

3 CONSTRUCTION PHASE

3.1 General Contractor (GC) shall obtain written approval of the Final Plans from the ROSS CONSTRUCTION MANAGER prior to the commencement by Landlord of the work and the construction of exterior elevations.

3.2 Discrepancies: Where there is a discrepancy or conflict in the Final Plans, the GC shall obtain clarification from both the architect-of-record and the ROSS CONSTRUCTION MANAGER before proceeding with the work. For work not covered in Final Plans, the contractor shall, in advance, submit to both the architect-of-record and the ROSS CONSTRUCTION MANAGER drawings describing the condition and outlining the required work. Ross will not be held responsible for any work performed by the contractor without proper authorization. Should the contractor proceed with work not approved by the ROSS CONSTRUCTION MANAGER, that work may be required to be undone at the contractor's cost or in the absence of the contractor, the landlord.

3.3 Compliance with Codes and Laws: The GC is to conform and abide by all public utility, local, city, county, state and federal governmental codes, ordinances, rules and regulations governing or applicable to the work performed and installations made. Should any work be performed or installation made contrary to such then the contractor, or the landlord in the absence of the contractor, shall bear all costs, including direct and consequential damages, legal costs, fines and the expense of mitigation. The completed premises, in every particular and without exception, shall be delivered to the tenant in full compliance with all applicable codes and regulations including but not limited to building codes, fire codes, life safety codes and accessibility codes.

3.4 Building Construction: The Tenant's Leased Premise together with all of its constituent systems and components is to be wholly new construction unless otherwise specifically and individually identified in writing by the Landlord and so specifically approved by the ROSS CONSTRUCTION MANAGER in writing.

3.5 Manufacturers Specifications and Instructions: Unless otherwise noted, all manufactured materials, products, processes and equipment shall be installed or applied in accordance with manufacturers written instructions. No substitutions or alterations will be accepted. The GC, or the landlord in the absence of the contractor, shall bear the full cost of any corrections required by the ROSS CONSTRUCTION MANAGER as a result of unauthorized substitutions and non-complying installations.

3.6 Workmanship: All finished work is to be free of defects. The tenant reserves the right to reject, at the sole discretion of the ROSS CONSTRUCTION MANAGER, any materials and workmanship which is not considered to be of the highest standards of the various trades involved. The GC, or the landlord in the absence of the contractor, shall bear the full cost of the correction of poor workmanship.

3.7 As-Buils, Manuals, Test Reports, Instructions and Warranties: Upon completion, the GC is to deliver two bound sets of instructions and "As-Buils" for the completed building shell and tenant improvements including all test results, HVAC EOC report, HVAC balance report, roof inspection report, and the manufacturer's certificates, warranty slips and operating instructions for all equipment and devices to be operated or maintained by the tenant. One set is to be delivered to the Ross Director of Facilities (see Ross contacts on sheet A0.0). The second set, together with a complete set of "pdf" electronic files of the As-Buils on a compact disk(s) (CD), is to be sent to the attention of the assigned ROSS CONSTRUCTION MANAGER at the Ross Corporate Headquarters (see Ross contacts on sheet A0.0). The building will not be considered substantially complete until this information is received and determined to be complete and accurate. The landlord will pass through to Ross Stores, Inc. all warranties on equipment, materials and labor occurring through the course of construction.

3.8 Construction Completion: The construction completion date, as specified in the lease or contract, is that day on which all construction has been completed and all clearances for occupancy and use of the project have been received from all governing bodies, except for business licenses required of the tenant.

A. Any unoccupied space adjacent to the tenant's premises shall, at the time of the tenant's occupancy, be secured to prevent break-in and entering into or vandalism of the tenant's premises via the unoccupied space.

B. Unless otherwise agreed, construction will not be deemed complete without the completion of all common area sitework required under the landlord's construction obligation including but not limited to lighted pylons(s), fully striped and signed parking including accessible stalls, marked crosswalks traffic lanes and curbs, landscaping and irrigation, site drainage, site and parking lot lighting, sidewalks and hardscape, traffic signs and signals, clear truck access to and from docks, and, free and unobstructed public access to parking and store.

C. Prior to acceptance of the completed work, the landlord is to provide a Inspection Certification or DOS from the government agency or agencies having jurisdiction and the authority to issue such. Ross Stores will take possession of the premises subject to the issuance of such a certificate and satisfactory completion of all work specified herein.

