

SQUARE TOO

CONSTRUCTION MANUAL

CONSTRUCTION
MANUAL

SQUARE TOO
Washington County, Oregon

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1. FOREWORD TO TENANT

This construction manual is primarily intended as a guide to assist you, the Tenant, and your construction staff during the design and construction phases of your tenant space. As such, we encourage you to see that the manual and drawings are distributed to your architect, engineer and sign designer as appropriate.

Please follow the instructions and procedures outlined in this manual in order to expedite the necessary approvals and subsequent completion of your tenant space.

2. FOREWORD TO ARCHITECT

This construction manual is intended as a guide to assist you in developing a viable design which meets the Landlord's criteria.

The following pages contain building code information, Exhibit C of the Tenant's lease, which describes Landlord and Tenant responsibilities and design criteria, and sketches which illustrate those criteria.

Please carefully follow the instructions and procedures outlined in this manual in order to expedite the necessary approvals and timely completion of the Tenant's store.

Questions may be directed to the Landlord's Tenant Coordinator.

3. MALL DESIGN COMPONENTS

Square Too is a single level shopping center consisting of three buildings with individual retail shops. For convenience of reference the center is divided into buildings "A", "B" and "C", with tenant retail space within each building referred to as "A-1", "A-2", etc.

The design of the surrounding area provides paved parking and direct ground-level entrance from the parking area to each tenant entrance.

Most lease spaces can be serviced from the exterior of the building by direct access, or by way of exit/service corridors connecting to the secondary exit doors of the individual lease spaces.

All buildings have exterior landscaping and accent lighting.

4. PROJECT REPRESENTATIVES

Architect	WRIGHT FORSSEN ASSOCIATES 2226 Third Avenue Seattle, Washington 98121 (206) 382-0660 Project Manager: Sandy Sandercock
Structural Engineers	KPFF CONSULTING ENGINEERS 505 Lloyd Building Seattle, Washington 98101 (206) 622-5822
Civil Engineer	WILSEY & HAM 521 S.W. 11th Portland, Oregon 97204 (503) 227-0455 Bud Ferber
Soils Engineer	RITTENHOUSE, ZEMAN & ASSOCIATES 8050 S.W. Cirrus Beaverton, Oregon 97005 (503) 644-9141 Terry Craven
Mechanical Engineer	K.M.I. ENGINEERS 10905 Laurel Avenue Santa Fe Springs, CA. 90670 (213) 941-2233 Robert Heisler
Electrical	FRAHLER ELECTRIC COMPANY 11860 S.W. Greenburg Road Tigard, Oregon 97223 (503) 639-4627 Leonard Keith

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5. REPRESENTATIVES FOR GOVERNMENT AGENCIES

CITY & COUNTY AGENCIES:

Dept. of Bldg. & Safety	Department of Building & Safety Washington County Planning Dept. 150 N. First Hillsboro, Oregon 97123 (503) 640-3472 Jim Schroeder (503) 648-8761
Dept. of Public Works	Department of Public Works Washington County 150 N. First Hillsboro, Oregon 97123 (503) 648-8886 Carl Collins (503) 648-8761
Dept. of Land Development	Department of Land Development Washington County 150 N. First Hillsboro, Oregon 972123 (503) 640-3545
Water District	Portland Water Bureau 1120 S.W. Fifth Avenue Portland, Oregon 97204 (503) 796-7770
Fire Prevention	Department of Fire Prevention 20665 S.W. Blanton Street Aloha, Oregon 97007 (503) 649-8577 Rex Jeffries

STATE AGENCY:

Dept. of Health	State of Oregon Department of Health 1400 S.W. Fifth Avenue Portland, Oregon 97204 (503) 229-5806
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6. REPRESENTATIVES FOR UTILITY SERVICE

Electric Portland General Electric
 Western Division Center
 14655 S.W. Old Scholls Ferry Road
 Beaverton, Oregon 97005 (503) 643-5454
 Jerry Voss

Telephone General Telephone
 17855 N.W. Cornell Road
 Beaverton, Oregon 97005 (503) 645-6454

Gas Company Northwest Natural Gas
 123 N.W. Flanders
 Portland, Oregon 972120 (503) 226-4211
 Gary Shull

Water Supply Metzger Water District
 6501 S.W. Taylors Ferry Road
 Portland, Oregon (503) 245-3331
 Jessie Lawman

7. GENERAL INFORMATION

CODE REQUIREMENTS

It is the Tenant's and the Tenant's Architect's responsibility to conform to all applicable statutes, ordinances, regulations and codes in the design of the Tenant's shop, and to obtain all necessary licenses and permits required for its construction.

Codes may include but are not limited to the following:

Uniform Building Code, State of Oregon, 1982 Edition.

Washington County Community Development Zoning Code.

Latest Edition National Electrical Code.

Uniform Plumbing Code, State of Oregon, Latest Edition.

EXISTING SPACES

Individual tenant spaces will be defined along the wall by a vertical divider called a "neutral strip" at each side of the space along the lease line. The neutral strips will be furnished and installed by the Landlord. Interior wall lines of the lease space will be defined by a drywall partition or masonry walls called the "partition wall". The partition wall will be furnished and installed by the Landlord.

MALL DIRECTORY

The Landlord will provide an exterior directory centrally located for the convenience of customers in locating retail stores.

RETAIL STORE ADDRESS

Each retail space is temporarily identified by means of a letter and numeral as in the following example: "Space B-11." Space B-11 means Space 11 in Building B during construction. For permanent use after the retail store has opened for business, Washington County will assign a permanent street number to each Tenant.

PENETRATION THROUGH ROOF

It should be noted that no roof penetrations, equipment supports, or other preparations have been made by the Landlord for Tenant's roof equipment. Tenant shall furnish and install all roof curbs, which shall be prefabricated perimeter curbs, equipment supports, structural reinforcing to support roof cut-outs for larger openings, piping curbs, etc., required for the complete installation. Only the Landlord's roofing contractor shall cut, install and flash all openings or penetrations, and provide any pitch pans in order to maintain uniform roofing water tightness, all at Tenant's expense. Vent stacks may be installed by Tenant, but cutting and flashing shall be done by Landlord's roofing contractor at Tenant's expense. Roofer may be contacted through Landlord's Tenant Coordinator.

Tenant's rooftop equipment shall discharge in such a manner as to avoid blowing exhaust and/or hot air into the intakes of adjacent space equipment or discharging grease on the building roof.

