

# TENANT HANDBOOK

Rev. April 30, 2008



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# GLIMCHER

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# Introduction

**MERRIT SQUARE MALL**, a single level enclosed retail center, encompasses nearly 900,000 square feet and contains approximately 290,600 square feet of specialty retail space, theaters, and four anchor stores ( JC Penney, Sears, Burdines, and Dillard's).

**MERRITT SQUARE MALL** is conveniently located at the intersection of East Merritt Island Causeway (State Road 520 and Sykes Creek Parkway) on Merritt Island, Florida.

# PROJECT DIRECTORY

## PROJECT CONTACTS

### Landlord Representatives: Tenant Coordinator

The tenant design coordinator reviews all Tenant plans and acts as the liaison between the Tenant and the Landlord. Tenants should submit all Tenant design information to the tenant design coordinator.

#### Glimcher Development Corp.

Attn: Amy Rice  
150 East Gay Street  
Columbus, OH 43215  
(614) 887-5683  
Fax (614) 621-9331

### Merritt Square Mall on Site Contact:

Attn: Merritt Square Mall Operation Manager  
777 East Merritt Island Causeway  
Merritt Island, Florida 32952  
(321) 452-3272  
Fax (321) 452-7076

### Local Utility Services:

**Gas:** City Gas Company of  
Florida  
4180 South U.S. Highway No. 1  
Rockledge, FL 32955  
(321) 636-4757

**Electric:** Provided By Mall

**Water:** City Of Cocoa  
600 School Street  
Cocoa, FL 32922  
(407) 639-7677

**Telephone:** Bell South  
(407)780-2800  
(800) 752-0115

### Building Officials:

**Building Department:**  
Brevard County  
2725 St. Johns Street  
Viera, FL 32940  
(321) 633-2072

**Health Department:**  
Brevard County Consumer  
Health  
2725 St. Johns Street  
Viera, FL 32940  
(407) 633-2100

**Fire Department:**  
Brevard County Fire  
Department  
2725 St. Johns Street  
Viera, FL 32940  
(407)633-2072

# STOREFRONT DESIGN CRITERIA

## STOREFRONT CRITERIA

A three dimensional storefront design that creates a street-like presence is strongly encouraged. Recessed entrances, high display windows, articulated display windows and creative use of different materials and textures are encouraged. National and regional Tenants will be required to modify their standard storefront designs to comply with these criteria.

Storefronts shall be a minimum of 80% visually open, and a maximum of 50% physically open with no single storefront opening greater than 9'-0". Storefronts shall be 12'-0" high.

All storefront elements exposed to view are required to be finished consistent with the overall storefront design. If a mall structural column falls within the storefront or Display Area, the Tenant is required to create the appropriate architectural elements to incorporate the column into the design. Unincorporated structural columns are not permitted in the storefront of Display Area.

No portion of the storefront may extend past the lease line, except as noted in the signage section. Tenant's floor material is required to be installed flush with the mall flooring. The Tenant is required to install mall flooring, at tenant's expense, to closure. The Tenant's floor material is required to be separated from the mall flooring with the use of a zinc terrazzo edge strip and sealant joint. The Mall Operations Manager should be contacted for all flooring availability. Tenant's floor material must extend to the sill track or any such line of closure.

Storefronts are required to have a minimum 6" base of durable material.

The Tenant is required to extend one layer of 5/8 inch type "X" fire-treated gypsum board sealed to the metal deck on the interior side of storefront partition if not already done so.

Rolling grilles must be a straight link pattern open grille (no lexan inserts) by Dynaflair, Legionaire or equivalent as pre-approved in writing by Landlord. All grilles shall have a silver anodized finish. Grille guides and enclosures must be incorporated into the architectural elements of the storefront. All exposed elements of the grille must be finished in a manner that matches adjacent finishes.

Storefront mounted control devices and key switches must be mounted so that they do not face the common mall and may not be mounted on neutral piers.

Cover plates are to match adjacent storefront materials.

All structural components for the storefront and any overhead work, such as rolling grilles, must be supported from the floor. The mall roof structure may be used for lateral support only. Nothing may be attached to deck above.

## **STOREFRONT MATERIAL**

The success of the storefront depends, in a large part, on the appropriate selection and detailing of materials. Special attention should be paid to particular situations, such as the joint between the two panels of the same material, changes in plane, the joint between different elements and the intersection of the storefront and neutral plane.

### **Acceptable Storefront Materials Include:**

- Decorative finished metals, such as a polished brass, stainless steel and copper with a burnished or patina finish. These materials shall be used as accents only.
- Natural stone materials, such as marble, granite and limestone. Bullnose edges are required on all exposed corners.
- Ceramic tile in subtle patterns created by different textures, colors and sizes are encouraged. Bullnose corners on all exposed edges are required.
- Ornamental glass, such as tinted, etched, sandblasted, stained, backpainted, leaded, or beveled. Tempered glass is required up to 9'-0" above finished floor, and as required by Code. All glass is required to be a minimum of ½" thick.
- Clear tempered glass, butt glazed or with applied mullions in a pattern contributing to the overall storefront design. All glass is required to be a minimum of ½" thick.
- Glass block.
- Any other materials as approved by the Landlord.

### **Restricted Storefront Materials Include:**

- Solid core plastic laminates, when used as accents and in limited quantities only, may be allowed at the Landlord's discretion. No exposed seams will be allowed. All seams must be integrated into the design through the use of reveals, applied trim, or changes in materials.
- Special coatings such as Zolotone and Polymyx may be allowed at the Landlord's discretion. These special coatings will only be considered when

used in limited areas, as accents, when applied to sound, smooth durable substrates and in areas inaccessible to the public.

- “Faux” painted materials on sound, smooth durable substrates may be allowed at the Landlord’s discretion only when used in limited areas and as accents.

**Unacceptable Storefront Materials Include:**

- Simulated materials such as glass block, stone and wood, except as noted in restricted materials.
- Construction grade or rustic wood.
- Plastic laminate which is not solid core.
- Plastic laminate as the predominant opaque storefront materials.
- Pegboard.
- Paint as the predominate opaque front material, except as applied to paint grade wood panels.
- Acrylic glass.
- Cork and cork tile.
- Field Painted metals.
- Any other materials as determined by the Landlord.

**DISPLAY AREA**

The use of creative display techniques in the Display Area (front 4’ of space) is strongly encouraged. A sense of style and drama should be established through the use of innovative merchandising, quality materials and appropriate lighting.

Durable flooring materials such as stone, ceramic tile and wood are required. No carpet or carpet base is allowed in this area.

Tenants are required to provide a gypsum board ceiling with heights as high as possible within the Display Area.

All show windows shall be adequately lighted and ventilated. Lighting shall be an integrated part of the storefront design. Low voltage, pendant mounted, adjustable track and fully recessed incandescent are allowable lighting methods in the Display area.