3.9 Temporary Power: Upon tenant's entry to the space for construction purposes, the landlord shall provide a minimum of 100 amps of temporary power for tenant's sole use until such time as permanent power is available and operational.

3.10 Punch List: The ROSS CONSTRUCTION MANAGER will review the work with the GC prior to final acceptance and prepare a Tenant's Punch List. The building will not be considered complete until that Punch List work has been reviewed, accepted as complete and all "As-Buils" and additional required materials are received (See 3.7 above).

3.11 Roof Inspection Report: Within 30 calendar days prior to the Delivery Date a roof inspection, contracted by the landlord or the GC, shall be made and a certified report, prepared. The inspection is to be made by Technical Roof Services, Inc. or another independent roof inspection company (not a construction contracting company) approved by the ROSS CONSTRUCTION MANAGER. The report is to certify that the roof is in good, dry, airtight condition and that the roof, including, without limitation, the waterproofing membrane and the roof covering, has a minimum life expectancy, if new, of fifteen years or more from the date of the inspection report, or, if existing, five years or more. In the event that the report indicates a life expectancy less than that specified above or that the roof is not watertight to the roof is to be replaced or repaired, the GC shall be liable for cost of repair.

3.12 Incentives for Energy Efficient Equipment: The Tenant is entitled to receive a rebate and rebates for energy efficient equipment and systems that are installed or installed by the Landlord's Construction Obligation. At the time of the installation of the equipment, the ROSS CONSTRUCTION MANAGER for pass through to the Ross Stores Energy Conservation Service a Rebate Binder containing copies of the invoices for equipment installed, the equipment specifications for each and a copy of the completed project energy code compliance permit. The Rebate contact list on sheet A0.0.

4 CONSTRUCTION - GENERAL NOTES

4.1 The GC shall verify all dimensions and conditions in the Final Plans and on the job site prior to execution of any work and shall immediately notify the ROSS CONSTRUCTION MANAGER and the architect-of-record of any discrepancy. The contractor will be responsible for all costs arising from a failure to perform such verification and to make timely notification of discrepancies. The architect-of-record will, in an expedient manner, provide the ROSS CONSTRUCTION MANAGER with revised drawings reflecting any of these discrepancies and related mitigation for review and approval.

4.2 The GC will be responsible for all fees and costs for licenses, permits, certificates, service charges, etc., assessed by any governmental agency or utility company. Contractor's installation of all utilities and subsequent hookup shall be as necessary to assure conformance with the requirements of the Final Plans and with utility company requirements.

4.3 The GC will be responsible for obtaining and paying for the cost of all inspections and tests required to implement the Final Plans and specifications, recommended by the soil reports or required by any governmental agency having authority over the project as well as those required by these documents and the lease including but not limited to:

- A. Floor slab moisture, alkalinity and bond tests (see sheet G1.1/5.1).
- B. Existing space hazardous materials report (see 4A.6).
- C. Roof inspection report (see 3.11)
- D. HVAC EOC report (see sheet M2.0/7.A.2.A).
- E. HVAC air balance report (see sheet M2.0/7.B, 2.B).

4.4 After approval of the Final Plans, all revisions must proceed through the architect-of-record and the ROSS CONSTRUCTION MANAGER for approval. Any revisions made without the written approval of the ROSS CONSTRUCTION MANAGER may be considered invalid and, at the sole discretion of that representative, the work rejected and required to be modified at no cost to Ross.

4.5 Tenant and tenant sub-contractors are to be allowed to do work prior to substantial completion subject only to the appropriate progress of the work and a seven (7) day prior notice of intent by the ROSS CONSTRUCTION MANAGER to the landlord and the GC in possession of the premises.

4.6 No roof openings or roof-mounted equipment are allowed beyond those that are shown in the Final Plans.

4.7 The GC shall provide public protection as necessary for safety and as required by local codes.

4.8 All materials and work to conform to latest governing building codes and regulations.

4.9 The GC shall provide access panels required for operation and access by plumbing, air conditioning and other trades, and as required by code. Locations and type of panel are to be reviewed and approved by the ROSS CONSTRUCTION MANAGER. All panels located in the fitting room and toilet room complex and on the sales floor, if any, must have locking covers with Best 7-pin cylinders.

