

# CONSTRUCTION SPECIFICATIONS City, State

# **Division One – General Requirements**

#### 1.1 Definition of Terms

- 1.1.1 The term "LESSEE", as used herein, refers to The Cato Corporation, or CatoSouth, LLC, or Cato of Texas, L.P.
- 1.1.2 The term "LESSOR", as used herein, refers to the person, persons, partnership or corporation entering into a contract with the contractor for the construction and execution of the work stipulated in the contract.
- 1.1.3 The term "Contractor", as used herein, refers to the person, persons, partnership or corporation entering into a contract with LESSOR for the construction and execution of the work stipulated in the contract.
- 1.1.4 "Equal" when used, shall mean an equivalent product or material.
- 1.1.5 The abbreviation "A.F.F." means "above finished floor".
- 1.1.6 The abbreviation "N.I.C." means "not in contract".
- 1.1.7 The abbreviation "DTM" means "dimension to maintain".
- 1.1.8 The abbreviation "TYP" means "typical" or identical for all similar conditions unless otherwise noted.
- 1.1.9 The abbreviation "SIM" means "similar" or comparable characteristics for the conditions noted. Verify dimensions and orientation on the plan.

#### 1.1 General Conditions

- 1.2.1 A material consideration of the Lease is that LESSOR has provided or will provide:
  - a. Adequate utilities to the Premises, including without limitation, electrical, natural gas, sanitary sewer, water and telephone including meters.
  - a. Demising walls and roof for the Premises.
  - a. A projecting parapet, canopy or awning over the entire length of the storefront which extends over the sidewalk a distance of at least 5'-0".

- a. If required by local or national code, provide and install all necessary smoke detectors, risers, piping, shut off valves and sprinkler heads. The shut off valve shall be located in a readily accessible position in the Receiving Room. The layout of the sprinkler system must not interfere with the layout of the lighting or store fixtures as indicated in LESSEE'S site specific plans.
- a. Pay for and obtain all building permits, licenses, impact fees and other grants of authority which may be required in connection with the construction of the improvements. Permits must be based on LESSEE'S site specific plans.
- a. All improvements that may be required by the local codes and government agencies including, but not limited to, fire and handicap code requirements.
- a. Certification that the Premises are asbestos free, and that LESSOR is responsible for the removal of same as well as any other material deemed to be harmful.
- a. Substantial completion of all of LESSOR'S work as described in this document, the lease and LESSEE'S plans, all prior to LESSEE'S possession.
- a. If mail delivery directly to the premises is not available, the Lessor shall provide a means for Lessee to securely receive mail on the shopping center grounds that is approved by the local postal authority.

#### 1.1 General Notes

- 1.3.1 DOCUMENTS LESSEE will produce a "site specific" set of plans and documents for LESSOR'S use in producing LESSOR'S own construction and permitting plans and documents. All documents, plans or specifications prepared by LESSOR are subject to approval by LESSEE prior to the start of construction. All changes and revisions to the plans and/or specifications after LESSEE has given final approval must be resubmitted prior to the commencement of construction. Any work performed without written approval may be subject to revision at LESSOR'S expense.
- 1.3.2 PLANS Prototype plans may have been issued to LESSOR during lease negotiations. These plans are for the purpose of cost estimation only and are not for construction. Construction will be per LESSEE'S site specific drawings only.
- 1.3.3 SUBSTITUTIONS- Substitutions to LESSEE'S specified materials will not be permitted without LESSEE'S written approval. All requests for substitutions must be presented in writing to the Cato Store Planning Department. Unapproved substitutions are subject to rejection and shall be replaced at LESSOR'S expense. Contact for LESSEE will be through the following source: The Cato Corporation, Store Planning & Design Department, 8100 Denmark Road, Charlotte, NC 28273-5975. Telephone: 704-551-7466 Fax: 704-551-7594. (SWood@CatoCorp.com)
- 1.3.4 DISCREPANCIES Where there is a discrepancy or conflict in LESSEE'S site specific drawings and/or specifications, LESSOR shall obtain clarification from LESSEE'S Store Planning and Design Department before proceeding with the work. For work not covered in the drawings and/or specifications, LESSOR shall, in advance, submit to the Cato Store Planning and Design Department for approval two (2) sets of drawings describing the condition and outlining the required work. LESSEE will not be held responsible for extra work performed by LESSOR without receiving proper authorization. Should LESSOR proceed with unauthorized work, LESSOR may be required to undo or revise such work at LESSOR'S own expense.

- 1.3.5 CERTIFICATE OF OCCUPANCY Prior to the acceptance of the completed work, LESSOR shall perform all necessary work specifically under its responsibility required by the government agency or agencies having jurisdiction and the authority to issue a Certificate of Occupancy. It shall be LESSOR'S responsibility to pay for and obtain the Certificate Of Occupancy.
- 1.3.6 PUNCH LIST LESSEE shall review the job with LESSOR prior to final acceptance and prepare a punch list. The Premises will not be considered complete until the punch list work has been completed.
- 1.3.7 INSURANCE Contractor shall carry adequate liability and builder's risk insurance.