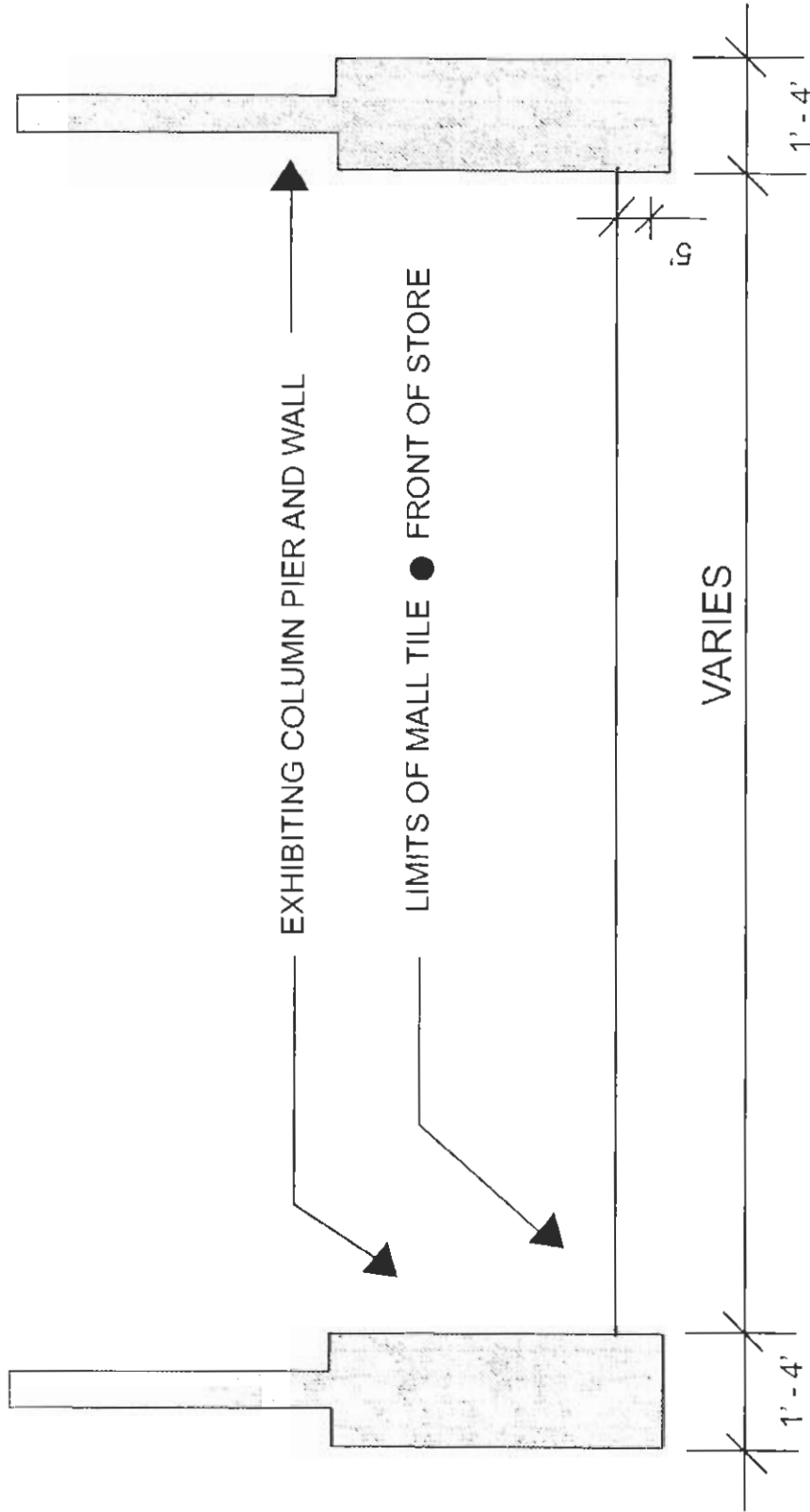
Special lighting and custom fixtures, such as sconces, that enhance the design concept are encouraged. Glare, as observed from the Common Area, is prohibited. All Display Area lighting is required to be on a dimmer. The Landlord shall approve lighting levels and fixtures in public view.

Fluorescent lighting and acoustical ceiling tiles are not allowed in the Display Area.

No checkout counters, temporary sale racks or mass merchandising systems, such as slat-wall or wall standards are allowed in this area.

Electronic surveillance and detection equipment at the Tenant's entry is required to be integrated into architectural elements. Freestanding equipment is not permitted.

# DETAIL (1)



# **STORE INTERIOR DESIGN CRITERIA**

The store interiors should be an extension of the image created at the storefront and Display Area. Complete coordination of these interiors with the storefront is required. All elements within the public view are subject to Landlord approval. The store interior is defined as that area behind the Display area.

## **FLOORS**

Tenants may use durable materials such as stone, wood, ceramic tile and carpet for flooring throughout the interior. When carpet is used, the Tenant is encouraged to use patterns or borders to define areas of the store.

## **CEILINGS**

Tenants are required to provide a varied ceiling design-throughout the interior. The ceilings are to be constructed of a combination of plaster, fire rated gypsum board and/ or Landlord approved acoustical ceiling tiles which include concealed spline, 24"x24" tile with tegular edge, or a 24"x48" acoustical with a "second look" and tegular edge. Ceiling heights shall vary within the tenant space. A full ceiling of ceiling tile shall not be allowed. Standard 24"x48" plain ceiling tile is permitted only within storeroom areas. Ceilings in the Tenant's stock area are at the Tenant's option.

Combustible materials are not permitted above the Tenant's ceiling. All ceiling suspension systems must be fastened to the roof structure. The mall steel deck is not to be penetrated or fastened to by any Tenant construction.

## **WALLS**

Interior demising walls are to be constructed of 5/8" fire rated gypsum board, sealed to the floor and roof deck, on Landlord provided metal studs. For existing demising walls, Tenants shall extend 5/8" Type X fire rated gypsum board to the underside of metal roof deck if not already done so. All other partitions are required to be constructed of fire rated gypsum board on metal studs.

All walls shall have some type of finish. Exposed surface mounted standards shall not be allowed. Exposed concrete or concrete block walls are not allowed in areas visible to the public. Some retail operations with sound levels considered by the Landlord to be disturbing to others will be required to provide a sound attenuation separation between adjoining Tenants or mall common area.

All base material is required to be of durable material. Stone, painted or stained wood, ceramic tile and stainless steel are all acceptable. Vinyl or rubber base is not allowed in any areas visible to the public.

The following materials are not allowed as a wall material in the store interior areas visible to the public:

- Wood grained or laminates.
- Carpet
- Pegboard
- Pattern plastic
- Glass block
- Any other materials prohibited by the Landlord.

## **INTERIOR LIGHTING**

The interior lighting design scheme should also enhance the image created at the storefront. All interior fixture types and brightness are subject to Landlord approval. Care must be taken in the selection and location of decorative fixtures, such as sconces or pendants. These fixtures should enhance the overall design theme.

All fluorescent, incandescent and H.I.D. lighting is required to be fully recessed or indirect. Fluorescent light fixtures must be 2'x2'. Fluorescent light fixtures, with the exception of PL downlights, are to be fitted with silver metallic finish deep cell parabolic diffusers. No bare bulb fluorescent or acrylic diffusers are allowed in areas visible to the public. Flashing lights, chaser lights, excessively bright lights or any other lighting deemed a nuisance by the Landlord is not allowed.

Track lighting shall be high quality halogen MR-16 heads or similar, quartz or incandescent fixtures.

Exit light fixtures visible to the public shall be clear acrylic, edge lit type: the Precise Collection, by Lithonia.

Emergency lighting fixtures shall be recessed type- ceiling mounted.

All display cases must be adequately lighted and ventilated. Light sources in display cases must not be visible.

## **RESTROOMS**

Tenants with the possible exception of the food court Tenants, shall furnish toilet facilities accessible to the public and store employees. These facilities shall comply with the Standard Plumbing Code, State of Florida Handicapped Code, Americans with Disabilities Act (ADA) and all applicable codes as enforced by local authorities.

# **SIGNAGE DESIGN CRITERIA**

The purpose of the following design criteria is to afford each Tenant with basic guidelines for providing a high quality graphic image which promotes individual retailing concepts, and easily blends with the aesthetic design theme of the entire shopping center. A variety of quality signage techniques are allowed to give the Tenant flexibility in projecting their retail image.

## **SIGNAGE GOALS**

Tenants are encouraged to implement design strategies that integrate storefront signage into the overall graphic image projected by the storefront design while serving as an expression of the merchandising within. Creativity and individuality are encouraged.

## **GENERAL SIGNAGE CRITERIA STOREFRONT**

Tenant signage is prohibited on the mall bulkhead and neutral piers. Only one sign is allowed at each storefront façade. All signage elements shall be designed as an integral part of the storefront design.

Sign makers labels shall be concealed from Public view as allowed by local ordinance. Signage construction and installation shall be in accordance with applicable codes.

A dimmer shall control signage incorporating neon or incandescent lighting. The brightness of these signs shall be subject to Landlord's approval. Illumination of signs shall be controlled by a 24-hour timer and programmed to be illuminated as specified by the Landlord.

All neon shall be installed with PK housings concealed from public view. Back painting of neon tubes is required where neon is to be installed over a reflective surface. All storefront signage shall be illuminated- internally or externally.

Electrical signs shall bear the UL label as required by applicable codes. The UL label shall be concealed from public view.

Electrical service to signage shall be connected to Tenant's electrical service.

All electrical apparatus as well as electrical connections to signage- not integral to the graphic design of the sign- shall be concealed from public view.

"Light leaks", which are not integral to the graphic design, will not be permitted and must be repaired immediately.

All necessary access panels shall be located at store side of signage and designed as an integral part of the graphic design. Access panels shall not be recognizable as such.

Threaded rods or anchor bolts- concealed from public view- shall be used to “float” elements from a “mounting surface”. Angle clips are not acceptable for this purpose.

All fasteners shall be constructed of hot-dipped galvanized iron, stainless steel, aluminum, brass, bronze or black iron materials and finished appropriately.

Threshold signs are encouraged within storefront entries and shall be constructed of durable materials. Carpeting, rubber, vinyl, and other such materials that are deemed low quality are prohibited. ADA guidelines shall be adhered to with regard to design and construction of threshold signs.

Temporary signs located within the Display Area shall be of professional quality. These signs shall not be in any way applied to the storefront. Temporary signs of this nature shall be incorporated into the design/display of the Display Area.

Credit card signs shall be located at the vicinity of the cash register only.

Signature signs will be allowed at the Landlord’s discretion and shall be restricted to gold, silver leaf, or material made specifically for signature signage. Signature signs shall not exceed a height of 4”. No lights shall be permitted on signature signs.

