
2. All electrical contractors must go through Center Management Office and/or the Operations Manager for access into electrical rooms and will be responsible for replacing all panel covers after use.
3. Electrical contractor shall submit to the Landlord a schedule of work affecting the Mall's meter switchboard. The schedule shall identify the estimated time of work, power outages (if any), and the description of the work to be done.
4. Upon approval of the above schedule by the Landlord, the electrical contractor may proceed with his work. Any variations in the schedule must be approved by the Landlord.
5. Any outages will be coordinated with the Mall Manager, local utility company, and all affected Tenants from the particular meter switchboard. The electrical contractor will be responsible for Tenant coordination, safety during the performance of work, and the avoidance of any unscheduled shutdowns of Mall power.
6. At no time shall the meter switchboard be left unattended or the covers on the switchboard be left off while work is being performed. It is the responsibility of the electrical contractor to maintain the area while working and maintain safety standards for all individuals. Compliance with OSHA's Lockout Standard is mandatory.
7. Upon completion, the meter switchboard shall be clear of all debris. All covers and associated hardware shall be replaced in their original location or position.

* Refer to Notice of Contractor Violation sheet of this manual for fine amounts

8. All conductors are to be copper installed in conduit.
9. Keep all piping as close to walls and as high to underside of roof framing as possible.

Q. ROOF ACCESS

1. Access to the Mall's roof is restricted to Landlord's personnel and Landlord's designated contractors only. No Tenant contractor or subcontractor will be permitted on the roof unless arranged with the Landlord and supervised by Mall personnel. Tenant contractor must check in and out with Mall Office or a fine will be imposed.*
2. Contact Landlord's approved contractor for any and all work within the Center. (Mall Management Office to provide required Roofing Contractor information.) All work shall be at the Tenant's sole cost and expense.
3. Roof area must be kept clean of all debris. All excess materials, flashing, sheet metal screws, etc., must be removed. A fine will be deducted for any debris that has to be removed by the Center Management Office, plus a twenty-five percent (25%) surcharge.* All roof penetrations MUST be coordinated with the Operations Manager 48 hours prior to work commencing.
4. There shall be no penetrations of the roof without prior written approval of both the Tenant Coordinator and the Center Management Office. Any and all roof penetrations required by Tenant shall be at Tenant's expense, and will be performed by Landlord's approved roofing contractor.
5. Prior to installation of new A/C equipment, Tenant shall have submitted for Landlord's approval, heating, ventilation, air conditioning design information, cooling and heating loads, and equipment data. All changes, additional, or replacements of A/C equipment shall be approved by the Landlord prior to installation. Such changes, additional, or replacements of A/C equipment shall be subject to Landlord's A/C Contractor's final inspection and approval. (See attached Exhibit B for more information.)
6. All application of and roof materials for equipment mounting platforms, curbs and pipe penetrations will be performed by Landlord's roofing contractor, at Tenant's expense, as per local code. The following criteria for roof related work applies:
 - All equipment platforms, curbs, single and multiple pipe penetrations will conform to Landlord's technical criteria. No sleepers are allowed. This includes wood, metal, exposed and enclosed types. All platforms, curbs and multiple pipe penetrations will be a minimum height of eight (8) inches.
 - There shall be no installation of roof mounted antennas.
 - All single and multiple pipe enclosure piping penetrations for rooftop equipment will be located a minimum of fourteen (14) inches and a maximum of twenty-four (24) inches away from the equipment it is serving.
 - Electrical conduit will penetrate through roof no further than twenty-four (24) inches from the rooftop unit.
 - All HVAC condensation drain lines will be piped back into the Tenant's space. All piping will be copper, Type "M". (Check with Operations Manager as to Landlord's requirement.) (See attached Exhibit B for more information.)
7. At no time may heavy equipment be moved along the roof with dollies made with solid rubber tires or metal wheels.
8. Ladders will not be permitted on the side of the building for roof access. Roof access may be obtained by checking in at the Management Office, at which time Security will escort workers to the access point. All workers are required to check out at the Management Office when finished. The roof access hatch is to be kept closed when not in immediate use.
9. Under no circumstance will any Air or Crane lifts of HVAC equipment be allowed without prior written approval. A forty-eight (48) hour notice is required. Air or Crane contractor must provide the same insurance requirements as general contractor, and be in compliance with all applicable laws regulating said operations.