## 1.1 Existing Conditions

- 1.4.1 In the event that the Premises are in an existing structure having had a previous tenant, LESSOR will perform the following as required:
  - a. Remove all exterior signs of previous tenant and patch, repair and clean as required for a neat and finished appearance. Painted surfaces to be repainted and stained surfaces to be restained to match existing, unless otherwise noted.
  - b. Cap-off any floor drains, plumbing, conduit or depressions in floor slab and patch slab level, smooth and ready to receive floor covering.
  - c. Remove all existing sales fixtures, shelving, cabinetry, floor coverings, signage, electrical, mechanical equipment, plumbing fixtures and any other items not deemed useful or necessary by LESSEE. LESSEE or its agent will determine the extent of items to be reused, if any.
  - d. New work shall align with and match existing work, except where otherwise dimensioned or detailed.

#### 1.1 Compliance with Building Codes and Laws

1.5.1 All construction shall fall under, conform to and abide by all local, city, county and state building codes and regulations. Should any work be performed contrary to such laws, ordinances, rules and regulations, then LESSOR shall bear all costs arising therefrom. All work shall be done in compliance with the Occupational, Safety and Health Act (OSHA).

## 1.1 Manufacturers Specifications and Instructions

- 1.6.1 Unless otherwise noted, all manufacturers' materials, products, process and equipment shall be installed or applied in accordance with the manufacturer's instructions. No substitutions will be accepted without express written approval of LESSEE and any corrections required to the specified materials will be solely at LESSOR'S expense.
- 1.6.2 Provide complete operating, maintenance and equipment specification manuals to LESSEE'S Construction Manager at the time of acceptance of Premises by LESSEE. Also provide a written list of service sub-contractors, including names address, phone numbers and contact persons for future service needs.

## 1.1 Workmanship

- 1.71.1 All finished work shall be free of defects. LESSEE reserves the right to reject any materials and workmanship which are not considered to be of the highest standards of the various trades involved. Any action required to correct poor workmanship will be at LESSOR'S expense.
- 1.71.1 The Contractor shall verify that no conflicts exist in locations of any and all mechanical, telephone/data, electrical, lighting and plumbing equipment. This shall include all piping, ductwork and conduit. All required clearances for installation or maintenance of said equipment shall be provided.
- 1.71.1 All materials furnished and installed shall be free from defects. All materials and workmanship shall be guaranteed for a period of one year from the date of acceptance of the Premises by LESSEE. During this period any problems due to defective materials or faulty workmanship shall be corrected immediately to the satisfaction of LESSEE.

#### 1.1 Construction Completion

- 1.81.1 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 operation of the premises have been received from all governing bodies, except for business licenses and other licenses required by LESSEE.
- 1.81.1 One week prior to turn over LESSOR shall arrange for the transfer of the utilities to LESSEE. Coordination with LESSEE will be through the following source:

The Cato Corporation Construction Department 8100 Denmark Rd Charlotte, NC 28273 704.551.7551 Phone 704.551.7309 Fax

#### 1.1 Temporary Power

1.91.1 In the event that permanent power is unavailable when LESSEE begins it's work on the Premises, LESSOR shall provide temporary power sufficient to power all electrical, lighting and HVAC (200 amps of 208/120 Volt) for LESSEE'S sole use until permanent power is available. If such temporary power has not been provided by the time that LESSEE begins work on the Premises, LESSEE shall provide the necessary power and charge back the cost to LESSOR.

#### 1.1 Site Development

- 1.1.1 Parking areas shall be hard-surfaced with concrete, asphalt (minimum 3") or other suitable material properly striped, curbed and guttered with a minimum parking of one (1) space per each 250 s.f. of leasable area of the Premises or per code if greater.
- 1.1.1 Walks shall be surfaced with concrete, stone, brick paver or other hard surfaced material.

- 1.1.1 LESSEE will not accept any newly planted trees in front or along the sides of the building that will, upon full maturity, block the view of the pylon sign, LESSEE'S storefront exterior signs and/or the storefront of the Premises.
- 1.1.1 Dumpster locations, pad and enclosure designs are subject to approval by LESSEE.
- 1.1.1 LESSOR shall provide a minimum of one industry standard trash receptacle on the side walk for every (50) fifty lineal feet of storefront. Receptacles should be located close to demising lines and away from store entrances.