#### **INTERIOR SIGNAGE SIZE CRITERIA**

Length and height of storefront signage shall be proportional to the overall size and design of the storefront. The overall length of storefront signage shall be no greater than one-half the width of the storefront or exceed fifteen feet (15’). Signage is to be a minimum of 24” from either neutral pier. Overall height of storefront letters/signage shall not exceed fourteen inches (14”) in height when utilizing letters of one size. When combining upper and lower case letters, upper case shall not exceed 16” and lower case shall not exceed 12” in height.

Signage elements may project a maximum of 4- 1/2” beyond storefront/lease line at Landlord’s discretion.

#### **PROHIBITED SIGN TYPES**

The following sign types are prohibited within the Display Area of the storefront. Signage types not included herewith shall be subject to approval.

- Signs that incorporate exposed fluorescent lamps.
- Metals can letters with plexiglass faces. Any/all metal can letters shall be wither open-faced channel letters or reverse channel letters. Signs constructed of paper, fabric, cardboard, and Styrofoam type materials, formed plastic, injected molded

plastic, or other such materials which do not provide a sense of permanence or quality.

- Signs that incorporate animated components, moving of flashing lights, or smoke emitting components.
- Signs that are attached with suction cups or tape.
- Signs which are not illuminated or externally accentuated by a remote source of illumination.
- Signs which are constructed of luminous vacuum-formed plastic letters.
- Signs which are constructed of die-cut vinyl letters.
- Signs that are constructed of material deemed unsuitable by Landlord.

# **FOOD COURT TENANT DESIGN CRITERIA**

## **FOOD COURT**

The Food Court at Merritt Square Mall has been designed to exhibit a relaxed and casual atmosphere. Each Tenant is charged with developing a space that compliments the overall character and ambiance of the Food Court while projecting the individual Tenant's merchandising techniques.

## **FOOD COURT DESIGN CRITERIA STOREFRONT**

### **SERVING AREA**

The Serving Area consists of the area at the front of each store behind the lease line and in public view. Included in this area are all counters, display windows (if any), fixtures, equipment, graphics, signs, menu boards, materials, finishes, colors and lighting. All elements listed above must be integrated into a successful overall design.

Any wall visible to the public shall be clad with a durable material, tile or similar. No painted surfaces shall be allowed at any areas visible to the public.

Grills and fryers or other similar equipment located at the storefront counter shall be set back a minimum of 7'-0" from the Lease Line and Tenant shall be responsible for maintaining adequate exhaust vents at all times. The Landlord, at its discretion, may allow grills and fryers with decorative hoods at the front counter if the cooking display is consistent with the quality expected for Merritt Square Mall. The Tenant is to design the system to protect the public from any hazard.

All areas must be adequately lighted and vented. The Tenant shall provide a high level of illumination within the Serving Area. Direct visual exposure of incandescent bulbs and/or fluorescent tubes is not permitted, including warming lamps. Only recessed or concealed lighting will be permitted in the Serving Area. All fixtures are subject to Landlord's approval.

Tenant neon sign shall follow sign limitations in size as indicated in Sign Criteria herein.

Tenant counter fronts shall be constructed with materials limited to ceramic tile, marble, corian, or similar, granite, AWI premium grade wood or similar monolithic products in a design approved by Landlord.

Optional glass display counters will be permitted to a 4'-8" maximum height, but must be constructed of clear glass and stainless steel, and set on the standard base detail.

Stock storage rooms are not to be visible to the public.

Storefronts will be designed and fabricated to abut the demising pier. All storefront treatments must be the full height and width of the permitted opening.

All sneeze guards are to be custom designed as an integral part of the front counter. They shall be constructed of glass and stainless steel.

Tenant equipment on counter is to be set back a minimum of 8" from the counter front edge. No Tenant equipment will protrude higher than the 6" (maximum) above countertop. Beverage machines and other "miscellaneous equipment" on front counter are subject to design review and must be recessed into the countertop.

No trademarks or logos will be allowed with the exception of beverage dispenser handles. All cash registers shall be recessed.

No simulated wood grain finishes will be permitted on equipment within public view.

All napkin holder, straw dispensers, and plastic utensils must be kept off the sneeze guard.

All Food Court Tenants shall install a forced draft ventilation system to maintain negative pressure within the Tenant's space. Discharge of the ventilation system is to be through the roof and so located as to avoid entering the intakes of other systems.

Tenant menu boards shall be specifically designed for Merritt Square Mall. No expanded plastic signs, paper signage, or "trade name" promotional menu boards are permitted. Menus and signage behind serving counters are important elements of the Food Area design and must have the specific approval of the Landlord. Menu boards are critically important to storefront design and must be integrated with all graphics and merchandising design.

All metal work to be stainless steel and no galvanized metal in areas visible to public.

All Tenant items within the public view are subject to the Landlord's review and approval. See Menu board Regulations.

"Grease Guard" systems laid over a neoprene mat is required for all Food Court Tenants.

The counter-top is recommended to be compatible with counter front. Tenant countertop finish may be:

- Ceramic tile
- AWI custom or premium grade wood or wood veneer
- Stainless steel
- Marble or granite

- Clear glass
- Solid acrylic fabrication

If wood is used as a countertop material then runners are required to be installed on the countertop to minimize damage to the wood.

Countertops are not to exceed 3'-6" in height above the finished floor, and shall comply with any/all applicable ADA requirements.

Closures are not required and an overhead grille is at Tenant's option and shall be floor supported and concealed in the ceiling and behind the serving counter. Track and guides shall be completely concealed. Quarry tile floors are to be used throughout the premises.

## **FOOD COURT SIGN REGULATIONS**

Tenants are encouraged to employ a graphic sign consultant to achieve a high level of creativity and uniqueness. Letter size is relative to total sign composition and will be judged and approved accordingly.

Tenant's sign/graphics should be the focal point of a well integrated over all storefront design. "Signs" will be viewed on how well the design accomplishes this. Any additional signs or advertising may not be displayed within the Design Control Area unless specifically approved in writing by the Landlord.

All displays (if any) shall be illuminated during the hours the mall is open.

The primary signage shall be double stroke exposed neon or open faced channel letters. Neon signage is to meet all applicable codes. Colors of tubing are not limited; however, Landlord shall judge proposed sign colors based on all signs submitted and approved or recommend a sign color. Landlord's decisions are final. PK housings (glass electrode housings) are required.

Food court Tenants are required to provide a blade sign on an existing blade sign framework next to their storefront. A sign panel will be designed, provided and installed by the Tenant at the Tenant's expense. Blade signs are limited to trade name and logo only. All graphics (text and logo) must be three-dimensional. The colors and graphics are required to reinforce the Tenant's design theme.

## **MENU BOARD GUIDELINES**

A Tenant menu board shall be provided within the demised premises of each Tenant in the Food Court area. The Menu Board shall be integrated with Tenant graphics and merchandising design, shall be recessed on the Tenant soffit. Landlord must approve the final location of the menu board. The menu board shall be internally illuminated. Graphics and photomurals are encouraged. The finish of the menu board and frame is to

be compatible with the Tenant's design and interior. Finishes must be submitted to Landlord for review and final approval.

No plastic signs, paper signage, hand-printed signs or other additional promotional signage is permitted on menu board.

Tenant shall submit menu board design drawings illustrating fabrications, layout, letter style, color, and illustration of photography for approval by Landlord.

Menu boards are not permitted within the first 4'-0" behind the back of the front counter line. Menu board maximum height shall be 3'-0" with a minimum clearance of 8'-0" to the bottom frame.

Menu board signage shall be of a modular system adhering to both Tenant's designed dimensions and these guidelines.

# KIOSK CRITERIA

Located within designated zones throughout the mall are potential kiosk locations. Kiosks are required to be designed and constructed in compliance with this criteria, local building codes and federal regulations. The kiosk Tenant is responsible for the design, fabrication and installation of kiosk cabinets, finishes, lighting and signage. The Tenant's design must complement the design of the mall, while providing a comfortable and exciting space to display and sell merchandise.

Countertops may not exceed 3'-6" above the floor and should be internally illuminated. Only signage and accent lighting are permitted above the countertop. The decorative structure supporting the signage and accent lighting is to be see-through. Overhead structure supports shall specifically not be located at the four corners of the outside counters. Landlord recommends incorporating the supports into the design of the center island. All construction must be completed in a professional, workman-like manner. Quality construction and proper detailing are vital to the success of the kiosk program.

Countertops and counter faces may be constructed of any of the following:

- Natural stone such as limestone, marble, or granite.
- AWI (American Woodwork Institute) custom or premium grade wood or wood veneer in oak, maple, ash, cherry or mahogany. Solid stock corners and bullnoses are required. Finishes may be clear, stained, or ebonized.
- Solid color core plastic laminates (Colorcor, Solicor, etc.)
- Solid Acrylic fabrications (Corian, Avonite, Surrell, etc.) in colors that compliment both the product and the mall.
- Shop painted or shop finished metals including distressed metals such as copper.

