

CITY OF PHOENIX

Aviation Department

Food & Beverage Tenant Design Criteria Exhibit 11

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## **FOREWORD**

The Tenant Design Criteria (TDC) contains design standards to assist prospective tenants with the development of proposals, and the construction process, for food and beverage (F&B) concessions in Terminal 4 (T4) at Phoenix Sky Harbor International Airport (Airport).

Tenant design is a critical element in the overall success of the T4 F&B program. Each tenant is encouraged to use creativity in developing a design that accentuates each F&B concept. This design should be reflected in signage, displays, and lighting.

The emphasis on traditional artisan-produced signs and details, as well as imaginative expressions of contemporary art forms, creates the texture and special touches that set the T4 F&B program apart from others. The design reflected in each concession unit should focus on the sophistication of Arizona.

## **I. INTRODUCTION**

### **A. Project Principals**

All communications after lease award shall be addressed to:

Terrance Ward  
Aviation Superintendent  
Phoenix Sky Harbor International Airport  
2485 East Buckeye Road  
Phoenix, AZ 85034-4405  
602 273-2782

Architectural design communications after lease award shall be addressed to:

Sandra Kukla  
DWL Architects + Planners, Inc. (Shell Architect)  
2333 N. Central Avenue  
Phoenix, AZ 85004  
602-264-9731

Mechanical, plumbing, electrical and fire protection design communications after lease award shall be addressed to:

Russ Betz  
LSW Engineers, Inc. (MPE Consultant)  
2333 West Northern Avenue  
Phoenix, AZ 85021  
602-249-1320

## **B. Glossary (Definitions / Abbreviations)**

|               |   |
|---------------|---|
| ADA           | Americans with Disabilities Act   |
| B&P           | Landlord's Business and Properties Division   |
| CFM           | Cubic feet per minute   |
| COMMON AREA   | Public space designed and maintained by the Landlord  |
| CONCOURSE     | Passenger circulation zone leading from the terminal lobby to airline gates   |
| DEMISING WALL | Common wall between a concession unit and/or a common area  |
| LANDLORD      | Lessor; City of Phoenix   |
| LEASE LINE    | Line shown on the tenant lease plan defining the confines of tenant's Premises  |
| PATIO AREAS   | Areas designated on exhibit drawings for the use of seating adjacent to Common Areas  |
| PREMISES      | Areas and facilities leased to Tenant   |
| NEUTRAL PIER  | Existing architectural element separating two adjacent storefronts, or a storefront and a service corridor  |
| QUEUE         | Line of customers waiting to order or otherwise be served   |
| TENANT        | Lessee  |
| STOREFRONT    | Front face of the concession unit; architectural enclosures of any Premises Perimeter adjacent to passenger circulation areas, physically defined by existing elements provided by the Landlord that surround and frame the Premises including the upper fascia/bulkhead neutral piers, and the floor surface at the lease line. In the case of a concession unit with more than one (1) exposure to the Common Area, the storefront refers to all faces. |

## **C. Purpose of Document**

1. The following TDC have been established to encourage exciting concept designs within T4. The TDC are intended to ensure an aesthetically coordinated approach to storefront and signage design in keeping with the design objectives of the Airport, and to communicate standards for storefronts, interior finishes and signage requirements.

2. The TDC, lease and drawing documentation required by the Landlord, comprise the Tenant Improvements (TI) Package. Prior to commencing work, Tenants should become familiar with the intent and details of these documents, and the special characteristics within and surrounding T4 concession areas and how T4 architectural elements, finishes, and materials will affect individual concession unit design. Tenants must comply with the requirements and conditions in the TI Package. Should there be any discrepancies between the TDC and the lease, the lease will govern.
3. The Landlord has absolute right of approval over all aspects of TIs and the discretion to waive any of the TDC.
4. Tenants are responsible for visiting the Premises and verifying existing conditions.

#### **D. Landlord/Tenant Responsibilities**

1. The Landlord is responsible for construction of the Common Areas, including lighting, ceiling, air conditioning, heating, fire sprinkler protection; flooring and walls. All previously occupied Premises will be available in an “as is” condition.
2. Lighting of concept signage in the Common Areas is the responsibility of the Tenant. Additional information can be found in Section IV.
3. Tenants shall be responsible for demolishing the Premises to exposed stud walls and overhead structure, bare concrete floors, and a storefront opening. Tenant is responsible for reapplication of any airline graphics affected by demolition. Tenants shall submit demolition plans for Landlord’s approval.

#### **E. Design Intent / Design Philosophy**

1. The design intent is to create an environment that brings a sense of comfort by the use of high quality materials, open spaces, human scale and color to elevate passengers’ experiences at T4.
2. The Landlord strongly encourages designs that offer a balanced use of modern, sophisticated themes to convey a strong sense of place. Sensitive design integration among the Premises is important and must be achieved without compromising creativity in the development of the concepts. Tenants must work within the TDC to create a strong expression of the concept in a manner compatible with the essential character of the surrounding T4 elements. Creative, eye-catching signage is an effective tool for achieving customer recognition and distinguishing one concept from another. The Landlord encourages signage that balances “blending” with the surrounding design environment and “contrasting” with the surrounding tenant signs to provide differentiation. Signs and displays must be of consistent quality and remain contained within the Premises. Temporary product displays and sign stanchions are prohibited outside the Premises. Displays, arrangements and point of sale counters should not show clutter.
3. The Landlord favors orderly designs for facilities, providing maximum accessibility and convenience to customers. Designs that create a sense of openness and invitation toward customers are encouraged, as well as designs that incorporate appropriate regional themes and artistic elements. The sophisticated use of color, graphics and lighting is highly recommended. The concept’s commercial identity should be strongly accentuated.

4. Design elements of any type that are incompatible with established quality shall not be used. "Low-budget" materials and workmanship, as well as any devices producing sounds, physical movements, and flashing or flickering lights are prohibited

## **II. GENERAL DESIGN CRITERIA**

### **A. Tenant Design Concept**

1. The tenant design concept for T4 shall incorporate a total image that coordinates the storefront and interior design concept with the concept's unique aspects.
2. The tenant design concept starts at the T4 lobby. Extensive redesign of the passenger level and associated retail spaces was completed in 2007. Tenant design concepts are to compliment this remodel.
3. Paramount to the success of the F&B program is the incorporation of new Premises' interiors and sign identification, which will provide the main focus of enthusiasm and creativity within T4. This section includes basic objectives the Tenant is expected to meet in its design.
4. The TDC are meant to provide common points of reference for tenant interior design and signage at T4 and feature material types and architectural details, some of which will be provided by the Landlord. All Tenants must follow the TDC.
5. Tenants should be creative and original in merchandising design efforts, incorporating quality materials and fixtures with creative signage to project concept images onto the storefronts for clear identity from Common Areas.
6. Tenants' interior design must reflect a style of design consistent with or exceeding the quality of T4, for example, use of authentic materials such as real stone rather than faux stone.