4.10 Ross requires that fire extinguisher(s) be provided and installed in accordance with the minimum standards of NFPA-10 with locations to be selected so as not to interfere with merchandise and fixturing. Placement is subject to the approval of the local governing authority.

4.11 Exit signs shall be powered by separate dedicated 24-hour emergency circuits, independently controlled.

4.12 Tenant's space will be provided with a water meter separate from the center and other tenants - no sub metered system.

4.13 Water meter line to be 2" I.D. and sewer lines are to be 4" I.D. minimum.

4.14 Lease Hold Improvement Allowance: The Landlord is to include a cash allowance for the purchase and, installation by Ross Stores of the following LHI items (listed amounts include taxes and freight):

a. Cart rolling	\$ 00.00
b. Filing rooms	00.00
c. Counter tops	00.00
d. Installation of a thru c	00.00
Total LHI Allowance	\$ 00.00

Purchase and installation (as listed above) will be provided by Ross and will utilize Ross approved vendors and installers. Delivery of Ross purchased, GC installed, items is to be as through the ROSS CONSTRUCTION MANAGER.

4.15 Tenant Supplied GC Installed Items: The installation by the GC of certain Ross supplied items is included in the Landlord's construction obligation. The GC must furnish in writing through the ROSS CONSTRUCTION MANAGER: 1) the specific items to be supplied; 2) Ross and GC installation; 3) the date of delivery of those items to the site; 4) loading of the items from the delivery truck to the responsibility of the GC.

4.16 The GC's signed contract shall obtain separate approvals and permit from government agencies for the installation of temporary and permanent tenant signs. The GC must verify and ensure that required access and power (circuits and conduit) are provided at all of the locations where approved signs are to be installed just prior to the time of the scheduled installation and contain the same in writing to the ROSS CONSTRUCTION MANAGER.

4.17 At the time of the final building department inspection, the GC shall prepare a notarized official certificate of construction compliance with the applicable energy conservation standards of the locality. An original of that certificate is to be submitted to the Director of Facilities, (see Ross contacts on sheet A0.0).

4.18 At the time of final building department inspection the GC is to have provided and installed all signing required by governmental authorities and public utilities including without limitation fire and life safety signing, accessibility (ADA) signing, delayed egress signing and building address signing. Signing must be of a type approved by and in conformance with applicable requirements and must be located in consultation with the ROSS CONSTRUCTION MANAGER to insure that no conflicts arise with respect to Ross signing, fixtures and merchandising.

4A CONSTRUCTION - GENERAL NOTES - EXISTING CONDITIONS

4A.1 The GC is to remove all remaining exterior signs and abandoned items of the previous occupant and patch, repair, clean and paint as required by the ROSS CONSTRUCTION MANAGER for a neat, unblemished and finished appearance giving no evidence of the prior condition and damage. Painted and stained surfaces are to be refinished in kind to match existing, unless otherwise required by the A/E-I Tenant Plan & Elevation, Final Plans and the ROSS CONSTRUCTION MANAGER. (Landlord is responsible to paint front exterior of building only - See Elevations)

4A.2 The GC is to in-fill any floor drains and depressions in the floor slab and do any and all work necessary to provide a level and smooth slab equal to the standard set in item 5.1 below.

4A.3 All abandoned sales fixtures, shelving, cabinetry, floor coverings, signage, electrical, and mechanical equipment, plumbing fixtures and all other items not deemed useful or necessary by the ROSS CONSTRUCTION MANAGER are to be removed. The ROSS CONSTRUCTION MANAGER will determine which items are to be retained for reuse, if any.

4A.4 The GC is to verify the size and location of all existing utility lines and stubs to the building and notify the ROSS CONSTRUCTION MANAGER of any discrepancies between those shown on the Final Plans, if any, and those identified by inspection.

4A.5 The GC is required to bring all utilities (water, sewer, gas, phone and electrical) and a dedicated and independent automatic fire sprinkler riser into the tenant space complete and ready for switch-over and service.

4A.6 The store is to be delivered free, without exception, of hazardous materials including all asbestos containing materials and is to be surveyed and certified as such by a licensed environmental consultant acceptable to the ROSS CONSTRUCTION MANAGER (see contact list).

