

# METREON

## Construction Rules and Regulations

### 1.0 Store Construction

#### INTRODUCTION

Contractors and subcontractors shall not discriminate against any person or group of persons on account of race, sex, marital status, age, handicaps, color, creed, religion, national origin or ancestry. All contractors shall have good labor relations, be capable of performing quality workmanship and work in harmony with Landlord's contractors and other contractors on the job, and any other labor entity at or servicing the center. Tenant's contractor shall cooperate with the Tenant Coordinator and any other contractor by coordinating its work in order not to interfere with the operations of existing stores, or impede or endanger the safety of the public.

The Tenant's Contractor shall require each of its subcontractors, to the extent of the work to be performed by the subcontractors, to be bound to the terms and conditions of the agreement between the Landlord and Tenant, and to the Tenant Criteria Manual.

#### PREREQUISITES TO TENANT CONSTRUCTION

Before Tenant's Contractor will be permitted to start construction, the contractor must comply with certain prerequisites. Tenants and Tenant's Contractors must understand the complexity of the logistics of building in such a constrained site.

A pre-construction meeting must be held with the Tenant Coordinator or Mall Operations to determine suitable access routes to the site and the premises, designated loading, unloading and storage areas for materials, use of vertical transportation, working hours, tap-ins to utility lines, safety precautions and procedures, rubbish removal and location of Tenant's trash receptacles, scheduling of Tenant's construction, temporary utilities and many other requirements of Mall Operations.

The Contractor must obtain from, and review with Mall Operations, the Tenant Contractors' Construction Guidelines and Project Safety and Health Procedures Manual containing the Project's rules and regulations with which the Tenant's contractor must comply.

Final working drawings and specifications must have been approved for construction by the Landlord's Tenant Coordinator. The Tenant's Contractor must verify with Tenant Coordinator that the contract documents incorporate all of the Tenant Coordinator's comments.

Building permit(s) must be obtained and a copy of same submitted to Tenant Coordinator / Mall Operations. The original(s) must be posted at the job site.

Certificates of current, in-force insurance for the minimum requirements as specified by the Landlord must be filed with Mall Operations.

Tenant's Contractor must pay all required fees, including, but not limited to, construction deposit, trash removal fee, vertical transportation fee, and temporary utility fees, to General Manager. Construction deposit in the amount of \$5,000.00 to be made payable to "Star-West Metreon, LLC" and be delivered to the General Manager at pre-construction meeting. Construction deposit shall not be released until issuance of the Tenant's Certificate of Occupancy and completion of the Landlord's punch list, and final lien release have been secured.

The contractor must submit to Tenant Coordinator / Mall Operations a subcontractor list of all the subs that will be working on the project. Mall Operations shall verify that the Notice of Non-Responsibility has been posted and has been filed with the County Records.

The Tenant's Contractor must verify on-site dimensions and existing conditions of the demised premises. The Tenant's Contractor shall promptly submit to the Tenant Coordinator / Mall Operations a construction schedule showing the work schedule and anticipated completion of the store.

## PERMITS

The Tenant, or the Tenant's Contractor, must submit the required number of sets of final working drawings and specifications, apply for a building permit and pay all associated fees. All permits and one set of approved drawings must be kept at the construction site during construction. Consult the building department for the required number of signed and stamped drawings to be submitted. Building Department and Fire Department fees are collected at the time of submittal and upon issuance of the permit. These fees are based on the cost of Tenant's construction.

The Building Official will coordinate the review of the Tenant's prints and specifications. The Building Official will forward the prints and specifications to the Fire Marshal's office for their review and approval, before a permit can be issued. Tenant's licensed sign contractor shall also submit sign shop drawings to the Building Department in order to obtain a sign permit.

## INSURANCE

The Tenant's General Contractor shall carry and maintain at its sole cost and expense construction insurance in accordance with the following minimum requirements for comprehensive general liability: \$3,000,000 per person per occurrence, \$3,000,000 per occurrence for bodily injury, and \$2,000,000 for property damage per occurrence. This insurance must be endorsed to show products and completed operations coverage including Waiver of X, C, and U exclusions, broad form property damage. Tenant's General Contractor shall also carry automobile liability insurance covering bodily injury and property damage in the amount of \$1,000,000 combined single limit. Worker's compensation with statutory requirements, including employer's liability of \$1,000,000 must also be carried.

All insurance policies shall name the Landlord and its subsidiaries as additional insured, as their interest may appear. Landlord will provide names in the reconstruction meeting.

Certificates of insurance shall provide that no change or cancellation of such insurance will be undertaken without thirty-days written notice to Landlord. Certificates of current in- force insurance must be filed with the Tenant Coordinator before the commencement of construction. Renewal certificates must be submitted ten days prior to the expiration of existing coverage. Insurance must remain in force for one year after completion of the work.

