

Gran Plaza Outlets

Calexico, California

Date: August 23, 2013

Tenant Construction Guidelines

Premises _____

Architect _____

Date _____

Contractor _____

Introduction & Objective

This guideline will help each Tenant, architect, and general contractor provide the best in contemporary Tenant improvements for the success of the Tenant and outlet mall. The Tenant and the Tenant's design and construction team are required to review and abide by the items in this guideline and in the lease.

Please sign below to acknowledge your receipt and review of this guideline in preparation for an onsite design / construction meeting.

Construction Rules

The following rules for Tenant Contractors are designed to ensure an organized and safe construction project. The information contained in this guideline, together with the lease, comprise the rules of Tenant construction. Where conflict arises, the lease supersedes these rules.

Pre-Construction Meeting

Prior to the start of construction, a meeting will be held with the Landlord's General Contractor to review these guidelines and the Tenant Contractor's schedule / scope of work. Permits and insurance certificates must be sent to the Project Coordinator prior to this meeting or the meeting will be postponed. A schedule and list of sub-contractors with contact information must be provided at the meeting. General contractors must be California B licensed and have an active status with the California State License Board.

Insurance Requirements:

Tenant's Contractor shall secure, pay for, maintain and cover **all operations** during preparation of Premise with the following insurance. Lease required endorsements on all policies must read **(GRAN PLAZA, LP, a Delaware Limited Partnership, Excel Property Management Services, Inc., Corsair, LLC, Elite General Contracting, Inc., and MPA, INC.), its officers, directors, agents, employees, divisions, subsidiaries, shareholders, partners and affiliated companies, and all of their respective successors as additional insureds.** Endorsements must include **policy number(s), maintain a rating of A VI or better in the Best Key Rating Guide** for the general liability and automobile insurers and a minimum **rating of B+**

X for Workers' Compensation. All policies shall provide thirty (30) days prior written notice of any alteration or termination of coverage, in amounts as set forth below:

1. Workers' Compensation with a Waiver of Subrogation endorsement naming **(GRAN PLAZA, LP, a Delaware Limited Partnership, Excel Property Management Services, Inc., Corsair, LLC, Elite General Contracting, Inc., and MPA, INC.)**, its officers, directors, agents, employees, divisions, subsidiaries, shareholders, partners and affiliated companies, and all of their respective successors as additional insureds.

Employer Liability Insurance - Limits are **not less than \$500,000.00 (or per Exhibit D of the Lease)**, and where required by State Law, any insurance required by any Employee Benefit Acts or other statute applicable, where the work is to be performed as will protect the contractor and subcontractors from any and all liability under the aforementioned Acts.

2. Comprehensive General Liability Insurance (including Contractor Protective Liability) – The amount must be for **not less than \$2,000,000.00 (or per Exhibit D of the Lease) each occurrence** (this amount may be higher - Tenant to verify amounts prescribed in the Lease) for injury or death to any one or more persons. Such insurance shall provide for explosion and collapse coverage; contractual liability coverage and shall insure the general contractor and/or subcontractors against any and all claims for personal injury. Such insurance shall include death resulting there from and damage to the property of others and arising from his operations under the Contract and whether such operations are performed by the general contractor, subcontractor or any of their subcontractor or by anyone directly or indirectly employed by any of them. Such insurance must include professional liability/errors and omissions, and/ or any other coverage required by contract: e.g. pollution, transit, environmental, aviation, etc.
3. Comprehensive Automobile Liability Insurance - The ownership, maintenance and operation of any automotive equipment, owned, hired and non-owned in the following minimum amounts (note: amounts may be greater for some Tenants – verify lease requirements):

Bodily injury, each person	\$2,000,000.00
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Bodily injury, each occurrence \$2,000,000.00
Property Damage,
each occurrence \$2,000,000.00

4. Certificate Holder: **GRAN PLAZA, LP** a Delaware Limited Partnership, c/o Excel Property Management 9034 W. Sunset Blvd., West Hollywood, CA 90069.
5. Additional Insured –, **Excel Property Management Service, Inc., Corsair, LLC, Elite General Contracting, Inc., and MPA, INC.** and their officers, agents, servants, employees, divisions, subsidiaries, share-holders, partners and affiliated companies, and all of their respective successors and assigns.
5. “All Risks” – Builders’ risk insurance in the amount of contract between the Tenant and Tenant’s contractor.