Condensate lines shall be run as approved by Landlord.

CONSTRUCTION ACCESS

Unless approved otherwise by Landlord, all access for construction purposes shall be through rear Tenant door only. Use of front entrance will be allowed when absolutely necessary to further the construction process, and will be allowed for those spaces not served by a rear access door. Approval to use front entrance for construction purposes must, in all cases, be in writing from the Landlord. After the exterior finishes have been installed, tenants shall be responsible for their protection.

TEMPORARY UTILITIES

Tenant and Tenant's contractors and subcontractors shall be responsible for providing temporary toilets and temporary utilities for their work, including payments for all utility charges. The sources for all temporary utilities must be approved by Landlord before connection. Contact listed utility companies for rates and information.

8. EXHIBIT C

Exhibit C from the lease is repeated herein for reference by those involved in the planning, design and construction of the Leased Premises improvements.

SECTION I. IMPROVEMENTS TO BE FURNISHED AND INSTALLED BY LANDLORD

A. GENERAL

1. All interior or exterior finishes and amenities which are to be furnished by Landlord shall be of Landlord's selection and design.
2. Construction will comply with applicable statutes, ordinances, regulations, laws and codes.
3. All required permits for this portion of the work will be obtained and fees paid therefor by Landlord.
4. Quality of all workmanship and materials will be first-class and acceptable to Landlord's Architect.
5. Warranties will be provided in all cases where applicable.
6. No approval by Landlord or its Architect shall be deemed valid unless it shall be in writing signed by Landlord or its Architect.

B. BUILDINGS

1. A complex of concrete, masonry, wood and steel building shells, of exterior and interior design and materials as determined by Landlord's Architect.
2. Minimum clear heights measured from the finished floor slab to the lowest structural member will be 12'6", subject to limitations imposed by ductwork, sprinkler lines and electrical conduit.

C. COMMON AREAS AND COMMON FACILITIES

1. Parking areas, roads, drainage system, delivery areas, walks, ramps, lighting, landscaping, striping and directional signs.
2. Lighting, sprinkler service, exit corridors, trash rooms and electrical meter and mechanical equipment rooms as required by Landlord.
3. Multiple fixture toilet and wash facilities in the common area accessible to all suites.

D. UTILITY DISTRIBUTION SYSTEM EXTERIOR TO THE LEASED PREMISES

1. Water supply mains for domestic and fire protection, shut-off valves and fire hydrants.
2. Sanitary and storm mains.
3. Electrical secondary distribution systems, vaults and electrical rooms.
4. Telephone ducts and conduits from existing telephone company manholes to project central distribution backboards.
5. Local fire alarm system as required.

E. WORK BY LANDLORD WITHIN THE LEASED PREMISES

Landlord will provide the following improvements to the Leased Premises at Landlord's sole cost and expense (except as otherwise stated herein) and no credit shall be allowed for any substitutions which may be requested by Tenant.

1. Walls: Steel or wood stud framing with 5/8" type 'X' gypsum board, taped and sanded ready for Tenant finish for partitions at demising walls and rear wall (if other than masonry and/or concrete) defining the Leased Premises.
2. Ceilings: Acoustic lay-in tile ceiling on metal suspension system.
3. Floors: All floors shall be finished smooth troweled concrete.
4. Secondary Exit and Service Doors: If the Leased Premises abut an exterior building wall or service corridor, Landlord will furnish and install a 3'0" x 7'0" x 1-3/4" hollow metal or solid core wood door, frame and finish hardware.
5. Electric: Conduit and wire from secondary distribution panel to subpanels. Individual subpanels at each retail suite. Subpanel breakers are sized according to HVAC, lighting and convenience outlets for the space served as set forth herein and in paragraphs 6 and 8 below. Convenience outlets will be placed every 20 feet in demising walls.
6. Lighting: 2' x 4', three-tube fluorescent lay-in fixtures with bulbs. Fixture layout supplies 70 to 75 footcandles of illumination at 30" above finish floor on an open area basis.
7. Fire Protection: Fire sprinkler system located at the suspended ceiling on an open-air basis. System meets insurance service rating bureau standards, Uniform Building Code and Uniform Fire Code requirements.
8. Air Conditioning and Ventilation: Roof-mounted heating and air conditioning with individual temperature controls in each suite. Equipment sized to maintain the following temperatures based on an outside air makeup capacity equal to .1 cfm per square foot of floor area and the lighting required as set forth in paragraph 6 below:
 - Heating Mode: 70 degrees indoor temperature with 18 degrees ambient temperature.
 - Cooling Mode: 15 degrees temperature difference - 90 degrees ambient to 75 degrees indoor temperature.Ducted supply and return air with ceiling-mounted diffusers. System designed and installed on an open area basis.
9. Sanitary Sewer: A common sanitary sewer line running under the finished slab in the Leased Premises.
10. Water: A water line for domestic use will be located above the finished ceiling in the Leased Premises.

SECTION II. TENANT'S WORK WITHIN THE LEASED PREMISES

Tenant, at its sole cost and expense, shall perform all work other than that work to be performed by Landlord as set forth in this Exhibit, required to complete the Leased Premises to a finished condition ready for the conduct of business therein. Tenant's Work shall conform to procedures, schedules and criteria as set forth herein, and shall include but not be limited to the following:

A. PLANS AND SPECIFICATIONS

Working Drawings and Specifications as required in Section III hereof.

B. ARCHITECTURAL AND FINISHING WORK

1. Storefront Work: Glass and metal work, show windows, display platforms and show window backgrounds.
2. All required interior partitioning and doors.
3. Completion of gypsum board work, and insulation where applicable, on all interior partition walls to finished ceiling, including any additional studding and blocking for support fixtures.
4. All floor coverings.
5. All painting and finishing work.
6. All finish hardware.
7. All required stairs, ramps, conveyors and railings.
8. Toilets, stall partitions and building specialties.
9. Sign and sign panel backgrounds, including wiring and final connections.

C. STRUCTURAL

1. Any alterations and/or additions and reinforcements to the Landlord's structure required to accommodate Tenant's Work shall be subject to prior written approval of Landlord's Architect.
2. Concrete floor cuts, chases or penetrations required by Tenant, including all patching, shall be subject to Landlord's Architect's prior written approval. No roof penetrations will be allowed without prior written approval of Landlord's Architect. Approved penetrations will be done only by Landlord's Contractor, at Tenant's cost.
3. All conduits, pipes, etc., to be installed by Tenant must be installed in the space above Tenant's suspended ceiling, or if approved by Landlord, in the space below the floor, and be stubbed up through the floor. All such stub locations shall be approved by Landlord's Architect. Such work shall be accomplished with a minimum of inconvenience to any other Occupant. Any damage to any property of any other Occupant or their contractors, agents and/or the Landlord, including but not limited to equipment, finishes, materials, casework and merchandise, shall be the responsibility of Tenant and/or Tenant's Contractor, who shall replace or pay for any such damaged items promptly on demand.