4A.7 Existing Site Conditions - Unless otherwise agreed, the Landlord is responsible to repair or restore damaged, deteriorated, inadequate and/or worn existing site conditions (including but not limited to paving, signing pylons and monuments, striping, sidewalk paving, landscaping, irrigation, signing and lighting) to a like new condition or to the current prototype standard or to the current applicable code standard which ever is the highest level. Landlord is also responsible for security and safety.

4A.8 Existing Raised Floors - Prototypically Ross requires that sales and processing operations occur on a stable, uniformly supported concrete slab-on-grade. However, in some existing locations it may be proposed that sales and processing operations occur on raised floors supported by long span structures. Such raised floors are to a greater or lesser extent flexible and must be evaluated and certified by the Landlord that they are or will be made suitable for dd's store operations. In particular, the floor must be 1) sufficiently stable and suitable for the application and the long-term failure free performance of the dd's prototype floor tile, 2) without "bounciness," and 3) sufficiently rigid so as not to perceptibly telegraph the impacts of footfalls and cart movement. (Alterations By dd's G.C.)

4A.9 Routing of Non-Ross Utilities - Ross does not allow the routing of any existing or new non-Ross utilities, including, but not limited to, sewer lines, sprinkler lines and the like through its leased premise. No exceptions.

5 CONSTRUCTION - FLOORS

5.1 As referenced in ASTM F 710 - Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring: Concrete floors to receive resilient flooring shall be permanently dry, clean, smooth, and structurally sound. They shall be free of dust, solvent, paint, wax, oil, grease, and other adhesives, adhesive removers, curing, sealing, hardening, or paring compounds, alkaline salts, excessive carbonation or lanching, mold, mildew and other foreign materials that might prevent adhesion. They shall be without cracks (except hairline shrinkage cracks except those the ROSS CONSTRUCTION MANAGER smooth first level shall exceed 1/8" deep) on a single plane without depressions or ridges. Floors (neither concrete or 1/8" as measured against a 10' true steel edge) shall not have any protrusions.

5.2 Both new and existing normal weight concrete floor slabs MUST be a minimum of 4 inches thick and shall meet American Concrete Institute (ACI) 302 Class 2 (3000 psi compressive strength) suitable to receive resilient flooring and the installation of seismic fixture anchors. (Alterations By dd's G.C.)

5.3 New concrete slabs are to be designed with moderate to moderately low water-cement ratios (i.e. 0.43 to 0.45) which will have acceptable permeability to moisture.

5.4 New on-grade or below-grade concrete slabs are to be placed over a well-draining engineered subgrade that is fully covered by a low permeance, fully sealed moisture vapor retarder as described in ASTM E 1745.

The slab shall be cured using moisture retaining coverings for a period less than 5 days. The slab shall be maintained moist but excessive retention of water shall not be permitted. If curing compounds are used, they MUST be removed in accordance with the flooring manufacturer's recommendations so as not to interfere with bonding of the adhesive. Removal of chemical curing compounds shall be achieved by light shot-blasting. The prepared surface shall be thoroughly cleaned by vacuuming. Power blowers shall not be used as dust is not contained and will settle back onto slab surface.

5.5 Surface cracks, grooves, depressions, control joints or other non-moving joints, and other irregularities shall be filled or smoothed with latex patching or underlayment compound recommended by the resilient flooring manufacturer for filling or smoothing, or both. Patching or underlayment compound shall be moisture, mildew, and alkali-resistant, and shall provide a minimum of 3000 psi compressive strength after 28 days. If excessive warping occurs, sub-sealing shall be performed to minimize the risk of reverse warping causing distress in flooring over joints and cracks. Slab is to remain sound and free of defects and failure throughout the Ross occupancy. (Alterations By dd's G.C.)