Countertop and counter faces may also consist of glass display cabinets framed in any of the previously noted materials. Polished metals such as stainless steel and anodized aluminum may be used as accents only.

Particular attention must be given to the joinery between panels and changes of materials. The use of reveals, applied trim and other methods of assisting the transition of panels is required.

The kiosk base must consist of a 6" high base of mall tile recessed 4" from the counter face.

Two kiosk signs are allowed and are required to be located on the ends of the kiosk facing the axis of the common mall. One logo per Tenant is permitted and is not to exceed 15". No temporary or permanent signage is allowed anywhere else on the kiosk with the exception of sale information in the display cases only.

Rear doors of display cabinets shall be solid, no mirrored or glass doors shall be allowed.

Cabinets are to be free standing and are not allowed to be fastened to the floor. The employee area of the kiosk shall be covered with a layer of commercial grade carpet- as approved by the Landlord- loose laid with no adhesive. The interior base may be either carpet or wood. Vinyl base is not allowed. Center islands are required to be no higher than 3'-6".

If any of the Tenant's equipment (i.e., cash register, fax machine, card reader, etc.) is to be located on the countertop, then it is required to be recessed into the cabinetry. No equipment shall extend above the countertop more than 4". Cabinetry must be designed to accommodate the placement of trash receptacles, merchandise, packaging, and storage items. The floor area of the kiosk is required to be kept clear of all items except seating at all times.

Kiosk Tenants will be allowed to provide one stool or chair per employee working in the kiosk. Seating height may be no higher than the countertop.

The Landlord at the Tenant's expense will repair any damage to the Landlord's property.

Selection of seating must be compatible with the kiosk design. Lighting of the kiosk is to be accomplished from the kiosk itself. No mall supplemental lighting is available. Lamp types may be high quality incandescent, quartz halogen, metal halide or tungsten. Concealed fluorescent lighting may be used to illuminate display cases only.

Electrical and telephone service to existing kiosks comes "as is".

New kiosk locations will be provided with a 30 amp, 120-volt electrical service via a junction box in the floor.

New kiosk locations will be provided with a separate telephone conduit with pull strings for telephone service, sized to accommodate dedicated lines for personal telecommunication, fax communication, and a cash register and a credit card authorization reader. This conduit will be terminated at the same location as the electrical conduit. The Tenant is responsible for the installation of communication lines. The Tenant shall provide a complete electrical power and telephone system within the kiosk.

It is the Tenant's responsibility to make all of the electrical and telephone connections.

Kiosk Tenants are responsible for the security of their own kiosk units and the merchandise stored within them. The Tenant shall provide all security devices and locking devices. Drapes and shrouds are not acceptable.

The Landlord reserves the right to reject any portion of the kiosk design if, in the Landlord's opinion, the kiosk design does not have the character or quality expected for the mall.

# MECHANICAL & ELECTRICAL DESIGN CRITERIA

## GENERAL

All plans, specifications and calculations shall be prepared under the supervision of a Florida licensed Professional Engineer and submitted to the Landlord for approval.

All work shall be done in accordance with the current applicable codes and Constructions Rules & Regulations.

All work shall be performed in a workman-like manner and shall be in good usable condition when completed. Tenant shall require any person performing such work to guarantee the work to be free from any and all defects in workmanship and materials for one (1) year from beneficial use of acceptance. Tenant shall also require any such person to be responsible for the replacement or repair, without additional charge, of any and all work done or furnished by or through any such person who shall become defective within one (1) year after beneficial use or acceptance. The correction of such work shall include without additional charge, all expenses and replacement or repair of any part of the work that may be damaged or disturbed thereby. All warranties or guarantees as to materials or workmanship on or with respect to the Tenant's work shall be contained on the Contract of Subcontract which shall be so written that such guarantees or warranties shall insure to the benefit of both Landlord and Tenant, as their respective interests appear, and can be directly enforced by either. Tenant shall covenant to give Landlord any assignment or other assurances necessary to affect the same.

## MECHANICAL DESIGN CRITERIA FOR TENANTS"

**Intent:** This document establishes the criteria the Tenant must follow in the design of their systems. The Tenant is to submit calculations and documents for the design and installation. Landlord approval shall indicate conformance with design criteria intent and does not constitute satisfactory system performance or Code compliance that is solely the Tenant's responsibility. The scope of documents shall include the following:

- Heating, ventilating and air conditioning (HVAC) system for the tenant space.
- Tenants will provide their own exhaust fans. Exhaust ducts shall terminate outdoors (above roof) in conformance with code. All roof penetrations by Mall approved roofer.

- Sanitary sewer and vent systems for plumbing fixtures, including connection to Landlord's underground 4" waste line. Sanitary vent shall terminate above roof in conformance with code. Penetration by Mall approved roofer.
- Domestic water service commencing from Landlord's valved connection above ceiling in each space, and provision for Tenant furnished extension to approved Tenant furnished fixtures. All high consumption water users such as restaurants, food court tenants, hair salons, pet stores, and photo stores must install a water meter with a remote reader installed in the rear stock room.
- Wet pipe sprinkler fire protection systems in conformance with code in addition to one already furnished in the base building. All Tenant sprinkler work must be performed by the Landlord's sprinkler contractor at Tenant expense. Requests to drain or test systems must be submitted to the Operations Manager 24 hours prior to test or draining. Any overtime required by mall engineers to be paid by contractor. See Contractor's Rules & Regulations. (\$200.00 charge per drain down.)
- Design criteria are described in the scope of work. Quality of materials and methods of installation are described in the included outline specifications.
- The provision of plumbing fixtures, water heaters, etc., and connections to Landlord's sanitary waste and vent systems will be designed and completely installed under the Tenant contracts after Landlord approval of the drawings. Layout drawings and calculations shall be submitted as described.

#### **HVAC WORK:**

#### **CALCULATION CRITERIA:**

**General:** All calculations shall be in accordance with the latest edition of the ASHRAE Fundamentals Guide and Data Book all applicable codes, requirements and good engineering practice. All calculations shall be submitted for the Landlord's approval and shall be certified by a registered professional engineer. Indoor conditions to be maintained are to be 76 degrees in the summer and 72 degrees in the winter.

**Heating Load:** The spaces shall be calculated to maintain the minimum space temperatures indicated with equipment sized for day heating loads. Day heating loads shall include 50% of load for the installed lighting, but no credit may be taken for the people.

**Cooling Load:** Cooling load calculations shall take into account all interior heat producing items.

**Scope:** The Tenant shall submit to the Landlord calculations for the following:

- Peak cooling load
- Peak heating load
- Instantaneous cooling load for each space served by an individual terminal unit of more than one is required
- Circulated CFM required for peak cooling load
- Instantaneous heating load for each heated space
- Exhaust quantities and static pressure for kitchen exhaust

**Climatic Data:** Cape Kennedy, Florida (28 degrees latitude and 80 degrees longitude)

**Cooling and Heating Load Factors:**

- Roof U=0.125, CLTD=79@ 2:00 PM, ASHRAE
- Roof No. 3 (CLTD= Cooling load temperature differential)
- Cooling Factor =0.125 x 79 = 9.9
- Loads shall be based on the maximum number of people working in Tenant space.
- Ventilation per local Code. The make-up air for the kitchen exhaust hood may accomplish this provided that the make-up air is discharged through the front of the hood.
- Lighting and miscellaneous power at actual consumption.
- Circulated Air Quantity- Tenant's circulated air quantity shall be determined from the following formula.
- Cooling =  $\frac{\text{Total Room Sensible Heat BTU/h}}{(1.08) \times (T1-T2)}$

- Submit one copy of the Sign Shop Drawings. Sign Shop Drawing must include full dimensions, letter style, type, face color, materials, thickness, returns, type of lighting, mounting hardware, electrical requirements and transformer location and access. These may be faxed to (407) 233-9639.
- Mechanical Plan including HVAC calc sheet
- Plumbing Plan
- Electrical Plan including panel schedule and load summary sheet
- Fire Sprinkler shop drawings

### **APPLICABLE CODES**

Construction shall be in accordance with following codes as adopted by the County of Brevard.

- Standard Building Code (1997)
- Standard Plumbing Code (1994)
- Standard Mechanical Code (1997)
- NFPA Life Safety Code (1991)
- National Electrical Code (1996)
- NFPA Fire Prevention Code (1994)
- State of Florida Handicapped Code (1997)
- Americans with Disabilities Act (A.D.A.)
- Brevard County Exterior Signage Ordinance
- All local ordinances having jurisdiction

The list of applicable codes is provided for Tenant's convenience and does not release the Tenant from complying with all applicable codes and regulations. The list above may not be all-inclusive and is subject to change.