D. MECHANICAL

1. Where applicable, to provide exhaust hoods and associated equipment for operations such as steam pressing, cooking or other functions which generate heat or noxious odors.
2. Where applicable, to provide plumbing fixtures and distribution system, including all roughing-in and final connections. Provide hot and cold water lines, including drains, vents and hot water heaters. Water closets shall be tank type. All plumbing vents shall utilize connections and locations as directed by Landlord. Any requirements of Tenant which exceed those available shall be at Tenant's cost.
3. Where applicable, to furnish and install above-floor-type grease trap for grease interception where required by Landlord or code.

E. ELECTRICAL

1. Panelboard(s), transformer(s), all conduits (except as provided by Landlord as stipulated herein), wiring, outlet boxes and fittings and final connections to all electrical devices, including mechanical equipment and controls and main service wire from closest building distribution panelboard. Feeder conductors may not be pulled until service requirements have been certified to Landlord.
2. All lighting fixtures and lamps (except as provided by Landlord as stipulated herein), time clocks and signs.
3. Telephone equipment and all wire from closest central distribution backboard into and within the Leased Premises and cabinets and outlet boxes for same.
4. Television and burglar alarm equipment, if any, and all conduits and outlet boxes for same.

F. AIR CONDITIONING AND VENTILATION

1. All air conditioning equipment not installed by Landlord, including but not limited to ductwork, insulation, air diffusers and grilles, and temperature controls shall be furnished and installed by Tenant.
2. All exhaust and ventilation ducts shall utilize established connections and locations.
3. Should location or design of Tenant's equipment require painting, screening or special accessories, such additional work shall be Tenant's responsibility.

G. FIRE PROTECTION

1. Furnish and install fire extinguishing system at food service cooking hood, if any.
2. Obtain approval for fire sprinkler system from all governmental agencies and Oregon Insurance Service Rating Bureau.
3. Provide and install hand-operated fire extinguishers as required by the Fire Marshal.
4. All fire protection requirements may be furnished and installed by Landlord and charged to Tenant.

SECTION III. PLANS AND SPECIFICATIONS FOR LEASED PREMISES

All plans shall be submitted to the Landlord as follows:

A. TENANT INFORMATION PACKAGE

Unless Landlord has previously done so, immediately following execution of this Lease, Landlord will furnish Tenant with architectural plans of the Leased Premises, as well as one copy of the construction manual. Additional technical design information relative to the Leased Premises will be on file with the Tenant Coordinator. It is Tenant's responsibility to visit the site prior to preparing plans to verify such information.

B. WORKING DRAWINGS AND SPECIFICATIONS

1. Tenant shall submit, in the number and manner set forth in paragraph 2 below, Architectural Plans which shall include floor plans, elevations, wall sections, sign detail, and either (a) a plan of Tenant's proposed storefront in the event Tenant wishes to construct its own storefront, or (b) a plan of Tenant's proposed treatment of a storefront to be constructed by Landlord.
2. Prior to submission to the Building Department, Tenant shall submit three sets of completed Working Drawings and Specifications and one reproducible sepia (size not to exceed 30" x 42") to Landlord for review and approval within 30 calendar days after execution of this Lease. Where applicable and if not installed by Landlord, said Working Drawings and Specifications shall include but not be limited to:
 - a. Mechanical System: Confirmed location of air conditioning equipment. Confirmed capacity of Tenant's air conditioning equipment, if any, and preferred locations of diffusers and registers, food service ventilation, refrigeration and equipment layouts and hood requirements, and all piping for connection to Tenant's equipment.
 - b. Electrical System: Floor and reflected ceiling plans showing outlets, type of lighting fixtures, food service equipment layouts and schedules, other electrical equipment contemplated and location of panelboard(s) and switching requirements. Electrical load calculations, including one-line diagrams and panelboard schedules, shall also be submitted.
 - c. Plumbing System: All toilet rooms, plumbing fixtures, drinking fountains, floor drains and any special equipment including manufacturer's complete technical data for any special equipment, any food service layout and rough-in requirements for plumbing services. Show all piping and details for connection to Tenant's equipment.
 - d. Fire Prevention System: Locations of portable fire extinguishers. Fire sprinkler head locations, type, modifications, and piping layout. Fire extinguishing system for kitchen hoods and other heat-producing appliances.
3. Within 15 calendar days after receipt of Working Drawings and Specifications, Landlord shall return to Tenant one set of prints with suggested modifications or approvals. Landlord's approval must be obtained before Tenant submits plans to the Building Department.

4. In order that mechanical and electrical systems service all tenants as programmed, Tenant shall, prior to completion of its Working Drawings and Specifications, coordinate with Landlord's mechanical and electrical engineers for preparation of mechanical and electrical portions of Tenant's Working Drawings and Specifications.
5. Tenant shall submit to Landlord one set of Working Drawings and Specifications approved by the Building Department, including a copy of the building permit.
6. Tenant acknowledges and agrees that Landlord's Architect, in reviewing Tenant's Working Drawings and Specifications, in granting approvals therefor and in otherwise acting in accordance with the provisions of this Exhibit, is acting in the capacity of Landlord's representative only, and that Landlord's Architect owes no duty and assumes no responsibility to Tenant or Tenant's Architect with respect to the compliance or non-compliance of Tenant's Working Drawings and Specifications with any building safety or health codes, or the adaptability of the proposed improvements, the use intended, or otherwise, it being expressly understood and agreed that Landlord's Architect may, in its discretion, limit the scope of its review to only such matters as may appear appropriate or necessary in the interests of Landlord.
7. Where Working Drawings and Specifications for the Leased Premises are in conflict with this Exhibit, the latter shall prevail.

