



TENANT CONTRACTOR RULES AND REGULATIONS

Tenant: _____

Project:

ALAMEDA LANDING
5th Street & Stargell Ave
Alameda, CA. 94501

Developer:

BIT Alameda Retail Owner, LLC
c/o Vestar 43440 Boscell Road
Fremont, CA. 94538

DEVELOPER REPRESENTATIVES

Tenant Coordinator

David Berry
Vestar Property Management
Phone #: (562) 420-5111
dberry@vestar.com

Property Management

Jennifer Duarte
Vestar Property Management
Phone #: (510) 770-9798
jduarte@vestar.com

PRE-CONSTRUCTION

Pre-Construction Meeting

A minimum of five (5) days prior to starting construction, the Tenant Contractor shall contact the Tenant Coordinator to arrange a pre-construction meeting at the site trailer office. Attendees should include the Tenant Contractor's superintendent and /or the Project Manager along with the Tenant's representative. Before the Pre-Construction meeting, the Tenant Contractor shall provide the following mandatory information:

1. **Building Permit and County Health Permit** (if applicable). A copy of each is to be emailed to jduarte@vestar.com as soon as they are received.
2. **Insurance Certificate.** See attached pdf titled ALAMEDA LANDING VENDOR INSURANCE CERTIFICATE INFORMATION. All insurance forms are to be emailed to jduarte@vestar.com. Tenant Coordinator will have the insurance reviewed for compliance and inform contractor if corrections are to be made. If you have any questions concerning the insurance requirements, please contact Jennifer Duarte or her assistant, Nikita Patel @ 510-770-9798 at Vestar Property Mgmt.
3. **Construction Schedule.** Tenant Contractor is to provide a complete schedule showing major milestones and duration of the project. The tenant is to provide the duration of time required from completion of construction to the opening of business.
4. **Contractor Performance.** The Tenant Contractor and their sub-contractors are required to be licensed and insured. All contractors are to be bondable, if requested. All contractors are to be expected to furnish skilled, efficient craft-workers for the construction of the project. Union labor or prevailing wage is not required. In the event of any project-related labor dispute, misunderstanding, grievance, etc., the tenant contractor shall work to immediately resolve. No striking, hand-billing, bannering or disruptive activity will be allowed at or around the site.
5. **Subcontractor's List.** The Tenant Contractor shall submit, within the first week of start of construction, their sub-contractor's list with the name of the company, address, phone number (including emergency phone number) and main contact person.
6. **Pre-Construction Fees.** (not subject to waiver or cap). A construction deposit in the amount of \$1,000.00 payable to BIT Alameda Retail, LLC; from which the Landlord may deduct Landlord's cost to repair any damage to common area or other tenants, caused by the Tenant Contractor or his sub-contractors. The deposit is refundable at the close of the project provided all of tenant's lease requirements for close out are met first.

7. **Mandatory Sub-Contractors.** Tenant Contractors are required to utilize only approved sub-contractors for roofing penetrations, fire sprinklers, RTU start-up and fire alarms. Contact each contractor in advance to obtain cost for their service.