## 1.1 Building Dimensions/ Structure

- 1.1.1 The Contractor shall verify all dimensions and conditions on the drawings and on the job site prior to execution of any work and shall notify LESSEE in writing of any discrepancy. LESSOR shall be responsible for all costs from revisions to the Premises required due to his failure to do so.
- 1.1.1 Dimensions on LESSEE'S plans for interior walls are given from finished surface to finished surface, unless otherwise noted.
- 1.1.1 Dimensions on LESSEE'S plans, given in figures, shall take precedence over scaled dimensions. All dimensions shall be verified on site. Dimensions are not adjustable unless noted (+-).
- 1.1.1 LESSEE prefers free span buildings with no interior columns. All support columns shall be enclosed in wall structures and shall not protrude into the sales area allowing for an uninterrupted flow around the perimeter walls. Vertically furring out the walls and columns shall be accomplished without significant loss of interior square footage. Any deviation from this standard must be approved by the LESSEE.

#### 1.1 Storefront Façade and Signs

- 1.12.1 LESSOR shall provide a storefront fascia sufficient in height and width to receive LESSEE'S prototypical signs with the word "Cato" being 48" high and the word "Fashions" being 24" high as described in Exhibit D of the Lease. Signs shall be direct wall mount individual letters. Fascia must be structurally sound to support the signs. Fascia and signs will be in accordance with LESSEE'S store plans and specifications. In the event LESSOR does not provide a storefront fascia sufficient to receive the type and size signs described above then LESSOR shall reimburse LESSEE for any additional cost incurred by LESSEE in modifying said fascia.
- 1.12.2 Should there be sufficient room and structure LESSEE will install an illuminated undercanopy sign in front of the Premises.
- 1.12.3 LESSOR shall provide a means of access to the fascia and undercanopy to permit the erection and wiring of LESSEE'S signs.
- 1.12.4 All final electrical connection to LESSEE'S signs shall be by LESSOR.

#### 1.1 LESSOR'S Architect and/or Engineer

1.1.1 Should it be necessary for LESSOR'S architectural plans for the Premises to be altered in order to accommodate LESSEE'S specifications and site specific plans, the costs for those changes will be borne by LESSOR. Should Electrical, Mechanical, Structural or other type of Engineering services be required for the construction or permitting of the Premises, those services shall be contracted and paid for by LESSOR.

#### **Division Two – Materials**

#### 2.1 Flooring

- 2.1.1 Provide a smooth finish, level and on a single plane without depression, concrete floor.
- 2.1.2 Flooring Materials
  - a. Vinyl Composition Tile ("VCT") shall be supplied and installed in the Receiving Room Rest Room/Rooms.
    - VCT 1 Armstrong, Imperial Texture Standard Excalon #51901 "Taupe", or equal.
  - b. Vinyl Base stall be installed in the Receiving Room Rest Room/Rooms.
    - B1 Roppe, #182 "Toffee", 4" high cove, or equal.
  - c. Leave remaining unused VCT in the Premises for future repairs
  - d. Should a Restroom be located in the Fitting Room area, the flooring shall be ceramic tile, supplied and installed by LESSEE.

#### 2.1 Ceilings

- 2.2.1 Provide a hung ceiling at 11'-0" A.F.F. throughout the Sales Floor and at 9'-0" A.F.F. in the Fitting Rooms. Should a Fitting Room Restroom be required, it will also receive a hung ceiling at 9'-0" A.F.F. The layout of the ceiling shall exactly match that specified in the site specific drawings for the Premises.
- 2.2.2 Suspension shall be standard "T Sections" and "L's" at wall. Pre-finished steel with adequate strength to support lighting fixtures, track lighting, etc. Main runs shall be 48" O.C. and shall be perpendicular to the joist structure above.
- 2.2.3 Receiving Room Rest Room/Rooms shall receive a drywall ceiling at 7'-4 3/4" A.F.F.
- 2.2.4 Acoustical Tile shall be Armstrong #2712 "Dune," "Second Look" 24" x 48" tegular ceiling tile with 15/16" "Prelude" White Grid.
- 2.2.5 Receiving Room will receive no ceiling but shall be exposed to the deck above.
- 2.2.6 Provide and install roof insulation at a minimum value of R 24 or provide and install a layer of R18 batt insulation above the ceiling of the Premises.

2.2.6 The Contractor should consult the lighting plan before planning or installing the ceiling grid. The required location and pattern of the wall wash fixtures may have a bearing on the arrangement of the main runs of the grid.