SECTION IV. CRITERIA AND OUTLINE SPECIFICATIONS FOR THE DESIGN, CONSTRUCTION AND FINISH OF THE LEASED PREMISES

A. CODES AND APPROVALS

1. The Shopping Center is being developed in and under the jurisdiction of Washington County, Oregon. All design and construction work shall comply with all applicable statutes, ordinances, regulations, laws and codes of the County, State of Oregon and all other duly constituted authorities.
2. Landlord's Architect's written approval shall be obtained by Tenant prior to the undertaking of any construction work which deviates from the Working Drawings and Specifications approved by Landlord, or the undertaking of any modifications whatsoever to Landlord's building shell and/or utilities and other work not explicitly shown on said Working Drawings and Specifications.

B. ARCHITECTURAL AND FINISH WORK

1. Signs and Storefronts: Refer to paragraphs F and G.
2. Ceilings: Non-combustible ceilings on metal suspension system shall be used throughout all Tenant's public areas. Ceiling heights shall not be less than ten feet.
3. Walls: 5/8" Firecord (UL listed) gypsum board shall be used on all walls. All interior partitions shall have gypsum board finish on all sides. Walls defining the Leased Premises shall be finished on Tenant's side only.

4. Floors: Carpeting and/or other quality floors such as pavers, wood or pure vinyl shall be used in Tenant's public areas. Vinyl asbestos tile (V.A.T.) shall not be used in Tenant's public areas.
5. Painting: All surfaces in Tenant's public area shall receive one coat of primer and one coat of finish paint, of quality designated by the paint manufacturer for such surfaces.
6. Finish hardware: Commercial grade finish hardware, labeled where required, shall be used throughout. All doors shall have 1-1/2 pair butts, walls or floor stops, and lock sets or push-pull plates, as required. All exit doors shall have surface mounted closers.

C. PLUMBING

1. Toilet facilities shall be provided unless determined by Tenant's Architect that the Leased Premises have adequate access to common toilet facilities.
2. Plumbing fixtures and fittings shall be of commercial quality as manufactured by American Standard or Kohler. Water closet shall be tank type.
3. Furnish and install all piping.
4. If supplementary plumbing facilities are installed, service piping for such facilities shall be concealed in accessible service chases. Water closets, urinals, lavatories, janitor sinks and drinking fountains shall be of good standard manufacture. If hot water tank is provided by Tenant for its domestic hot water requirements, then hot water tanks less than 80 gallons capacity shall be electric automatic and with all necessary safety controls. All tanks shall be set in a copper pan which shall be connected to the sanitary sewer.
5. Individual hair interceptors shall be installed on all sinks, basins and special sanitary units which may in any way receive human or animal hair. They shall be properly maintained.
6. An adequately sized grease interceptor shall be installed as approved by the Landlord and local code enforcing agency on all pet sinks, scullery sinks, pre-wash sinks, dishwashers, and on any other kitchen unit. Grease interceptors shall bear the seal of the Plumbing Drain Institute (PDI).

D. ELECTRICAL

1. Power available to the Leased Premises is 208, 3-phase, 4-wire complete with labeled meter socket, fuses, and subfeeder disconnect switch. Tenant shall verify capacity of service in panel serving the applicable suite, prior to any electrical work in the suite. Tenant shall submit plans indicating additional subpanels and/or breakers to be added, total connected load and spare capacity provided.
2. All fluorescent or incandescent lighting fixtures in Tenant's public areas, other than decorative fixtures, shall be recessed, unless otherwise approved by Landlord's Architect. Fluorescent fixtures shall have acrylic lenses or diffusers. Bare lamp fluorescent or incandescent fixtures may be used only in concealed areas and/or stock rooms. Connections to all devices in Tenant's public areas shall be concealed.

3. Materials, products and equipment, including all components thereof, shall be new and such as appear on the Underwriters Laboratories List of Approved Items and shall meet requirements of ASTM, AIEE, IPCEA, NEC, NEMA, RIM, CBM and other recognized standards and shall be sized in conformity with requirements of the National Electrical Code and other applicable codes, whichever are more stringent.
4. Lighting panelboards shall be of the 3-phase, 4-wire automatic circuit breaker type. Cabinets shall be constructed of code guage steel, having not less than four-inch gutter space on all sides. Doors shall be hinged with keyed cylinder locks; all locks shall be keyed alike.
 - a. One spare circuit breaker of 20 ampere capacity shall be provided for every five active circuits.
 - b. Circuit breakers shall be thermal magnetic type, molded case with all twoand three-pole breakers of the common trip type.
5. Distribution panels shall be of the convertible type utilizing automatic circuit breakers or fusible switches. Circuit breakers shall be thermal magnetic type, molded case. Fusible disconnect switches shall be provided with current-limiting fuses. Tenant-supplied and installed panel boards shall be of 3-phase, 4-wire automatic circuit breaker type. Cabinets shall be constructed of code guage steel, having not less than four inch gutter space on all sides. Doors shall be hinged and keyed cylinder locks. All locks shall be keyed alike.
6. Magnetic motor starters may be across-the-line type for motors up to 10 HP. The Landlord shall have the right to require reduced voltage starting for larger motors. Starters shall have three overload elements.
7. Dry-type transformers shall be Class H rated 480-volts primary to 120/208-volts, 3-phase, 4-wire secondary, of capacity adequate to service Tenant's requirements. Noise level shall be a maximum of 50 DB average, measured at a distance of one foot from the case per NEMA Publication #TR-1-1960 or latest revision thereof.
8. Installation shall be as follows:
 - a. All work shall be installed so as to be readily accessible for operating, servicing, maintaining and repairing.
 - b. Hangers shall include all miscellaneous steel, such as channels, rods, etc., necessary for the installation of work. Hangers shall be fastened to steel, concrete, wood or masonry, but not to piping. The work to be installed in a manner which will not overload the building structure.
 - c. All conduit shall be concealed where possible.
 - d. Exposed conduits shall be in straight lines parallel with or at right angles to column lines or beams, and separated at least three inches from water lines wherever they run alongside or across such lines; installed in a manner which will not overload the building structure.
 - e. Conductors shall be copper, and installed in conduit, ducts or approved raceways.

9. Systems and equipment shall be grounded in accordance with code. Landlord may require special grounding, shielding or filtering where Tenant has equipment that produces radio or TV interference.
10. Tenant shall:
 - a. Maintain all electrical equipment and the distribution system within the Leased Premises and promptly replace faulty or burned-out lamps.
 - b. Keep the Leased Premises adequately lighted at all times when open for business.