Roofing Contractor

CalRoofing
David Moreno
(408) 293-7977
dmoreno@cal-roof.com

Fire Sprinkler Contractor

Cen-Cal Fire
Gregg Fontes
(209) 334-9119
Gregg.f@cen-calfile.com

Mechanical Contractor

AMS Heating Inc.
Dean Sanders
(209) 466-6692
dean@amsheatinginc.com

Fire Alarm Systems

Valley Fire & Security
Darryl James
(916) 608-0977

djames@valleyfireandsecurity.com

CONSTRUCTION

Temporary Provisions

1. **Construction Signage.** The Tenant Contractor or his sub-contractors are not allowed to post any company name or signs anywhere outside the premises or the windows of the tenant space, unless approved by the Landlord. When required, the Tenant Contractor shall post all signage as required by the Tenant Coordinator or Landlord.
2. **Temporary Power.** Temporary power is available in the electrical room. Method of power must be approved in advance by the Tenant Coordinator. Generator power is not permissible. All applications of use must meet OSHA and local jurisdiction requirements and installed by a licensed electrical contractor.
3. **Temporary Water.** Water should be available at the building, unless you are the first tenant within the building. If you are, then Tenant must get with Tenant Coordinator to discuss means and methods of obtaining water.
4. **Temporary Toilet.** The Tenant Contractor is responsible for providing temporary facilities, meeting OSHA and local jurisdiction requirements. The Tenant Contractor is responsible for maintaining and policing the use of their specific toilet facility. Tenant Contractor will not be allowed to use public or other contractor's toilet facilities. The toilet must be kept within the building trash enclosure in order to be kept out of sight of public view.
5. **Trash/Laydown.** Tenant Contractors are responsible for removing trash and spoils as per City of Alameda requirements and city/county approved hauling company. Daily haul offs should be anticipated, as dumping into common trash enclosures will not be allowed. If the developer so desires, a staging area for trash and laydown will be coordinated at the discretion of the Landlord and Tenant Coordinator and per the Tenant lease language (if applicable). All staging must be addressed before the project begins and all care must be taken to protect all hardscape, paving and landscaping. Plywood blocks are required under the dumpster wheels, fenced and screened, if a dumpster is approved by the landlord. All trash removal methods are to be reviewed in advance of the start of the TI build out.
6. **Bio Retention Areas.** The Tenant Contractor and all of their sub-contractors must comply with all governing authority guidelines pertaining to the unlawful contamination of the site and offsite bio retention systems. Any runoff of contaminants or soils will be subject to an immediate \$1000.00 fine issued by the Tenant Coordinator and/or Landlord's representatives. This does not include fines set forth by governing authorities.

Construction Requirements

1. **Noise Level Activity.** There is to be no loud music emanating from the work space. Contractors are to respect the activities of the center's tenants and customers during the duration of the tenant build out. All excessively loud work, such as saw cutting and jack hammering must be done in early morning or late evening hours, before an adjacent operating tenant opens or after they close for business.
2. **Onsite Documents.** The Tenant Contractor will keep the following documents on site and accessible at all times during construction:
 - a. City and County Health (if applicable) stamped and approved construction documents. This set will also be used for recording any as-built notations and field changes to the documents. These will become the recorded as-built drawings that are uploaded onto a disc and submitted to the Landlord at the close of the project.
 - b. All tenant coordinator comments/redlines that are a part of the approved tenant plans will be a part of the contractor's field set.
3. **Concrete Slabs.** Structural mat foundation slabs at Alameda Landing have perimeter and interior stiffening beams, along with slab thicknesses that vary from 7" to 10", depending on the building and location. The structural concrete mat slabs on

ground serve as part of the building foundation system and have been designed to minimize the effects of differential settlement. All permanent and temporary modifications to foundation systems (i.e. structural concrete mat slabs on ground and stiffening beams) shall be in accordance with permitted construction documents approved by the local authority having jurisdiction. The mat foundation slabs have rebar top and bottom set at approximately 14" O.C. each way over a mat vapor barrier over a minimum of 4" of clean draining gravel or crushed rock. Rebar in the stiffening beams cannot and must not be cut. To work through and past the stiffening beams, care must be taken on how to penetrate the beam. Either a horizontal coring process or jackhammering to provide a penetration is acceptable as long as the rebar is undisturbed. All penetrations through the stiffening beam(s) must be sleeved, with proper clearance between the rebar and the sleeve. In order to maintain the integrity of the mat slab, all slab rebar must be coupled back together, not dowelled. Where reinforcing bars are cut, concrete shall be chipped away leaving a minimum of 6" of existing rebar exposed for coupling. Bars shall be spliced with Type 2 mechanical couplers. Use either:

- a. "L-Series Bar Lock" Coupler Systems for Splicing Reinforcement Bars, ICC-ES ESR-2495, by Dayton-Superior Corporation, www.daytonsuperior.com.
- b. "Lenton Lock B-series" Mechanical Rebar Splicing System, IAPMO ER-3517, by Erico Corporation, www.erico.com.
- c. The Zap Screwlok Type 2 Mechanical Connector System, ICC-ES ESR-3517, by Barsplice Products Inc., www.barsplice.com

Care shall be taken not to damage under slab water vapor retarder. Where under slab water vapor retarder is damaged or removed, replace in kind with vapor retarder sheet. The sheet to be ASTM E 1745 Class A; 15 mil, single ply extruded polyolefin; permeance less than 0.01 U.S. Perms per ASTM E154, ASTM E96 procedure B or ASTM F1249.