All Tenants are expected to take a fresh and innovative look at how concepts can best be designed to present a casual, yet stylish and fashionable image of sophistication found in dining environments locally and regionally. Tenants are encouraged to consider pride of ownership and the context of the village street in choosing the quality material types and design features of concepts. Although the designs of the concepts will vary significantly, the context of T4 provides an appropriate point of reference.

The special nature of T4 requires Tenants to consider new ways of communicating concept images. Creative adaptations of standard concept designs are strongly encouraged within the TDC.

Tenants must enhance customer experience through superior merchandising, customer service excellence, and the creation of a very special F&B environment.

7. All food service equipment shall be certified by the National Sanitation Foundation International (NSF) or its appropriate national standard organization acceptable to the Landlord and the Maricopa County Environmental Services Department (MCESD).

## **B. Storefront Design**

1. All storefront designs and plans, including materials, are subject to the Landlord's approval.
2. The level of the finished floor within the Premises must precisely (0" inches) meet the T4 finished floor at the storefront or lease line. No recessed or raised floors are permitted. Note: This requirement exceeds ADA requirements.
3. The Tenant shall provide any additional demising walls.
4. Any alterations required to existing storefront surrounds outside the lease line must be submitted for Landlord approval and constructed and maintained by the Tenant in a manner acceptable to the Landlord.
5. All storefront construction shall be self-supporting from the floor and braced directly to the overhead structure.
6. Structural bracing above the Landlord's ceiling is acceptable, subject to the Landlord's approval.

## **C. Entrance / Security**

1. Concessions must be designed without doors, storefronts, or security systems separating the dining areas from the Common Areas.
2. Kitchen and employee-only areas must be secured to separate the public from potential dangerous or hazardous equipment. Dining areas should be as open as possible to the Common Areas for better passenger circulation and visibility.

## **D. Patio Areas**

1. Tenant shall be responsible for the deep cleaning of Patio Areas.
2. Patio Areas adjacent to Common Areas must be defined with a Tenant-provided guardrail.
3. Guardrail designs should be custom designs related to and reinforcing the overall concept. Guardrails shall be of durable materials that will not show wear and tear and be anchored securely to the floor without exposed fasteners. Tenant guardrails should be open approximately 75% or more; solid guardrails are not acceptable.
4. Table and chair layouts are required as part of the design submittal.

## **E. Energy Efficiency**

1. Projects are not required to be USGBC LEED® but are encouraged to use energy efficient and green ideas where possible.
2. Tenants are encouraged to use energy efficient appliances, equipment and lighting, including Energy Star rated equipment.
3. The use of energy efficient lighting such as fluorescent and LED is encouraged to help reduce HVAC cooling loads in the Premises.

4. Green ideas include recycling of used grease and oils, smart lighting, low VOC paints and coatings, recycling of construction waste and use of materials with low or no off gassing.

### **III. INTERIOR DESIGN CRITERIA**

#### **A. General**

1. Recent trends in F&B design are evolving into more transparent storefronts. The way the Tenant arranges seating and fixture layout and the fixtures themselves combine with the storefront architecture to create an image. The Landlord therefore requires the interior be designed with the same care and attention to detail as the Common Areas. While it is not the Landlord's intention to unduly restrict the interior design of the Premises, some materials are unacceptable from a visual and/or maintenance standpoint. All materials, displays, etc. within the Premises are subject to the Landlord's approval.
2. The Premises are provided in an "as-is" condition, including any walls, ceilings, floors, finishes, storefront surrounds, equipment, devices, utility systems, or other items left from previous use of the space.
3. Tenants shall completely demolish the existing space with no re-use of any of the items listed in Section III A2.
4. Only premium quality, new materials shall be used in the construction of the Premises. These materials are subject to the Landlord's approval.
5. All materials used in traffic areas shall be subjected to high abuse. High-impact durable materials are recommended for columns and all traffic corners of the Premises.

#### **B. Demising Walls**

1. Tenants adjacent to one-hour or higher fire rated exits or service corridors must maintain the one-hour or higher rating, including penetrations. Gypsum board must extend from finish floor to underside of the floor or roof deck construction above and sealed airtight.
2. Where demising walls occur, there must be a wall opening between concepts for 10'-0" from the front of the Premises (see Appendix B).

#### **C. Floor Finishes**

1. Vinyl tiles are prohibited in public areas of the Premises.
2. Premises with existing building expansion joints include a pre-fabricated rated joint assembly designed for both the building joint movement and Tenant-provided floor finishes. Transitions between existing floor expansion joints and Tenant-provided flooring joint shall be compatible and completed in a finished manner. Watson Bowman brand or equivalent joints are required. Tenants must consider location of joints when laying out spaces to minimize customer traffic at joints.

3. Samples of flooring materials must be submitted for Landlord's approval.
4. Carpeting must be ASTM Class C, with a Class III, 76-200 flame spread rating.
5. All floor penetrations must be waterproofed and sealed with rated firestopping.
6. Tile exists in some Common Areas and may be used as finished flooring at Patio Areas. Each Tenant **MUST** install a waterproof membrane beneath any tile floor in all kitchen, food preparation, dish washing, restroom, and bar areas. The membrane must be LATICRETE 9235 Anti-Fracture Membrane manufactured by LATICRETE International, Inc. or an approved equivalent.

#### **D. Wall Finishes**

Premises with walls that cross an existing building expansion joint shall include a pre-fabricated joint assembly designed for both the building joint movement and Tenant-provided wall finishes.

#### **E. Ceilings**

1. The use of wood or other combustible materials above ceilings or in any other attic spaces is prohibited. Any required access panels and/or catwalks shall be installed at Tenant's expense.
2. Certain locations within the Premises must be acoustical lay-in ceiling or the Tenant must provide panels to allow the Landlord to access existing equipment above the Premises' ceiling area. Access panel locations are subject to the Landlord's approval.
3. Premises with ceilings that cross an existing building expansion joint shall include a pre-fabricated joint assembly designed for both the building joint movement and Tenant-provided ceiling finishes.

#### **F. Queuing**

All queues must be oriented and controlled by facility layout or physical barriers so customer queues are contained entirely within the Premises.

#### **G. Lighting**

1. Tenant shall conduct a photometric study to ensure correct lighting levels as defined by the Illuminating Engineering Society Handbook.
2. Fluorescent lamps and electronic ballasts must be T5 or T8.
3. Only glare-free type lenses are permitted for lighting.
4. Acrylic prismatic or translucent eggcrate lenses on fluorescent fixtures are prohibited in public areas.
5. Exposed bulbs, other than purely decorative, are prohibited.

## **H. Additional Restrictions**

1. Vinyl composition tile and sheet vinyl are permitted only as a featured design element in the public areas of the Premises.
2. Indoor/outdoor quality carpeting is permitted only as a featured design element, not as flooring material.
3. The following materials are **NOT** permitted:
  - a. Asbestos and asphalt tiles.
  - b. Simulated materials such as imitation brick, stone, etc.
  - c. Any material that would constitute a fire and/or public safety hazard.
  - d. Any distressed or rough sawn wood.
  - e. Highway guardrails.
  - f. Mercury vapor lamps.