#### 2.1 Wall Materials

- 2.3.1 All demising walls shall be complete to the roof, sheetrocked, fire taped, and sanded smooth to receive LESSEE'S finish. They shall be constructed of 6", 20 GA. metal studs. Spacing of studs shall conform to LESSEE'S layout plan with specific starting distances from the storefront and progressing at 24" O.C. intervals.
- 2.3.2 Build a full height Sales Floor/Receiving Room wall from the floor to the deck.
- 2.3.3 Construct a Fitting Room enclosure behind the Sales Floor/Receiving Room wall. The interior surfaces of the studs shall be covered with a layer of 3/8" O.S.B. plywood under a layer of 5/8" G.W.B.
- 2.3.3 Construct an Office at the rear of the store. This will consist of insulated walls, a solid core wood door with lockset, dropped "T" bar ceiling with insulation above, supply and return air, one fourplex electrical outlet and a telephone jack.
- 2.3.3 Should the demising walls not be built with the study on 24" centers and per LESSEE'S specific layout dimensions, LESSOR must cover the walls with 3/8" O.S.B. plywood and 5/8" drywall over that, firetaped and sanded smooth to receive LESSEE'S finish. Provide fire rated plywood instead of the O.S.B. if required by code.
- 2.3.3 There shall be no visible joints in the finish and all corners shall receive metal corner bead. No textured finishes of any kind are permissible.
- 2.3.3 All rated walls shall have their rating maintained and all new penetrations shall be sealed to meet current code requirements.
- 2.3.3 Provide adequate bracing to the structure as required to secure walls.

#### 2.3 Painting

2.4.1 All painting in the Premises interior is the responsibility of LESSEE.

## 2.3 Doors and Glazing

2.5.1 LESSOR shall provide all exterior and interior doors and frames as specified in LESSEE'S plans and specifications.

# 2.5.2 Exterior Strip Center Storefronts

a. Provide one (1) pair of 3'-0" wide aluminum storefront doors. Doors shall be equipped with door closers, weather stripping, a locking cylinder for the active leaf and one pair of flush bolt locks with finger guard for the inactive leaf. Doors will be equipped with adequate weather stripping on all sides. Doors will also be equipped with push/pull hardware as required by code. In the event that a column interferes with the location of

the entry door, LESSEE may require two single 3'-0" doors flanking the obstruction as opposed to the pair of doors.

- a. Provide and install a fully glazed storefront per LESSEE'S plans and elevations.
- c. Glass shall extend uninterruptedly, from the demising wall or Lease line on one side to the same on the other side. Glazing shall extend continuously from the floor to the maximum height possible, but not less than 9'-4" A.F.F. The storefront shall not contain any horizontal mullions higher than 24" above the floor. Vertical mullions shall be spaced a minimum of four (4) feet apart. Knee walls are not permitted. Glass shall be clear plate glass and shall be tempered where required by applicable code.
- d. Mullion finish shall match the Shopping Center material. If matching the Shopping Center is not an issue the finish shall be bronze.

# 2.5.3 Receiving Room And Fitting Room Doorways

- a. Provide a 3'-0" x 7'-0" door in the Receiving Room wall, as specified in LESSEE'S Plans and Specifications.
- b. Provide a 3'-8" x 7'-2" rough opening into the Fitting Room ready to receive casings provided and installed by LESSEE.

#### 2.5.4 Rear Service Door

- a. Provide and install a steel clad door in the rear exterior wall into the Receiving Room and a wide angle peep hole security viewer by Ives Hardware (#U69B) and a "Positive Lock" emergency exit alarm bar, THPA (W) Series (See drawings for detail).
- a. In the event the loading area located to the rear of the Premises is not on grade with the rear service door of the Premises, then provide an A.D.A. compliant ramp for merchandise delivery to the rear service door. Stairs are <u>not</u> an adequate means of access.
- a. In the event a corridor is required to connect the Receiving Room and the exterior door of the Premises leading to LESSEE'S loading dock or loading area, the following conditions shall apply:
  - 1. The corridor will be dedicated for LESSEE'S use only.
  - 1. The corridor shall be a minimum of 5 ft. wide with 2hr rated walls extending to the structure above.
  - 1. The corridor shall meet all applicable local, state and national codes regarding lighting, exit requirements and fire safety.
  - 1. Provide an electronic strike mechanism at the exterior rear loading dock or rear loading area door controlled from the Receiving Room of the Premises. In this manner shippers can be allowed access to the corridor and their identity can be verified through the peep hole in the rear service door before being allowed entry to the Premises.

- 2.5.5 LESSOR shall provide and install a code compliant steel clad door in the rear exterior wall in the Fitting Room. It shall be equipped with a "Positive Lock" emergency exit alarm bar, THPA (W) Series. (See drawings for door location and detail).
- 2.5.6 All door locations shall be exactly per LESSEE'S plans. Any change in the position of these doors will require LESSEE approval.