R. FIRE PROTECTION

1. All fire sprinkler work within Tenant's space must be performed by Landlord Approved Fire Sprinkler Contractor.
2. In the event of a broken sprinkler head or line, please notify Center Management immediately.
3. Contact Landlord's approved contractor for any and all work within the Center. (Mall Management Office to provide required Sprinkler Contractor information.) All work shall be at the Tenant's sole cost and expense.
4. At no time will the sprinkler system be shut down without first notifying the Center Management

* Refer to Notice of Contractor Violation sheet of this manual for fine amounts

Office. Any work requiring draining the fire sprinkler system must be performed Monday through Friday before Center opens. Contact Center's security prior to ANY work on the fire sprinkler system. A twenty-four (24) hour notice of intent must be given to Landlord prior to performing the above mentioned work. Drainage required by Tenant will be performed by the Landlord's Contractor, at the Tenant's expense, at the contractor's cost per drainage.*

5. Sprinkler heads and all fire protection components are to remain operable during construction, including smoke detectors (Except during system modification downtime). Extreme caution and awareness must be utilized at all times. Caution should be used when working near pressurized lines or heads.
6. Any fire protection system impairment, including the temporary covering of smoke detectors, requires the formal notification of the property's alarm monitoring company.

S. SMOKE DETECTORS/TESTING

1. It is the sole responsibility of the Tenant and its contractor to provide a smoke detector system within each space - as may be required by applicable code(s). At no time will Tenant's Contractor be allowed to tamper with or disconnect any part of the Malls' smoke detectors. Interference with Mall life safety system will automatically make you or your company responsible for any damage that might occur to Mall equipment. All connections required by Tenant of Tenant's life safety system to mall life safety system to be performed by Mall Life Safety Contractor at Tenant's expense.
2. SMOKE EVACUATION / ALARM TESTING FEE: A smoke Evacuation / Fire Alarm Test is required on the Tenant's installed system. The fee for each test charged to the Tenant's General Contractor is referred on the Notice of Contractor Violation sheet of this manual. These tests are to be performed prior to the Mall's operating hours and will be conducted with the local Fire Marshal support staff.
3. If additional Mall staff is required to be on site during a preliminary test that does not involve the Fire Department, the Tenant's general contractor will be charged for each test.*

T. LANDLORD'S PUNCHLIST

1. Upon completion of the Tenant's Work, the Tenant or his Contractor shall notify the Landlord's Tenant Coordinator and Center Management Office of the same. Within Ten (10) days of such notification, the Tenant Coordinator shall inspect the premises and prepare a punchlist of defective items, if any. Such punchlist shall be passed to the Tenant's Contractor. All defects shall then be repaired within the next Fifteen (15) days.
2. Failure to complete all or any of the defects to the reasonable satisfaction of the Landlord's Management Office or Landlord's Tenant Coordinator within the prescribed time period, shall result in the deduction per day from the Contractor's Security Deposit.* **There are no exceptions!**
3. Upon application to Landlord's Tenant Coordinator by the Tenant's Contractor for the refund of the Contractor's Security Deposit, (if any) such deposit shall be returned within thirty (30) days together with a statement of deduction, provided that:
 - a. All construction is complete including all Landlord punchlist items.
 - b. A complete closeout/compliance package has been submitted to Landlord.
 - c. All rubbish, debris, packing, storage vessels, transportation items, tools, vehicles, containers and the like whether owned, leased, hired or off-hired by the Tenant or his Contractor are removed from the premises and the Mall in general.

U. COMPLIANCE / CLOSEOUT PAPERWORK

General Contractor shall deliver the following to Landlord within ten (10) days of completion of Tenant's Work or Tenant's opening for business, whichever first occurs:

1. NOTICE OF COMPLETION - For states which provide for the filing of such in connection with the mechanic's lien statutes, General Contractor shall obtain, record and post on the Premises a recorded Notice of Completion, if required or permitted by law, within three (3) days following substantial completion of Tenant's Work and forward to Landlord a conformed copy of the recorded Notice of Completion within three (3) days thereafter.
2. CERTIFICATE OF OCCUPANCY – The original Certificate of Occupancy or the equivalent for the jurisdiction in which the Center is located, if applicable in connection with the scope of Tenant's Work in Landlord's reasonable discretion, proof of passing all final inspections and/or copy of all building permits with sign-offs executed by appropriate governmental agencies.
3. LIEN WAIVERS – Originals of all final unconditional lien releases from all contractors, subcontractors and materials and service suppliers, on account of Tenant's Work, shall be submitted in a Landlord

* Refer to Notice of Contractor Violation sheet of this manual for fine amounts

approved form, notarized and executed by an officer of the company, as well as an affidavit from Tenant's Contractor that no liens exist as a result of Tenant's work.

