

CRABTREE VALLEY MALL

2015

Contractor Manual

Crabtree Valley Management reserves the Right of Approval of all Contractors and Subcontractors.

Crabtree Valley Mall
4325 Glenwood Avenue
Raleigh, NC 27612
919-787-2506
Fax 919-787-7108

Revised 3/20/2105

Contractor Contact Information

Note

This Form must be completed and returned to the CVM Construction Coordinator before the commencement of construction.

General Contractor _____
Address _____
Phone _____ Fax Num. _____
Tenant Name _____ Suite Number _____
Project Manager _____

Emergency Contact on Site: _____
Superintendent Name _____
Phone: _____
Email: _____
Permit Number _____

Crabtree Valley Mall Pre-Construction Meeting

The Pre-Construction Meeting is the initial step to familiarize the Tenant Contractor with the physical layout of the space and with Crabtree Valley Mall regulations. The intent of this review is to ensure the Contractor has verified all existing conditions in the space and has exchanged all required information with the mall construction department as follows:

- (1) Tenant's General Contractor provides subcontractor list including all subcontractors expected to perform work in the premises along with a construction schedule.
- (2) Tenant's General Contractor acknowledges Landlord requirements for the demolition process, including dumpster placement, protection of mall finishes, path of travel and hours of operation.
- (3) Tenant's General Contractor provides Landlord with the required Certificate of Insurance and construction deposit and construction schedule.
- (4) Landlord will make sure that the Tenant's General Contractor is in possession of a copy of the mall's Contractor Manual.
- (5) Tenant's General Contractor will sign a copy of the violations and fine amounts chart.

Crabtree Valley Mall Rules and Regulations

This section is to advise the contractor, that upon acceptance of a project on the property at Crabtree Valley Mall, all employees of the contractor and all subcontractors must abide by the rules and regulations for construction in the center. Any violation of these policies will result in a minimal fine to be deducted from the contractor's construction deposit. Severe violations will result in the shutdown of the project and the violator trespassed from the property until violations are corrected. The violations will be documented with written correspondence sent to the General Contractor and Landlord's Construction Department.

You and your subcontractors are responsible for the security of all tools and materials. Please be advised that Crabtree Valley Mall will not be responsible for any tools, equipment, or materials that are reported missing from your construction site.

The following items must be completed and documents submitted to the Tenant Coordinator prior to the start of any construction:

Building Permit for all trades, including Demolition (if necessary) must be issued, and displayed at all times at the construction site, and a copy delivered to the Construction Coordinator.

All plans must be CVM and City of Raleigh stamped and approved.

Barricade must be installed, with cove base, painted and have graphics applied as agreed and approved by Mall Management.

A complete list of all subcontractors and a construction schedule/timeline.

An Insurance Certificate must be provided before any work begins and must be filled out in accordance with the sample COI provided.

Construction Deposit Requirements

Prior to commencement of construction, a \$5,000 Construction Deposit must to be delivered to the CVM Construction Coordinator by Tenant's General Contractor. Checks will be made payable to CVM Associates. **\$2000 of the deposit is non-refundable.** The remaining \$3000 will be held as security by Mall Management and will be debited for mall marble tile and violation to the construction rules as described in the Crabtree Valley Contractor Manual. If for any reason the deposit is reduced by \$1,000.00 or more during the course of construction, all work will be halted and the contractor must pay the fined amount to the Mall to maintain the \$3,000 deposit before work will be allowed to resume. The Landlord's punch list must be completed and signed and the close out package (Certificate of Occupancy, all Lien Waivers, a W9 form, HVAC Test and Balance report, and a copy of a 1 year warranty covering all Mechanical work and equipment) delivered to the Tenant Coordinator before the Contractor's deposit will be returned. Any punch list items still incomplete two weeks after the construction barricade was removed will be schedule and completed at the direction of the Landlord's Construction Manager and the cost will be deducted from the construction deposit.