## **IV. GRAPHIC & SIGNAGE CRITERIA**

### **A. General**

1. The following requirements have been established to ensure high quality graphic design and the ability to express individual identity of T4 concepts for the mutual benefit of all tenants.
2. Proper graphics help set the concept image and can be a visual asset to all tenants. In that appearance and function are interrelated, a sign's aesthetic appeal should greatly improve its ability to communicate. The Landlord strives to ensure the graphics in general, and each sign in particular, become a viable, integral part in expressing the T4 concepts.
3. These requirements are a basis for imaginative graphic design. Imaginative designs that depart from the traditional are required. Every effort should be made to create graphic identification as an inherent part of the concept rather than as mere appliqué. The graphic identification should be symbolic of the concept rather than standard "letter copy." Tenants should consider using original art in place of the standard advertising graphics. Verbiage on signs is limited to the concept's trade name, logo, and/or logotype.

### **B. Sign Types**

1. There are three types of signs, storefront (Primary) signs located at the lease line, blade (Secondary) signs located in the lease line, and signs in the Premises.
2. Signs must consist of individually cut or fabricated letters. Conventional box signs are prohibited.

3. Tenants will provide remote lighting for signs (see Section VII).
4. Internally illuminated signs, including menu boards, are permitted within the Premises, as depicted in Appendix B.
5. The following types of signs and logos will be permitted:
  - a. Non-internally illuminated signs at the storefront face along the lease line.
  - b. Dimensional non-illuminated wood, metal, glass or other durable permanent materials.

### **C. Primary Signage - Signage Bands**

Tenants shall install new pre-finished metal signage bands for each concept for signage. See Appendix B for signage band locations and detail. Construction documents will be provided after lease award.

### **D. Secondary Signage - Blade Signs**

Blade signs are permitted only with concepts located on Concourses and their details are depicted in Appendix B. Construction documents will be provided after lease award. The following requirements apply:

- a. Blade signs must be located on existing concrete columns.
- b. Acceptable blade sign materials shall be painted, polished, or patina metal, painted and stained wood, plexiglas, or painted fiberglass.
- c. The lowest point of any blade sign must be 6' 8" above the finished floor.
- d. Tenants shall provide blade sign lighting. See Section I (D) (2).
- e. Secondary signage is optional.

### **E. Individual Letters**

1. Individual letters must be in a durable, permanent material such as wood, metal or glass. A metal letter has a variety of finish options including polished, painted, and patina. Installations of individual letter signs are defined by storefront type.
2. Remote lighting for signage must screen the light source from view or shall be carefully designed as an integral feature of the storefront.

### **F. Exposed Neon**

1. Utilized discreetly, exposed neon signs can serve as a unique accent. The use of neon signs shall be limited and will be approved sparingly during the TI process.
2. Where neon is allowed, the following requirements apply:

- a. Any proposed use of neon must identify location, design and color.
- b. All ballast support mechanisms, and other non-illuminated elements must be concealed from public view.
- c. Neon color shall be respectful of the existing color palette. Only accent colors will be approved.

## **G. Signage Requirements**

1. Signs should be creatively integrated with the architectural elements to form an attractive composition. For this reason the Landlord, as part of the architecture, has provided a typical signage band design. Signage must occur within parameters provided for storefront type. Proposed signage designs must be submitted for Landlord's approval. Signs shall be clearly detailed in construction documents.
2. The following requirements apply to Primary Signage:
  - a. Signs shall be an integral part of the storefront signage band.
  - b. Signs shall be an art form.
  - c. Variety and individuality within each concept's signage and throughout T4 will be emphasized.
  - d. The sign area is measured by a box drawn around the tallest vertical element to the lowest and from the farthest elements horizontally.
  - e. The use of a corporate crest, logo or insignia shall be permitted within the sign area, provided such crest, logo or insignia is part of the concept's trade name.
  - f. No advertisement, notice or lettering other than concept names or approved logos shall be exhibited, inscribed, painted or affixed on any portion of any storefront or have major visibility from the public areas unless specifically approved in writing by the Landlord.
  - g. Manufacturer labels, underwriter labels, clips, brackets, or any other form of extraneous advertising attachment and/or lighting devices shall be fully concealed from public view.

## **H. Prohibited Sign Types**

The following sign types are **prohibited**:

- a. "Hollow" signs with internal illumination and translucent backgrounds and silhouette letters within restricted areas.
- b. Vacuum formed plastic lettering.
- c. Plexiglas channel letters.
- d. Plastic materials including acrylic letters or Plexiglas panels.

- e. Standard sandblasted wood signs in natural wood finish with painted, raised letters and/or logos; exceptions may be granted for carved and painted wood signs that are artistically creative in their expression of three-dimensional detail.
- f. Signs employing luminous painted paper or cardboard, stickers or decals hung around or behind storefront glazing.
- g. Signs employing exposed raceways, ballast boxes, transformers, crossovers, or conduits.
- h. Blinking, moving, or flashing signs visible from anywhere in the Common Areas.
- i. No signage is allowed beyond the lease line.

## V. TEMPORARY CONCESSIONS

### A. General Criteria

1. Temporary Concessions are short-term F&B units approved by the Landlord to be operated during construction of a concession block of space.
2. Designs for all temporary concessions and associated signage shall be submitted for the Landlord's approval.

## VI. GRAB AND GO UNITS

These requirements apply to units N1-F34, N2-F37, N3-F57, S3-F47. **Attachment A** includes a description of the intended operation of these units.

### A. Design Context

1. Customers at points of sale must be within the lease line during checkout. Queue lines must not disrupt passenger circulation in the Common Areas.
2. Tenant shall remove existing sections of wall to provide a more open space.
3. Blade signs are prohibited for these units.
4. The renderings in **Appendix C** depict:
  - a. Typical wing wall design to be provided by the Tenant.
  - b. Suggested equipment layout. The Tenant shall provide all equipment.
5. The Landlord will provide electrical rough-in including conduit and disconnect switch from an adjacent tenant space electrical area to Premises. Tenant shall provide any additional conduit, devices, conductors and panels needed inside the Premises.

## VII. TECHNICAL CRITERIA

### A. General Building

1. The following requirements are for the benefit of the Tenants in designing the Premises. Tenants should pay careful attention to the assignment of responsibility for each item listed below and reference Section VIII as appropriate.
2. The following requirements provide specific instructions to meet the Landlord's basic standards for construction materials, means and methods. The Landlord will require and maintain the same standards for all tenants.
3. A professional architect or engineer licensed in the State of Arizona shall prepare all calculations, drawings and specifications in accordance with the TDC, all current codes and recognized architectural or engineering practices. The construction is Type 1 and occupancy type is Group 1 Assembly. No coring is allowed through existing cast in place beams. Floors must be x-rayed and all coring locations must be approved by Landlord's designated structural engineer.
4. The level of the finished floor within the Premises must precisely (0" inches) meet the T4 finished floor at the storefront or lease line. No recessed or raised floors are permitted. Note: This requirement exceeds ADA requirements.
5. Partitions.
  - a. Tenants adjacent to one-hour or higher rated fire exits or service corridors are required to maintain the one-hour or higher rating and the gypsum board must extend from finish floor to underside of the structure above and sealed airtight. Tenants shall identify the one-hour or higher walls on construction documents.
  - b. Tenant interior partitions must be constructed of non-combustible materials. All walls and exposed surfaces in the sales area must be covered with a permanent wall finish.
  - c. Landlord may require Tenants with food service operations or equipment with excessive noise output to provide sound insulation on the ceiling and/or demising walls to protect neighboring tenants from unacceptable noise levels.
6. Ceilings must be either acoustical T-bar with 24" x 24" tile having 3/8" revealed edge, drywall or plaster construction. Acoustical T-bar ceilings with standard modules are allowed with perforated corrugated metal. All ceiling materials must be non-combustible and have a Class III, 76-200 flame spread rating. Acoustical tile is only permitted on horizontal surfaces. Any vertical, beveled, or other type fascia shall be drywall, cement plaster, or material subject to the Landlord's approval.