4. AIA DOCUMENT REQUIREMENTS –
 - (1) For Tenant's Work with an aggregate cost in excess of \$1,000,000.00, Tenant shall obtain and deliver to Landlord AIA Document G702, completed, executed and certified by Tenant's Architect that the premises were constructed in accordance with the Approved Plans, together with AIA Document G703, completed and to which shall be affixed Tenant's Contractor's signed certification, within thirty (30) days after substantial completion of Tenant's Work.
 - (2) For Tenant's Work with an aggregate cost of \$100,000.00 to \$1,000,000.00, Tenant shall obtain and deliver to Landlord AIA Document G702, together with AIA Document G703, completed and to which shall be affixed Tenant's Contractor's signed certification, within thirty (30) days after substantial completion of Tenant's Work.
 - (3) For Tenant's Work with an aggregate cost less than \$100,000.00, Tenant shall obtain and deliver to Landlord a copy of the contract between Tenant and Tenant's Contractor showing Tenant's Contractor's final billing within thirty (30) days after substantial completion of Tenant's Work.
5. CERTIFIED AIR BALANCE REPORT – A report that gives a complete total of CFM output for the space; AABC required.
6. AS-BUILT DOCUMENTS – The record set of what was constructed at the site (architectural, structural, mechanical, plumbing, electrical, fire protection, etc.)
7. LANDLORD'S PUNCHLIST - Evidence of Landlord's acknowledgement that all construction is completed, including Landlord punchlist items.
8. PAYMENTS – All fines (damages, violations, etc.) and fees (electrical, dumpster, barricade, sprinkler shutdowns, fire alarm, etc.) relating to construction.

V. CONTRACTOR'S EXHIBITS

The attached Exhibits are for your review and use.

- EXHIBIT A – TENANT CONTRACTOR CHECK LIST
- EXHIBIT B – COORDINATION OF ROOF RELATED WORK
- EXHIBIT C – PERMIT TO WORK BEFORE / AFTER MALL HOURS
- EXHIBIT D – CONTRACTOR'S INFORMATIONAL DATA FORM
- EXHIBIT E – SUB-CONTRACTOR LIST
- EXHIBIT F – ELECTRICAL CHECK LIST
- EXHIBIT G – MECHANICAL / ELECTRICAL SCHEDULE
- NOTICE OF CONTRACTOR RULE VIOLATION

* Refer to Notice of Contractor Violation sheet of this manual for fine amounts

III. CONTRACTOR'S EXHIBITS

EXHIBIT A

TENANT CONTRACTOR CHECK LIST:

Prior to entering the project or starting construction, all Tenants' contractors must schedule a Preconstruction Meeting with the Tenant Coordinator and provide the following:

1. Evidence of Landlord approved set of plans.
2. Payment of all Landlord required Deposits and Fees (Contractor's Security Deposit, Barricade, Temporary Power, Dumpster, Sprinkler Shutdown, Barricade Signage, etc., as required by Landlord).
3. Evidence of Tenant's building permit and the building department approved set of plans.
4. A copy of the "Contractor's Informational Data Form". (See attached Exhibit D.)
5. A Certificate of Insurance verifying minimum coverage as specified below. No contractor will be permitted to start work until the required insurance certificate is on file with the Landlord.
6. Workman's Compensation and Employer's Liability Insurance in an amount applicable by law.
7. Comprehensive General Liability and/or Excess (Umbrella) Liability in an amount not less than \$1 million for each occurrence and for the Aggregate of \$2 million.
8. The Excess (Umbrella) liability policy is defined as being in addition to the general liability amounts in the amount of \$5 million. All policies must contain the following as named additional insured: **Montebello Town Center Investors LLC, a Delaware limited liability company, UBS Realty Investors LLC, A Massachusetts limited liability company, Macerich Management Company, a California Corporation, The Shops at Montebello.**
9. Policy must provide that Landlord will be given thirty (30) days Notice of Termination or alteration of insurance.
10. Comprehensive Automobile Liability in an amount not less than \$1,000,000 combined single limit, for EACH person, and for EACH accident.
11. Progress schedule or bar chart showing the work schedule and anticipated completion of Tenant's work.
12. A 24-hour, emergency telephone number for the general contractor, project manager, site superintendent, and for all major subcontractors.
13. A complete list of subcontractors and suppliers, their associated trade, contact and phone numbers. The General Contractor and all subcontractors must be bondable and meet all licensing and insurance requirements by the State and City where the work will occur. (See attached Exhibit E.)
14. Initialed and Signed Copy of Contractors' Rules and Regulations.
15. Schedule of Work.
16. Material Safety Data Sheets (MSDS) on all hazardous substances used by any contractor must be provided to Landlord 48 hours prior to the start of work involving the hazardous substance.
17. Notice of Non-Responsibility.