E. AIR CONDITIONING AND VENTILATION

1. Material and Methods of Construction and Workmanship
 - a. All material shall be new and free from defects.
 - b. Installations and materials, including ductwork and fire dampers, shall be no less than required by the Factory Insurance Association (FIA), and Factory Mutual, whichever requirement is more stringent.
 - c. All ductwork shall be galvanized steel.
 - d. Insulation on supply ductwork shall be no less than one inch thick, 1 pcf duct wrap.
 - e. All ductwork within the Leased Premises shall be complete with diffusers, dampers, extractors, turning vanes, hangers, and specialties.
 - f. Thermostats may be electric or pneumatic. Pneumatic thermostats shall be of the non-bleed type to conserve air. Electrical thermostats may be used for auxiliary equipment only.
 - g. Pneumatic tubing shall be hard drawn copper with wrought copper solder fittings. Flare or compression fittings may be used for connection to instruments and control devices. Plastic tubing meeting code requirements may be installed in concealed spaces.
2. Tenant's Special Requirements
 - a. All odor and moisture producing areas must be exhausted by special exhaust systems to outside atmosphere. This includes toilets, kitchens, beauty parlors and alteration rooms. Special exhaust systems shall be designed to prevent odors and/or moisture from entering the general air conditioning system and from traveling beyond the Leased Premises. Exhaust air quantities shall be no less than required by code.
 - b. Special exhaust systems shall be provided complete by Tenant. Work by Tenant will include ductwork, fans, registers and grilles. Ductwork will terminate outside of building above roof. Special exhaust systems shall not draw from the ceiling return air plenums. In all ventilated spaces, ductwork shall connect directly to exhaust hoods or to registers or grilles mounted in ceiling.
 - c. Any special exhaust systems will have to be compensated by special makeup air systems.

- d. Special cooling and heating systems, such as required for refrigerated display cases and walk-in coolers and for alteration room steam pressing and blocking equipment, shall be provided complete by Tenant. Energy and equipment for heating or cooling shall be provided entirely by Tenant. Special makeup air systems shall be provided complete by Tenant.
- e. Location of equipment serving special exhaust and makeup air systems and routing of piping serving special heating and cooling systems shall be designated and/or approved by Landlord.

F. SIGNS

These criteria have been established for the purpose of assuring an outstanding Shopping Center for the mutual benefit of all Occupants and are consistent with the architectural design of the Shopping Center. Conformance will be strictly enforced, and any installed nonconforming or unapproved signs must be brought into conformance at the expense of Tenant.

1. Administration

- a. Tenant shall submit to Landlord for approval before fabrication one print and one reproducible sepia of detailed drawings showing location of the sign on the storefront or designated space, size, layout, and color of the proposed sign, including all lettering and/or graphics, materials, attachment devices, construction and fabrication details.
- b. Tenant's sign contractor is to provide written certification that the sign installation conforms to all applicable codes and ordinances, and that it has been inspected and approved by the controlling agency.
- c. Tenant or its agent shall obtain all permits required for its sign and the installation thereof.
- d. In the event of any conflict between Tenant and Landlord as to the application of these criteria, Landlord's decision shall be final and binding upon Tenant.

2. Construction Requirements

- a. All signs, bolts, fastenings and clips shall be of glass, plastic, hot dipped galvanized iron, stainless steel, aluminum, brass or bronze. No black iron of any type will be permitted.
- b. The sign contractor shall repair any damage caused by his work.
- c. No labels will be permitted on the exposed surface of signs except those required by local ordinance and, if required, shall be in an inconspicuous location.
- d. All electrical signs shall bear the U.L. label.
- e. Electrical service to all signs shall be from Tenant's service.

3. Design Requirements.

- a. All signs shall be mounted on the signband.

- b. Signs shall not project more than six inches beyond the face of the signboard and shall conform in size and location to the criteria established in this section.
- c. Wording of signs shall not include the product sold, i.e., shoes, dresses, etc., except where identification of Tenant is impossible without same. Landlord shall be the sole judge in its discretion as to conformance in accordance herewith.
- d. Crests, shields or symbols as required by law (i.e., banks, etc.) will be permitted but shall be limited to six inches high, the center of which shall be five feet above the floor line, and shall be in gold or silver leaf or in one color on the glass storefronts only.
- e. Decals, gold leaf or white painted lettering, shall be permitted on display windows only within the limits set forth herein; 144 square inches per entrance in lettering not to exceed two inches in height, indicating hours of business, emergency telephone numbers, ADT stickers, etc.
- f. Signs may be of the following types:
 - i. Illuminated plastic-faced channel letters with sheet metal sides and return to match a dark bronze anodized aluminium finish.
 - ii. Illuminated logos.
- g. Signs shall be of the following size:
 - i. In length, not more than two-thirds of the overall lease frontage nor less than three feet from any lease lines.
 - ii. Sign height for letters in the body of the sign is 18 inches. The maximum height for initial capitals is 24 inches.
- h. No script will be allowed except where Tenant has an established, publicly recognized logo or store signature. At the discretion of Landlord such logo or signature may be used, provided that it conforms to all other sign criteria.
- i. Enlarged first letters will be permitted where Tenant has established trade signature regularly using such device.
- j. The following types of signs are prohibited unless specifically approved by Landlord's Architect on an individual basis:
 - i. Signs employing moving or flashing lights.
 - ii. Signs employing exposed conduit, conductors, ballast boxes, transformers or other equipment.
 - iii. Signs employing luminous vacuum formed plastic letters.
 - iv. Signs of box or cabinet type employing luminous plastic panels.
 - v. Signs employing unedged or uncapped letters with no returns and exposed fastenings.

- vi. No signs of any type other than those described above will be allowed to become attached to or temporarily placed within the display windows of any store except where they are constructed of self-supporting material and are made an integral part of the display in said window.
- vii. Pylon signs.
- viii. Moving signs.
- ix. Signs with exposed neon or fluorescent tubing.
- x. Paper, cardboard or painted signs.
- xi. Audible signs.

G. STOREFRONTS

These criteria have been established for the purposes of assuring an outstanding Shopping Center for the mutual benefit of all Occupants and are consistent with the architectural design of the Shopping Center. Conformance will be strictly enforced, and any installed nonconforming or unapproved storefronts must be brought to conformance at the expense of Tenant.

Landlord has provided Tenant with two storefront options as outlined below.