- "Stego Wrap Vapor Barrier (15 mil)" by Stego Industries LLC
- "Vaporguard" by Reef Industries
- Approved Equal

All vapor barrier removed during excavation must be put back in and overlapped with new vapor barrier. All slab work must be inspected by a third party special inspections company and the Structural Engineer of Record. Work shall be inspected and observed in accordance with the requirements of the California Building Code, including local amendments. Once all third party inspections are complete and signed off, the SEOR will do a final inspection and sign off before pour back. Tenant Contractor must give the SEOR 24 to 48 hours advanced notice for inspection. The gravel must be properly compacted and the pour back must be of the same structural strength as the original slab. Concrete design mix can be obtained from ZFA engineers. All fees for special inspections, structural engineering site review and consulting to be paid by the tenant and/or tenant's contractor. Contact information for each company is;

Consolidated Engineering Laboratories
Attention: Joe Berriatua
(925) 314-7108
jberriatua@ce-labs.com

ZFA Structural Engineers
Nick Reid, SE
(415) 243-4091 x209
nick@zfa.com

4. **Protection of Property.** The Tenant Contractor shall be responsible for protecting the Landlord's and any other party's property from damage. This includes tracking of material residue outside the tenant space. All area in and around the tenant space will be swept as needed. Abuse of this rule will be subject to fines.
5. **Fire Extinguishers.** The Tenant Contractor shall provide an adequate fire extinguisher(s) within the tenant premises, tagged with a valid up to date inspection card.
6. **Site Access and Parking.** The Tenant Contractor shall be responsible to ensure that all construction employees working on the premises use designated parking areas discussed by Tenant Coordinator and Tenant Contractor, unless temporary unloading is required. There will be no construction trailers allowed on the property. Parking will not be permitted in any of the driveways and fire lanes except for temporary loading and unloading, as approved by the Tenant Coordinator.
7. **Delivery of Materials.** The Tenant Contractor shall be responsible to coordinate large material deliveries to the premises, whether for construction, fixturing or merchandising. Contact the Tenant Coordinator 24 hours in advance for large deliveries, to report any special means or requirements that might cause interruption of other's work. Care must be given not to block access and flow of the retail center. Full care must be taken to protect all center hardscaping by best means possible.
8. **Work Area and Storage.** The Tenant Contractor's work area will be restricted to the Tenant's interior lease premises, unless otherwise requested by the Tenant Contractor and approved by the Tenant Coordinator.
9. **Landlord Inspections.** The Tenant's construction will be observed periodically by the Tenant Coordinator to verify that work is being constructed as approved by the Landlord. All work not in conformance with the approved construction

documents must be immediately corrected at Tenant Contractor's expense.