FOLLOWING COMPLETION OF BUILD-OUT:

BUILDING PERMIT (Signed copy from city)

NOTICE OF COMPLETION

CERTIFICATE OF OCCUPANCY OR CERTIFICATE OF COMPLETION (whichever is applicable)

LIEN RELEASES (Original, notarized, Unconditional Finals)

CERTIFIED AIR BALANCE REPORT (if required)

ARCHITECTURAL "AS-BUILT" PLANS

PLUMBING "AS-BUILT" PLANS

FIRE PROTECTION "AS-BUILT" PLANS

ELECTRICAL "AS-BUILT" PLANS

STRUCTURAL "AS-BUILT" PLANS

CAD "AS-BUILT" DISKETTE(S) OF THE WORK (TIFF format)

COMPLETED PUNCHLIST – Authorization from Landlord's Tenant Coordinator

* Refer to Notice of Contractor Violation sheet of this manual for fine amounts

EXHIBIT B**COORDINATION OF ROOF RELATED WORK**

1. All parties requiring roof access must sign in and out in the Center Management Office. Failure to do so may lead to legal action from Management.
2. Any Tenant improvements to the roof must be coordinated through Center Management or Tenant Coordinator for approval. Such improvements will not be allowed until written description of the work along with specifications and drawings, have been submitted to the Tenant Coordinator. Landlord's required roof contractor must perform any such work.
3. **Any unapproved work will be subject to corrective action by the Landlord at the expense of the Tenant, General Contractor and/or subcontractor.**
4. All mechanical units for which the Tenant's General Contractor is responsible shall be maintained by the Tenant to prevent spillage or leakage of oils or grease onto the roof surface. Any damage resulting from such spillage or leakage will be corrected at Tenant's expense.
5. All roof top units are to be clearly stenciled with the Tenant's name, space number and house number.
6. Any damage to the roof inflicted by Tenant's General Contractor and/or his subcontractors will be corrected at the expense of the responsible party.
7. All roof-related improvements must be installed with flashing applied in a manner acceptable to the manufacturer, by a manufacturer approved roofing contractor. The only roofing contractor approved by Landlord is (**Management Office to provide required Roofing Contractor information**). Contractor charges are at the Tenant's expense.

The following lists several guidelines pertinent to the placement and flashing of roof-related improvements:

1. No improvements should be installed during inclement weather. Tie-in of flashing materials to moist or dusty surfaces should not be attempted. Existing materials, as well as all metal or concrete surfaces, should be cleaned prior to application of new materials.
2. The improvements should in no way diminish or interfere with the structural integrity of the building, roof structure, or with roof drainage.
3. No improvements should be installed in any roof waterway or area of the roof which ponds water.
4. The distance between the new improvements and parapet walls, existing equipment curbs, or any rooftop projection, should be no less than 24" to allow for proper flashing and sealing of the roof membrane.
5. All electrical conduit, metal pipe, or plastic piping should be restrained to appropriate sized wood blocking set into roofing cement. Attachment to blocking should allow for movement due to thermal expansion and contraction. (See attached Detail.)
6. Tenant shall submit to Landlord along with Tenant's Construction Documents, if applicable in Landlord's reasonable discretion, a letter from a state-registered structural engineer certifying that all new electrical, mechanical (including, without limitation, HVAC), plumbing equipment, fixtures and design elements serving the Premises are adequately supported to carry the new load.
7. All mechanical equipment should be attached onto platforms of curbs 12 inches in height on 2" x 12" with ¾" plywood on top. A 22-gage metal cover with at least a 4" overhead is to be installed between the roofing material and the unit. Tenant's contractor is responsible for building the platform. Platforms, curbs, and sleepers should be tied into the existing roof membrane in a manner acceptable to the roofing manufacturer. (See attached Detail.)
8. If placement of curb or platform causes restriction of water flow and/or creates a ponding situation, a cricket should be constructed at the up-slope side of the curb. Crickets can be formed from Perlite roof insulation to provide a minimum slope of ¼" per foot.
9. Provide new prefabricated lead or metal pipe sleeve flashing to seal any new pipe penetrations through the roof. Flashing flanges should be sealed in a manner acceptable to the roofing manufacturer.
10. The installation of antennas or satellite dishes are not permitted without prior written approval from the Landlord.
11. At areas where electrical conduits or other roof penetrations are removed, the roof deck must be repaired to its original condition or better, and be free from open penetrations.
12. Any debris, materials, unused parts, etc., should be removed by workmen prior to their leaving the premises.
13. See Center Assistant Manager or Operations Manager to acquire copies of prints and specification sheet for any rooftop work or alterations.
14. Ladders will not be permitted on the side of the building for roof access.

* Refer to Notice of Contractor Violation sheet of this manual for fine amounts

Contractor's Initials: _____ Date: _____ Mall Manager's Initials: _____ Date: _____

EXHIBIT C

PERMIT TO WORK BEFORE OR AFTER MALL HOURS

The purpose of this form is to identify person(s) in the Center, for whatever reason(s), on specific days, before 7am or after closing time Monday thru Friday, before 7am or after closing time on Saturday, and before 10am and after closing time on Sunday.

Merchant/Store: _____ Today's Date: _____

Manager: _____ Cell Phone: _____ Home Phone: _____

Reason: () Restock () Merchandise Sets () Inventory () Contractor

Supervisor: _____ Phone #: _____ # of Person(s) _____

Type of work: _____

Work Date: _____

Before Hours Time Requested: _____ Entrance Entering: _____

After Hours Time Requested: _____ Exit Exiting: _____

After Hours Leaving Time: _____
(No later than 12:30 am, unless prior arrangements are made and approved by Security.)

RULES

1. *All members of the workforce are to remain in the workspace, except to exit building. If the work being performed is inside a store, you are restricted to that area only.*
2. *Usually within a half-hour of Center's closing, all Service Court doors are locked. Should you be loading or unloading during that time, the following must be adhered to:*
 - *Anytime you enter the center and lose your field of vision of that entrance/exit, that door must be securely closed.*
1. *Security can be contacted at (____) _____ - _____. should you have any questions.*
2. *Fax completed copy to the Security Desk at (____) _____ - _____.*

The requester assumes full responsibility for damages to the mall or mall property caused by violations of the above.

Any violation of the above stated rules could result in FINES or REVOCATION of this permit, and immediate removal from the facility.

This notice, once approved, should be posted in a visible area while workers are on site, so that Security can see it without having to interrupt your work. Under special circumstances, should security reasons keep you from posting this notice, please have it available upon request.

ALL PERMITS MUST BE AUTHORIZED AT LEAST 24 HOURS PRIOR TO WORK DATE. MONDAY THRU FRIDAY.

Emergencies will be handled on a case-by-case basis by calling Security at (____) _____ - _____.

Security Management Approval (Date) (Name)

Date Approved Received from Mgmt. Office: (Date) (Name)

Contractor's Initials: _____ Date: _____ Mall Manager's Initials: _____ Date: _____

EXHIBIT D

CONTRACTOR'S INFORMATIONAL DATA FORM

Tenant Name: _____ Tenant Space No. _____

Contractor's Name: _____

Individual in Charge: _____

Building Permit Number: _____

Plan Approved in Writing by Tenant Coordinator YES _____ NO _____
Certificate of Insurance Attached? YES _____ NO _____
List of Subcontractors Attached? YES _____ NO _____

Date Plans Submitted to the Building Department For Permit: _____

Date Construction Started: _____

Date Construction Scheduled to be Finished: _____

Finished: _____

Deposit Received: _____

Fees Collected: _____

I certify that I have read and thoroughly understand the attached "Contractors' Rules and Regulations" and Contractor Exhibits and agree to abide by all of the same.