1. Option No. 1. On Exhibit T-1 attached at the end of this Exhibit C Landlord has designed three types of storefronts. The storefront system as shown on the drawing is an aluminum entrance glazing system with two inch wide by four and one-half inch deep, dark bronze anodized aluminum frames as specified by Landlord, four and one-half inch stile head rail and six inch bottom rail entrance door; glazed with clear one inch thick insulating glass. The lower spandrel panels are plywood and may be faced with any one of the following materials: Glazed tile, slate, terrazzo, marble, granite, hardwood or similar materials approved by the Landlord.

Landlord will install the storefront system at Tenant's expense with the exception of the material placement in the spandrel panels which shall be Tenant's responsibility and expense.

2. Option No. 2. Tenant may design and build its own storefront based on the following design criteria.
 - a. All storefront designs and plans shall be subject to Landlord's approval. The storefront should harmonize with the general character of the Shopping Center. The use of more traditional doorways, showcase windows may be used to enhance the sidewalk streetfront relationship between the Shopping Center and the store.
 - b. The depth of the storefront shall not exceed 20% of the width of the Leased Premises.
 - c. Storefront construction material shall be durable material such as glass, glazed tile, slate, terrazzo, marble, granite, hardwood or similar materials approved by Landlord. Plaster, cement plaster, stucco drywall, metal siding, and similar materials will not be permitted.

- d. The use of wood shall be limited to smooth, finished hardwood with mitered corners, counter-sunk and puttied nails, counter-sunk and plugged wood fasteners, and generally a high degree of detailing and workmanship. Design submittals proposing the use of wood shall include a finished sample of the material, as well as large scale details, for the Landlord's approval.
- e. No storefront or any part thereof shall project over the lease line into the covered sidewalk or other common areas.
- f. No vertical load imposed by Tenant's storefront shall be placed on the overhead sign band, on the neutral strip, or their supporting frames.

SECTION V. PROCEDURE FOR CONSTRUCTION OF THE LEASED PREMISES BY TENANT

Tenant shall start construction of the Leased Premises not later than 30 days after the last to occur of: (a) the date of approval of Tenant's Working Drawings and Specifications, or (b) issuance of a permit by the Building Department, or (c) the date Landlord has given notice that it has substantially completed the work to be performed by Landlord as set forth herein (other than such work which cannot be performed until Tenant makes the Leased Premises ready for the performance thereof). Tenant shall carry such construction to completion within 60 days of the last to occur of (a), (b) and (c) above. Prior to the start of construction, Tenant shall deliver, or cause to be delivered, to Landlord a copy of the building permit.

A. GENERAL REQUIREMENTS

- 1. Landlord shall have the right to perform, on behalf of and for the account of Tenant, subject to reimbursement by Tenant, any of Tenant's Work which Landlord determines should be performed for the best interests of the Project, including without limitation work which pertains to structural components, roofing and the general utility systems for the Project, and the erection of temporary barricades and temporary signs as specified by Landlord's Architect.
- 2. Landlord shall have the right to locate utility lines, air ducts, flues, refrigerant lines, drains, sprinkler mains and valves, and such other facilities, including access panels for same, within the Leased Premises, as deemed necessary by engineering design and/or code requirements. These shall be located so as to cause the minimum interference and be unobtrusive. Landlord shall also have the right to locate mechanical and other equipment on the roof over the Leased Premises.
- 3. Standard Project Details, as issued by Landlord's Architect as they pertain to Tenant's Work, shall govern with respect to all work.
- 4. Quality of Materials: All new, first-class materials shall be used in the construction and fixturing of the Leased Premises.
- 5. All contractors engaged by Tenant shall be bondable, licensed contractors, capable of performing quality workmanship and capable of working in harmony with Landlord's General Contractor and other contractors on the job. All work shall be coordinated with the general Project work.

6. Construction shall comply in all respects with applicable Federal, State, City and County statutes, ordinances, regulations, laws and codes. All required building and other permits in connection with the construction and completion of the Leased Premises shall be obtained and paid for by Tenant.
7. If any labor union shall object to the employment of anyone performing construction work in the Leased Premises on behalf of Tenant, Tenant shall take such action as is necessary to avoid a work stoppage in the construction of the Project, including the Leased Premises.
8. Tenant's Work shall be subject to the general inspection of Landlord's Architect or Agent.
9. Tenant shall erect temporary barricades and signs which shall be constructed, painted and illuminated by Tenant's Contractor as required by Landlord's Architect.
10. Tenant's Contractor shall agree to perform all work under the coordination of the Project General Superintendent and/or the Landlord's Architect.

B. REQUIREMENTS FOR TENANT'S CONTRACTOR

1. Tenant shall cause its Contractor to perform all work in a manner and at times which do not impede or delay Landlord's Contractor in the completion of the Shopping Center. Any damage to any work caused by Tenant's Contractor shall be at the sole cost and expense of Tenant.
2. Tenant's Contractor must be approved by Landlord. The procedure shall be as follows:
 - a. Tenant shall submit to Landlord, via Certified or Registered Mail, at least seven days prior to the commencement of construction, the following information:
 - i. The name and address of the General Contractor Tenant intends to use, and the names of the plumbing, mechanical, fire sprinkler and electrical contractors Tenant's Contractor intends to engage in the construction of its Leased Premises.
 - ii. The actual commencement date of construction and estimated date of completion of the work, fixturing work and date of projected opening.
 - iii. Evidence of insurance as called for in Section VI.
 - iv. Evidence of Tenant's financial ability to pay the cost of all Tenant's Work within the Leased Premises.

C. TEMPORARY FACILITIES DURING CONSTRUCTION

1. Tenant's contractors shall provide and pay for all temporary power, water, other utility facilities, and the collection of debris, as necessary and required in connection with the construction of the Leased Premises. Storage of Tenant's contractors' construction materials, tools, equipment and debris shall be confined within the Leased Premises. Tenant's Contractor shall not run pipes or conduits over or through other Occupants' space except

as directed and approved by Landlord. Tenant's Contractor shall remove all trash and debris daily and upon completion of construction; if not, Landlord may do so at Tenant's expense.

2. Tenant shall assume the cost of all utility bills the date it enters the Leased Premises to start work or the day this Lease commences, whichever shall first occur.

SECTION VI. INSURANCE, INDEMNITY AND BONDS

Tenant, in addition to all requirements of the Lease, shall obtain the following insurance coverage and bonds, and furnish proof thereof to Landlord prior to commencement of Tenant's Work.