5.7 Quality Control Services: Concrete Slab Moisture & pH Testing. Provide concrete slab moisture vapor emission, in-situ relative humidity and pH (alkalinity) testing at existing and new concrete slab substrates scheduled to receive Resilient Flooring as specified and as needed for a complete flooring installation. The Contractor shall provide access for and cooperate with Ross Stores Testing/Inspection Agency as described herein. Concrete slab moisture and pH testing shall be performed utilizing ASTM testing methods and practices referenced herein: ASTM F 710 - Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring; ASTM F 1869 - Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride; ASTM F 2170 - Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes. The number of tests required is determined by the square-footage of the project: three (3) tests are required for the first 1,000 square feet, and one (1) additional test for each 1,000 square feet thereafter. Moisture testing MUST be performed in the same service temperature and humidity environment that the floor covering is going to be in. The building MUST be enclosed, and if possible, the HVAC system should be on for a minimum period of 48 hours prior to and during testing.

Otherwise, the results may not accurately reflect the amount of moisture which is present in the slab or would normally be emitted from the concrete during normal operating conditions. If the service temperature and humidity is unattainable, the internal conditions of the building shall have been maintained within the following temperature and humidity range for at least 48 hours: Temperature: 65° to 80°F; and Relative humidity: 40% to 60%. No Calcium Chloride Moisture Vapor Emission test result (MVER) may exceed the limit of 5 lbs. No in-situ relative humidity test result may exceed the limit of 75%. No pH (Alkalinity) test result may exceed a pH of 9. Notification of such tests is to be given to the architect-of-record and to the ROSS CONSTRUCTION MANAGER. A Certified Moisture Test Report depicting each test result is to be submitted to both for record prior to the installation of floor finish immediately following testing. The inspection is to be made in a 48-hour preconditioned environment by Independent Floor Testing & Inspection, Inc. (IFI) or approved equivalent. (see Contacts, Sheet A0.0).

5.8 The ROSS CONSTRUCTION MANAGER MUST be given the opportunity to inspect the condition of every new and existing floor slab prior to the installation of the specified floor finish. A 14-day prior notice MUST be given to the ROSS CONSTRUCTION MANAGER of intended finish floor installation. An inspection or not of a slab or substrate by the ROSS CONSTRUCTION MANAGER will not in any way relieve the landlord and the GC of the responsibility to provide the specified slab and finished floor free of installation and performance defects.

5.9 All new concrete slabs MUST be treated with the Crete-Seal CS2000 Spray Apply System (with 15-year warranty) applied in accordance with the manufacturer's written instructions and in the presence of the Crete-Seal Technician (NO EXCEPTION). The Ross Construction Representative must be given at least a one-week prior notice of the intended treatment date. A copy of the Crete-Seal Project Information Form prepared by the Crete-Seal Technician at the time of application and signed by the GC must be sent to the Ross Construction Representative and received within 5-working days of the date of application (NO EXCEPTION).

5.10 Existing concrete slabs must be without performance defects over the period of the Ross occupancy. All existing slabs, and any new concrete added to existing slabs including trenches, pour backs, and adjacent slabs MUST receive the Crete-Seal CS2000 2-day system performed in accordance with the manufacturers written instructions and in the presence of the Crete-Seal Technician (NO EXCEPTION). A copy of the Crete-Seal Project Information Form prepared by the General Contractor must be sent to the Ross Construction Representative and received within 5-working days of the date of application (NO EXCEPTION).

5.11 Ross does not permit installation of new floor finishes over existing floor coverings (NO EXCEPTION).

5.12 Temperature, Humidity and Material Conditioning: Prior to testing and tile installation the building shell is to be fully conditioned and the temperature held at 70 degrees for a minimum of 48 hours. The relative humidity is not to exceed 65%. Flooring and adhesives are to be stored in the conditioned space for at least 24 hours immediately prior to installation.

5.13 The vinyl tile MUST be allowed to cure for 48 hours prior to turnover or use.

5.14 Pre-Installation and Test by Contractor: Before installation MUST be performed on all grade levels of concrete substrates to determine if the concrete is sufficiently dry and for the suitability of the bonding adhesive with concrete surfaces including curing compounds, paint or other organic specialty treatments. An easy method being used for adherence is to perform a "wet" test. Use 2" x 2" (600mm x 600mm) pieces of the flooring material selected for the installation and adhere with VCI tile manufacturer's recommended adhesive. Pay particular attention to the adhesive open time. If after 72 hours and an amount of force is required to lift the material from the substrate, and after doing so, adhesive clings to both the substrate and the back of the material, the material can be considered "securely bonded." No failure is permitted on any 72-hour bond test (NO EXCEPTION).