Please indicate property and project names on all certificates, endorsements and waivers.

Permits

It is the responsibility of the General Contractor to acquire all construction permits and to obtain a Certificate of Occupancy. Owner-Builder permits are not allowed. A copy of the building permit must be provided to the Tenant Coordinator prior to commencement of construction and must be displayed on site. All inspections, including final, must pass prior to the store opening.

If Tenant’s work is to commence prior to the Shell Building Contractor’s procurement of a Certificate of Occupancy for the Shell Building, Tenant’s contractor shall be required to enter into a letter agreement, subject to language acceptable to the City of Calexico, which stipulates that Tenant’s contractor shall not cover any work by Shell Building Contractor which had not yet been first inspected and accepted by the City Inspector. In such event, Tenant’s contractor shall reimburse the Shell Building contractor to remove the improvements so adequate inspections can be conducted. Tenant’s contractor shall then reinstate its work at its sole cost and expense.

Surface Drainage, Groundwater and Surface Water (SWPPS)

The Tenant’s contractor acknowledges and shall use any and all means and methods to protect and prevent

discharge of any kind into any drain, sewer, grease line and storm drain as a result of the construction activities caused by their respective sub-contractors, employees, or agents.

Construction Security Deposit

Prior to the start of construction, a five thousand dollar **(\$5,000.00)** security deposit is required to protect against damage to the center’s property (Tenant to verify amounts prescribed in the Lease). Check should be made payable to GRAN PLAZA, LP and submitted to MPA, Inc. at 4041 MacArthur Blvd., Suite 490, Newport Beach , CA 92660. Temporary power fees and any fines will be deducted from the security deposit. Security deposit will be returned 45 days from completion of all punchlist items and after Landlord receives a written request for deposit to be returned.

Construction Drawings

Tenant must obtain Landlord and City approval of working drawings prior to start of construction. During construction, the contractor shall maintain a set of working drawings within the premises bearing both Landlord and City approvals. It is the contractor’s responsibility to ensure that Landlord corrections are incorporated into permit drawings.

Plans must be submitted to landlord for review of any modification, new construction or signage.

Utilities

Contractor is responsible for locating all existing utilities prior to connection. Landlord will not assume responsibility for existing utility locations. Contractor must contact Dig Alert at 800-227-2600 for all utility line locations prior to any below grade work. The Tenant Coordinator must be notified one week in advance of any planned modification to utility services that will interrupt the service to other Tenants. Any utilities needing to be brought to within the premises must be provided by a Landlord approved method in advance of work.

All electrical power will be provided by Tenant at Tenant’s expense. Temporary electrical meter installation and location must be approved by the Tenant Coordinator. At times, a spider box or other will be provided by Landlord for a \$500 flat fee for temporary power on a Landlord house meter.

Any fire protection work must be approved by the Tenant Coordinator and Management Office and a written 24-hour advance notice must be provided for sprinkler shut-downs. A copy of the attached Impairment Notice must be completed and emailed to the Tenant Coordinator (ward@mpassoc.com) 24 hours in advance of the shut-down. (See Appendix E) All fire alarm work must be coordinated through the base building vendor.

Roofing Modifications

Roof - Any roof penetrations must adhere to the base building construction details and be approved by the Landlord in writing and in advance of said work. All roof repairs are to be completed by Landlord's roofing contractor at Tenant's expense.

All units must be installed on level platforms with lead flashing. Sleepers on top of roofing material will not be permitted.

Any new rooftop units installed for HVAC, make-up air, exhaust air, etc., shall not be higher than the rooftop parapets and shall not be visible from normal viewing angles.

Structural integrity of the roof must be maintained at all times, per engineered Tenant drawings.

Slabwork

Slab saw cut excavation, infill and compaction shall be performed according to code. No grade beam penetrations without prior written Landlord approval. Epoxy doweling is required on all slab pour backs and must be visually verified by the Landlord's field representative.

Barricades

If the shopping center has operating Tenants, all windows are to be painted black prior to any demolition/ construction. Barricades are required for storefront work. Consult with Project Coordinator for the barricade design and location prior to installation. Landlord will not provide barricades.