Tenants shall attach ceiling wires to structural members only. Attachment to the deck is prohibited.
7. The Landlord will review drawings for compliance with the TDC. Tenant shall ensure its systems will perform satisfactorily and in compliance with all applicable codes and regulations.

8. As-built drawings shall be provided and maintained by the Tenant's Mechanical Contractor and Electrical Contractor and submitted to the Landlord. Tenant shall record exact pipe, duct, and equipment routing and location along with all equipment information for the Mechanical System Design.
9. The Landlord will provide reasonable access to file documentation for existing structural, plumbing, mechanical and electrical systems. These documents are for reference only; all existing conditions must be field verified.
10. Tenant shall provide portable fire extinguishers as required by city code.
11. All tenant-installed equipment outside designated lease line limits (roof tops, etc.) must be labeled.
12. All tenant-installed roof top mounted equipment above existing parapets must be screened.
13. Natural gas is only available on the N1 Concourse. The existing natural gas line cannot be extended. The use of tanked propane is PROHIBITED.
14. All roof penetrations must comply with Landlord's roof warranty.
15. All floor penetrations must be x-rayed before any hole is cut. All floor penetrations are to be provided with an Underwriters' Laboratories, Inc. (UL) fire seal. Core drilling is to occur between the hours of 2:00 AM and 6:00 AM and must be coordinated with the Landlord and operators of the space below.
16. Incomplete drawings, inferior design and poor construction are unacceptable and are not permitted.
17. Section VIII provides standard construction criteria.

## **B. Mechanical**

1. All HVAC systems must be designed and installed to the following minimum standards:
  - a. Compliance with International Building Code (IBC), International Mechanical Code with City of Phoenix Amendments (IMC), ASHRAE 62-2001, "Ventilation for Acceptable Indoor Air Quality" and Energy Codes.
  - b. All new ductwork shall be sheet metal and installed per SMACNA details. Duct board is not allowed.
  - c. Flexible ductwork shall be installed without sags or kinks and no longer than 10' in length.
  - d. Provide accessibility to all equipment (VAV boxes, valves, heating equipment, etc.) per code and Landlord's requirements, and at a minimum, 3' clearance to the operator side of all VAV boxes.
  - e. Provide a minimum of 2' x 2' access doors in all hard lid ceilings at all VAV boxes, valves, etc. The Tenant shall maintain means of accessing the ceiling access panels at the floor level.
  - f. Thermostats/sensors shall be installed in locations measuring the average temperature within the Premises (avoid exterior walls, confined areas, location near heat producing equipment, etc.). The final location is subject to Landlord's

approval. New wiring is required when the new sensor location exceeds the current wiring length (splicing of wiring is not allowed). Wiring is to match existing and be connected to the associated VAV box and sensor per the original termination installation. All control wiring is to be installed in white colored conduit.

- g. Tenant's refrigeration equipment must use remote compressors to be located on the roof above the Premises, with the exception of residential refrigeration equipment which does not have the option for remote compressors. Final location is subject to Landlord's approval.
2. The Landlord will provide a heating and cooling system for each space as follows:
  - a. The Landlord will provide the number of VAV box(es) and sensor(s) listed in Appendix A.
  - b. Each VAV box stubbed by the Landlord for Tenant's use is sized to provide a minimum of 2 cfm per sq. ft., based on the Tenant floor area. Portions of Patio Areas are generally served by the Landlord's systems and are excluded from these calculations.
  - c. Additional cooling, if required by the Tenant, is the responsibility of the Tenant. Additional cooling must be direct expansion (DX) type cooling. Connection to the Landlord's chilled water or air duct mains is not permitted.
  - d. HVAC design is subject to Landlord's approval.
3. The Tenant shall provide all distribution ductwork and diffusers/grilles downstream of the VAV terminal. The ceiling space is a return air plenum and all materials must conform to flame/smoke spread requirements.
4. The Landlord will provide provisions for exhaust systems as shown in Appendix A. Terms shown in Appendix A are defined below:
  - a. Grease Hood Provision: Not Allowable – no provision is made and a Type I Grease Hood is not allowable within this Tenant space.
  - b. Grease Hood Provision: Limited space is available to route a new exhaust duct up thru the existing mezzanine to the roof above for Tenant connection.
  - c. Grease Hood Provision: Roof Access Directly Above – the Tenant can install a Type I Grease Hood with the associated exhaust fan and make-up air system installed on the roof directly above the Tenant's floor space.
  - d. General Exhaust Provision: Not Allowable – no provision is made and general exhaust is not allowable within this Tenant space.
  - e. General Exhaust Provision: Limited space is available to route a new exhaust duct up thru the existing mezzanine to the roof above for Tenant connection.
  - f. General Exhaust Provision: A general exhaust side wall louver is available on the adjacent exterior wall at the size noted for Tenant connection.

- g. General Exhaust: Roof Access Directly Above – the Tenant can install general exhaust with the associated exhaust fan installed on the roof directly above the Tenant’s floor space.
5. The Tenant shall install a complete kitchen hood system, including the hoods, grills, exhaust fans, make-up air, ductwork, fire suppression, etc., in compliance with IMC and all applicable codes. The Tenant shall provide full make-up air to accommodate all kitchen hood exhaust. The hood exhaust fan is to be an upblast fan designed for a Type I kitchen hood. The Tenant shall provide a balancing report to the Landlord certifying the exhaust and make-up air provided.
- a. The Tenant is responsible to clean the existing grease duct rising to the upper roof where provided by the Landlord as shown in Appendix A. The duct is to be cleaned back to original condition. The Tenant shall provide a DVD documenting the condition of the inside of the entire duct for each concession block of space.
  - b. Exhaust systems for food preparation shall be fabricated entirely from stainless steel per the code, incorporate an integral fire suppression system, and otherwise comply with all applicable regulations.
  - c. Exhaust air must be ducted to the exterior; discharging into the return air plenum is prohibited. Objectionable odors include odors of machinery, electrical devices, food preparation, perfumes and perfumed products, oils, and garbage disposal systems and are prohibited.
6. HVAC Demolition
- a. All existing ductwork and diffusers within the Premises shall be removed to the Landlord’s VAV terminal. Existing thermostats/sensors shall be relocated to fit the new layout.
  - b. The following equipment, if existing in the Premises, shall be removed in its entirety. Wall, roof, floor, etc. penetrations are to be closed up to match existing.
    - 1) General exhaust systems (exhaust fans, ductwork, grilles, etc.)
    - 2) Kitchen hood systems (exhaust fans, ductwork, make-up air units, hoods, fire suppression systems, etc.)
    - 3) Remote compressors, refrigerant piping, etc., associated with walk-in coolers, refrigerators, etc.