# 2.6 Plumbing

- 2.6.1 Provide and install a Rest Room or Rest Rooms in compliance with applicable codes and The Americans With Disabilities Act. Rest Rooms to be complete with water closets, lavatory, exhaust fan, grab bars, vanity mirrors, fiberglass reinforced or non-porous wall surface material, toilet paper dispensers and paper towel dispensers. Plumbing will be installed complete and operational including water and waste lines, venting, fixtures and equipment as required.
- 2.6.2 Provide and install a six (6) gallon water heater mounted above the Receiving Room Rest Room. Water heater shall be equipped with a code approved vacuum breaker, temperature and pressure relief valve. Provide primary and secondary drains for water heater
- 2.6.2 A water cooler will be shown on LESSEE'S plans. However, do not provide one unless it is required by code.
- 2.6.2 Provide a service sink in the receiving room. Include fiberglass reinforced or non-porous wall surface material above.
- 2.6.2 The configurations and dimensions of the restrooms will be exactly per LESSEE'S plans and specifications.
- 2.6.2 Plumbing contractor shall provide risers, carriers, etc. required for a complete insulation.
- 2.6.2 Roof penetrations shall be done in strict compliance with LESSOR specifications and shall be leak proof.
- 2.6.2 Field verify all existing conditions and locations of stub ins. Notify Cato Store Planning Department of any discrepancies that would alter the intended store layout.
- 2.6.2 Provide single water meter for the Premises. Multiline services to be consolidated into a single service.
- 2.6.2 All plumbing work will be done in strict compliance with all governing codes.
- 2.6.2 The plumbing contractor shall guarantee that the complete plumbing system will be free of defects in workmanship for a period of 12 months from the date of final acceptance by LESSEE.

#### 2.6 Electrical

- 2.7.1 Provide the entire electrical service, including panels, boxes and breakers adequate to service LESSEE'S requirements, including:
  - a. Wall Outlets
  - b. Mechanical Equipment
  - c. Ceiling Troffers and Recessed Wall Wash Fixtures
  - d. Recessed Down lights (if any, see plans)
  - e. LESSEE'S Exterior Signs
  - e. LESSEE'S Window Wall lighting
  - e. Interior Wiring for Telephones
  - e. Rear door buzzer and bell over customer service area.
- 2.7.2 Cato has a national agreement and warranty with NESCO national accounts for all GE switchgear. All panelboards, breakers, disconnects, switches and contactors can be purchased from NESCO. Contact NESCO at 800-244-6980 or Travis Bramlett at 704-201-6146.
- 2.7.3 Provide and install a photocell for LESSEE'S exterior signs. The photocell will be located at the rear of the building away from bright lights. LESSOR will make the final electrical connection to LESSEE'S signs.
- 2.7.4 All electrical service equipment is to be installed exactly in the location indicated on LESSEE'S plans. Any change in this position is subject to LESSEE approval. Service is to be provided through a single meter and is to be energized prior to delivery of the Premises to LESSEE.
- 2.7.4 Provide concrete trenching as required for customer service counter electrical needs.
- 2.7.4 All wall mounted telephone/data and electrical outlets shall be installed 15" A.F.F., unless otherwise noted. Outlet heights are measured from the rough floor to the centerline of the cover plate mounted vertically.
- 2.7.4 Sales floor and fitting room lighting shall be controlled by a contactor panel located next to the main panel. The lighting contactor shall be 30 amp, mechanically held with an internal three-wire controll module. NC poles shall be provided for emergency circuits. Control coil voltage shall be compatible with lighting circuits' voltage. Contactor (10MB) GECR463M66NJA10A0 30A, 12 poles normally closed.
- 2.7.4 Electrical shall be in accordance with the current editions of the National Electrical Code, State Building Code and Local Codes. They shall also be in compliance with LESSEE'S plans and specifications.
- 2.7.4 Provide and install a completely safe and operational code and lease compliant electrical system as illustrated and specified in this document and the specific site plans and specifications. Exterior meters and panel boxes shall be kept locked and secure at all times.
- 2.7.4 All materials shall be new and U.L. listed.