5.15 The Grand Entrances "Helix" High Traffic Entrance Floor System with Helix Z1 Vinyl Grid (230 Black), over vinyl tile and temporary plywood protection is to be installed at the entry of every store prior to turnover (NO EXCEPTION). Ross has a national agreement with Grande Entrance to provide and install at G.C.'s cost the entry system with temporary plywood protection (see Contacts, Sheet A0.0). The satisfactory completion of this requirement may necessitate early coordination and scheduling.

6 CONSTRUCTION - CEILINGS

6.1 Acoustical ceiling suspension grid is to be standard "T" sections and "L"s at wall of prefinished steel and with adequate strength to support all lighting fixtures, signing and devices installed in the grid. Hard ceilings are to use a direct suspension system also of adequate strength to support all lighting fixtures and attached devices. Hard ceilings are to be provided with locking access hatches where access is required to reach controls located above the ceiling. Seismic requirements are to be determined prior to start of work.

6.2 See Final RCP for required ceiling heights and finishes. An open ceiling sales floor may be required.

6.3 The GC is to deliver two (2) sealed cartons of the ceiling tile installed in the store to the ROSS CONSTRUCTION MANAGER at construction turnover.

6.4 Base building insulation must be located at the roof, not the ceiling, and be sufficient to reach a minimum roof "R" value of 38. (Existing R-19 insulation below roof deck + New R-19 insulation above deck). See 7.11 below for additional requirements. Climate, codes and best engineering practice may dictate a higher level of insulation in order to meet the tenant's requirement of an energy efficient building envelope.

6.5 Gypsum board ceiling installed in the janitorial closet is to be a water resistant type.

7 CONSTRUCTION - WALLS

7.1 All studs are 3 5/8" 20 ga. metal studs at 16" o.c. unless otherwise required or noted, except: 6" metal studs for walls receiving sanitary plumbing and electrical panels; and, 6" 20 ga. metal studs for walls over 14' - 0" in height.

7.2 All interior demising walls shored with adjacent tenants or common areas, if any, are to be full height to the underside of roof, with deflection head, acoustically sealed, double-sheet-rocked both sides, fire taped and sanded smooth prior to receiving finish. These demising walls are to have one (1) layer of full height metal lath secured to studs and attached to the structure above to protect against break in from the adjacent interior space(s).

7.3 All enclosing sales floor interior walls to be full height, drywalled, fire taped and sanded smooth prior to receiving specified finish.

7.4 All enclosing processing room and electrical room interior walls to be full height, drywalled, fire taped and sanded smooth prior to receiving specified finish.

7.5 All office complex interior partition walls to be a minimum of 10' high with designed lateral bracing. Provide 3/4" plywood backing behind gypsum wall board on designated walls, partitions and lurring in manager's office and equipment closet and at all walls in cash office (see enlarged plan

7.6 The perimeter interior enclosing walls of the toilet complex are to be a plywood/Marlite assembly to the drywall ceiling on the toilet room side. Toilet Room Acoustical Walls: Acoustical wall treatment is to be limited to those interior walls of the two toilet rooms that are common with the fitting room complex and, as may occur from time to time in some non-prototypical configurations, the processing room, sales floor or office complex. Toilet room walls that are common to the toilet room hall are not required to be acoustically sealed. Acoustically sealed toilet room walls are to have acoustical wall insulation, a double layer of taped, joint staggered wall board on the non-toilet room side of the common wall, floor tracks set in sealant and where wall device penetrations can not be avoided those must be isolated and fully sealed. Acoustical treatment is NOT required to continue above the toilet room ceiling as long as the joint between the ceiling and the wall is solid and sealed. The double layer of gypsum wall board is to be installed full height to the roof structure. See enlarged plan prototype sheet A4.0 for prototype configuration and the Site-Specific A/E-I Tenant's Plan for non-prototype configurations. See additional requirements applying to the toilet complex walls at 7.7 and 7.8 below and detail 11/A5.1.

7.7 The interior walls of the toilet rooms are to be provided with a floor to ceiling substrate of 5/8" exterior type A-C plywood installed as backing for accessory installation and as a mounting surface for the full height Marlite FRP toilet room finished wall surface.