### **C. Plumbing**

1. All plumbing systems must be designed and installed to the following minimum standards:
- a. Compliance with the IBC and Uniform Plumbing Code with City of Phoenix Amendments.
  - b. Provide accessibility to all equipment and valves. Provide min. 2’ x 2’ access doors in all hard lid ceilings at all equipment, valves, etc. The Tenant shall maintain means of accessing the ceiling access panels at the floor level.
  - c. At a minimum, cast iron pipe with 4-band coupling must be used for waste and vent piping. Type L copper piping must be used for all water services. No plastic pipe is permitted.

- d. Provide minimum code clearances for all equipment.
  - e. All tenant plumbing fixtures that are piped to a floor sink or drain must be piped to a floor sink or drain within the tenant's space. At no time will it be acceptable to pipe a Tenant plumbing fixture into a Landlord floor drain or floor sink.
  - f. The Tenant is responsible for all plumbing systems serving the Premises. Plumbing fixtures, water heaters, floor mounted grease interceptors, etc., and all piping beyond mains provided by the Landlord, are the responsibility of the Tenant. New plumbing equipment (fixtures, water heaters, grease traps, interceptors, soda dispensing systems and associated piping encased in conduit, etc.) must be located within the Premises.
  - g. Soda dispensing systems must be located entirely within the Premises.
  - h. The Landlord will provide waste, grease waste and water piping mains, and vent piping to the Premises as described in Appendix A. The Tenant is responsible for the vent piping for spaces located directly below the roof. The Tenant shall connect to Landlord-provided plumbing utilities.
  - i. Where grease interceptors are provided, the grease waste pipe is attached to an exterior buried grease interceptor, with the exception of the grease interceptor located on the Baggage Handling Level. Grease waste must be addressed by the Tenant per all code requirements. The Tenant shall be responsible to connect to the Landlord-provided grease line stub out connected to each grease interceptor. The Tenant is responsible to clean and maintain the grease interceptor.
  - j. No hot water service is provided by the Landlord. Tenants shall install and maintain water heaters within the Premises. Water heaters are not permitted above or partially within the ceiling. Water heaters must be installed near a floor sink and elevated off the floor.
  - k. Water, waste and vent services beyond these specifications are the Tenant's responsibility. Complete design must be submitted to the Landlord, including fixture calculations, for review and approval.
  - l. No Tenant-provided plumbing piping may be routed within the Landlord's electrical, IDF/MDF room located below any Premises.
2. Units that serve coffee include a floor mounted interceptor at the sink adjacent to the coffee machine to capture coffee grounds inadvertently disposed of in the sink. The Tenant is responsible for proper disposal of all coffee grounds and in no case are grounds to be drained into the sewer system.
  3. The Tenant is responsible for biannual maintenance of sewer piping. The limits of this responsibility are for the waste sewer piping from the Premises to the main and for all grease waste piping from the Premises to the associated grease interceptor. Biannual maintenance requirements, at a minimum, include a snaking of the piping followed by pressure wash. Tenant shall coordinate the biannual maintenance and annual compliance information with the Landlord's Facilities and Services Division. The Landlord may require the Tenant to increase the frequency of these cleanings if found necessary by the Landlord.

4. Natural gas service is only available to N1-F35. Connections to the Landlord gas utilities must be coordinated with the Landlord not less than two weeks in advance, and must be performed between the hours of 11:00 p.m. and 5:00 a.m.
5. Plumbing Demolition

For all demolition, wall, roof, floor, etc. penetration are to be closed to match existing. The following are to be removed:

- a. All domestic water piping and hot water systems serving the Premises to the existing main (cap pipe at main).
- b. All plumbing fixtures within the Premises, including floor drains/sinks.
- c. All grease waste systems (piping, interceptors, etc.) serving the Premises to the Apron Level floor (cap at Apron Level floor), with the exception of the grease interceptor located on the Baggage Handling Level and its associated piping, which shall remain.
- d. All sanitary waste piping serving the Premises to the existing main (cap pipe at main).

The N1-F35 Tenant is responsible to remove all the existing gas piping back to the existing meter.

#### **D. Fire Sprinkler**

1. All Fire Sprinkler systems must be designed and installed to the following minimum standards:
  - a. Compliance with IBC, NFPA and the local fire marshal (FM)
  - b. Provide accessibility to all fire protection equipment (sprinkler control valves, fire suppression system control boxes, fire control panels, fire alarm system booster panels, fire extinguishers, etc.) per local code. Provide min. 3' clearance to the operator side of all fire protection equipment located within the Premises.
  - c. Provide accessibility to all equipment and valves. Provide min. 2' x 2' access doors in all hard lid ceilings at all equipment, valves, etc. The Tenant is responsible to maintain means of accessing the ceiling access panels at the floor level.
  - d. All materials must be FM-approved. XL rated pipe is not allowed. All pipes up to 2" shall be schedule 40. Pipe larger than 2" may be schedule 10. All pipe is to be American made.
  - e. Recessed sprinkler heads with decorative cover plates are prohibited.
  - f. System tie-in and testing shall be coordinated with the FM and the Landlord's Facilities & Services Division. System shall not be deemed "acceptable" until approved by the above parties.
  - g. All pipe to be sized per the following (hydraulic calculations are not approved):

Steel Pipe

|           |               |
|-----------|---------------|
| 1 in.     | 2 sprinklers  |
| 1-1/4 in. | 3 sprinklers  |
| 1-1/2 in. | 5 sprinklers  |
| 2 in.     | 10 sprinklers |
| 2-1/2 in. | 30 sprinklers |
| 3 in.     | 60 sprinklers |

2. The Landlord will provide fire sprinkler zone valves stubbed to the ceiling of the Premises as shown in Appendix A. The Tenant is required to connect to the provided fire sprinkler zone valve(s) to provide the new fire sprinkler system for the Premises.
3. The Tenant's new fire sprinkler system must comply with applicable codes. The Tenant must coordinate with the Landlord not less than two weeks before opening or closing fire sprinkler zone valves. All fire sprinkler work must be performed by the Tenant's fire sprinkler contractor at the Tenant's expense. The Tenant's fire sprinkler contractor shall obtain the required permits, certificates of fitness, and business certificates from the Phoenix Fire Department prior to performing any work on the fire sprinkler system. Prior to installation, sprinkler shop drawings shall be submitted for the FM's approval.
4. Fire Sprinkler Demolition
  - a. A fire sprinkler system exists within each of the Premises. The Tenant shall remove the existing system either to the fire sprinkler zone valves or the main (cap and seal the main water tight). Wall, roof, floor, etc. penetrations are to be closed up to match existing. Demolition work or any disruption to the existing building sprinkler system must be coordinated with the Landlord not less than two weeks in advance, and must be performed between the hours of 11:00 p.m. and 5:00 a.m.