## BOND

Any contractor engaged by Tenant having a contract of fifty thousand dollars or more shall furnish a performance bond naming both the Tenant and the Landlord as additional obliges, as their interest may appear. Evidence of the bond must be filed with Mall Operations before construction may begin.

## CONTRACTORS / VENDORS ACCESS

Access to the demised premises will be restricted to only those employees working on the project. No children are allowed on the project site during the construction period. At no time are pets allowed on the project site. Access to the Project and Tenant spaces during off-hours must be coordinated through the Landlord's on site representative and Mall Security; any additional costs associated with off-hours work shall be borne by the Tenant.

Parking is only permitted in designated areas of the project if available. A map denoting approved parking areas shall be distributed by the Landlord's on site representative at the Pre-construction meeting. Parking is not allowed along the curb at the building or in the truck dock. All Contractor/ Vendors/ Tenants shall comply with the traffic control and parking requirements of the Project. The Landlord reserves its right to tow any vehicle parked in violation of posted parking procedures at the Tenant's and/or General Contractor's sole cost and expense.

The insurance requirements for the project are detailed in this Tenant handbook. All persons entering the site must sign a release form which indemnifies Starwood Retail Partners, the Landlord and their General Contractor from any responsibility for accidents or injuries that may occur while the person is on site.

Proper jobsite attire is required to be worn at all times while on site (i.e. hard hats, OSHA approved footwear, long pants, etc.). Starwood Retail Partners, the Landlord, and their General Contractor have prepared and issued a Project Site Safety and Health Procedures Manual, which will be distributed at the pre- construction meeting. This manual further details the safety requirements for this project. All Contractors/ Vendors/ Tenants must sign an acceptance form acknowledging receipt of this safety manual prior to issuance of security badges.

## DELIVERIES

All deliveries must be scheduled with the Mall Operations manager or his designated representative. Material deliveries not arriving on the predetermined schedule will be sent back due to limited unloading areas and vertical transportation. Tenant's Access and deliveries of material and equipment shall be restricted to service corridors and rear service doors. Deliveries will not be allowed through the Existing Mall Entrances. Delivery of materials and equipment to spaces that do not have rear service doors may be restricted to off-hours.

The delivery of casework or equipment too large for access through the rear service door must be coordinated with Mall Operations or their designated representative. Tenant shall be responsible for protecting the building floor with 1/2 inch plywood when making such deliveries. No steel-wheel carts or equipment will be permitted on the Project flooring.

All materials, equipment, tools, etc. for use in Tenant Construction must be stored within the Tenant space.

Tenant's Superintendent shall also schedule the use of vertical transportation within the Project. In addition to the above, all delivery personnel entering the site must sign a release form which indemnifies Starwood Retail

Partners, the Landlord and his General Contractor from any responsibility for accidents or injuries that may occur while the person is on site.

All deliveries will be through the loading docks or designated area as explained in the pre- construction meeting. **All Contractors/ Vendors/ Tenants will be required to schedule daytime deliveries at least 72 hours in advance, subject to availability, with the Landlord or during normal business hours. Arrangements for nighttime deliveries must be scheduled at least 72 hours in advance with Landlord's Dock Master.** Due to the limited number of loading dock spaces, unattended vehicles will not be tolerated and will remove at owner's expense. Also, as there is limited dock space, all deliveries must be scheduled so that materials can be delivered to the point of installation. No materials or equipment will be allowed to be stored outside the Tenant space. All deliveries shall be made through the loading dock and through designated service corridors and elevators. A representative of the Contractor/ Vendor/ Tenant must be available to receive deliveries since no deliveries will be allowed to remain in the loading dock area. Delivery of dry wall and metal studs and other large, bulk items shall be during off-hours.

Contractors/Vendors/Tenants shall examine the site and the areas of access and delivery. Any additional provisions required for access or deliveries shall be the responsibility of the Tenant Contractor/ Vendor/ Tenant. No additional provisions will be allowed without prior written consent of the Landlord.

## SECURITY / SAFETY

Neither Starwood Retail Partners, the Landlord nor their General Contractor shall be responsible for security in the Tenant spaces and will not be responsible for loss or damage to any materials, tools or equipment. Any security required above and beyond that provided by the Landlord shall be at the sole cost of the Tenant's Contractor/Vendor/Tenant. Additional Tenant security arrangements must be coordinated with Mall Operations.

It is the safety policy of the Landlord, to provide a safe and healthful place of employment for all employees, and to abide by all applicable regulations as they apply to this project. Therefore, without exception, Landlord has adopted as the Project's safety program, all the State of California safety rules and the entire Occupational Safety and Health, Safety Standards Part 1926, and any amendments thereto as the safety rules that must be followed by all persons and/or companies employed on the project. Proper work clothing, and shoes must be worn on site.