Rules and Regulations

1. Insurance certificates, lists of subcontractors, with license numbers, and building permits must be copied and filed with the CVM Construction Coordinator prior to commencing construction. CVM Holdings LLC and Plaza Associates are to be named as additionally insured on all insurance policies.
2. There shall be a pre-construction conference attended by the CVM Construction Coordinator and Tenant's General Contractor. The construction deposit and all required documentation will be reviewed and submitted to the Construction Coordinator at this meeting.
3. The Tenant's General Contractor is required to use the Landlord's Sprinkler contractor, Electrician, Fire Alarm contractor and Roofing contractor. **No exceptions will be made.**
4. The Contractor is required to maintain a Representative on site whenever work is being done.
5. The job superintendent must notify the CVM Tenant Coordinator at least 24 hours prior to the start of any work to be done at night in the Tenant's space to get on the After Hours list. Mall security will not allow anyone not on the After Hours list inside the mall.
6. Any work that requires access in adjacent tenant spaces must be approved in writing. A request must be submitted in writing to the Tenant Coordinator and the affected Mall Tenants at least 72 hours prior to date access is required. Failure to provide proper notice will cause delays in granting access.
7. The Tenant shall require his general contractor to submit a complete work schedule to the Tenant Coordinator before construction begins.
8. Construction operations shall be confined to the interior of the demised space during Mall operational hours.
9. All contractors shall be licensed, have good labor relations, and be capable of performing quality workmanship and working in coordination with the Landlord's Tenant Coordinator and other contractors on the job. Any labor disputes, picketing, etc. will give Landlord cause to evict contractor until dispute is resolved.
10. The Tenant's General Contractor shall coordinate his work in order not to delay other work in progress, interfere with the existing operations of existing stores, and impede or endanger the safety of shoppers or the public. All contractors must have satisfactory labor relations to avoid labor disputes that would interfere with Mall operations and other construction.
11. The primary General Contractor shall not use another contractor or contractor's license to perform a Tenant build out on Mall property. No subcontractor shall use another subcontractor to perform a Tenant build out on Mall property.
12. Compliance with all state and Federal safety laws is mandatory. Contractor shall take every precaution to protect the public from any dangerous operations.
13. Tenant's General Contractor is responsible for any damage from deliveries. Moving of materials or other work shall not be permitted in the Mall common area between the hours of 9:00 A.M. and 9:00 P.M. Monday through Saturday and 12:00 P.M. and 7:00 P.M. Sunday. All carts used to move materials must have pneumatic wheels. The Tenant's General Contractor is

responsible for any damage to Mall or Tenant finishes due to the transit of construction materials through the mall.

14. Contractors may not store materials or equipment in truck dock areas for any reason at any time. **Any Vehicle parked in truck docks or access roads other than those loading or unloading will be towed at the owners' expense.** No tools, equipment, gang boxes, etc. will be allowed in the dock areas.
15. Existing adjacent Tenant finishes shall be protected during construction. The Tenant's General Contractor is responsible for protecting adjacent Tenant or Mall finishes and shall repair damage at the Contractor's expense.
16. All work performed by the Landlord at the Landlord's expense must be protected throughout the construction process. Damage to work already completed by the Landlord that requires repair, shall be repaired by the Tenant's General Contractor at the Tenant's expense.
17. **Contractors and their personnel shall park only in areas designated by the CVM Tenant Coordinator.** All construction vehicles shall be properly marked with company and job name on windshield.
18. **A full set of permit drawings, approved and stamped by the Landlord, and the City of Raleigh Permit Office will remain on the job at all times and in good condition.**
19. Roof access shall be restricted. Any penetrations will be done using the Landlord roofing contractor at the Tenant's expense. All roof top delivery and access shall be coordinated and scheduled with the Tenant Coordinator. No contractor or subcontractor shall be permitted on the roof without first coordinating supervision of the work by the Mall Engineering Department. Any damage to the roof will be charged back to the Tenant's General Contractor.
20. The Landlord shall have access to the construction site at all times. Any security procedures implemented by the Tenant's General Contractor during the construction process shall be cleared with the CVM Construction Manager. Keys or combinations to locks must be provided to the Landlord's Construction Manager.
21. Any changes in the plans or specifications during the construction process shall be approved by the Landlord, the Tenant, the Tenant's Architect and if deemed of appropriate scale, the Raleigh Building Department. These changes shall be recorded on the drawings required to be on-site. These changes must be included in the final as-built set at the Tenant's expense.
22. Noise must be kept to a minimum during shopping hours. **All construction activities that result in excessive noise disruptive to normal activities must be accomplished during non-shopping hours.** Violations of this policy are fineable as described in the Crabtree Valley Mall Contractor Manual.
23. Construction materials or techniques that create offensive and pervasive odors shall likewise be permitted only during non-shopping hours.
24. No gasoline powered equipment is allowed in the Mall or Tenant space.
25. All of the Tenant's General Contractor's and any subcontractor's equipment is strictly limited to structural design weight limits.
26. During all renovations, the storefronts must have a barricade built per the Mall Barricade Criteria in the Contractor Manual. There will be no doors into the common area of the Mall when there is an existing rear egress. Installation of any doors in the barricade must be approved by the CVM Construction Manager. Barricade doors shall remain closed at all times