## **E. Electrical**

1. Complete drawings must be submitted for the Landlord's approval. The documents to be submitted must include the following:
  - a. Complete plans and specifications for all electrical work, including lighting, power and one-line riser diagram.

- b. Drawings must include panel schedules, load calculations (electrical demand at each piece of upstream distribution equipment effected by this installation, lighting power density calculations per IECC and lighting photometric drawings showing footcandles at 2'x2' spacing) and meter information.
- c. Structural drawings and calculations must be submitted by a registered professional in the State of Arizona for all equipment that will be suspended from the steel structure.
- d. Drawings must include complete material specifications, including manufacturer's name and product number and complete schedules of all equipment and fixtures to be installed.
- e. All material and equipment must be new and of a commercial grade.
- f. Electrical installation for these spaces must comply with the latest edition of the National Electrical Code (NEC), the City of Phoenix amendments, International Energy Conservation Code (IECC) and the FM for the fire alarm system.
- g. The Tenant is responsible for removing, replacing, relocating and/or adding all electrical equipment and devices (i.e., panels, transformers, lighting, receptacles, wiring, conduit, conductors, fusing, etc.) serving the Premises. All abandoned or unused conduit, wiring, lighting, panels, etc., in the Premises must be removed prior to new installation. The Landlord has provided a feeder circuit comprised of code-sized conduit, conductors and a heavy duty disconnect switch mounted in the Premises from a 480 volt, 3-phase power source.
- h. All transformation, power distribution, lighting, conduits, wiring and devices extending from the Landlord-furnished disconnect switch shall be provided by the Tenant, including temporary or standby power sources where required.
- i. Tenants requiring ampacity in excess of the amount listed shall pay the entire cost of installing the additional service, including any necessary power distribution equipment.
- j. Any work performed on the Landlord's electrical equipment shall be coordinated with and under direct supervision of the Landlord.
- k. All electrical equipment shall include UL labels for the intended use.
- l. Tenant shall provide code-required emergency exit lighting fixtures. Fixtures shall be provided with battery pack with self diagnostic provisions. Under no circumstances shall Tenant connect to Landlord's Life Safety power circuit for any electrical demands.
- m. Shutdown of the existing building service or any main electrical distribution must be coordinated with the Landlord not less than two weeks in advance, and must be performed between the hours of 11:00 pm and 5:00 am. These times are subject to change, Tenant to verify current time restrictions. All electrical work required to complete the system to accommodate the Tenant's plans shall be performed by the Tenant's Electrical Contractor at the Tenant's sole expense.
- n. No flammable materials are permitted above the ceiling (ceiling space is to be considered a return air plenum).



4. Tenant must provide a complete Fire Alarm Detection and Annunciation System within the Premises as an extension of the Landlord's building wide addressable fire alarm system.
  5. Tenant is required to use Landlord's designated Contractor for installation of the necessary initiation/annunciation devices and connection to the main fire alarm system. Fire alarm audibility, intelligibility and visibility devices must meet the requirements of the latest edition of NFPA 72 and FM requirements.
  6. Fire Alarm system modifications must be documented and submitted for FM's approval prior to construction.
  7. Contact Honeywell Automation & Control Solutions (602) 861-4482 for coordination.
  8. All costs for installation/programming/coordination shall be borne by Tenant.
- 
9. Electrical Demolition
    - a. All existing electrical systems within the Premises shall be removed. This includes the feeder supplying these panels back to the Landlord's electrical service entrance section and/or distribution section. Coordinate demolition with the Landlord prior to bid/rough-in.

## **VIII. SUBMITTAL PROCESSES**

### **A. Introduction**

1. There are three submittal processes that must be followed in sequence before final approval for construction drawings can be issued. They are Request for Proposals (RFP), Schematic Design, and Construction Documents.
2. Tenants are required to submit complete and accurate construction documents for review by the Landlord's TI Coordinator, the shell architects, and MPE consultants and approval by the Landlord before starting construction.
3. Tenant shall follow procedures in the TI Handbook available at <http://phxskyharbor.com/pdf/TI-Handbook.pdf>.

### **B. Submittal Processes**

1. RFP Phase
  - a. The proposer submits conceptual design drawings, sketches, material boards and written design narratives as part of the proposal. Proposal requirements are outlined in the RFP and are submitted as part of the RFP process.
2. Schematic Design Phase

- a. The purpose of this submittal is to accelerate the design approval process by acquainting B&P with the Tenant's intended design concept and correcting any criteria compliance problems before proceeding with the final working drawing phase. Design concepts for lighting and signage must be included in this submission.
- b. Typical schematic design package will include further development of proposed design including floor and ceiling plans, interior elevations, signage and graphic designs and furniture plans.
- c. Any construction documents received in this phase will be rejected.
- d. If material boards have changed since the RFP Phase to the Schematic Design Phase then they must be resubmitted to B&P.
- e. For schematic design submittals, send (1) one electronic copy in PDF format to the Project Principals listed on page 2.

3. Construction Documents

- a. Each design will be considered on its individual merit and no design will be approved until all required documents have been received.
- b. It is the responsibility of the Tenant's architect and engineer to verify all dimensions and field conditions.
- c. Electronic background files will be provided by the Landlord upon request, once the lease has been awarded. A signed Media Disclosure Agreement will be required for the release of the CAD files.
- d. Tenant Access.

The Landlord will provide Tenants reasonable access to construction document files. All pertinent building documentation will be provided for purposes of describing or defining locations of lease lines and demising construction, including the location and arrangement of walls, columns, and other fixed building features, services, and systems to the extent documented.

The Landlord offers no assurances or guarantees that such file documentation will be sufficient to provide all information that Tenants may require and Tenants shall not rely on the accuracy of file documentation, but shall field-verify dimensions, locations, and capacities of all building features, services and systems.

4. The construction document submission shall include, but not necessarily be limited to, the following:

- a. Key plan showing location of the Premises.
- b. Floor plans (scale 1/4" = 1'0").
- c. Sections (scale 1/4" = 1'0").
- d. Storefront elevation and section, including signage (scale 1/2" = 1'0"). Food service Tenants shall include front counter details and food presentation concept.