- 2.7.4 All circuit wiring shall be concealed in finished areas and in wall construction. Run exposed parallel/perpendicular within roof structure in Receiving Room. All conductors shall be single conductor copper.
- 2.7.4 Grounding shall be in accordance with the NEC article 250. All power wiring circuits shall have a code sized equipment grounding conductor. MC cable shall have an equipment grounding conductor. All circuits shall have an equipment grounding conductor bonded to the panel ground BUS and outlet box. All isolated ground circuits shall have an equipment grounding conductor bonded to the panel isolated ground BUS and the isolated and outlet box plus a isolated grounding conductor bonded to the panel isolated ground BUS and the isolated grounding terminal of the wiring device.
- 2.7.4 Transformers will be used for 480/277 volt services. Transformers shall be general purpose, ventilated dry type. Primary shall be 480 volt, 3 phase Delta; secondary shall be 208/120 volt, 3 phase, 4 wire, 60 Hertz. Temperature rise shall be standard 150 degrees C. Full capacity taps shall be standard above and below normal. Core and coil assemblies shall be isolated from the frame to minimize audible sound transmission. Transformers shall be equipped with required lugs to accommodate the specified conductors.
- 2.7.4 Safety Switches for minimum construction shall be general duty for up to 250 volts AC. For Heavy duty, minimum construction shall be for up to 600 volts AC. Switches shall be horsepower listed. Fault current listing shall be minimum 100,000 KAIC. Switch enclosures shall be NEMA-1 indoors and NEMA-3R outdoors and in wet locations.
- 2.7.4 Wiring devices shall be specification grade. Wiring device color shall be white. Isolated ground receptacles shall be orange. Coverplates shall be white Thermoplastic. Switches shall be 120/277 volt listed, 20 AMP minimum. Duplex receptacles shall be 125 volt listed, 20 AMP minimum. Ground fault circuit interrupter (GFIC) receptacles shall be used in wet areas, within 6 feet of water sources, outdoors and on the roof. Receptacles outdoors and in wet areas shall have a weather protected coverplate.
- 2.7.4 Connect all HVAC, plumbing, equipment furnished by other trades and all equipment provided by LESSEE. Equipment with labels stating "Max Fuse Size" shall have a fused safety switch at the connection point. Provide fuses as required by the nameplate. Make all final connections.
- 2.7.4 Contractor shall guarantee all work and materials for one year effective the day that the premises are accepted by LESSEE.
- 2.7.4 Provide conduit for the telephone line from the main building de marc to above the electrical panel in the receiving room. Include a pull string in the conduit.

# 2.7 Lighting

2.8.1 Provide and install lighting exactly per LESSEE'S plans and specifications. The total fixture package, including lamps shall be supplied by NESCO. All fixtures as specified will be in stock at NESCO. LESSEE has a national agreement and warranty with the following suppliers: LITECONTROL, GE, ADVANCE and GAMMALUX through NESCO. LESSOR will receive the benefit of national account pricing by using these

- model numbers when ordering these fixtures through NESCO National Accounts at 800-244-6980 or Travis Bramlett at 704-201-6146.
- 2.8.2 Provide all Sales Floor and Fitting Room 2' X 4' lay-in lights, perimeter recessed wall washers, and Receiving Room fluorescent light fixtures.
- 2.8.3 Track lighting is occasionally used in some stores. It shall be provided and installed by LESSEE. Circuitry, J boxes and final electrical connection for such track lighting shall be provided and installed by LESSOR.
- 2.8.3 LESSEE will supply and install custom lighting on the Window Walls at the front of the store. LESSOR will supply and install circuitry, J boxes and final connection for such fixtures.
- 2.8.5 Provide adequate exterior lighting at the receiving door and rear of the Premises. Lighting plans are subject to LESSEE approval.
- 2.8.6 Sales Floor and Fitting Room lay-in static fluorescent troffer specifications shall be:
  - A. 2' x 4' lay-in static fluorescent troffer, flat steel door with mitered corners hinged and latched from either side. #12 pattern acrylic lens. Lithonia #CATO A 243A12. Three GE F32T8XL/SPX35/ECO lamps. ADVANCE CENTUM low-watt RCN-3P32-LW ballasts.
- 2.8.7 All perimeter recessed fluorescent wall wash fixtures shall be:
  - A. 9"x4" LITECONTROL #CATO B WALL 232. Two GE F32T8XL/SPX35/ECO lamps. ADVANCE CENTUM low-wattRCN-2P32-LW ballast.
  - B2. 9" x 2' LITECONTROL #CATO B2 WALL217. Two GE F17T8XL/SPX35/ECO lamps. ADVANCE CENTUM low-watt REL-2P32-LW-SC ballast.
- 2.8.8 Receiving room suspended and other strip lighting shall be:
  - A. 48", 2-tube, fluorescent strip light. Lithonia #CATO C ST232. Two GE F32T8XL/SPX35/ECO lamps. ADVANCE CENTUM low-wattRCN-2P32-LW ballast.
- 2.8.8 Exit signs shall be:
  - X. Exit sign, single stencil face, white finish, thermoplastic housing, red letters. Lithonia #CATO X EXIT. LED lamps included.
- 2.8.8 Emergency Lighting shall be:
  - XA. Recessed housing (ceiling mounted) emergency light. Two PASR36/5.4 watt