I certify that the Landlord has possession of Contractor's Security Deposit, Check # _____ in the amount of \$_____. This deposit shall remain in the possession of the Landlord until such time that a "Notice of Completion" has been submitted showing that all governmental requirements have been signed off, and a complete closeout/ Compliance Package has been provided to Corporate.

In addition, I understand that this Contractor's Security Deposit may be fully retained or partially retained (at Landlord's sole option), if any of the aforementioned "Rules and Regulations" are violated.

CONTRACTORS RULES AND REGULATIONS / RECEIVED & ACKNOWLEDGED BY:

Contractor: _____

Supervisor: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

24-Hour Emergency Number: _____

Signature: _____ Date: _____

EXHIBIT E

SUB-CONTRACTOR LIST

MALL NAME: _____

JOB NAME: _____

JOB NUMBER: _____

CLIENT CONTACT: _____

TRADE:	CONTRACTOR:	PHONE NO:
DEMO:		
FRAMING DRYWALL:		
ELECTRIC:		
HVAC:		
PLUMBING:		
SPRINKLER:		
CEILING GRID:		
PAINTING:		
CARPET:		
CERAMIC, VCT:		
FIXTURING, CARPENTRY:		
GLASS, MIRRORS:		
SIGN:		
CLEANING:		
DUMPSTER:		
TEMP. PHONE:		
SPRINKLER SHUT DOWN:		
MALL MAINTENANCE:		
MALL MANAGER:		

EXHIBIT F

ELECTRICAL CHECK LIST

(As may be applicable)

- _____ 1. Lighting Plan (circuited).
- _____ 2. Fixture Schedule.
- _____ 3. Power Plan (circuited).
- _____ 4. Single Line Diagram (completed from Landlord's switchboard).
- _____ 5. Size of Main Switch to be installed in Landlord's Main Switchboard.
- _____ 6. Specifications for the Type of Disconnect or Fuses to be installed in Landlord's Main Switchboard.
- _____ 7. Total Connected KW Load and Load Summary.
- _____ 8. Main Circuit Breaker Building Disconnect in Tenant Space.
- _____ 9. Type and Size of Feeder to Landlord's Main Switchboard (copper).
- _____ 10. VAV Control and Power Wiring.
- _____ 11. Smoke Detector Connected to Landlord's Supervised Fire Alarm System.
- _____ 12. Smoke Control Diagram for Tenant Furnished HVAC Units.

EXHIBIT G

MECHANICAL / ELECTRICAL SCHEDULE

1. Tenant Name: _____ Space No.: _____

2. Tenant Drawing Nos.: _____ Mechanical: _____ Electrical: _____

3. Floor Area (Sq. Ft.): _____

4. Electrical Load Breakdown:

a. Lighting	_____	Watts	_____
b. Sign(s)	_____	Watts	_____
c. Appliances	_____	Watts	_____
d. Receptacles	_____	Watts	_____
e. Equipment	_____	Watts	_____
f. Electric Water Heater	_____	Watts	_____
g. Electric Heater	_____	Watts	_____
h. Miscellaneous	_____	Watts	_____

5. Total Connected Electrical Load Watts: Watts/Sq.Ft. of Floor _____

6. Tenant Calculated Design Heating Load _____ BTUH _____

7. Tenant Calculated Design Cooling Load _____ BTUH _____

8. Tenant Calculated Design Air Supply _____ CFM _____ (per Tenant plans)

9. Landlord Allotted Air Supply _____ CFM _____

10. Additional Air Supply Required _____ CFM _____

11. Variable Volume Air Terminal Units

- a. Air CFM Max _____
- b. Inlet/Outlet Sizes _____

12. Chilled Water Air Handler Units

- Max GPM _____

13. Toilet Exhaust _____ CFM _____

14. Special Exhaust/Make-up System(s) Data

(Use, CFM, HP, Method of Operation, Etc.)