- e. Reflected Ceiling Plan (scale 1/4" =1'-0")
- f. Color and finish schedules;
- g. All applicable details;
- h. Electrical plan prepared by a licensed electrical engineer;
- i. Electrical details and fixture and panel schedules, also include a suggested electric load component conforming with technical criteria herein;
- j. Mechanical/Plumbing plan;
- k. Fire protection plan must be prepared by a licensed engineer;
- l. Samples of all flooring materials;
- m. Architectural, electrical, mechanical, and signage specifications.
- n. Shop drawings from sign fabricator showing dimensions, letter style, face color, material, thickness, type of lighting, brightness, mounting hardware and location of transformer.
- o. Colored perspective sketches illustrating the design concept or photographs of existing storefronts if related to this application.
- p. Materials and finishes samples firmly attached to illustration board and labeled, not to exceed 20" x 30" and weigh more than 12 lbs. per board. Clearly label all materials and reference to plans, elevations, etc.
- q. Design and construction schedule.
- r. The following "Standard Construction Notes" are to be a part of every tenant improvement set of construction drawings:
  - 1) No flammable or combustible materials are permitted above the ceiling (the entire ceiling space is to be considered a return air plenum). The ceiling, all components that make-up the ceiling and all materials above the ceiling must be rated for installation within a ceiling return air plenum.
  - 2) The existing Landlord mechanical system uses a return air plenum throughout T4. The Tenant is responsible to maintain the ceiling plenum within their space to allow unobstructed air flow.
  - 3) All tenant construction requiring shutdown of other portions of the mechanical, plumbing, sprinkler, electrical or fire alarm systems shall be done late at night and early in the morning. Notify the Landlord two weeks prior to the shutdown requirement.
  - 4) Obtain permission from the Landlord prior to core drilling through floors, walls or the roof structure.

- 5) All floor penetrations must be x-rayed before any hole is cut. All floor penetrations are to be provided with Underwriters' Laboratories, Inc. (UL) fire seal. Core drilling is to occur late night and early and must be coordinated with the Landlord and the operators of the space below.
- 6) Cutting and patching to be performed as required to return finishes to their original condition.
- 7) Floor, wall and roof penetrations must be sealed to maintain separation requirements. Provide fire or fire and smoke dampers as required to maintain existing partition ratings.
- 8) The contractor must notify the FM prior to welding and grinding that creates sparks or torch cutting.
- 9) Welding and grinding that creates sparks or torch cutting under direct supervision and with the Landlord's approval.

## **C. Review Processes**

### 1. Schematic Design Review:

- a. B&P will review and comment on Schematic Design drawings. If drawings are returned to the Tenant with comments and not bearing the conditional approval of B&P, the Tenant shall revise the drawings to satisfy any comments by B&P and resubmit for approval as instructed.
- b. A period of two to four weeks should be allowed for each submittal review, depending on project complexity. B&P will then provide a written response with review comments and approval status. B&P approval does not relieve the Tenant of responsibility for compliance with the lease and all governing codes and regulations, field verification of existing conditions, or proper engineering and safety.

### 2. Construction Document Review:

- a. After receipt of Landlord's written approval of the Schematic Design drawings, Tenant shall submit to Landlord within 45 calendar days one (1) full size set and eight (8) sets of half size hard copy drawings and one electronic copy. Submit five (5) sets of Specifications that shall adhere to the approved Schematic Design drawings.
- b. The Landlord will review and comment on final Construction Documents. Tenant may simultaneously submit Construction Documents to the City of Phoenix Development Services Department for permit review through the Annual Facilities Permit Process.
- c. If any of the Construction Documents and Specifications are returned to the Tenant with comments and not bearing the unconditional approval of the Landlord, Tenant shall see that the Drawings and Specifications are revised to satisfy any comments by the Landlord, and resubmitted for Approval within ten (10) days of receipt by Tenant.

## **D. Building Code and Permits**

### 1. City of Phoenix Annual Facilities Permit:

- a. Upon approval of schematic design drawings, Tenants may prepare and submit Construction Documents for approval by other Landlord Divisions and the city department managing the Annual Facilities Permit (AFP) program.
- b. The AFP process includes review of code compliance and life safety requirements. Procedures and requirements for submittal for construction document review are contained in the TI Handbook
- c. Tenants are required to comply with ADA and shall provide sufficient circulation to allow for wheelchair access, luggage carts and passengers with carry-on luggage. Plan check, building permits, and other City, County and state fees in connection with all of Tenant's construction shall be at Tenant's expense. All construction shall be done in accordance with the TI Handbook and all City, County and State ordinances, rules and regulations.
- d. The approval of final drawings by the Landlord does not guarantee approval by governing authorities, and it shall be the responsibility of the Tenant to meet and comply with all national, state and local code requirements.
- e. A new permit procedure called "Self Certification Process" may be available at the Tenant's option. This process can reduce the amount of time a typical permit review takes. Contact the department managing the AFP program for more details.

### **E. Final Approval**

1. Upon final approval of the Construction Documents, the Landlord shall forward a letter granting approval to receive a permit.
2. Tenant's contractor shall have one (1) Landlord approved/permitted set at the job site at all times and may not commence work until these plans are physically within the Premises.

## **IX. CONSTRUCTION REQUIREMENTS**

### **A. General Procedures**

1. Tenants should refer to the TI Handbook for complete information on construction procedures. The following is provided for overview purposes only:
  - a. The contractor shall not commence work nor allow any subcontractor to commence work until all insurance required has been submitted and approved by the Landlord. Construction insurance shall be maintained throughout the construction process.
2. Prior to commencing any work, the Tenant's contractor shall comply with the following:
  - a. Read and comply with terms defined within the TI Handbook, Provisions described within the on-line version take precedent over the TDC, unless noted otherwise.

- b. No construction shall begin until Landlord's written approval is granted. One copy of the approved plans must remain at the jobsite at all times during the construction process.
- c. Removal of construction garbage shall be the responsibility of the Tenant and Tenant's contractor.
- d. Connection to temporary power including all temporary power lines, transformers and electrical distribution is the Tenant's responsibility.
- e. All garbage must be transported using sealed containers. Containers without lids are prohibited. All wheeled containers must be installed with polyurethane non-marking wheels. Black wheels or other marking wheels are strictly prohibited.
- f. Provide evidence of building permits for all trades as required.
- g. The Tenant's Contractor must give the Landlord a minimum of five working days notice prior to the start of construction.
- h. Each Tenant must contact the TI Coordinator to arrange a pre-construction meeting prior to start of construction on each concession block of space. Tenants, their contractor and main subcontractors shall attend this meeting. This meeting should establish a project construction schedule with start and end dates, key personnel, emergency numbers and include a discussion of safety and security issues.
- i. A copy of the key personnel emergency numbers list shall also be forwarded to the Landlord's Communication Center and Project Coordinator.
- j. Temporary Construction Signs. No architect or contractor signs will be allowed on the job site. Signage identifying concept name, and opening date must be submitted for the Landlord approval in advance. Tenants must comply with Pardon our Dust guidelines available at: <http://pardonourdust.com/>.

## **B. Airport Security**

- 1. It is essential that during the performance of this lease, Airport security be maintained. Security of existing facilities must be maintained at all times. When entrance into secure areas is required at any time by workers, it must be coordinated in advance with the Landlord and strict limitations will be set and enforced as to what areas contractor personnel can access. Any violations of these limits will subject the violator to immediate discharge from this project at the Landlord's request.
- 2. All construction personnel must adhere to the security policies and regulations described at: <http://phxskyharbor.com/about/securitybadging.htm>
- 3. When beginning a project, contractors need to contact the Landlord's TI Coordinator to attain project access.

## **C. Project Coordination**

- 1. Tenant's contractor shall be responsible for protecting the existing facility. Tenant contractor shall repair any damage caused to the existing facility.