7.8 The ROSS CONSTRUCTION MANAGER is to be given a one-week notice prior to the expected closing of interior framing and rough electrical. Whether or not the ROSS CONSTRUCTION MANAGER is able to visit the site will not in any way alter the landlord's and contractor's responsibility to construct all work in accordance with the approved Final Plans.

7.9 Base building insulation must be sufficient to reach a minimum exterior wall "R" value of 19 and a minimum roof "R" value of 38. Climate codes and best engineering practice may dictate a higher level of insulation in order to achieve the tenant's requirement to optimum energy efficient building envelope that is appropriate for the local climate and the HVAC design criteria levels. The mechanical engineer is to calculate and recommend optimum insulation levels to reflect the requirements including USDOE recommended minimums for commercial building standards in the HVAC design including a requirement for double or triple insulated insulation is not to be used or exceeded.

7.10 Wall and partitions are to be located in dimension 1' in the Final Plans. All partitions are considered to be one-way and are to be maintained in finished construction to within 1/2" of the plan dimension except that notes or partition sheet callouts so as to intrude into a code required egress route, egress space or clearance or cause any object shown or noted to the full in the tenant's plan to so intrude.

7.11 All walls exposed to the exterior must be water and weather light sealed (point of clear seal depending on finish material), insulated and be of such construction so as to provide reliable protection against break (Alterations by dd's G.C.)

7.12 Expansion walls: Design exterior wall for ease of future expansion while also providing weather tight, insulated closure and a high level of security against break-in.

8 CONSTRUCTION - DOORS AND WINDOWS

8.1 Storefront framing system to be Kawneer 4511 series aluminum in a clear anodized finish with finishes otherwise required in tenant's A/E-I site specific plan elevation, with ultra clear, high transparency, double pane insulated glass; Storefront glass below 18" 4" a.f.f. to receive Bekort, 7-mil "Graftiti Guard" security film applied at exterior face of glass; and storefront below 42"-0" mullion a.f.f. 3M #324 "Frosted White Crystal" film applied at interior face of glass.

8.2 Hurricane shutters such as those by Cornell or similar are to be installed to protect the storefront glazing and doors at any county in a hurricane prone region as listed on sheet A1.5. Shutters are to have recessed housings with motorized control inside store. Shutters are to be designed to withstand 100 year peak gusts as defined by code. Hurricane resistant glass is NOT an acceptable substitute for the required shutters. When shutters are installed, a front employee exit door shall be provided with inside/outside key control. See 1/E.3.0 for location of shutter control at/near wing wall.

8.3 The prototypical storefront entry and exit doors are to be Kawneer series 190 narrow stile aluminum doors in a clear anodized finish (unless otherwise required in tenant's A/E-I site specific plan elevation). Both entry (door number 1) and exit (door number 2) doors are to be in a paired configuration (nominal 3'-0" leaves, nominal 6'-0" opening). Doors are to have a 10-inch smooth bottom rail; stainless steel offset pivots (top, bottom and intermediate); concealed, non-hold open overhead door closers set at an operating pressure of 5 pounds MAX. (or less if required by local, state and federal codes); and equipped with Adams-Rite three-point high security locking hardware with drop bolt, strike bush with dust cover and Best 7-pin cylinders. Each set of paired doors is to have a single interior key locking cylinder. INTERIOR THUMB-TURNS ARE NOT PERMITTED. Door number 1 (entry set) is to have a single exterior key locking cylinder. Unless hurricane shutters are required (see 8.2 above) or specifically approved otherwise by the ROSS CONSTRUCTION MANAGER, no other exterior door is to have an exterior key lock set. Door push/pull hardware is to be Kawneer standard interior push bar and exterior pull finished to match storefront door. Door number 1 (entry set) is to have both interior push and exterior pull hardware; door number 2 (exit set) is to have only interior push bar. All storefront doors are to have full weathering and seals, ADA thresholds and door landings.

8.4 Door number One is the main entry door and employee entry. An exterior employee signal button is to be located in the jamb adjacent to door 1.

8.5 All interior doors with the exception of the processing room traffic door are to be 3' x 7' solid core birch with paint grade finish. Closers for interior doors are to be set to an operating pressure of 5 pounds MAX or less if required by code. See prototype sheet A1.0 together with the door and hardware schedules for prototypical locations, hardware and finishes.

8.6 Processing room to sales floor door is to be a double acting traffic door. See door and hardware notes, prototype sheet A6.0 for manufacturer and model.

