

THE MARKETPLACE AT WINDINGWALK

CONTRACTOR'S HANDBOOK RULES AND REGULATIONS

Design and Administrative Requirements:

- The term Contractor in this document refers to the contracting firm, its employees, agents, sub-contractors and materialmen performing work for a tenant or the landlord and who is be required to abide by this document. Property manager refers to any representative of the Landlord.
- Contractor will abide by all local state and federal laws, ordinances and regulations.
- Contractor will submit one (1) set of drawings in PDF format to the landlord for approval prior to submittal to any governmental or regulatory authority.
- Contractor will obtain all necessary permits and pay all necessary taxes and fees including but not limited to building permits, plan check fees, sewer fixture unit fees and trash hauling fees.
- Sign drawings must be submitted directly to the landlord by the sign contractor for landlord approval, prior to submittal to the local municipality and prior to fabrication or installation.
- The tenant premises (job site) will draw utilities only from existing services specifically dedicated to that premises. Unless specifically noted on landlord approved plans, utilities may not be increased in size from their existing levels or redirected from other areas of the shopping center or other tenant spaces.
- A security deposit of \$2,500 will be furnished by the contractor to property manager before commencing work. This deposit will be used towards the correction of any deficiencies caused by the contractor. Contractor's liability is not limited to this amount and the contractor will be held responsible for any damage caused to the shopping center, the tenant spaces, employees, merchants, customers or their property.
- Contractor must present one (1) set of stamped, approved (by all required project architects and engineers as well as all governmental and regulatory agencies) plans to the property manager prior to commencing work.
- Contractor must keep one (1) set of approved drawings on-site at all times.

- Contractor must also keep the inspection card on-site at all times and must present a completed inspection card to the landlord at the close of construction.
- All repair materials will match existing materials and be of equal quality as determined by Landlord.
- Contractor must submit one (1) complete set of As-Built drawings at the close of construction. Drawings will include all stamped engineering drawings and specifications. Contractor is responsible for obtaining all required warranties.
- Contractor must submit copies of unconditional lien releases from all subs as well as a conditional upon final from himself.
- Contractor must submit a Certificate of Occupancy and any other required permits and receipts for paid fees at the close of construction.
- Contractor must have a supervisor on-site at all times when work is being performed.
- Labor disputes will be grounds for termination.
- Only licensed contractors and sub-contractors are authorized to work on the premises. All contractors must be licensed for their specified trade. A list of sub-contractors and contact phone numbers must be submitted prior to the commencement of work. (See the attached form.)
- The property manager will inspect the job site on both a routine and emergency basis. The contractor must cooperate with the property manager in maintaining shopping center operations, the structural integrity of the building and minimizing any inconvenience/hazard to customers and merchants.
- The contractor must complete a punch list walk with the property manager, correct any deficient items and submit all required paperwork (including a certificate of occupancy) prior to receiving a security deposit refund.

Safety:

- The safety of our customers, employees and the property is of prime importance. Safe work practices, barricading, signage and scheduling must be used to keep all hazards to a minimum.
- The contractor will utilize only the safest construction method for each task. Safety will not be compromised for speed or value engineering.
- The contractor will provide the property manager with advanced notification of any planned task that is of a potential risk to the shopping center, its merchants,

staff, customers or their property. The contractor will also conduct advanced planning with the property manager for all such events as well as those that will have any impact on the common area and/or other merchants or their property.

- All work must be done in compliance with OSHA, Fire and all other safety regulations, laws and ordinances. All required MSDS must be on site at all times.
- All personnel will use the required safety equipment both for themselves as well as the work area.
- Trash and debris will not be allowed to accumulate on or around the job site. All such items will be removed no less frequently than daily.
- The contractor is responsible for notifying security immediately in the event of an incident or potential incident that has or may cause harm to people or property.
- Alcohol and/or all other intoxicants are not allowed on center property. Workers under the influence of any intoxicant are not allowed on center property. Construction personnel found to be under the influence of any intoxicant will be removed from the site and will not be allowed to return.
- Welding and Cutting requiring torches can only be done with prior approval from the landlord's representative. All safety precautions including local and national fire codes must be adhered to.
- Violation of safety rules is grounds for eviction of the Contractor from the site.