15. Air Conditioning Unit Data (if Tenant is installing its own system.)

- a. Make _____
- b. Model # _____
- c. CFM _____

NOTICE OF CONTRACTOR VIOLATION

Tenant Name: _____

Date: _____

Person's name and Company: _____

____ WARNING
 ____ VIOLATION

Space Number: _____

Person Issuing Fine: _____

CONSTRUCTION NOISE

- Any work involving saw cutting, boring or drilling that creates excessive noise shall be performed during non-Mall hours. This is to ensure that neighboring Tenants and passing customers are not disturbed. - \$250.00 Fine for each occurrence.

- Other – describe in detail.

TRASH REMOVAL

- Any contractor using the Mall's non-approved trash bins will be charged a \$400.00 Fine, plus additional dumping fee(s), and if damage occurs due to contractor's use, contractor will be held obligated for all repairs and cleanup as the result of that dumping, plus a twenty-five percent (25%) surcharge.
- All disposal of hazardous waste shall be in accordance with local, state and federal regulations. Any contractor using the mall's trash bins for the disposal of Hazardous waste will be charged a fine of \$500.00. Contractor will be held obligated for all clean-up as the result of that dumping, plus a twenty-five percent (25%) surcharge.

BASIC FINES

- Damage to base building - \$500.00 Fine plus repairs by Landlord.
- Unattended vehicle in the loading area - \$125.00 Fine.
- Debris, material or equipment in common areas or in corridors - \$250.00 Fine.
- Failure to keep to prescribed route - \$150.00 Fine.
- Cleaning tools in public restrooms - \$200.00 Fine.
- Smoking, eating or drinking alcohol on site, or inside Mall - \$250.00 Fine. (NO WARNINGS)
- Unauthorized use of Mall power or equipment - \$200.00 Fine.
- Littering on site - \$100.00 Fine.
- Unauthorized roof access - \$250.00 Fine.
- Debris on roof - \$500.00 Fine, plus a twenty-five percent (25%) surcharge.
- Any contractor or subcontractor who tracks dirt or dust through the common area will be subject to a cleaning fine of - \$150.00 (and up).
- Any contractor or subcontractor not parking in the designated area - \$200.00 Fine.
- Damage or destruction to the construction barricade - \$500.00 plus all repair, replacement, removal, paint and graphics costs.

SAFETY ITEMS

- Violation of Macerich Hot Works permit policy or fire system impairment procedures - \$250.00 Fine.
- Fire extinguisher; minimum 20lb. ABC fire extinguisher to be located on site. - \$250.00 Fine.
- Hard hats, eye, foot and proper work clothing shall be worn on site at all times. No metal hats or bump caps permitted. - \$250.00 Fine.
- Signage; post safety or hazard signage per OSHA regulations (bilingual if necessary) - \$250.00 Fine.
- Radios; no portable radios, boom boxes or headsets at any time. - \$250.00 Fine.
- Housekeeping; deposit all trash and debris in dumpster daily. Work, storage and break areas to be broom cleaned daily. - \$250.00 Fine.
- No supervisor on site - \$500.00 for each occurrence.
- Electric cords: Tools and extension cords should not be frayed or damaged and should be equipped with ground. Use no tools without Ground Fault Circuit Indicator (GFCI). - \$250.00 Fine.
- Work Clothing: Minimum sleeve length at four (4.0) inches over shoulders. No tank top, net shirts, shorts, cut-offs, etc. - \$250.00 Fine.
- At no time will the sprinkler system be shut down without first notifying the Center Management Office. Any work requiring draining the fire sprinkler system must be performed Monday through Friday before Center opens. Contact Center's security prior to ANY work on the fire sprinkler system. A twenty-four (24) hour notice of intent must be given to Landlord prior to performing the above mentioned work. Drainage required by Tenant will be performed by the Landlord's Contractor, at the Tenant's expense, at the contractor's cost of \$250.00 per drainage.
- If additional Mall staff is required to be on site during a preliminary test that does not involve the Fire Department, the Tenant's general contractor will be charged \$100.00 for each test.
- Failure to complete all or any of the defects to the reasonable satisfaction of the Landlord's Management Office or Landlord's Tenant Coordinator within the prescribed time period, shall result in the deduction of \$200.00 per day from the Contractor's security Deposit. There are no exceptions!