## HVAC INFORMATION

- Each Tenant shall provide its own heating and cooling equipment in compliance with these criteria and latest ASHRAE Handbooks. Each Tenant is to provide their own controls and air distribution ductwork. The A/C unit shall consist of an air-handling unit suspended above the finished ceiling and shall be connected to Landlord's Energy Management System. The Tenant should contact the Landlord EMS vendor listed in the rear of the handbook. Electric resistance heating shall not be used. Chilled water and hot water pipes will be provided by the Landlord to the Tenant's space and shall be connected to the air-handling unit by the Tenant (This is not potable water and shall not be used for anything other than connection to the handling units.) Air handling units shall be horizontal draw-through cabinet fan type manufactured by the Trane or Carrier Companies. All air handlers to have emergency/overflow tray under and all condensate drains shall be piped to open sewer connections and insulated (i.e. mop sink or floor sink; not sewer or vent pipe).
- The chilled water temp available at the handling units will be 45 degrees F. Hot water temperature will be 140 degrees F.
- Tenants are encouraged to leave out the ceiling in the area below their air-handling unit if located in the rear stock room.
- Chilled/hot water control valves shall be two-way with bypass.
- Chilled water lines shall be insulated with foam glass.
- Hot water lines shall be insulated with fiberglass.

## KITCHEN EXHAUST SYSTEM INFORMATION

- General: Tenant is to provide their own kitchen exhaust and make up air system. Tenant shall not install any kitchen exhaust system that disrupts the air balance of the mall. Tenant must supply data to the Landlord to show the system balance.
- Kitchen exhaust hoods shall be of the make-up air type such that 90% of the total air exhausted is made up with outside air by means of supply fan. The remaining 10% of the air will be drawn in through the adjacent common area. The Tenant area shall have 10% negative pressure.
- All Food Court and food-related Tenant spaces shall have rooftop grease containment systems by GREASE GUARD. This system shall be installed on the roof around exhaust fan curbs preventing grease from saturating the surface.
- The Kitchen exhaust hood fire suppression system shall activate the automatic gas shutdown.

- A gas leak sensor shall also activate the automatic gas shutdown.
- The kitchen exhaust hood shall be tied into the main Mall's fire alarm system.

## **NOISE CRITERIA**

Mechanical or associated equipment to be installed by Tenant must conform to the following noise and vibration limits:

- It must not produce sounds which emanate into any adjacent occupied areas (not occupied by or leased by Tenant) exceeding 40 dBA~
- In Tenant's premises, it must not produce sound exceeding 40 dBA in normal areas of human activity.
- If floor mounted, it must be on an adequate resilient mounting system to provide at least 95% vibration isolation of all frequencies generated by the machinery or equipment.
- If mounted or suspended from the roof or other structure, it must provide at least 95% vibration isolation of all frequencies generated by the equipment; and the mounting system must be such that no resonance can occur between the equipment and the structure.

## **HVAC EQUIPMENT OUTLINE SPECIFICATION:**

### **Sheet Metal Ductwork:**

- Construction: All low pressure type ductwork shall be fabricated from galvanized sheet metal, stainless steel or black steel in accordance with the standards of the American Society for Heating, Refrigerating and Air Conditioning Engineers and the Sheet Metal and Air Conditioning Contractors National Association.
- Branches from the main low velocity trunk ductwork shall be furnished with splitter dampers or similar balancing devices in general accordance with the standards of the Associated Air Balancing Council.
- Flexible duct used to tie into ceiling diffusers may not exceed 5' -0" in length.
- Ductwork for dishwasher exhaust shall be fabricated rectangular low pressure stainless steel ductwork except that in no case shall this ductwork be less than 20 gauge. Ductwork shall be properly pitched to drain to the hood connection; joints shall be soldered to prevent leaking.
- Range exhaust ductwork shall be fabricated in accordance with code, but must be at least 16 gauge or heavier black steel with all joints welded. Access doors in these

systems shall be in the vertical face of the horizontal run every 10'-0" and at the bottom of the vertical riser.

- Duct insulation: Supply ductwork shall be exterior insulated with 1 ½" thick glass fiber insulation with foil vapor barrier. Supply and return ducts shall not be internally lined.
- Kitchen range hood exhaust ducts shall be insulated with two-inch thick blanked type fiberglass insulation with .20 BTU/h per pound per degree Fahrenheit specific heat, 1,000 degrees design. Any ductwork penetrating two-hour walls is discouraged.
- Air Distribution Devices: Air distribution devices shall be ceiling diffusers installed as required to achieve air distribution in accordance with good engineering practice. Diffusers shall have integral manual volume control devices. All supply air devices shall be model TDC as manufactured by Titus Corporation.
- Fire Dampers: Tenant shall indicate the location of fire dampers on the Store Design Drawings.
- Provisions shall be made for sufficient access to all fire dampers.

**AUXILIARY ELECTRIC HEATING DESIGN CRITERIA:**

Auxiliary electric heating equipment will not be allowed. All heating for air moving equipment shall be accomplished by 140 degree F hot water provided by Landlord. Heating coil, piping, valves, and final connection shall be by Tenant.

**Approved Manufactures:**

- Air-handling Units: Trane, Modular Climate Charger or Carrier equivalent.

**FIRE PROTECTION SPRINKLER SYSTEM CRITERIA:**

- The Tenant shall modify and/or install a wet pipe sprinkler fire protection system in conformance with local Code. All Tenant sprinkler work must be performed by the Landlord's sprinkler contractor at Tenant expense.
- Tenants must install concealed sprinkler heads in the Display and Sales Area.
- All sprinkler heads must be centered in ceiling tiles.

## **PLUMBING SYSTEMS EQUIPMENT OUTLINE SPECIFICATIONS**

### **Domestics Water and Sewer Systems:**

Plumbing work shall conform to good engineering practice and in accordance with the applicable plumbing codes and Landlord's requirements.

### **Sanitary Drainage:**

- Line: Sanitary line should be 4".
- Materials: Underground piping and main pipes shall be service weight cast iron or PVC. Branch drainpipes and vent pipes shall be standard weight cast iron. Vent pipes 2 inches and smaller may be galvanized steel pipe or copper tube DWV weight or heavier. No exposed PVC piping.
- Cleanouts: Tenant shall install cleanouts as required by applicable code and Landlord's requirements and these shall terminate flush with the finished floor or wall. No cleanouts shall be permitted above suspended ceilings. Spacing of cleanouts shall not exceed 50 lineal feet.
- Backfill: Tenant shall backfill all trenches required for floor drainage piping using sand or crushed rock compacted to at least 95% maximum density.

Concrete: Tenant shall complete concrete slab where omitted by Landlord or removed by Tenant for installation of drainage piping. Sub-grade, where disturbed, shall be replaced with 6 inches of crushed rock, compacted to at least 95% maximum density. A vapor barrier of the same type as provided by Landlord shall be provided. Slab shall be 5 inches thick, 4,000 pound concrete reinforced with 6" x6" 6/6 welded wire mesh, with steel troweled finish to match exactly, and be flush with the slab provided by Landlord.

### **Domestic Water:**

- Pipe Material: Domestic water piping shall be Type M copper with wrought copper fittings, joined with ASTM 95-5 solder.
- Installation: Tenant shall install air chambers or shock absorbers in piping system to prevent noise and damage due to water hammer. Branch piping shall have accessible service valves. Tenant shall provide shut-off valves in the supply piping to every fixture.

- High consumption water users such as restaurants, food court tenants, hair salons, pet stores, and photo shops shall install water meters with remote readers located in the rear stock rooms.
- Insulation: Tenant shall insulate domestic hot and cold water piping with ¾ inch thick fiberglass insulation with non-combustible UL rated vapor barrier jacket or close cell flexible insulation equal to-Armaflex 11.
- Water Heating: All heating of domestic water shall be accomplished using electric water heaters. Heaters may be of the storage or instantaneous type and shall be UL listed. Tenant shall provide hot water recirculation piping and pumps if necessary to adhere to good engineering practice. Tenant may choose to use gas, which is available at the site, by providing a separate gas line from the meter banks outside the building at their own expense.
- Tenants may not install under sink sump pump tanks.

#### **Fire Protection System:**

- For all cooking equipment exhaust hoods the Tenant shall install a CO2 fire extinguishing system or approved equivalent.
- The Tenant shall also provide CO2 hand held fire extinguishers as required by the local fire Marshal.

#### **Contract Document:**

- Each Tenant shall submit drawings and schedules for approval.