8.7 With the exception of the storefront doors, all door frames are to be flush hollow metal. Knockdown style frames are not acceptable.

8.8 All non-storefront man doors leading directly from the interior to the exterior are to be 3' x 7' hollow metal insulated doors with sealed cores and full weathering.

8.9 The dock receiving doors are 591 series thermacore, insulated steel, vertical parking sectional door by the Overhead Door Corporation, Dallas, Texas. See prototype sheet A1.0 together with the door and hardware schedules on sheet A6.0 for prototypical locations, required hardware and finish.

8.10 Not Used.

8.11 dd's storefront opening is to be protected by exterior pipe bollards and by security shutters surface mounted at the inside face of the storefront framing system. Painted bollards are to be filled 6-inches diameter pipe with a minimum embedment of 36" and an equal spacing of between 64" (max) and 54" (min). See site specific Tenant's Plan for layout and finish color. Security shutters are to be QMI Security Solutions surface mounted interior "Storefront" manual/spring operated shutters with AL5-E flats in a "Punch Style 51" pattern. Shutter, housing, and track finish is to match the finish of the storefront system approved by the Ross store designer (clear anodized aluminum is standard). Shutter track locking is to be by interior thumb turn on all openings except the shutter in the egress opening. Track locking of the shutter in the egress opening is to be by key, operating a Best 7-pin cylinder accessible from the outside face of the shutter and 6-inches off the center of the opening for storefront door (employee entry). Coordinate shutters with entry mat system +/- 1/2" thickness above finish floor.

9 CONSTRUCTION - PLUMBING

(See plumbing fixture and accessory list, prototype sheets A4.0, P1.0, and P2.0 for prototype plumbing fixture and equipment numbers and locations, pipe type toilet room plumbing diagrams and symbol legend. See A/E-I Tenant's plan for specific configurations.)

9.1 There shall be (1) gpm hot water every electrical water heater, minimum 4-Kwhess must be required by code) is to be installed in the janitorial closet. Hot water heater must not exceed 60 feet from the store, with the most remote tap. A second water heater will be required for more remote taps. All hot water lines must be insulated.

9.2 All interior hot and cold water piping is to be copper (no exception) with copper or brass fittings and lead-free solder. A water filtration system is required where hard water conditions exist.

9.3 Not Used.

9.4 The store is to be provided with a separate, independent and complete cast iron piped sanitary sewer gravity collection and disposal system to the point of connection of the store's collection lateral with the main sewer trunk line. That store system is to have a minimum slope of 1/4" per foot and is to provide a full free flowing system without internal sags or bows throughout. Required clean-outs, if any, are to be located out of circulation and public areas with flush style covers. Where clean-outs can not be relocated from the sales floor they must be located (or relocated) out of traffic aisles (see fixture Plans) and installed with concealed flush covers finished to match the adjacent floor covering. No exceptions.

9.5 No interior drains. Rainwater leaders must not intrude into or be located on the sales floor. The roof drain basins and the first five feet of below roof leaders in required vesibule stores (see 4/A1.2) are to be protected with lead tape. Surface outlets, exposed rainwater leaders and splash blocks are not permitted at the entry side of the store nor at any location where runoff will interfere with traffic or access. In other areas of the store, rainwater leaders must be located in prior consultation with and receive the approval of the Ross Store Design Representative so as not to interfere with the layout and use of those spaces. If conflicts occur due to the failure of the landlord and architect-of-record to obtain such prior approval then the landlord will be liable for all costs associated with changes in the leader locations required by the ROSS CONSTRUCTION MANAGER. (Alterations by dd's G.C., Landlord not responsible)

9.6 A high capacity direct gravity storm drain connection is required as the primary drainage for the recessed truck dock well. The gravity system is to be designed to accommodate not less than the 10-year 24-hour maximum rainfall for the location or more as may be recommended by the local public works design guidelines. An automatic truck well sump pump is required for emergency drainage.

9.7 The toilet fixture count is to meet the code requirement for the fully expanded store.

10 CONSTRUCTION - TOILET ROOM ACCESSIBILITY COMPLIANCE

10.1 Provide complying handicap accessible fixtures, hardware and accessories in men's and women's toilet rooms, located to provide