10. **Safety.** The Tenant Contractor shall be responsible to ensure that all work performed within his scope of jurisdiction and sub-contractors are within OSHA standards at all times. The Landlord may, without any liability therefore, stop work that is in violation of OSHA standards or which may, in the Landlord's opinion, cause injury or harm to persons or property. All workers are required to perform with industry-standard professionalism, safety and conduct. The use, sale, transfer, purchase, and/or possession of a controlled substance, alcohol and/or firearms while performing work on the site are prohibited and will not be tolerated and grounds for immediate dismissal from the project site. Radios and boom boxes, etc. are to be kept at a low volume in order to not distract work within the premises.
11. **Hot Work.** It shall be the duty and responsibility of the Tenant Contractor and his sub-contractor performing any cutting or welding, to comply with the safety provisions of the National Fire Protection Association's National Fire Codes pertaining to such work and the Tenant Contractor shall be responsible for all damages resulting from failure to so comply. Use of fuel operated engines inside the Tenant's space will not be permitted unless otherwise requested by the Tenant Contractor and approved by the Landlord.
12. **Below Grade Construction.** Prior to beginning any below grade construction work, the Tenant Contractor must review and verify the locations of all underground utility services within or outside the tenant premises. Refer also to Item #2, concrete.
13. **Interruption of Utilities.** The Tenant Contractor must receive the Landlord's approval at least 48 hours in advance to any modification of utility services that may temporarily interrupt such service to other tenants or the center.
14. **Sprinkler Drain Down.** The Tenant Contractor shall contact the Tenant Coordinator in advance for any sprinkler drain downs.
15. **Roof and Building Modifications.** Roofing penetration work, including structural supports, curbing and flashing shall be installed in accordance with Landlord's standard project details shown on shell plans and approved by the roofing manufacturer's guidelines. All roofing re-work is to be done by the mandatory roofing contractor as listed. All building penetrations are to be reviewed with the Tenant Coordinator and done in a professional manner and in a weather tight seal using proper means and methods. Protection of roof during work by all disciplines is to be strictly adhered. All gas pipe and condensate line installation is to be supported by Miro Industries pipe supports. Wrapped 4x4 wood will not be accepted. Miro Model No. 3-RAH-7 is to be used for condensate piping. Miro Model No. 3-R-2 is to be used for gas piping. It is the responsibility of the Tenant Contractor to police all work and clearing of debris. Failure to bring to attention or acknowledge punctures and/or damage to roof will be dealt with severely.
16. **Coordination of Work.** Tenant Contractor shall coordinate with Tenant Coordinator for any activities that may affect or impact other tenants or general operations of the retail center. This may include noise, dust, utilities, road/sidewalk closures, deliveries and other impacts. Tenant Contractor may be required to perform impactful activities only during certain hours, including off hours.
17. **Hours of Construction.** Tenant Contractor shall adhere to local code requirements for hours of construction. For security reasons, any weekend work must be cleared by the Tenant Coordinator 24 hours in advance.

OPENING REQUIREMENTS

1. **Punch List.** Upon anticipated completion date, the Tenant Contractor shall request that the Tenant Coordinator conduct a final observation and compile a punch list. The premises will be allowed to open for business only after the necessary punch items have satisfactorily been completed. The Tenant Contractor is to promptly complete all punch items and apply for a final review and sign off. If the punch is not completed satisfactorily within 30 days of initial punch review, then Tenant Contractor's construction deposit will be used by Landlord to correct said items.

2. **Close Out Documents.** The following certificates/documents shall be submitted to the Tenant Coordinator prior to opening the premises to the public.
 - a. Notice of Completion (within 10 days of occupancy)
 - b. Certificate of Occupancy
 - c. Business License of tenant
 - d. Certified Tenant Air Balance Report
 - e. Signed and Completed Permit Card
 - f. County of Alameda Health signoff (if applicable)
 - g. Any and all other municipality signoffs (if required)
 - h. Substantially Completed Punch List

POST OPENING

The Tenant Contractor, along with the Tenant, will be required to submit the following items to Jennifer Duarte at Vestar Property Management (jduarte@vestar.com) with copies to the Tenant Coordinator within thirty (30) days of the store opening:

1. An original notarized "General Contractor's Affidavit and Final Waiver of Lien"
2. The original signed and notarized "Subcontractor's Affidavit and Waiver of Lien" for each subcontractor.
3. All warranties guarantees and such as required per the executed lease between Tenant and Landlord, shall be due.
4. Any and all other requirements as dictated by the lease. Tenant to be responsible for follow-up.
5. 2 discs of as-built plans

NOTE: ALL REQUIREMENTS FOR POST OPENING NEED TO BE GATHERED AND PROCESSED WITHIN 30 DAYS FOR TENANT TO RECEIVE THE STATED LEASE TENANT ALLOWANCE IN A TIMELY MANNER. FAILURE TO FOLLOW UP WILL CAUSE A DELAY IN EXECUTING THE ALLOWANCE AND THE TENANT CONTRACTOR'S SECURITY DEPOSIT.

I HAVE READ AND UNDERSTAND ANY AND ALL OF THE RESPONSIBILITIES LISTED IN THE "TENANT CONTRACTOR RULES AND REGULATIONS."

TENANT CONTRACTOR REPRESENTATIVE

Dated: _____

Print Name: _____

Signature: _____

Position/Title: _____

Company Name: _____

TENANT REPRESENTATIVE

Dated: _____

Print Name: _____

Signature: _____

Positions/Title: _____

Company Name: _____

Witnessed by / Meeting Host _____

Print Name _____