#### **ELECTRICAL WORK BY TENANTS:**

Tenant electrical design shall not exceed 25 watts/sf of the Tenant gross LaSalle area without prior approval by Landlord and shall be based upon the following design conditions:

- Materials, products and equipment, including components thereof, shall be new and appear on the Underwriters Laboratories list of Approved Items, and shall meet requirements of ASTM, IEEE, IPCEA, NEC, NEMA, RLM, CBM, and other recognized standards and shall be sized in conformity with requirements of the National Electrical Code and other applicable codes, whichever are more stringent.
- All panel boards shall be of the 3-phase, 4-wire, distributed phasing type.
- Transformers shall be 277/480 volt 3-phase, 3-wire to 120/208 volt, 4-wire, 3 phase to provide electrical power to outlets.

- Contractors for control of show window lighting and signs shall ASCO Bulletin, 920 Series, enclosed, electricity operated, mechanically held. Time switches for control of show window lighting and signs shall be Sanghamo type L-12 or equivalent.
- Landlord will provide Tenant a fusible main switch and meter socket in areas where permitted by Code, and where shown on the plans, for the power supply for Tenant's lighting and miscellaneous power.
- Landlord will provide an empty service conduit for power, for Tenant.
- Where the Tenant's fusible switch is used, Tenant shall provide Bussmen Type RKI fuses and extend wire to the premises.
- Tenant's electrical contractor shall install meter purchased from the mall. Where CTs are required, the Tenant shall provide and install a CT cabinet. The Tenant shall provide the service equipment for lighting and miscellaneous power services within the respective premises.
- All conductors shall be soft drawn annealed copper.
- The Tenant shall pay telephone installation and service charges directly to the telephone utility company furnishing the installation and service.
- Disconnect switches shall be fused or non-fused standard duty NEMA type as required by code manufactured by Square "D" or equal in enclosure suitable for the application.
- Manual motor starters with overload protection may be used for fractional horsepower motors. Single-phase starters shall be Square "D" or equal. Three phase starters shall be provided with overload device in each phase. Magnetic motor starters shall be used for integral horsepower motors. Combination starters, when used, shall contain fusible switches. Reduced voltage starters shall be used for all motors larger than 25 H.P. at 208 volts and 95 H.P. at 460 volts.
- Lighting fixtures shall be as follows: Fluorescent fixture shall be for either rapid start or slimline lamps with high power factor ballast. Preheat and/or trigger start fixtures shall be used only in special applications requiring lamps less than 4 feet in length. Incandescent fixtures shall be as required by the Tenant. HID lamps shall have self-extinguishing mechanisms. Downlight fixtures using metal halide lamps shall have protective lens.
- Motors shall be designed to latest NEMA standards; Motors rated ½ H.P. and larger shall be 3-phase, 208 or 460 volts. Motors rated less than ½ H.P. shall be single-phase 120 volts.

- Hot water heaters and space heating equipment shall be connected to the Tenant's electrical system.
- Air conditioning systems for Mall Tenants shall be connected to Tenant's electrical system.
- Provide a light and convenience outlet near all Tenant mechanical equipment above fixed suspended ceilings. Switch to light shall be located near access panel to ceiling space and shall have continuous lighted pilot for ease of location.
- The following equipment shall be identified with engraved Bakelite nameplates as to name and/or function: distribution panel, lighting panels, motor starters, push button stations, and the disconnect switches.
- All electric work shall be installed to be readily accessible for operation, servicing, maintaining and repairing. Hangers shall include all miscellaneous steel, such as channels, rods, etc., necessary for the installation of work and shall be fastened to steel, concrete or masonry, but not to piping. All conduits shall be concealed where possible. Exposed conduits shall be in straight lines parallel with or at right angles to column lines or beams and separated at least 3 inches from water lines wherever they run alongside or across such lines. Conductors shall be in conduit, ducts, or approved raceways.
- Grounding shall be as follows: conductors-in conduit; connection-bolted or brazed, connected to cold water lines and building steel "red iron" for all neutrals of transformers.
- Tenant shall install nameplate in landlord's electrical room with Tenant's name and space number.
- The Tenant's estimated coincident demand load will be based upon the sum of:
  - 100% of the connected lighting load;
  - 50% of the connected load on all circuits supplying miscellaneous power and receptacle outlets;
  - 50% of the spare breakers and spaces for future breakers calculated at 70% of the circuit ampere rating times circuit voltage times the number of poles and;
  - 100% of the greater load supplying fans and electric air conditioning.

Lighting loads shall be computed for incandescent loads, for fluorescent loads, for fluorescent and/or high intensity discharge loads using rated wattage and ballast, plus 10% power factor correction rounded off to the nearest 25-volt amperes.

Kitchen equipment, including refrigerators, freezers, ect. Demanded at 70%.  
Electric hot water heaters demanded at 70 %.

- Equipment loads – name plate volt- amperage.
- Other than specifically set fourth in the preceding paragraphs, all electrical work shall be in accordance with the National Electric Code and all other codes authorities having jurisdiction.
- Tenant shall complete plans and specifications for Landlord’s approval for all electric work, including lighting, power and riser diagrams.
- Tenant shall have Landlord’s written approval before any work is started.
- Tenant shall perform all electrical work and shall submit all calculations in accordance with the National Electric Code (except where modified by local ordinance) and in accordance with good engineering practice. All calculations shall conform to the appropriate article in the National Electric Code. Calculations shall include all branch circuits and feeder (service) tabulation. All calculations are to be expressed in watts or Kilowatts.

# **SUBMISSION REQUIREMENTS**

## **GENERAL INSTRUCTIONS & REQUIREMENTS**

All correspondence is to be identified with the Tenant's trade name; Landlord's designated space number, and shopping center name.

Prior to application for building permits, Tenants with food operations shall submit the required number of complete sets of construction documents to the Health Department.

## **SPACE ADDRESS**

During construction and for permanent use after the shop is open, add the name of the company and space number designated by Landlord to the address shown below:

(Tenant's Name)  
Merritt Square Mall  
(Post Office Designated Street Address)  
Merritt Island, FL 32952

\*available from Management Office  
Phone No. (321) 452-3272

## **DRAWING SUBMISSION REQUIREMENTS**

### **ARCHITECT AND ENGINEER REQUIREMENTS**

All drawing and information submitted for Landlord review must be signed and scaled by an Architect or an Engineer registered in the State of Florida. A licensed Architect must prepare all architectural drawings. The Tenant's Architect must engage the services of a registered engineer for the preparation of mechanical, electrical, plumbing and fire protection drawings.

The drawings are to be prepared in strict accordance with the Tenant Criteria and any addenda.

## **PRELIMINARY REVIEW**

The purpose of this review is to speed up the design approval process and to ensure early acceptability of the proposed design, and the timely approval of the final construction documents. Strict adherence to the requirements of the Tenant Design Handbook will greatly assist in expediting the review process. Preliminary fixture layout must be included for review. See below for preliminary submission requirements. The preliminary plans are required 30 days after lease execution or other date as indicated in the executed lease.

Submittal of sepias to the Tenant Coordinator and two blue-line copies is required.

## **PRELIMINARY SUBMISSION REQUIREMENTS**

The Preliminary Submission is to include the following:

- Floor Plan at ¼" – 1'0"
- Reflected Ceiling Plan at ¼"-1'0"
- Storefront Section
- Material Sample and Color Board
- Rendered Storefront Perspective of Elevation, or Photograph of a similar storefront

**Submit one set of reproducible sepias of the preliminary submission drawings to the Tenant Coordinator and two (2) sets of blue-lines.**

The Tenant Design Coordinator will review the preliminary submission and notify the Tenant or the Tenant's Architect of any required corrections to meet with the Landlord's approval. The Tenant's Architect is to revise the drawings accordingly and resubmit the preliminary drawings for Landlord's approval. Final drawing preparation should not begin until preliminary approval is granted.

## **FINAL REVIEW**

Upon preliminary design approval the Landlord will review final Construction plan Documents for compliance to Tenant Design handbook and for conformance to drawing and specifications changes noted in the preliminary review. The tenant is required to resubmit final drawings until approved by the Landlord.

See below for final submission requirements. Final plans are required 30 days after Landlord approval of the preliminaries or other date as indicated in the executed lease.

**Send (1) set of signed and sealed reproducible construction plans and specifications and two blue-line copies to the Tenant Coordinator.**

One (1) set of plans will be returned with the Landlord's comments thereon noting approval or disapproval.

Approval of the Tenant's construction plans and specifications by the Landlord is for design intent only and does not release the Tenant from complying with all applicable building codes governing regulations.

## **FINAL SUBMISSION REQUIREMENTS**

Upon preliminary design approval, submit the following:

- Key Plan showing location of premises within the Center
- Floor Plan at  $\frac{1}{4}'' = 1'-0''$
- Longitudinal section  $\frac{1}{4}'' = 1'-0''$
- Interior Elevations at  $\frac{1}{4}'' = 1'-0''$
- Reflected Ceiling Plan at  $\frac{1}{4}'' = 1'-0''$
- Storefront Plan, Section and Elevation with actual sign design shown at  $\frac{1}{4}'' = 1'-0''$
- Partition wall sections at  $\frac{1}{4}'' = 1'-0''$
- Plan Detail at Neutral Pier at  $1 \frac{1}{2}'' = 1'-0''$

# LANDLORD/TENANT REPOSNSIBILITIES

Following is a summary of typical Landlord – Tenant responsibilities. Refer to the Tenant’s lease for actual responsibilities.