1. Tenant's General Contractor's and Subcontractor's Required Minimum Coverages and Limits of Liability.

- a. Workers' Compensation, as required by State law and including Employer's Liability Insurance, with a limit of not less than \$100,000, and any insurance required by an Employee Benefit Acts or other statutes applicable where the work is to be performed, as will protect the Contractor and Subcontractors from any and all liability under the aforementioned acts.
- b. Comprehensive General Liability Insurance (including Contractor's Protective Liability) in an amount not less than \$1,000,000 for any one occurrence whether involving bodily injury liability (or death resulting therefrom) or property damage liability or a combination thereof, with an aggregate limit of \$1,000,000.

Such insurance shall provide for explosion and collapse coverage. Such insurance shall insure Tenant's General Contractor against any and all claims for bodily injury, including death resulting therefrom and damage to or destruction of property, including damage or destruction from fire and related perils of any kind whatsoever and to whomever belonging and arising from its operations under the Contract and whether such operations are performed by Tenant's General Contractor, Subcontractors, or any of their Subcontractors, or by anyone directly or indirectly employed by any of them.

- c. Comprehensive Automobile Liability Insurance, including the ownership, maintenance and operation of the automotive equipment owned, hired and non-owned, in the following amounts:
 - i. Bodily Injury, each person \$ 500,000
 - ii. Bodily Injury, each occurrence. \$1,000,000
 - iii. Property Damage Liability \$ 500,000

Such insurance shall insure the General Contractor and/or Subcontractors against any and all claims for bodily injury, including death resulting therefrom and damage to the property of others caused by accident and arising from his operations under the Contract whether such operations are performed by the General Contractor, Subcontractor or any of their Subcontractors or by anyone directly or indirectly employed by any of them.

2. Tenant's Protective Liability Insurance: Tenant shall provide Owner's Protective Liability Insurance as will insure Tenant against any and all liability to third parties for damages because of bodily injury (or death resulting therefrom) and property damage liability of others or combination thereof which may arise from work in connection with the Leased Premises, and any other liability for damages which the General Contractor and/or Subcontractors are required to insure under any provisions herein. Said insurance shall be provided in minimum amounts as follows:
 - a. Bodily Injury, each person \$ 500,000
 - b. Bodily Injury, each occurrence..... \$1,000,000
 - c. Property Damage, each occurrence \$ 500,000
 - d. Property Damage, aggregate\$ 500,000
3. Additional Insureds: Except for Workers' Compensation Insurance, all such insurance policies required under this Exhibit shall include Landlord, its Architect, and its General Contractors as additional insureds, and shall contain an endorsement waiving all rights of subrogation against Landlord, its Architect, and its General Contractor. Certificates of Insurance shall provide that no reduction in the amount or limits of liability or cancellation of such insurance coverage shall be undertaken without 30 days' prior written notice to Landlord.
4. Indemnity: Notwithstanding such insurance as herein provided, Tenant shall and does hereby indemnify and hold Landlord harmless from and against any and all claims, demands, suits and causes of action for injury to persons or for death and for damages to property, including property of Landlord, arising out of or in any way connected with the construction and installation by Tenant of improvements required hereunder.

SECTION VII. SETTLEMENT OF DISPUTES

1. Except as otherwise provided herein, any disagreement or dispute which may arise between Landlord and Tenant or Tenant's Contractor, with reference to work to be performed pursuant to this Exhibit (other than in matters of architectural and aesthetic judgment), shall be resolved by arbitration, per American Arbitration Association guides and regulations. The arbitrators to be selected by each party to the dispute shall be selected within 10 days from the date of receipt of written notice requesting such arbitration. The arbitrators so selected shall convene and reach a decision on said dispute within 30 days from the aforesaid date of receipt of said notice. At least one of the arbitrators selected shall be an architect and/or engineer duly registered in the State of Oregon.
2. Landlord's Architect's decisions shall be final and binding on both Landlord and Tenant in any disagreement or dispute which may arise between the parties with reference to matters of architectural and aesthetic judgment.