during construction. These doors must open into the Tenant space, not outward into the common area. Barricades shall be installed at Tenant's expense and shall be maintained by Tenant's contractor to insure a dust-proof condition. No modification or removal of barricade shall be permitted without prior approval by the CVM Construction Manager.

27. Contractor will be required to finish all barricades as per mall specifications. A graphics package is required, and will be submitted to CVM for approval, and installed by the Tenant, at Tenant's expense. If the Tenant does not install a suitable graphics package within three days of the completion of the barricade a daily fine of \$100 will assessed until a Landlord approved graphics package has been installed.
28. All off-hours work must be coordinated with the CVM Tenant Coordinator. If circumstances require additional security supervision, Tenant's contractor is responsible for providing adequate security as determined by Tenant. The contractor is responsible for paying the salary of any employee required to remain in their store to provide access to the space after hours. The use of any third party security agency must have prior approval from Mall Security.
29. Contractor shall arrange for his own trash removal by contacting Landlord's required vendor. Contractor must coordinate with CVM Construction Manager for appropriate route of travel for trash removal and for all locations of dumpsters for construction debris. Any cleaning performed by CVM personnel will be charged to the Tenant at 2 1/2 times the prevailing rate.
30. Contractors caught storing material in exit corridors are subject to fines at the discretion of the Landlord and will be responsible for any fines levied by the Raleigh Fire Marshal due to the improper placement of the materials.
31. All plumbing shall be core drilled and installed with a sleeve and waterproof seal to meet Landlord's approval. No PVC pipe is to be used in the ceiling, only cast iron.
32. Landlord's Sprinkler contractor shall perform all fire protection work.
33. All second level restroom floors must have Landlord approved waterproof membrane installed under ceramic tile with epoxy grout. Waterproof membrane must wrap up the wall six inches (6") A.F.F. Food Court Tenants are required to cover their entire floor to meet these specifications. Landlord's Construction Manager must inspect the waterproof membrane installation prior to installing tile. Restroom doorways must have a 2 inch marble threshold extending a minimum of 0.75 inches A.F.F.
34. Only ground level tenants may trench the concrete slab. **The concrete must be sawcut properly and removed from the jobsite.** Using a jackhammer to cut the trenches is **NOT** permitted. The trench must be epoxy pinned with rebar on both sides every 3 feet when concrete is poured back in.

35. Trenching the concrete slab is **NOT** allowed for upper level tenants. **Core drilling must be done for any floor penetrations.**

36. The Landlord's punch list must be completed and signed and the close out package (Certificate of Occupancy, all Lien Waivers, a W9 form, HVAC Test and Balance report, and a copy of a 1 year warranty covering all Mechanical work and equipment) delivered to the Tenant Coordinator before the Contractor's deposit will be returned. Landlord's punchlist items must be completed within 2 weeks of the removal of the barricade. The Landlord reserves the right to do punch list items and deduct the cost or the work +25% from the construction deposit.