2. All noisy, dusty or work that will cause interruption to T4 operations must be performed during late night and early morning hours subject to the Landlord's approval. Construction noise shall not interfere with airline gate announcements.
3. The Landlord's TI Coordinator will perform inspections of the project periodically to assure compliance with approved plans and specifications.
4. Tenant's contractor is responsible for Building Code inspection.
5. All construction activities must be conducted to permit normal operations within the existing facilities and roadway systems at all times.
6. These areas must be temporarily enclosed from the existing facilities in order that access and all services to the existing facilities can be maintained at all times. Circulation corridors and required exits must remain open and unencumbered.
7. The contractor shall schedule and coordinate work to minimize the required interruptions, and shall notify the Landlord in writing at least ten working days prior to each intended interruption, indicating the estimated duration of the interruption.
8. The Tenant and its contractor must coordinate with the Landlord's designated contact for all temporary signage, utility shutdowns and work hour notifications to all stakeholders.

#### **D. Construction Procedures**

The following provisions, with respect to construction procedures, shall be followed by all Tenant Contractors:

1. No equipment, material, or tools are permitted in Common Areas.
2. No dust shall be tracked into Common Areas. The contractor must provide means of cleaning dust from employee's shoes.
3. All equipment, material, tools, or merchandise must be brought through the nearest service entrance. Construction traffic is not permitted in Common Areas.
4. Passenger elevators and the escalators shall not be used to transport equipment, materials, or tools.
5. No material shall be delivered to, or transported through, any Common Area without the Landlord's express approval. Any material transported through Common Areas must be moved on pneumatic rubber tire trucks, using adequate parking, protective cloths, etc., to safeguard existing floors.
6. Confine storage of equipment or material to the Premises or other locations specifically designated by the Landlord. Stored materials shall not exceed the loading capacity of the floor. Storage in service corridors, truck docks, vacant lease spaces, or other areas is not permitted at any time. Failure to comply will result in removal of all materials with the Tenant bearing responsibility for the costs incurred.
7. Smoking is not permitted anywhere in the building, including stores under construction. Outdoor smoking areas have been designated by the Landlord.

8. The Tenant Contractor shall take all necessary safety precautions to protect workers, the general public, and private and public property and comply with all requirements of the Occupation Safety and Health Act (OSHA).
9. The Landlord requires certain work activities to take place late night and early morning hours as follows:
  - a. Major service disruptions.
  - b. Jack-hammering, roto-hammering, core-drilling or other noisy operations
  - c. Work requiring blocking of public entrances.
  - d. All other work that would prevent continuous operation of the building.
  - e. Hauling of demolished material.
  - f. Erecting and removing construction partitions.
  - g. Delivery of large materials.
10. Make arrangements for temporary utility connections as directed by the Landlord and pay the cost of the connections and removal, and all utility charges incurred by the work.
11. Asbestos containing materials (ACMs) and presumed asbestos-containing materials (PACMs) may be present in T4. The Tenant must request and will be notified of the presence or presumed presence of ACMs in the Premises. The Tenant, Tenant's architect, engineer, and all other contractors and subcontractors working on the project must sign the Landlord's form acknowledging notification of the possible presence of ACMs. Tenant shall comply with all federal regulations that apply to the handling of ACMs and PACMs.
12. All planned welding, cutting, and grinding producing sparks shall be reported to the City of Phoenix Fire Department prior to the start of the job, and upon completion of the project on a daily basis. A fire watch shall be provided by the Contractor, suitable fire extinguishers shall be on hand within 20' of the work being performed and accessible at all times. Welding or cutting shall cease 1/2 hour before closing the job site for the day and inspected prior to the employees leaving the site for the day.
13. The Tenant's contractor shall comply with applicable portions of Federal Regulation 29 CFR S 1910.146 and any state regulations regarding employee entrance into confined spaces on this project.
14. The Tenant shall install a dustproof, solid barricade to separate the Premises from the Common Areas. All barricades must extend to the ceiling and be located a maximum of 1' beyond the lease line, unless otherwise shown on space exhibit plans. Construction shall be with metal studs 16" on center and 1/2" gypsum board painted with primer and two finish coats the color designated by the Landlord.

A clear plastic liner must be installed on the inside of the construction barricade to prevent dust migration to the Common Areas. Adequate protection of the Common Area floors enclosed by construction barricades must be provided. Refer to the TI Handbook for additional requirements. All construction barricades must be without opening or passage to the Common Areas unless the Premises has no back door. In this case two 3'-0" x 6'-8" hollow core wood doors, swinging in, should be installed with a frame, closure device, and lockset. The doors shall be painted to match the construction barricade.

15. Refer to the TI Handbook for parking information.
16. During construction, fixture installation, and merchandise stocking of the demised Premises, the Tenant shall provide garbage removal service at areas designated by the Landlord. The Tenant Contractor shall provide and pay for garbage containers and disposal. It is the responsibility of the Tenant and the Tenant's Contractors to break down and remove all garbage from the Premises on a daily basis. If the Tenant's garbage accumulates within the Premises or service corridors, for 24 hours or longer, the Landlord shall remove the garbage and charge the Tenant at a rate of 1.5 times the Landlord's costs.
17. Prior to making any roof and/or floor penetrations, the Tenant Contractor must obtain approval of the proposed locations from the Landlord. All cutting, patching and core-drilling requires written approval by the Landlord before initiating this work. Tenant Contractor is responsible for repairing any damage to reinforcing steel, conduit, wiring, piping, etc., resulting from this operation.
  - a. Weatherproofing of all roof penetrations must be performed by the Landlord's authorized roofing contractor at the Tenant's expense.
  - b. Floor penetrations in upper level spaces with concrete must be core-drilled. All penetrations must be sleeved and sealed with one pipe permitted per sleeve.
  - c. The floor and roof structure vary. Verify all cutting with existing structural drawings.
  - d. All upper level floor penetrations shall be completely sealed to prevent permeation of odors or liquids to the space below.
  - e. All floor penetrations and patching shall conform to the structural and fire rating requirements; such work shall be paid for by Tenant directly and must be approved by the Landlord.
  - f. All floor penetrations shall be x-rayed at the Tenant's expense and approved by the Landlord.
  - g. All roofing work shall be done at the Tenant's expense by Landlord-approved roofing contractors.

## **E. Project Completion**

1. After the Tenant notifies the Landlord that the Project is completed, the Landlord's TI Coordinator shall perform a final inspection of the project as required in the approval letter.

2. Tenant shall provide for record drawings all disciplines based on contractor “as-built-markups.” Tenant shall submit in the following format: two sets of record drawings to the Landlord Department after completion of the project. One copy shall be computer aided drafting (CAD) format, and the second copy shall be as-built drawings sealed by an Arizona registrant. This is required by Phoenix City Ordinance G-3106 and must be met prior to authorization of future projects at the site.
3. All Tenant installed property outside the Premises is to be clearly labeled per Airport standards so the owner of the item can be identified. This includes the following but not limited to:
  - a. Electrical equipment
  - b. Roof top mechanical equipment
  - c. Satellite dishes
  - d. Plumbing line