Staging Area

All work to occur within the premises or an approved staging area (if available and designated by the Landlord). Landlord also retains the right to request the relocation of the staging area at any time, at Tenant's expense. Staging Area must be kept clean at

all times. The area must be cleaned and repaired immediately after Landlord's request or 7 days prior to the Tenant's opening, whichever is earlier. Working in the common area is not acceptable.

Clean-Up

Prior to the opening of the center the Tenant and its contractor must utilize the rear doors. No deliveries are permitted from the front door and common areas.

It is the contractor's responsibility to maintain the premises and common area in a neat and orderly manner. The contractor must employ clean-up personnel to perform this task if cleanliness becomes an issue. **Wetted carpet remnants must be placed at each access point to reduce the amount of dust and footprints tracked into the common areas of the center**

Contractor will not wash out concrete, mortar, stucco, drywall compound, paint, etc, hoses and pumper into plumbing system, gutter or landscaping. Washout must be returned to the mixer and taken off-site to an approved dumping location. Slump test piles must not occur in landscaping, and must be removed off the property as soon as possible.

Bead blast dust and debris must be hauled off-site by sub-contractor. Do not allow bead blast dust to be deposited into trash dumpster.

Landlord's Contractor shall supply a dumpster for construction debris. Construction dumpsters and hauling service for this purpose will be provided by Landlord at Tenant's expense at a cost of One Dollar (\$1.00) per square foot of leasable area, which must be paid by Tenant or its contractor prior to commencing Tenant's Work. Contractor is responsible for all trash removal from the Premises. Tenant's trash must be removed from the Premises on a daily basis and not be allowed to accumulate in the Tenant space.

Damage to neighboring Tenant's, Center and merchandise resulting from construction is the contractor's responsibility to pay for repairs and/or perform the repair work.

Noise

Every effort will be made by contractor to schedule loud construction activities so as to comply with the

City's sound and noise ordinance(s). Disruptive construction activities (demolition, jack hammering, saw cutting, etc.) shall be conducted during the non-operating hours of the center or as directed by Landlord (See list in Appendix B).

Management reserves the right to order an immediate stop to any work if too noisy.

Contractor's staff will not operate radios or other devices which produce music or other background sounds.

Equipment

The use of power equipment using diesel fuel within the premise is prohibited. Equipment powered by gasoline (compressors, trenchers, welders, saw cutters, etc.) with adequate ventilation is acceptable.

Deliveries

All materials and supplies for construction work shall be delivered through delivery doors and through service corridors where possible prior to center operating hours or as directed.

Construction Signs

Construction signs and banners are not to be installed.

Hazardous Substances

It is the Tenant contractor's responsibility to immediately notify the Project Coordinator of any substances suspected of being hazardous, as defined by current laws of the State of California. Unauthorized handling, removal, disposal, or re-use is prohibited.

Public Appearance

All of Contractor's employees will wear shoes and shirts while within public areas of the Center. Contractor's employees must respect and be courteous to the general public and store employees. No swearing or crude language.

Barricades, doors and entry doors must be closed at all times.

Contractors are prohibited from using the center's public restrooms. Portable toilet facilities are to be

provided by the contractor in a location designated by the Landlord.

Security

Work area and equipment security is the responsibility of the contractor. All tools, materials and equipment should be locked in a secure place, within Tenant space or off-site. Under no circumstances will Management be held responsible for lost or stolen articles.

Keys

Once the contractor is given permission to commence work, a locksmith should re-key the locks for the contractor, and then again when opening for business. Prior to re-keying, access to the Tenant's space is to be coordinated with the Project Coordinator 24 hours advance notice.

Storage

All materials and tools are to be stored in the Tenant space. If necessary, a remote staging area may be designated by Tenant Coordinator for storage containers.

Contractor Parking

All contractors will park vehicles in areas designated by Tenant Coordinator. Contractor's trade vehicles may park in loading zones long enough to drop off tools.

Landlord Inspection

The premises will be inspected periodically by the Project Coordinator to verify compliance with requirements outlined herein. Any unauthorized construction or activities contrary to these rules will be stopped and/or corrected by contractor at his sole expense (See attached Violation Report Appendix C).