- lampheads, 6-volt lead-calcium battery, white finish. Lithonia #CATO XA EBU. Two 5.4 watt PAR 36 lamps included.
- XB. Surface housing (wall mounted) emergency light. Two PASR36/5.4 watt lampheads, 6 volt lead-calcium battery, white finish. Lithonia #CATO XB EBU. Two 5.4 watt PAR 36 lamps included.
- XC. Weather proof surface mounted remote emergency incandescent light. Two PASR36/7 watt lampheads, 6 volt lead-calcium battery, white finish. Lithonia #CATO XC REM. Two 7-watt PAR 36 lamps included. Used only if required by code.
- 2.8.11 The lighting fixtures specified identify the series of light fixture only. The Contractor shall furnish and install all required accessories, options, mounting hardware and field fabrication required to properly adapt the fixtures to the specific application.
- 2.8.11 Lay-in lighting fixtures shall not rely on the ceiling system alone for support. They shall be supported from the structure by no less than two hanger wires and secured to the ceiling grid system with the appropriate screw hardware.
- 2.8.13 All lighting shall be controlled through a series of contactors and switches as shown on the electrical plans. Night lights, emergency and exit lighting shall be circuited for 24 hour operation.
- 2.8.14 120 volt lighting circuits shall not exceed 1600 volt/amps. 277 volt lighting circuits shall not exceed 3600 volt/amps. Use the input watts listed in the lighting fixture schedule, multiplied by the quantity of the light fixtures per circuit to determine the circuit volt/amps. Sample sales area 2/x4/ fixtures and perimeter lighting fixtures are illustrated in the lighting plan.
- 2.8.15 If insulation is installed on top of the lay-in ceiling, maintain 3" clear air space between all recessed lighting fixtures and the insulation material. No ceiling insulation shall be installed on top of light fixtures.
- 2.8.16 The emergency and exit lighting locations shown on the plans do not take exception to local code requirements. That type of lighting which is illustrated in the plans is a minimum standard only. The Contractor shall furnish and install an adequate quantity and appropriate locations to satisfy all code requirements.
- 2.8.17 No common area exterior building, parking lot, pylon or undercanopy light circuits will be attached to LESSEE'S panel or individual meter.

## 2.8 Parking Lot Lighting

- 2.9.1 Provide and install a complete lighting system, including concrete bases, poles, luminaries, conduit, wiring system and complete connection in the parking lot for the entire shopping center, including the area around the dumpsters.
- 2.9.1 The design shall accomplish a general overall ambient light level of four to seven foot candles or better. It is suggested that lighting be accomplished using 1000 watt high pressure sodium, vertical lamps with area round/area square distribution.
- 2.9.1 The entire parking lot lighting system shall be connected to LESSOR'S panel through LESSOR'S meter.
- 2.9.1 Building mounted security lighting shall not be used for any parking area illumination other than parking to the side of said building and then only to a maximum of 45'.
- 2.9.1 Mounting Heights:
  - a. Parking area luminaries mounting height shall not be more than 50 feet.
  - a. Drive or roadway luminaries mounting height shall not be more than 35 feet.
- 2.9.6 Lighting standards shall be installed not over five (5) times the luminaries mounting height apart, and not over two and one half (2 \_) times the mounting height from the perimeter of the lot.
- 2.9.7 Install luminaries at entrances and exits to maintain twice the minimum foot candle level of the adjacent parking area.

#### **2.9 HVAC**

#### 2.9.1 General Notes

- a. The Contractor is responsible for providing a complete system including ductwork, dampers, diffusers, return air system, thermostats and all other equipment as required. A minimum of two (2) combination heating and cooling units are required. The system shall cover all areas of the premises, including the sales floor, the receiving room, the fitting room, the office and the restrooms.
- a. No mechanical components of a split system may be installed over the sales floor area with the exception of ductwork. All equipment must either be on the roof, above 10' in the receiving room or behind the building. Auxiliary drain pans shall be provided under the entire indoor unit. Provide a float switch in the drain pan to shut down the unit in presence of water.
- a. All piping, ducts, vents, etc. extending through walls and/or roofs shall be flashed and counterflashed so as to be waterproof. Install gasket between unit and curb to provide a watertight seal and to prevent air leaks. The unit must be level to provide adequate drainage.
- a. Extend all drain lines to splashblock or as indicated and routed so as to prevent interference with other equipment. Drains from the rooftop units shall be trapped.