No gasoline powered equipment such as welders, compressors, concrete saws, power buggies, etc. will be allowed to be used in the Atrium or Tenant spaces.

No flammable materials are to be stored inside the building except those materials which will be consumed during that work day.

The playing of radios, CD and tape players, etc., will not be allowed.

The Tenant Contractor shall maintain a fully charged fire extinguisher within the Tenant space throughout construction.

The Landlord has initiated a “no smoking” policy with the building at all times.

## CONSTRUCTION SCHEDULE

The Tenant’s Contractor shall promptly submit to the Tenant Coordinator / Mall Operations a construction schedule showing the work schedule, trades and anticipated completion of the store.

When necessary, it will be the Tenant’s Contractor’s responsibility to make arrangements for access into adjacent occupied Tenant spaces and to protect that Tenant’s finishes and merchandise as required. The Tenant’s Contractor shall be responsible for any damage or loss as a result of their operations. Any work on the mall’s common side of the Storefront, once the barricade has been removed, must be scheduled with Mall Operations and may only be allowed during off-hours. During such work, the mall’s flooring and finishes must be protected with 1/2” plywood and the area cleaned after each work period.

## TEMPORARY TENANT ENCLOSURE

The Landlord shall determine which Tenants shall be required to have a temporary Tenant enclosure. If the Tenant’s Contractor does not comply with this requirement, the Landlord shall construct a temporary Tenant enclosure for the Tenant, at Tenant’s expense. Landlord may require Tenant to use Landlord preferred barricade contractor Boston Barricade.

The enclosure shall be 12’-0” high and constructed of metal studs with 1/2” drywall taped and sanded (level 3 finish), with one coat of flat latex paint to match the mall standard and shall be located no more than three feet in front of the lease line. The entire enclosure must be installed on carpet strips so as not to damage the mall flooring. The enclosure must form a solid smoke barrier and an air seal from the mall. An access door will be permitted in the temporary Tenant enclosure only if there is no service/exit door.

Modifications to the temporary Tenant enclosure during construction will be the Tenant’s Contractor’s responsibility, with Landlord approval. All barricades must have full size Tenant graphics installed on them by the Tenant. Tenant must get Landlord approval of all graphics prior to installation.

## LANDLORD’S PRIOR RIGHTS

The Tenant’s Contractor shall not be permitted to modify, attach to or hang any loads from the Landlord’s ductwork, water lines, sprinkler lines, conduit or bridging.

Access to building roof is restricted to Landlord's personnel and Landlord's Designated Contractors. No Tenant Contractor or Subcontractor will be permitted on the roof. The penetration of the roof deck and the installation of all flashing and curbing for Tenant related equipment shall be by Landlord's designated roofing contractor at Tenant's expense.

Tenant shall use Landlord's Authorized Contractor for fire alarm to the mall's main system.

## CHANGES IN DESIGN OR MATERIAL

Tenant's Contractor shall not deviate from approved drawings and specifications without obtaining prior written permission from Tenant, Landlord's Tenant Coordinator, and the Building Department and/or other governmental agency.

## ADJACENT FINISHES

The Landlord will furnish the standard mall flooring material at Tenant's expense to the Tenant's Contractor. The Tenant's Contractor shall be responsible for the installation of the finish flooring up to the Tenant's Storefront and closure line. Tenant Contractor shall purchase mall finish flooring for this purpose from the Landlord.

All mall finishes and adjacent Tenant spaces must be protected from damage and dirt.

It is the Tenant's responsibility to repair all existing Landlord or adjacent Tenant construction finishes which may have become damaged as a result of Tenant's construction.

## CLEAN-UP

All Contractors/Vendors/Tenants are responsible for clean-up and trash removal from their work areas on a daily basis. Storage of debris in Tenant spaces or mall areas will not be allowed. Non-compliance will result in clean-up by others with all associated costs charged to the non-complaint party.

Contractors/Vendors/Tenants must provide their own dumpster on site.

Upon completion of the Tenant's construction and, with the approval of Tenant Coordinator / Mall Operations, the Tenant shall promptly dismantle, remove and dispose of the temporary Tenant enclosure and any excess

materials from the premises. Should the Tenant fail to comply with the above, the Landlord may proceed, upon 24- hour notice, with the necessary clean-up, demolition and removal at Tenant's expense. The mall, public corridors, service corridors, and adjacent Tenant spaces must be kept clear of Tenant's equipment, merchandise, fixtures, refuse and trash at all times.