DELIVERIES

- Deliveries are to be made during off mall hours. Any other delivery time must be pre-approved by Tenant Coordinator, Center Manager or Operations Manager. - \$100.00 Fine.
- Deliveries will be made through rear doors at all times. Exceptions are 4'x12' drywall, long metal/wood that can't be moved through service corridors. These items must be delivered before 9:30 a.m. Contractor is responsible for cleaning up any tracked dust or debris on Mall floors after delivery is completed. - \$250.00 Fine.
- Under no circumstances are the Mall Entry Doors to be used for movement of construction material or equipment. - \$250.00 Fine.
- At no time will hard cast steel wheels be allowed to cross mall flooring. - \$250.00 Fine.

Violator's Initials _____ Date _____

FILE:

Corporate Office, Mall Office, Violator, General Contractor, Tenant

PRECONSTRUCTION MEETING

Center	_____	Space #	_____	SF	_____
Tenant dba	_____	DOP	_____		

Preconstruction Requirement Checklist (Must be completed prior to scheduling a Preconstruction Meeting)

<small>DATE</small>	_____	Fully Executed Lease Agreement
	_____	Barricade Graphics Approved by Landlord
	_____	Construction Drawings Approved by Landlord
	_____	General Contractor, Project Manager, & Site Superintendent 24-hour emergency phone number(s) & Closeout Contact Information

General Contractor:

Address _____

Address 2 _____

City, State, ZIP _____

Office # _____

Fax # _____

Project Manager:

Office # _____

24-hour # / Cell # _____

Fax # _____

Email _____

Site Superintendent:

Jobsite Phone # _____

24-hour # / Cell # _____

Jobsite Fax # _____

Email _____

Closeout Contact:

Address: _____

City, State, ZIP _____

Office # _____

Fax # _____

Email _____

_____ Certificates of Insurance Approved by Landlord or Landlord's Consultant

_____ **Tenant**

_____ **Sign Contractor**

_____ **General Contractor**

(Issue Date) _____ Building Permit issued by Appropriate Municipality **Permit #** _____ **Type:** _____

_____ **Permit #** _____ **Type:** _____

(Optional) _____ Progress Schedule or bar chart showing the work schedule, including construction completion date

_____ General Contractor's State License **License #** _____

_____ Complete list of subcontractors and suppliers, their associated trade, contact name and 24-hour Emergency phone number(s)

(If applicable) **n/a** Material Safety Data Sheets (MSDS), if applicable

_____ Initialed & Signed copy of Contractors' Rules & Regulations

_____ Payment of applicable Landlord Required Fees

Formula Based* **Amount** **Prepaid Fee Description**

_____	Contractors Security Deposit (\$5,000 Refundable, Certified Bank Check)	_____
_____	Energy Management	_____
_____	Smoke/Horn/Strobe	_____
_____	Barricade (\$55 / Lineal Foot)	_____
_____	Power Usage (Monthly: \$300 or \$0.20 per sf of g.l.a., whichever is greater)	_____
_____	Dumpster (\$0.50 / sf) \$500.00 Minimum	_____
_____	Toilet Fee	_____
_____	Sprinkler Shutdown (\$250.00 / drain)	_____
_____	Tile	_____
_____	Barricade Signage	_____
_____	Addresses	_____
_____	VAV Boxes	_____
_____	Common Area Charge	_____
_____	Other	_____

	*	\$0.00	TOTAL AMOUNT DUE				
(-)	*	\$0.00	Received	Check #	_____	paid by	GC or Tenant
(-)	*	\$0.00	Received	Check #	_____	paid by	GC or Tenant
(-)	*	\$0.00	Received	Check #	_____	paid by	GC or Tenant
	*	\$0.00	AMOUNT DUE AT PRECONSTRUCTION MEETING				

Preconstruction Meeting **DATE:** _____

Attendee(s):	Title	Attendee(s):	Title
1	_____	4	_____
2	_____	5	_____
3	_____	6	_____

<input type="checkbox"/>	Landlord Approved Parking Location	_____	Construction Start Date (Possession w/ Key)
<input type="checkbox"/>	Landlord Approved Dumpster Location	_____	Projected Construction Completion Date
_____ to _____	Landlord Approved Work hours	_____	Projected Store Opening Date
YES OR NO (circle one)	Airbalance Report Required? AABC Only		

Contractor Acknowledges that storefront tile / neutral pier are in good condition.

Signature: _____

Comments: _____