- a. Instrument test holes shall be located in each supply duct or zone duct in each return air duct and each outside air duct.
- a. Install a manual (non-programmable) thermostat with mechanical adjustments and or with digital display for all devices requiring one whether indicated on the drawings or not. Thermostats shall be installed by the HVAC contractor after the installation of LESSEE'S perimeter fixtures. Mount the thermostats on the fixture fin walls (provided and installed by LESSEE). Mounting height shall be 54" A.F.F. and 18" off of the wall. Coordinate installation with LESSEE'S construction manager.
- a. All main distribution ductwork shall be galvanized sheet metal contracted in accordance with SMACNA standards. Flex duct may be used for the last 6' run to or from a diffuser provided, duct has 1 \_" insulation, is foil wrapped, has spiral wire reinforcement, is U.L. rated and is properly supported with no kinks.
- a. All supply and return rectangular ductwork shall be lined with 1" thick duct liner, 15 LB. Density. All round supply ducts to have 1 \_" thick fiberglass duct wrap with vapor barrier.
- a. Filters shall be replaced with new ones at the end of construction.
- a. All mechanical work shall be performed in accordance with recognized acceptable practices and shall be in compliance with all national, state and local codes.
- a. Use of the above ceiling plenum area as a return air system is not acceptable. Return air shall be ducted to the ceiling.
- a. Provide primary and secondary drain capabilities for air handler unit where used.
- a. The HVAC system shall be balanced throughout after installation. Adjust splitters as required to provide proper distribution in all areas.
- a. All mechanical work shall be guaranteed for a period of at least one year from the date of final acceptance by LESSEE against defects in equipment, workmanship and installation.
- a. Each compressor to have 1<sup>st</sup> through 5<sup>th</sup> year factory parts warranty on the compressor. Each unit is to have 1<sup>st</sup> year labor warranty from the installing contractor and 1<sup>st</sup> year factory parts warranty on the entire unit and a ten year factory warranty on the heat exchanger.
- a. Provide to LESSEE, in writing, the name of the local mechanical service company, equipment manuals and warrantee information.
- a. All systems above 2000 CFM shall have smoke detectors in supply and return sections of the units. The detectors shall shut down the HVAC system and provide an audible and visual alarm through the fire alarm. Stores without fire alarms shall have a local audible and visual panel located at an attended location in the store to monitor the detectors status and provide a reset feature.
- a. All units will have both an economizer and a low ambient control unit. Seal around the economizer to provide a water and air tight condition.
- a. Provide and install burglar bars in both the supply and return openings at the rooftop level. These bars shall be #4 rebar (1/2") 6" O.C. in both directions forming an impassable grid.

#### 2.9.1 Specific Equipment Requirements

- a. One of the following types of systems (rooftop or split system) will be used depending upon the design temperatures from the latest edition of the ASHRAE handbook of fundamentals (2001 edition):
  - 1. Electrical resistance heat/DX cooling.
  - 1. Electric heat pump with auxiliary electric heat.
  - 1. Gas heat (natural or propane)/DX cooling.

HVAC equipment shall be manufactured by one of the major commercial companies, i.e., Carrier, Trane or Lennox, with the EER rating > 10.0 SEER.

a. Based on these temperature ranges, LESSEE prefers the following equipment.

99 % Outside Heating Design Temperature	Preferred equip.	Alt. #1	Alt. #2
*32 Degrees and above	1	2	NA
*12 Degrees to 32 Degrees	2	1	3
Below 12 Degrees	3	NA	NA

- Maximum KW of heat = 2KW/ton of cooling
- a. All equipment to have outside air per code under the control of a CO/2 sensor. Close outside air in unoccupied periods.
- a. Cooling loads shall be calculated by ASHRAE procedures. Minimum cooling capacity is based on the outside temperatures, ASHRAE 0.4% column in data book.
  - 1. 90 Degrees and below outside –500 S.F./ton
  - 1. 91-95 Degrees 400 S.F./ton
  - 1. Above 95 degrees 350 S.F./ton

For temperatures above 91 Degrees outside, utilize 350 CFM per ton on air handling fans.

CATO HVAC EQUIPMENT				
Description	Economizer	Low Ambient		
RTU 5 TON COOLING/GAS HEAT	X	X		
RTU 5 TON COOLING/ELECTRIC HEAT	X	X		
RTU 5 TON HEAT PUMP/ELECT AUX HEAT	X	X		
SS CONDENSER 5 TON		X		
SS FURNACE 45,000 BTU				
SS EVAPORATOR 5 TON				
RTU 3 TON COOLING/GAS HEAT	X	X		
RTU 3 TON COOLING/ELECTRIC HEAT	X	X		
RTU 4 TON COOLING/GAS HEAT	X	X		
RTU 4 TON COOLING/ELECTRIC HEAT	X	X		
RTU 7.5 TON COOLING/GAS HEAT	X	X		
RTU 7.5 TON COOLING/ELECTRIC HEAT	X	X		
RTU 10 TON COOLING/GAS HEAT	X	X		
RTU 10 TON COOLING/ELECTRIC HEAT	X	X		
RTU 3 TON HEAT PUMP/ELECT AUX HEAT	X	X		
RTU 4 TON HEAT PUMP/ELECT AUX HEAT	X	X		

RTU 7.5 TON HEAT PUMP/ELECT AUX HEAT	X	X
SS 7.5 TON HEAT PUMP/ELECT AUX HEAT	X	X
SS 10 TON HEAT PUMP/ELECT AUX HEAT	X	X

- Specify voltage on all units.
   Factory roof curbs are included on roof top units.
   Economizers, low ambient and roof curbs require field installation and some assembly.