## **LANDLORD WORK AT LANDLORD EXPENSE:**

- Parking areas and access roads
- Building shell and related facilities
- Common use service corridors, where required
- Mall frontage vertical neutral strips
- Demising studs

## **LANDLORD WORK AT TENANT’S EXPENSE:**

- Expansion pre-opening services consisting of trash dumpster service, sanitary facilities, and Tenant coordination services.
- Utility Connections:
- 4” sanitary sewer line stub to or near demised space.
- ¾” domestic water stub to or near demised space or as specified in the lease
- Sprinkler main stub to or near demised space
- Empty conduit from Landlord’s electrical room to or near the demised space.
- Empty conduit from Landlord’s telephone room to or near the demised space.
- Sprinkler drain down
- Supervision of the final electrical connection in the Landlord’s electrical room.
- Construction barricade.
- Directory, rear service corridor and “coming soon” signage.

## **TENANT WORK AT TENANT’S EXPENSE:**

- Drywall materials for interior and demising wall surfaces
- JVAC air handling unit and air distribution and exhaust system.
- Electrical power distribution and lighting system
- Fire protection system
- Plumbing facilities
- Smoke/Fire Alarm system
- Ceiling systems
- Concrete slab and floor covering
- Wall covering materials
- Storefront to include display windows, gates, or doorways, wall treatment and signage.

- Trade fixtures and furnishings
- Rear service vestibule/door
- Telephone system
- Roof penetration work by Landlord's designated sprinkler contractor
- Structural work
- Purchase and installation of Landlord's floor tile from the lease line to Tenant's closure line
- Natural gas piping from meter to premises.
- Disconnect switch and meter socket in Landlord's electrical room.

# **SUBMISSION FORMS**

## **TABLE OF CONTENTS**

1. Cooling Load Form
2. Heating Load Form
3. Ventilation Form
4. Air Conditioning Unit Scheme
5. Plumbing Equipment Form
6. Natural Gas Load Form
7. Certificate of Air Balance
8. Exhaust Fan Schedule
9. Electrical Load Submission Form

# CONSTRUCTION PROCEDURES

The following list of construction procedures for Contractors working at Merritt Square Mall is intended to supplement those criteria specified in the Tenant's lease under "Description of Landlord's Work and Tenant's Work." At its sole discretion, Merritt Square Mall may add to or delete from this list any rules/or regulations it deems necessary. The rules, regulations, charges and fines are effective immediately.

**PRE-CONSTRUCTION REQUIREMENTS:** The Tenant's General Contractor may start construction only after receiving written approval of construction plans from the Tenant Coordinator and written notification from the Tenant Coordinator that the Tenant space is available for construction. Prior to commencing construction, the Tenant's contractor must meet with the Tenant Coordinator and/or the Operations Manager to discuss construction criteria, any special or unique situations and any questions either party may have for the other.

At this meeting, the Tenant's contractor must fill out a contractors sign in sheet, present his Building Permit, insurance certificate, performance bond, fire sprinkler plans, notification that lease has been fully executed by Tenant and Glimcher Merritt Square, LLC a Delaware limited liability company, a copy of working drawings approved by Brevard County, and a contractor security deposit of \$2,500.00 check made payable to Glimcher Merritt Square, LLC a Delaware limited liability company. This deposit shall be refundable within fifteen (15) days after a Certificate of Occupancy is issued, a copy is delivered to the Tenant Coordinator, a legal Release and Waiver of Lien from the Tenant contractor has been provided and all management Punchlist items have been completed, except as noted below. The Contractor security deposit shall serve as collateral for enforcement and compliance with all rules and regulations.

**INSURANCE:** Contractor is to provide proof of the Following insurance coverage or such other coverage as required by the lease:

- Workman's Compensation insurance, including payment to all employees of the Contractor, provided for by the laws of the State of Florida.
- Contractor's Public Liability Insurance having limits of not less than \$1,000,000.00
- Contractor Protective Liability Insurance having limits of not less than \$1,000,000.00.
- General Third Party Property Damage Insurance having limits of not less than \$1,000,000.00.
- General Aggregate coverage of \$2,000,000.00

- All policies shall provide for 30 days prior written notice to additional insureds of expiration or cancellation.
- All policies shall contain an express waiver of subrogation by the insurer against Landlord, its agents, employees, affiliates, and contractors.
- Landlord must maintain current certificates of insurance on file from the contractors. Glimcher Merritt Square, LLC a Delaware limited liability company as "additional insured."
- Performance, labor, material payment bond A.I.A. Document (A3111), as may be required by the lease.

**Note: No work may begin prior to Landlord receiving these certificates.**

**MALL OPENING HOURS:** 10:00AM – 9:00PM, Monday through Saturday and 12:00 PM – 5:30 PM on Sunday. These hours are subject to change by the Landlord and are usually longer during holidays.

**CONSTRUCTION SCHEDULE:** Prior to commencement of construction, Tenant's contractor will provide Merritt Square Mall with a construction schedule including the following:

- All subcontractors to be used on the job
- Dates major electrical and plumbing will begin
- Dates HVAC installation will occur. If a crane is to be used, Crane Company must furnish a certificate of insurance.
- Date storefront sign will be installed
- Date fixtures will arrive
- Date construction will be completed (best estimate)
- Contractor's license #, name and telephone # of supervisor/foreman

**IDENTIFICATION:** All contractors, including subcontractors working at the Mall must be identified by construction I.D. badges at all times. Contractor's employees should be in appropriate construction attire and are required to wear them while they are on the job, in addition to the I.D. badges. At the Pre-construction Meeting, as required in Paragraph 1 above, the Management office or Operations Manager will check out as many badges as the contractor desires. Individuals found in service corridors or construction sites that are not identified will be escorted off the property. Lot badges will be \$25.00 per badge.

**TEMPORARY UTILITIES:** Any and all temporary utilities used by Tenant's contractor must be installed and removed by the contractor and the Tenant shall pay any costs for

temporary utilities. Use of exposed common area electric will not be authorized without prior written approval of the management.

**CONSTRUCTION COORDINATION:** The following items of construction must be coordinated at least 24 hours in advance with the Tenant Coordinator or Operations Manager in accordance with the Tenant's lease:

- All roof penetrations (HVAC, plumbing, vent, etc.) will be accomplished only by Merritt Square Mall approved roof contractors. Access to the roof may only be obtained by sign-in log in the Management Office (Contractor may be required to provide their drivers' license for identification purposes). Any access to the roof through other than approved means will result in a \$250.00 fine. At the end of each working day, each contractor will be responsible for cleaning his debris from the roof to include nails, screws, pieces of sheet metal, etc. Failure to comply will result in the material being removed by Mall personnel at the Contractors' expense. Any unauthorized roof penetrations will result in a minimum fine of \$1,500.00 or the cost of the damage, whichever is greater.
- Sprinkler work requiring system drain down and hydro tests must be coordinated with the Operations Manager.
- Any large deliveries that may require special access must be completed after mall business hours and must be coordinated with the Operations Manager.
- Any action that may disrupt the utility systems and must be coordinated with the Operations Manager.
- All work in electric rooms will be coordinated with the Operations Manager for Merritt Square Mall and a log of such work will be maintained. All construction material will be removed daily; rooms will be broom cleaned, all panel covers replaced and all ceiling tiles replaced in any service corridor or electric room. Failure to comply will result in a \$50.00 fine for each occurrence.

**TEMPORARY STOREFRONTS:** Prior to any demolition or construction of Tenant's space and as provided by the Lease Agreement, either Landlord or Tenant will erect a temporary storefront facing the common areas of the Mall per the mall criteria. The barricade will be constructed of drywall, taped, painted and approximately 3'-0" from the storefront. If provided by Landlord, the cost of this barricade will be actual cost plus 15%. If barricade needs to be moved to allow access to sign, storefront, tile etc., Tenant contractor to move after 10:00 PM and finish before 8:00 AM (barricade must be sealed dust/smoke tight.)

Maintenance of the temporary storefront is the General Contractor's responsibility. Holes or damage to the storefront will be repaired within 24 hours or Mall Management may at its option elect to have the repairs made and deduct the cost from the construction deposit.

Temporary storefronts will not be removed until all construction is complete and the store is fully stocked and cleaned and not prior to the evening before store opening/reopening. The Operations Manager and Management Office will be notified 24 hours prior to the removal of the temporary storefront.