How to Build a Barricade at Crabtree Valley Mall

1. **The barricade must be completed prior to the start of any work.**
2. The Barricade shall be constructed of drywall and metal studs 14 feet in height and framed not less than 24 inches on center
3. The Barricade may extend no more than 3' from the lease-line (verify lease-line with the Mall)
4. Install a 3mil plastic and metal stud "Dust Lid" at an angle from the top of the Barricade to the Mall Bulkhead. The Mall Bulkhead **must be repaired** when the Barricade is removed.
5. Lay bottom of wall track on strips of drywall fastened to floor with duct tape **ONLY**.
6. **DO NOT** screw, nail, etc. the bottom track to the Mall marble floor or in any way damage the Marble Tile, **damaged tile will be charged to contractor at \$50.00 per tile.**
7. The seams shall be taped and finished suitable for painting
8. Install 1x4 pine along the top edge and 4" black vinyl base along the bottom
9. Install Masonite on the floor between the barricade and the lease-line to protect the Mall marble tile, **damaged tile will be charged to contractor at \$50.00 per tile.**
10. Paint the Barricade China White (see paint specs) any other color must receive prior approval by Landlord.
11. A door is not permitted in a space that has an existing egress. Installation of any doors in the barricade must be approved by the CVM Construction Manager.
12. If there is a door in the barricade there **MUST** be a dust catcher put down inside the barricade door to prevent as much dust/debris as possible from being tracked out into the mall. Barricade doors shall remain closed at all times during construction. These doors must open into the Tenant space, **NOT** outward into the common area.

Barricade Graphics

1. Tenant must obtain Landlord approval of barricade graphics package prior to installation.
2. Tenant graphics **MUST** be installed within 3 days of the start of construction.
3. Option 1 – Full barricade wrap of Tenant graphics to cover 100% of the barricade surface.
4. Option 2 – A minimum of 75% of the barricade covered with Tenant graphics. Non-covered sections of the barricade to be painted to coordinate/compliment Tenant graphics.
5. Barricades that exceed 90 linear feet with receive special consideration to determine what percentage must be covered with Tenant graphics.

Contractor Violations and Fine Amounts

<u>VIOLATION</u>	<u>FINE AMOUNT</u>
Excessive noise during Mall hours	\$50.00 per incident
Failure to protect Marble floor at barricade (In addition to repairing damage)	\$50.00 per incident
Barricade damage not repaired in 2 days	\$100.00 per day
Deliveries during Mall hours	\$100.00 per incident
Construction materials/debris stored or left in fire exit corridors.	\$300.00 per incident
Barricade not properly sealed to prevent dust/debris out of mall (In addition to the cost of the clean up)	\$100.00 per incident
Dust or debris in Mall common areas/hallways	\$100.00 per incident
Use of non-pneumatic wheeled cart on the Mall's marble floor (In addition to repairing the damage)	\$300.00 per incident
Emergency sprinkler shut down due to damage	\$500.00 per incident
Not having or improperly installing required waterproofing of restroom floors (In addition to redoing the floor properly)	\$500.00 per incident
Smoking is NOT permitted on the jobsite or anywhere else inside the Mall.	\$100.00 per incident
Construction debris on the ground not properly deposited in dumpsters.	\$200.00 per incident
Failure to comply with contractor parking rules.	\$100.00 per incident

If the total amount of fines for this project exceeds \$1000.00 the job will be suspended until the \$5000.00 construction deposit is replenished and a meeting is held between your representative and Mall management.

I have read this manual and understand all rules and regulations, and that any finable violations will be deducted from the security deposit when the job is completed. I understand that the Landlord marble will be deducted from the Security deposit unless other arrangements are made.

Signature

Date

Printed Name

Title

Crabtree Valley Mall

Common Area Paint Colors & Formulas

Note: Paint is on file and available at Sherwin Williams (919)-787-0210

Primary Mall Color:

China White: 1 Gallon Formula (Pro-Mar 200 flat latex white, B1-1, Y3-3+11, N1+9+1)

Accent & Trim Color (Soffit):

Honeymoon: 1 Gallon Formula (Pro-Mar 200 Y3-6-Y1-1+O1)

Ceiling Color:

Pure White some areas:

1 Gallon Formula (Pro-Mar 200 B30W201-Umber 1/64, Blk-1/128, Gold 1-128, Wht16/32)

Round Column Color

China White Satin Finish/Eggshell:

1 Gallon Formula (Pro-Mar 200 B31W201-L56 Pure White, Blk-1/64, Gold 3/32)

Column Base: Gold Super Tone

Exterior Railing: Bronze/Oil Based/Industrial Enamel

Exterior Fire Doors: Fresco Cream/Oil Based/ Industrial Enamel

Corridors: 5 gal. Bucket white low end

POST THIS NOTICE ON THE JOBSITE

IMPORTANT NOTICE

To All Contractors and Sub Contractors

Crabtree Valley Mall is aggressively enforcing a Parking Policy to make parking near the Mall available for our **CUSTOMERS**.