Shopping Center Operations:

- The center has security 16 hours / day, seven days a week. They should be updated on any issues that have or could affect safety or security. Security can be contacted at: (858) 688-2105.
- Parking for all construction vehicles must be coordinated prior to arriving at the center. Construction personnel will not be allowed to use customer parking spaces or other common areas including delivery areas for vehicle parking or work without prior authorization of the property manager.
- Work producing noise or fumes or other disturbances that could be experienced outside of the work site will not be allowed during the hours when the center is open for business. The center is generally open from 10:00 a.m. until 9:00 p.m.; however, hours for specific stores vary and must be recognized when adhering to this rule.
- Work involving the use of areas outside the demised premises including but not limited to plazas, sidewalks, parking areas, drive aisles building exteriors, and

roof surfaces must be scheduled around operating and delivery hours; coordination with other tenants in addition to the property manager may be required. All work areas will be covered and/or barricaded whenever they are not being worked on in order to eliminate safety and property damage hazards to shopping center customers and employees.

- All vehicles and pedestrian access ways will be maintained in a safe manner. This will include but not be limited to the use of barricades, cones, caution tape, covered walkways and trench plates. Any redirection of customer and/or vehicles must be approved by the property manager.
- The tenant must re-key the premises prior to taking possession of the space or storing materials in the space.

Structural Modifications:

- All structural modifications will be approved and stamped by a licensed structural engineer and approved by all required governmental authorities and the landlord prior to commencing work. All structural documents will be submitted with the as-built drawings at the conclusion of the project.
- Concrete trenches and patches will be doveled into existing concrete with at least #4 rebar no less often than 24" OC.
- Saw cutting and core drilling can only be done with prior property management approval. All penetrations must be shown on approved drawings.
- The contractor is responsible for ensuring that any pre-stressed or post-tensioned concrete is not damaged. This responsibility includes but is not limited to obtaining and researching drawings, contracting with structural engineering personnel and utilizing x-ray equipment. The contractor will be responsible for all costs associated with the repair of any damage caused by their work.

Roof Work:

- Roof access must be approved by the property manager the prior business day. All parties requiring access to the roof must gain access through security.
- All roof penetrations and/or other work affecting the roof membrane or structure must be performed by landlord's roofing contractor and can only be done with prior approval of the property manager and their approved roofing contractor.
- Landlord's roofing contractor will approve all roofing and roofing related materials.

- All roof top equipment including but not limited to HVAC and exhaust fan units will utilize factory curbs and additional bracing as required by the project engineer and landlord's roofing contractor.
- Unapproved work and or damage are subject to correction by the landlord at contractor's expense.
- Contractor will be responsible for damage caused to the shopping center or other tenant spaces due to roof leaks. Contractor will take all reasonable efforts to maintain a watertight roof at all times during the construction process.
- All work must be done in compliance with any and all manufacturer's warranties and specifications. This applies to both the existing roof system and any newly applied items.
- Contractor's roof work may not affect the roof structure, membrane or drainage.
- Antennas and satellite dishes can only be installed with prior landlord approval. Installations must be specified and stamped by a licensed structural engineer and may not compromise any existing warranties, maintenance or drainage.
- Roof will be kept clean and free of debris during and after any and all work.
- Failure to comply may result in legal action from the landlord.

Fire Sprinklers:

- All work relating to the fire sprinkler/fire life safety systems/alarm monitoring systems can only be done by landlord's contractor. Any work requiring the draining and filling of sprinkler systems and/or the placing of a life safety system in test mode must be done with a minimum of 24-hour notice and between the hours of 8:00 am and 5:00 pm Monday through Friday.
- The contractor will work directly with security and ensure that they are informed at all times with regard to the status of all fire life safety/fire sprinkler/alarm monitoring equipment. Contractor will notify security immediately when systems are to be taken on or off test. Contractor will not leave the property until verification has been received from the monitoring company that all fire life safety/fire sprinkler/alarm monitoring systems are in full operational mode.
- Sprinkler heads are to remain operable and monitored during construction (except during actual fire sprinkler modification work). Extreme caution must be taken at all times to ensure that the system is not damaged and is left properly operating.