Prior to the temporary storefront being removed, Contractor must contact the Management Office to arrange for a walkthrough of the premises and receive written permission at that time that the barricade may be removed.

Weekend walkthroughs will not be scheduled. Unauthorized removal of any barricade will result in a fine of \$2,500.00.

Upon removal of the temporary storefront, the Contractor will be responsible for repairing any damage to the floor, ceiling, bulkhead or neutral pier, and for cleaning immediate area to include wet mopping.

Barricades must be removed prior to 8:00 AM on the day of store opening.

**DELIVERIES/CONSTRUCTION TRAFFIC:** All deliveries and construction traffic into and out of the space must be routed through the rear door to the space. If the space has no rear door, then these items must be scheduled from movement before or after Mall operation hours.

No deliveries may be made through the main Mall during the hours of 8:00am- 10:00pm, Monday through Saturday and 10:00am – 7:30pm on Sunday. No deliveries will be made through the main entrance doors (glass doors) of the Mall without prior written approval from the Management Office or Operations Manager. Deliveries will be made using the service corridor only.

Any deliveries made through the enclosed Mall area, regardless of hours, will use pneumatic rubber tired carts.

No metal wheels or casters will be permitted on Mall floors. No floor-trucks will be permitted on Mall floors. Unauthorized deliveries inconsistent with requirements will result in a \$500.00 fine per occurrence. General Contractor will be responsible for continuous clean up and repair (if necessary) of all Mall surfaces affected by construction traffic.

**TRASH REMOVAL:** Tenant's contractor must remove construction trash daily and all such trash must be kept within the Tenant's space until removed from the property and must comply with requirements set forth in "Deliveries/Construction Traffic". No

construction items will be placed in Mall compactors. Violators are subject to \$400.00 fine. Use of a construction dumpster for construction debris is required. Dumpster placement must be coordinated with the Operations Manager. Removal or emptying of such dumpsters must be accomplished as needed or when requested by the Management Office. Failure to remove the dumpster within 24 hours of request will result in dumpster being removed by mall management with a 20% administration fee added.

Contractor's dumpster must be clearly identified with the lease designated space number.

Failure to keep dumpster areas clean or allowing debris to accumulate over the top of the dumpster will result in a \$100.00 fine.

**TOOLS EQUIPMENT & MATERIAL STORAGE:** All tools, equipment and construction materials must be kept inside Tenant's space. There is no storage space available at the Mall. No construction materials, tools or equipment will be allowed on the Mall floor outside the temporary storefront during Mall operation hours. No storage of any construction materials will be allowed in fire/service corridors. A fine of \$100.00 per occurrence will be levied for storage violations.

**SECURITY:** Security of Contractor's tools, equipment and materials is the responsibility of the Contractor. Mall security will not be responsible for the protection of Tenant or contractor's property at any time.

**SPRIKLER SYSTEM:** There is a \$50.00 charge to drain down sprinklers. The Operations Manager must be given a twenty-four (24) hour advance notice.

**CONSTRUCTION PARKING:** Commercial vehicles of Tenant's general contractor, subcontractor and all delivery vehicles must not park any closer than twenty five (25) parking spaces from the Mall except when making deliveries or pickups. Under no circumstances will any commercial or delivery vehicles park in fire lanes or other prohibited areas. Private vehicles of Tenant's general contractor or subcontractor are subject to Mall employee parking regulations (designate parking area for these vehicles outside the ring road). Violators of this regulation are subject to a \$25.00 fine per occurrence.

**TELEPHONE SERVICE:** Tenant is responsible for providing telephone service to the space at Tenant's expense.

**BARRICADE SIGNAGE:** No Tenant or contractor signage is permitted on or near the temporary storefront during construction. The Landlord provides a barricade graphics program at a cost of \$150.00 to the Tenant. Any other signage will constitute a lease violation and will be removed immediately.

**DISTRUPTION OF TENANTS/CUSTOMERS:** Tenant's contractors will be required to discontinue any construction activity that disrupts other Tenants or customers during

Mall operating hours. Violations may result in all construction work being performed during non-Mall hours only.

**EXCESSIVELY NOISY WORK:** Tenant's contracts will be required to discontinue any construction activity, including odor producing activities, which disrupt other Tenants or customers during Mall operating hours.

**COMPLIANCE:** In all cases, Tenant and Tenant's contractors must conform to all applicable statutes, ordinances, regulations and codes covering construction in Brevard County and Merritt Square Mall. "Rules and Regulations for Contracted Service Personnel" must be posted within the premises.

**SECURITY DEPOSIT:** The \$2,500.00 security deposit is to ensure compliance with the rules and regulations for Tenant contractors. Violations by subcontractors are the responsibility of the general contractor. In all instances, except the sprinkler system drain down and in emergency situations where additional damage may occur, the contractor will be given first opportunity to correct the discrepancy/violation. If the contractor fails to initiate correction within a reasonable amount of time (immediately in the main enclosed Mall area, one hour for roof violations, 30 minutes for fire/safety violations and 24 hours elsewhere), the Landlord will correct the discrepancy/violation at the expense of the contractor. Records will be maintained in the Management Office to track the balance of those deposits.

Violations of the rules and regulations will be cause to assess the contractor a minimum fine of \$250.00 per occurrence.

If, through numerous charges or violations, the \$2,500.00 security deposit balance is reduced below \$1,500.00 the contractor will have 24 hours to provide an additional deposit. If such deposit is not made, access to the Mall may be suspended until requirements have been met, at the Landlord's discretion.

Notification of violations will be made to the senior contracting representative on site at the time of the occurrence. In the absence of the contractor's representative, the Landlord will take corrective measures within the time frame specified in the paragraph above.

Repeated violations will result in a permanent job shut down.

**FIRE EMERGENCIES:** Contractors are required to follow all Federal, State, County and Municipal Fire Codes. Adequate fire extinguishers should be present, in safe operating condition with proper rating and readily accessible for immediate use if necessary. Lack of adequate fire extinguishing equipment will result in a \$150.00 fine per occurrence.

Using common sense and reasonable judgement, should a fire occur which is immediately and obviously of a greater nature than a fire extinguisher could control, call Brevard County Fire Rescue at 911, reporting the address as Merritt Square Mall, 77 E. Merritt Island Causeway, advising the dispatcher that Security Officers will guide the truck to the source of the fire. Notify Merritt Square Mall Security immediately at 452-2054 of the fire, and then follow reasonable emergency evacuation procedures. Never delay immediate reaction to any size fire. By calling Merritt Square Mall Security, 24 hours a day, you will receive immediate assistance and information.

Merritt Square Mall is in the unincorporated area of Brevard County and is subject to the County Alarm Ordinance effective January 1995. The alarm ordinance requires owner and technician to respond to alarms. This applies to security alarms, fire alarms, and life alert alarms. If a contractor (or his subcontractor) sets off an alarm, the contractor will be required to reimburse Merritt Square Mall for all costs to respond and correct alarm condition and/or minimum fine of \$200.00 per occurrence.

**LANDLORD VENDORS:**

**Landlord Sprinkler Contractor:**

Wiginton Fire Sprinklers, Inc.  
4356 Fortune Place  
West Melbourne, Florida  
(321) 722-5585

**Landlord Fire Alarm Vendor:**

ADT Security Systems  
803 South Orlando Avenue, Suite J  
Winter Park, FL 32789  
(407) 628-5000

**VENDOR LIST:**

The following contractors have expressed an interest in working for Tenants at Merritt Square Mall:

**General Contractors:**

Doug Wilson Enterprises, Inc.  
ATTN: Timothy J. Saunders  
P.O. Box 865  
Cape Canaveral, FL 32920  
(321) 783-0903

RJ Kennedy Construction  
125 S. Banana River Dr.  
Merritt Island, FL 32952  
(321) 452-5564

**Electrical Contractors:**

Craftsman Electrical Services  
ATTN: Don or Todd Conway  
379 William Point Blvd.  
Cocoa, FL 32972  
(321) 632-0525

**HVAC:**

Merritt Island Air & Heat  
625 Cypress Street  
Merritt Island, FL 32952  
(321) 453-3250

Randy Guenot  
Air Conditioning and Heat Contractor  
3788 Fir Court  
Ormond Beach, FL 32174  
(904) 677-9632

**Locksmith:**

Beach Locksmith  
(321) 632-7787

**Roofing:**

Tech Systems Inc.  
Roofing and Waterproofing  
2754 Aurora Rd.  
Melbourne, FL 32935  
(321) 259-2246

**EMS Vendor:**

Cyrus Technology, Inc.  
2150 Northwest 33<sup>rd</sup> St. Ste. C  
Pompano Beach, FL 33069  
(954) 975-8444

**Plumbing:**

Plumbing Masters  
301 William Pt. Blvd.  
Cocoa, FL. 32927  
(321) 632-5063