## INSPECTION AND ACCEPTANCE

It is the Tenant's Contractor's responsibility to schedule inspections by the appropriate Department of Building Inspection, Fire Department and other inspectors as necessary, and to comply with their requirements, and all codes and regulations. A copy of all inspection reports must be submitted to the Tenant Coordinator. Inspections should be scheduled so that there is adequate time to make any changes required by the inspectors prior to the store opening.

No Tenant will be allowed to open for business without first obtaining approval from the Building Department, Plumbing, Electrical, Fire Department, and Tenant Coordinator.

From time to time, and upon completion, Landlord's Tenant Coordinator / Mall Operations will inspect Tenant's construction for compliance with approved drawings and specifications.

Deviations or unsatisfactory workmanship must be immediately corrected, regardless of their acceptance by public authority or the Tenant.

Tenant Contractor shall notify the Tenant Coordinator / Mall Operations upon completion of the space. The Tenant Coordinator / Mall Operations will inspect the construction and issue a punch list if remedial action is required. Remedial work must be completed by the date provided or the work will be completed by the Landlord at the Tenant's expense.

## VIOLATIONS

In the event the Tenant is notified of any violation of codes, ordinances, or regulations, or of its obligations hereunder, either by the jurisdictional authorities or by Landlord, Tenant shall correct such violations and pay corresponding fines within three calendar days, or Landlord will correct, at Tenant's expense, such violations at Landlord's actual cost plus fifteen percent cost for administration. Failure to comply with Landlord rules and regulations will be grounds for additional fines.

## CERTIFICATE OF OCCUPANCY

Tenant shall obtain a Certificate of Occupancy from the Building Department and submit a copy of this certificate to Landlord's Tenant Coordinator / Mall Operations before opening the premises to the public. The original must be posted within the Tenant space.



## WAIVERS OF LIEN

In making progress and final payments to contractors, Tenant should obtain valid Final Waivers of Lien, indicating payment in full for labor, materials, and subcontractors. Landlord may request to see evidence of such Waivers before permitting Tenant to open the premises for business. All payment and liens must be resolved prior to release of full Tenant Allowance. The construction of the Tenant's premises is to be performed in accordance with the Tenant's approved plans and specifications. Tenants needing assistance in locating experienced local general contractors should contact the Tenant Coordinator for assistance. All general contractors as well as all subcontractors, including, but not limited to heating and air conditioning, plumbing, gas piping, electrical and sign contractors must be licensed by the State of California, and possess a local business license. The Tenant must forward a copy of this Handbook to their general contractor.

The General Contractor selected by the Tenant must employ a competent, full-time superintendent on site at all times during construction and must observe suitable safety practices.

## 2.0 GENERAL INFORMATION

### LANDLORD'S COORDINATING STAFF

#### DEVELOPER

Starwood Retail Partners  
 1 East Upper Wacker Drive, Suite 3600  
 Chicago, IL 60601  
 T 312.242.3200

#### LEASING

Starwood Retail Partners  
 1 East Upper Wacker Drive, Suite 3600  
 Chicago, IL 60601  
 T 312.242.3200

#### TENANT COORDINATION

George Sladek, Senior Tenant Coordinator  
 Tenant Coordination  
 Starwood Retail Partners  
 1 E. Wacker Drive, #3600  
 Chicago, IL 60601  
 T 773.541.2885  
 C 317.318.5027

## MANAGEMENT OFFICE

Metreon General Manager  
135 Fourth Street, 4<sup>th</sup> Floor  
San Francisco, CA 94103  
T 415.369.6070

## BASE BUILDING INFORMATION

Construction Type: Type 1B – Fire Resistive

Occupancy Group: Mixed Use

Fire Protection:

- A. Automatic sprinkler system throughout
- B. Smoke control system in atrium
- C. Smoke detectors connected to automatic fire alarm
- D. Automatic fire alarm system throughout
- E. Emergency voice alarm signaling system
- F. Fire Dept. communication system

## UTILITY COMPANY DIRECTORY

Electric Company: Pacific Gas & Electric  
800.743.5000

Telephone Company: Pacific Bell  
800.750.2355

Natural Gas Company: Pacific Gas & Electric  
800.743.5000

## GOVERNMENT AGENCIES

Building Department: City of San Francisco  
Dept. of Bldg. Inspection  
1660 Mission Street  
San Francisco, CA 94103  
T: 415.558.6088  
F: 415.558.3328  
  
2nd Floor - Central Permit Bureau, Plan Review Services  
5th Floor - Over-the-counter, Permit and Plan Review

Health Department: City of San Francisco  
Environmental Health Management Dept.  
1390 Market Street  
San Francisco, CA 94102  
T: 415.558.6505

Fire Department: Bureau of Fire Prevention  
San Francisco Fire Department  
1660 Mission Street  
San Francisco, CA 94103  
T: 415.558.6505

NOTE: Fire Marshall review is a separate process and must be completed to start construction.