Tools, Equipment, Utilities and Materials:

- Contractor is responsible for supplying and securing all of their own tools and equipment. The center will not loan out any tools or equipment and will not secure any of the contractor's tools or equipment.
- Contractor is responsible for all temporary/construction utilities. Power and water for construction use may only be obtained from the utilities currently dedicated to the workspace. At no time will common area or tenant (other than the subject space) utilities be utilized for tenant improvement purposes.
- Contractor is responsible for locating all tenant, shopping center and publicly owned utilities. Contractor will take all reasonable precautions to avoid damaging utility lines and equipment including but not limited to hand digging, utilizing an underground utility locating service and keeping related permits/fees current. The contractor will be responsible for all costs associated with the repair of any damage caused by their work.
- Contractor is responsible for the supply and proper use of all necessary and property manager requested safety devices and barricading.
- Structural limits must be adhered to whenever moving or using equipment on any of the center's surfaces or buildings.

Trash:

- Contractors will not allow trash or debris to accumulate in or around their job site. All trash and materials will be disposed of promptly; no less than daily.
- Contractors and tenants are not permitted to use shopping center (tenant or common area) trash receptacles, trash bins or compactors during the construction or stocking phase. The contractor will arrange for trash service through the center management.
- The contractor will be billed at a rate of \$50 per hour for any janitorial or cleaning work that the property manager must perform as a result of the contractor's work.

Insurance:

- Contractor, and any of its subcontractors engaged to perform any work at the Property, maintain at the contractor's and/or the subcontractor's expense the following insurance coverages, unless otherwise agreed to by Owner in writing:
 - (1) Workers' Compensation, so as to provide statutory benefits as required by the laws of the State in which the Property is located, and Employer's Liability with limits of not less than \$1,000,000 each accident, \$1,000,000

disease each employee and \$1,000,000 disease policy limit. Such insurance shall include a waiver of subrogation against the Owner and Manager. Such contractor's policy will provide coverage for all employees of contractor and such subcontractor's policy will provide coverage for all employees of subcontractors in, on or about the Property.

- (2) Commercial General Liability insurance (naming Owner and Manager as additional insureds) with limits of liability of not less than \$2,000,000 each occurrence and \$2,000,000 aggregate (combined primary, excess or umbrella) written on an occurrence policy including coverages generally designated as Premises/Operations, Products/Completed Operations, Blanket Contractual Liability, and Personal Injury & Advertising Liability, Fire Damage and Premises Medical. Such insurance shall be primary and non-contributory with any other insurance coverage carried by Owner or Manager.
 - (3) Business Automobile Liability insurance if a motor vehicle is supplied by the contractor to perform work on the Property. Such insurance shall provide limits of liability of not less than \$1,000,000 combined single limit. Owner shall be included as an additional insured on this Business Automobile Liability insurance policy.
 - (4) Professional Liability insurance with a limit of liability of not less than \$2,000,000 each claim and \$2,000,000 aggregate (provided that this is only applicable for contractors providing professional advice or consulting services).
 - (5) Umbrella/Excess insurance coverage to provide follow-on coverage in excess of the contractor's commercial general liability, employer's liability and business automobile liability insurance coverage described in clauses (1), (2) and (3) of this Section in an amount equal to \$1,000,000 per occurrence and in the aggregate.
- The aforementioned insurance coverages shall be written with insurers having an A.M. Best rating of A-; VIII or better. Any coverage limit required herein shall not be construed as a limitation or satisfaction of any hold harmless or indemnification agreement contained herein.
 - Such liability insurance shall specifically cover the contractual obligation of Contractor under the indemnity provisions contained in this Agreement, and shall also cover not only the services contemplated to be rendered hereunder, but shall also cover contractor's operation, management and conduct of all its business activities and any attendant facilities and services.