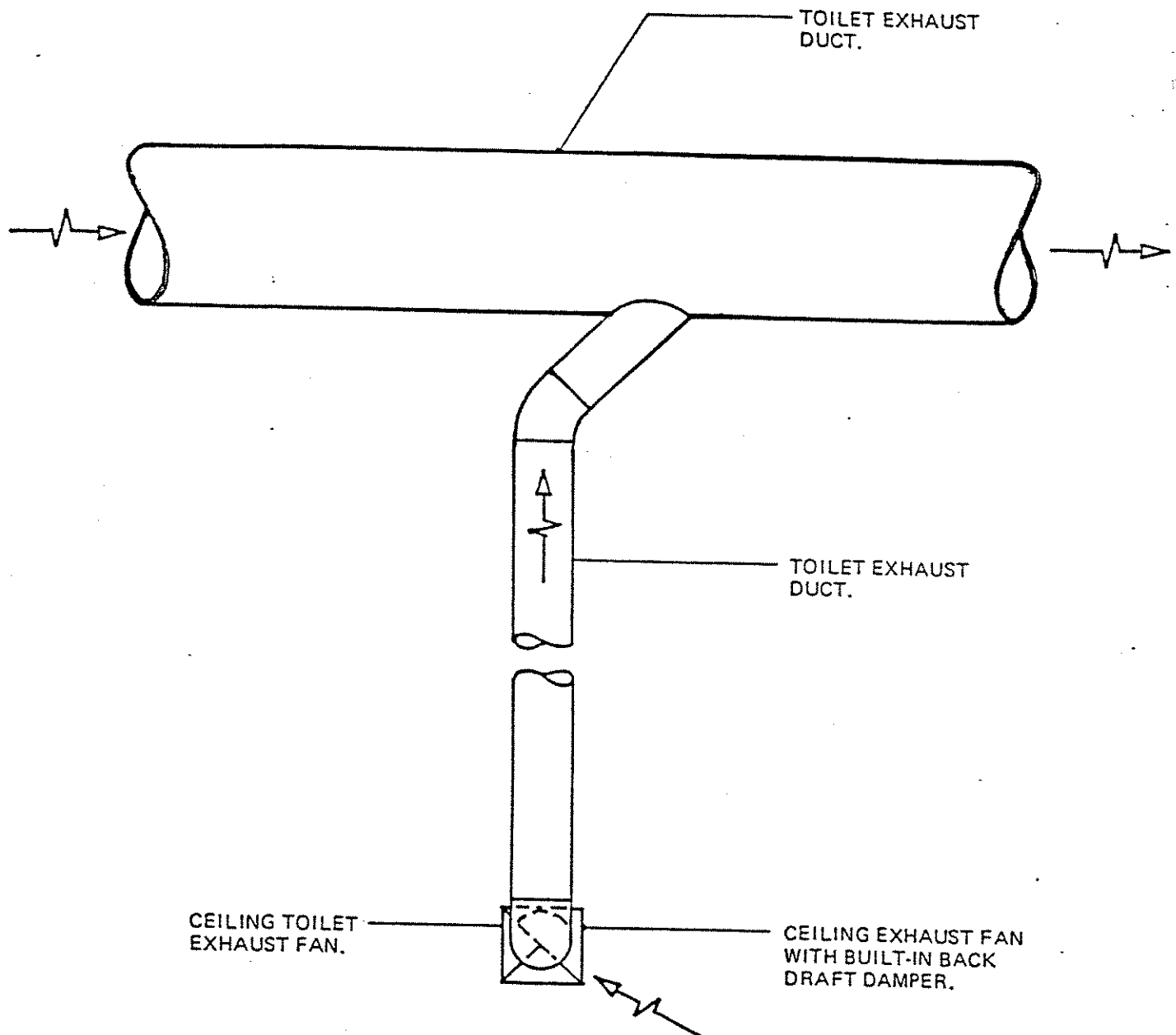
SECTION VIII. MISCELLANEOUS

1. Upon the completion of construction of Landlord's Work in the Leased Premises in accordance with the plans and specifications therefor and upon the delivery of possession of the Leased Premises to Tenant, Tenant will accept the Leased Premises in the condition in which they may then be and waives any right or claim against Landlord for any cause, directly or indirectly, arising out of the condition of the Leased Premises, appurtenances thereto, the improvements thereon and the equipment thereof; and Tenant shall thereafter save and hold Landlord harmless from latent or patent defects therein, provided, however, that Landlord warrants Landlord's Work against latent defects for a period of one year from completion.
2. The fact that Tenant may enter into possession prior to the actual completion of Landlord's Work for the purposes of installing fixtures and equipment shall not be deemed an acceptance by the Tenant of completion of Landlord's Work until actual completion shall have taken place, but in such event Tenant shall hold Landlord harmless and indemnify Landlord for any loss or damage to Tenant's fixtures, equipment and merchandise and for injury to any persons, unless same be caused by the gross negligence of Landlord or its agents.
3. Tenant hereby releases Landlord from any claim whatsoever for damages against Landlord for any delay in the date on which the Leased Premises shall be ready for occupancy by Tenant.
4. Floor Area calculations are from the center line of partitions without deduction for columns, sprinkler risers, or roof drains.
5. All of Tenant's Work shall be and remain the personal property of Tenant during the term of this Lease regardless of whether or not such work becomes affixed and/or attached to the Leased Premises. However, all improvements to the Leased Premises made by Tenant, including but not limited to light fixtures, floor coverings and partitions, but excluding trade fixtures and signs, shall become the property of Landlord upon expiration or earlier termination of this Lease.
6. Landlord may at its option, and in its sole judgment, provide an energy management program for all or part of the mechanical, electrical and utility systems of the Shopping Center.

10. STANDARD PROJECT DETAILS

Wall Section at Storefront	T-1
Storefront Elevations	T-1
Neutral Strip	T-1
Toilet Exhaust Fan Wiring (Typical)	T-2
Typical Toilet Exhaust Connection	T-3





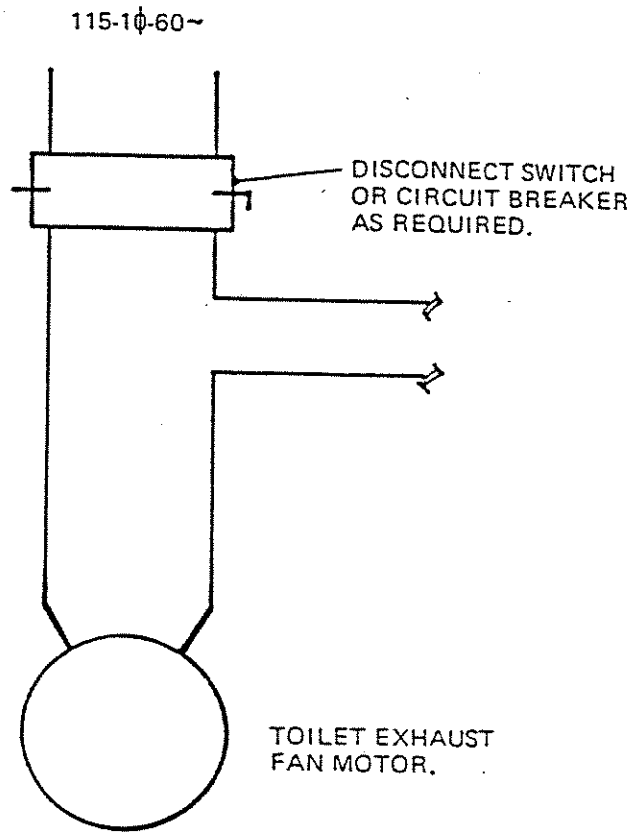
SQUARE TOO
 WASHINGTON SQUARE
 PORTLAND, OREGON

*Typical Toilet Exhaust
 Connection*

Scale: No scale

January 4, 1984

T-2



SQUARE TOO
WASHINGTON SQUARE
PORTLAND, OREGON

*Toilet Exhaust Fan
Wiring (Typical)*

Scale: No scale

January 4, 1984

T-3

EXISTING DEMISING
STUDS AND COLUMN

STUDS ONLY AT SIMILAR
CONDITION

ALIGN FACE OF
GNB BACK LAYER W/
FACE OF EXISTING
GNB ABOVE

LEASE SPACE

5/8" FACE LAYER
GNB ON
5/8" GNB BACKING
(FLIRTING OPTIONAL)

J-METAL BEAD -
#200-A METAL
TRIM BY U.S.G. OR
EQUAL) W/TAPED
JOINT

GNB - PAINT TO MATCH
FRATT & LAMBERT #Y3918A
"OBSEIDIAN" SATIN LATEX
ENAMEL

1/4" RUBBER
BASE TO
MATCH EXISTG
NEEL STRIPS

LEASE LINE

1'-0"

1'-0"

PLAN

FIN. FLOOR

ELEV. @ BASE

REV. 1-28-87

NEUTRAL STRIP @ MALL 1 ONLY

Scale 1 1/2" = 1'-0"		Project
Date		Sheet