All Contractors and Sub Contractors are required to park their Vehicles in designated areas ONLY!

These areas are along the Creek side of the South Parking Decks (Gold and Red) or along the Glenwood side of the North Parking Deck (Blue).

Vehicles taller than 7' high cannot fit under the deck, park along the creek on the south side or at the far end of an Anchor Store parking lot.

Please drop off your tools and materials at the Job Site between 9:30pm and 9:30am and relocate your vehicle to the designated parking area.

Any Contractor or Sub Contractor vehicle improperly parked after 9:30 am is subject to having their Vehicle towed and/or assessed a cash fine.

Thank You in advance for your cooperation in our endeavor to make Crabtree Valley Mall a better place for our Customers.

Mall after Hours Access Policy

For all trades doing work for Tenant fit-ups, remodeling, and new construction and/or maintenance at the Mall requiring after hours access must contact the Tenant Coordinator or Construction Manager as soon as it is known that after hours access will be required. Call the Mall office during business hours (Monday thru Friday, except holidays 9 AM till 5:30 PM) at (919) 787-2506 *no later than 5 PM on the day access is needed*. The information you will need to provide is the company name, contact person, phone number, jobsite, and scope of work, number of workers, date and time. You will receive confirmation by phone or in person by 5 PM that you have access, *if you do not receive confirmation you do NOT have access and will not be admitted.*

- The Tenant's or Tenant Contractor's name and on-site emergency phone number must be logged in at the security office for the night(s) that access is required.
- Upon arrival the tenant or contractor must check-in at the Crabtree Valley Mall Security Office (call 919-787-2506 ext. 6 for directions to the security office).
- Tenants or Contractors showing up without proper authorization will be turned away regardless of who they are working for.

Emergency Policy

- In the event of an emergency situation the security office **MUST** be notified as soon as possible so that they can determine the need for after hour's access.
- In the event of an emergency that involves public safety or property damage the security office **MUST** be notified as soon as possible so that access can be allowed and the proper Mall manager will be notified per our after hours-contact policy.

Mall Roof Access Policy

Crabtree Valley Mall has implemented a Roof Access policy in order to control the safety of Mall personnel and property.

Access to the Mall Roofs (including any out-parcels) will be handled in the following manner:

- Authorization must be gained from the CVM Tenant Coordinator or Construction Manager at least twenty-four (24) hours in advance.
- The Tenant or Tenant Contractor's name and on-site emergency phone number must be logged in at the security office for the day that access is required.
- Upon arrival Tenant or Tenant's Contractor must check in at the Crabtree Valley Mall Security Office (call 919-787-2506 ext. 6 for directions to the security office).
- Regardless of whom they are working for Tenants or Tenant Contractors showing up without proper authorization will **NOT** be given roof access.

Emergency Policy

- In the event of an emergency situation the CVM security office **MUST** be notified **IMMEDIATELY** so that the CVM Construction Manager can determine the need for roof access.
- In the event of an emergency that involves public safety or property damage the CVM security office **MUST** be notified **IMMEDIATELY**. The necessary roof access will be allowed and the CVM Construction Manager must be notified.
- The CVM Construction Manager is available to arrange roof access Monday thru Friday from 8AM to 5PM. Please call the CVM office at 919-787-2506. Roof access is not considered granted until you receive a verbal or email confirmation from the CVM Construction Manager.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER Your Insurer	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Your Company Name Address	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$	
	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CVM Holdings LLC and Plaza Associates Inc. named as additional insured with respect to automobile & general liability coverage

CERTIFICATE HOLDER CVM Holdings LLC & Plaza Associates Inc. 4325 Glenwood Ave. Raleigh, NC 27612	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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