- Contractor agrees that if it does not procure all such insurance and keep same in full force and effect, Owner as its option and subject to its right of reimbursement from Contractor may obtain such insurance and pay the premium therefore, the adequacy of the coverage afforded by said liability insurance shall be subject to review, by owner from time to time and if it appears as a consequence of such a review that a prudent businessman in the area operating businesses similar to those operated by Contractor, should increase the limits of his liability insurance, Contractor shall, to that extent, forthwith increase such limits. Contractor is responsible for any damage to its equipment whether owned, non-owned or leased. Contractor is also responsible for the payment of any and all deductibles under its insurance policies.

Indemnification:

- Contractor agrees to fully protect, indemnify, and save harmless and defend Owner, its Directors, Officers, employees, agents, affiliates and subsidiaries from and against including but not limited to any and all loss, costs, injury, liability, claims, liens, demands, taxes, penalties, interest, actions or causes of action, suite, damages or expense, cost of investigation and defense, including counsel or attorney's fees, whether under retainer or otherwise, of every nature whatsoever, or in any manner arising, whether incident to or in connection with the performance of work contemplated under this agreement which might result from: any negligent act of omission or willful misconduct of Contractor or its sub-contractors or their Officers, agents, or employees; or their performance or nonperformance of any activity or service and whether or not such claims, demands, actions, causes or action, suits liabilities, loss costs, damages or expenses are claimed to be caused by or the result of the negligence of Owner, or anyone or all of the above indicated parties or their agents, employees or servants or any other person or entity.

Insurance Certificate Requirements:

SAN DIEGO RETAIL 1, LLC, a Delaware limited liability company

Additional Insured: San Diego Retail 1, LLC, a Delaware limited liability company
Zurich American Insurance Company
Vestar Properties, Inc., an Arizona Corporation

Certificate Holder: San Diego Retail 1, LLC
c/o Vestar Property Management
PO Box 6320
San Diego, CA 92166

List of Required Subcontractors:

Fire Protection / Alarm	Low Voltage	(760) 598-4110
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Refuse	Republic Services	(619) 421-9400
Roofing	RSI Roofing	(858) 278-7200

Management Contacts:

Landlord: Property Management	Vestar: Senior Property Manager	Dana Duncan (619) 223-9400 ext 1112 Email: dduncan@vestar.com
Landlord: Property Management	Vestar: Tenant Coordination Manager	David Berry (562) 420-5111 Email: dberry@vestar.com
Maintenance: Property Management	Vestar: Senior Property Manager	Dana Duncan (619) 223-9400 ext. 1112 Email: dduncan@vestar.com
Security: (on-site)	Guard Management	(858) 688-2105 (site phone)

Utility Contacts:

Electrical & Gas	SDG&E	(800) 336-7343
Telephone	AT&T	(800) 750-2355
Water / Sewer	Otay Water District	(619) 476-5380

I have read and understand all the rules and regulations set forth in this document and will comply with them.

Contractor: _____ Date: _____

PRE-CONSTRUCTION MEETING CHECKLIST

Rec'd	Item	Comments
	Copy of City and/or County issued building permit(s)	
	One (1) set of City approved plans	
	Copy of Tenant Contractor's valid State of CA Contractor's License	
	Copy of Tenant Contractor's Certificate of Insurance	
	Copy of Tenant Contractor's Emergency Contact Information	
	Copy of Tenant Contractor's sub-contractor's list	
	Copy of Tenant's construction schedule	
	Receipt of Tenant Contractor's Construction Deposit in the amount of: \$2,500.00	
	Pre-Construction Meeting	
	Other	

TENANT'S CONTRACTOR IS HEREBY:

	APPROVED : Proceed to Construction.
	APPROVED : Demolition Only.
	APPROVED AS NOTED : Proceed to Construction with conditions.
	DENIED : Do NOT Proceed to Construction.
	Follow-up Pre-Construction Meeting is Required.
	Follow-up Pre-Construction Meeting is NOT Required.

Signature of Authorized Vestar Representative

Date

General Contractor And Sub-Contractor List

Project: _____

COMPANY	REPRESENTATIVE	TRADE	PHONE NUMBER

*Please include Contractor’s emergency contact information.