Fines

Fines will be assessed as follows (See attached Violation Notice, Appendix C):

Tracking dust, mud or debris into the center	\$100
Materials, equipment, or debris left in the common area	\$500
Unauthorized deliveries within the	

common area	\$500+ tow
Unauthorized welding, jackhammering or cutting work	\$500
Trade vehicles left in loading zones	\$500+ tow
Parking in unauthorized areas	\$500+ tow

- **Appendix B**

Center Hours of Operation & Pre-Opening Working Hours

Typical Construction hours for Gran Plaza Outlets are:

Monday thru Friday	7AM -- 5 PM
Saturday	as requested and approved (subject to governmental approvals)

After hours work	as requested and approved (subject to governmental approvals)
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Appendix C

Construction Violation Report

MPA, Inc.

CONTRACTOR VIOLATION REPORT

Date of Occurrence: _____ **Day:** _____ **Time:** _____

Tenant: _____ **Space/Suite:** _____

Violation Number: _____ **Contractor Guidelines:** _____

Construction Activity Complaint:

Conclusion/Resolution:

MPA, Inc. Participants:

Contractor Participants:

Fine Levied: _____ **Yes** _____ **No** _____ **Amount Levied:** _____

How will fine be paid?

CC:

Appendix D

Phone Numbers

Tenant Coordinator	Dylan Ward: MPA, Inc. as Agents for Gran Plaza, LP	(949) 428-9650
Landlord's General Contractor	Malachi Batts: Elite Construction	(909) 556-5199

Appendix E Impairment Notice

MPA, Inc. Impairment Notice – Fire Suppression & Alarm Systems

Before beginning any work which may impair any Fire Suppression or Alarm System, use this form to communicate all pertinent information.

This form must be filled out completely:

JOB START DATE	JOB START TIME
SHOPPING CENTER	NAME OF BUSINESS
DATE (S) OUT OF SERVICE	TIMES (S) OUT OF SERVICE
DATE (S) RETURNED TO SERVICE	TIME(S) RETURNED TO SERVICE

CONTRACTOR NAME	CONTRACTOR ADDRESS
NAME OF WORK SUPERVISOR	NAME OF OWNER/MANAGER CONTACT
OWNER/MANAGER PHONE NUMBER	OWNER/MANAGER APPROVAL (Signature)
NATURE OF PROBLEM/SCOPE OF WORK	BUILDING ENGINEER APPROVAL (Signature)
TODAY'S DATE	FORM COMPLETED BY
YOUR PHONE NUMBER	

Email Completed Form to:
MPA, Inc., ward@mpassoc.com
Attn: Dylan Ward

24 Hour notice required for all non-emergency work

Appendix F

Sign Installation Procedures

- 1. Call the Tenant Coordinator in advance on the day of installation to coordinate onsite scheduling.**
- 2. All work to be done during the normal construction hours set for each center.**
- 3. The date and time of all installations must be coordinated with the Tenant Coordinator 24 hours before the commencement of any work.**
- 4. Cones and caution tape must be used at all times. Special consideration must be given anytime there is a chance of pedestrians walking under workers or equipment.**
- 5. Debris and materials must be kept in an orderly condition and out of the way of pedestrians.**

Appendix G

Submittal Requirements for Satellite Dish Installation

Roof Top: Sled mounted with weights.

- Drawing showing dish location on the roof relative to other equipment and location of roof penetration to space below. Equipment can not be seen above parapet wall.
- The drawings will indicate dish size.
- Dish color, framework above roofline and all conduit is to match roof top equipment color specification.
- Sled mounted units are required to have two (2) ½” thick roof pads placed under them before putting weight in sled on roof. Whenever possible sled is to be located above major roof support beams or columns.
- All wiring is to be in conduit (PVC or Metal), conduit mounted to wood blocks (redwood), blocks are to have same ½ “ thick roof pad material secured to bottom of each block, block and pad are not to be fastened to the roof, but left to move independently. The attachment of the conduit to the block is to be with a two (2) hole strap / clamp. The blocks should be spaced to prevent sagging of the conduit.
- All roof penetrations, patching and repairing are by the Landlords roofing contractor.
- All roof damage caused during the installation process is the responsibility of the installer.
- The proposed vendor and installation company (if different) is required to conform to the Landlords insurance requirements, which will be sent to vendor when the submittal is approved if not hired by General Contractor.
- Installer to coordinate with Landlord roofing consultant / contractor for all design requirements needed to maintain existing roofing warranties.

**Gran Plaza Outlets
Calexico, CA
Proprietary List of Subcontractors**

Roofing:

CRS Commercial
4651 Brookhollow Cir.
Riverside, Ca. 92509
951-681-6000
Chris Larson
chris@CRSCommercial.com

Fire – Line – Safety:

Red Hawk Fire & Security
920 S. Andreasen Drive, Ste.102
Escondido, CA 92029
760.421.7354

Fire Sprinkler:

Pacific Fire Protection
P.O. Box 891955
Temecula, CA 92589
Al Carrillo
951-206-9700
pfp@pacificfire.net

HVAC:

Vision Heating & Air Conditioning
19069 Van Buren Blvd., #11
Jeremy Reese
951-973-2227
jeremey@visionhvacinc.com

Structural Engineer:

Bakkum Noelke Consulting Structural Engineers
2805 East Camelback Road Suite 200
Phoenix, AZ 85016
Fred Noelke
602-955-9200
fnoelke@bakkumnoelke.com

Electrical Feeders and Connection to Switchgear

Harrel Electric
5225 Canyon Crest Drive
Riverside Ca 92507
Jim Harrel 951-515-2258
cabo5150@yahoo.com

**Tenant Coordination
PRE-CONSTRUCTION MEETING CHECKLIST**

Tenant: _____ Center: _____

Date: _____ Participants: _____

___ Insurance, Permit and Forms Package:

- ___ Insurance Certificate (2M Limits)
- ___ Workman's Compensation Certificate
- ___ Copy of Building Permits
- ___ Sub-Contractor List
- ___ Construction Schedule
- ___ Deposit Check
- ___ Notice of Completion example Form
- ___ Slab cutting, In-fill and Compaction package
- ___ Landlord's Proprietary Contractors list.
- ___ Landlord's "As-Built" drawings of space. (Provided/Not Provided)
- ___ Contractor Guidelines and Acceptance of same.

___ Site/Space Review and Acceptance:

- ___ Demising walls complete per lease.
- ___ HVAC Unit In place/ Plenums dropped.
- ___ Slab Block out in place per lease.
- ___ Conduits in place per lease.
- ___ Water line in place per lease.
- ___ All Landlord's Doors operational.
- ___ Storefront intact and free from defect.
- ___ Thermostats provided.
- ___ Location of Electrical Meter identified and Tenant responsibilities.
(Meter and wire by Tenant)
- ___ Location of Gas Manifold's and Tenant responsibilities.
(Coordination with other Tenant's where occurs).
- ___ Confirm method of water provided per lease. (Separate meter?)
- ___ Electrical hookup to Landlord panel to occur between specific hours where occurs.
- ___ Existing Debris/ Accepted or declined by Tenant.
- ___ Tenant understands that all underground exploration and location of underground piping and utilities is Tenant's sole responsibility.

___ Mandatory Inspections and Testing:

- ___ Roof structure and membrane
- ___ Mechanical Startup
- ___ Slab Cuts, compaction, re-bar and in-fill
- ___ Grease waste tie in, where occurs.
- ___ Fire Sprinkler/ Coordinate with Management and provide 24HR Notice
(Tenant will pay Fire Department charges for false alarm).
- ___ Fire/Life/Safety as needed by Code.

___ Contractor Conduct and Requirements:

- ___ Dumpster location, Appearance and frequency.
- ___ Noise Issues (contained within closed Hours)
- ___ Loading/ Unloading of Materials
- ___ Barrier/Window Black to remain free from Graffiti.
- ___ No Vehicles on walkway hardscape.
- ___ Cleanliness: Damp walk-off mat/ No debris outside of space.
- ___ Contractors to park in rear or away from front of space.
- ___ Sub-Contractor/Laborer conduct.
- ___ Temporary power to be routed for safety/ Put away in Electrical room when not in use.

___ Other Considerations:

- ___ Contact utilities (Electrical, Gas, Water Companies) as soon as possible to avoid delays.
- ___ Deduction from deposit for Electrical Usage/ \$500.00.

___ Miscellaneous Considerations:

By signing below I acknowledge that I have reviewed and understood the foregoing items and accept the space excluding any outstanding items that may be listed above.

Accepted by: _____

Print Name: _____

Date: _____