SECTION 01010 - SUMMARY OF WORK

PART I - GENERAL

1.01 GENERAL REQUIREMENTS

- A. The "General Conditions of the Contract for Construction" AIA #A201, Latest Edition, Supplementary Conditions and General Requirements apply to the work and all specification sections and all are complimentary.
- B. Walgreens drawings and specifications are intended to show construction CRITERIA ONLY and to describe Walgreens requirements. All other architectural, civil, structural, mechanical and electrical engineering for complete construction documents, including specifications shall be provided by the Landlords Architects and Engineers, at Landlords expense.
- C. Complete properly operating construction ready for occupancy shall be provided by the Contractor at his expense. All work shall conform to requirements of Documents.
- D. Building Requirements:
 - 1. Wholly or partially prefabricated buildings or structural systems are prohibited. Materials containing asbestos are prohibited. Demolition activities required to prepare a site to receive a new Walgreens shall remove all existing construction and improvements. Existing buildings shall be completely removed including foundations, footings and basements. Dirt floors are prohibited in crawl spaces. Abandoned spaces within existing structures, which are being converted to Walgreens stores, shall be free of all debris of any origin, and access shall be provided to permit inspection.

Construction, demolition or existing debris of any form, regardless of its origin, shall be completely removed from the site and shall be legally disposed of off site.

- 2. Vertical Dimensions: Provide a 13'-0" clear height sales floor. See drawings for minimum clearance above ceiling to bottom of structural system for mechanical, electrical and sprinkler systems. Provide 14'-6" minimum clear between general stock finish floor and bottom of structural system, and not less than 14'-0" clear to any items suspended from the structural system in the stock area, unless specifically approved by Walgreens.
- 3. Exterior: the height to the top of coping of the glass tower on prototype shall be $27' \cdot 11 \frac{1}{2}$ " (higher for Neighborhood prototypes). The front facade sign band shall be 23' $11 \frac{1}{2}$ " high to top of coping but not less in height than any other store in the shopping center. Exterior design and materials shall be as approved by Walgreens. Neighborhood prototype stores shall be modified as required by Walgreens project architect.
- 4. Multiple Floor Stores: For stores containing mezzanines, second floors or basements, the floor of any second level or floor area above the basement shall consist of a steel, bar joist and metal deck structure with concrete floor construction. Precast concrete planks may be considered at the discretion of Walgreens Project Architect. Provide a minimum of 10-ft. clear to bottom of structure, ductwork, lighting, sprinkler piping and electrical systems at second level.

Stairs between floor levels shall be prefabricated steel units with concrete filled treads and landings. Elevators or personnel lifts shall be provided if required by

ADA or local authorities. Walgreens merchandise conveyor shall be installed, if indicated on the Walgreens fixture plan.

- 5. Basements: For stores containing basements, provide positive side water-proofing of all walls, under-floor drainage systems with vapor barrier (if high water table or hydro-static pressure is present), foundation drainage systems, two sump pits and sump pumps. Sump pumps shall be equipped with battery back-up systems providing a minimum of eight hours of service in the event of a power failure. Provide a minimum of 10-ft. clear to bottom of structure, ductwork, lighting, sprinkler piping and electrical systems. Ejector pumps shall be provided when toilet facilities are present. Provide floor drains with check valves to prevent back-up during rainstorms. Provide sealed concrete floors. Concrete walls shall have a smooth rubbed, painted finish except when local energy codes require additional insulation, then provide furring, insulation and painted gypsum board finishes. Provide two means of egress. Basements shall be fully sprinkled and shall receive lighting and HVAC in compliance with the similar rooms and uses shown in Walgreens Criteria documents.
- 6. Vestibules: Provide a vestibule at the main entry of stores. The vestibule floor shall receive a PVC entrance grid, and contain a floor drain. Walgreens shall provide the size of the recessed area and entrance grid.
- 7. Site: All required utilities shall run underground and connect to building in locations approved by Architect. The Landlords contractor shall arrange for all utilities to be brought to the building. Walgreens shall approve the location of all utility meters, transformer, main control valves and access. Overhead lines above Walgreens store, parking and sidewalks are prohibited.

Walgreens utilities, meters, services entrance, etc. shall not be shared by other tenants. No other tenant's utilities shall be sub-metered from Walgreens meters. Under no circumstances shall access to utility meters, panels, service entrance, etc. for utilities serving other tenants or common areas, be required through Walgreens premises. Walgreens utilities may be sub-metered from the main meter of an existing building, but other tenants shall not be metered from the Walgreens sub-meter. Utility rooms containing house panels, control panels, service entrances, burglar/fire alarm panels, sprinkler risers, lighting controls, meters, etc. serving common areas or other tenants, shall not be located within or accessed from the Walgreens leased premises.

Utilities serving basements, cellars, or other levels immediately below, above or adjacent to Walgreens premises, but not used by Walgreens shall not be tapped from Walgreens utilities, meters, panels, etc. nor charged to Walgreens.

Protective pipe bollards shall be placed at any location where a vehicle could strike the building, columns, utility meters, equipment or other site improvements. Protective highway guardrails conforming to local Department of Transportation Standards shall be provided at all locations where the grade behind a curb line or pavement drops off at 3:1 or greater or where pavement is within five feet of a retaining wall, the top of which is more than two feet above the grade at the bottom of the retaining wall.

The site shall be configured to allow a 65-foot long semi-tractor trailer to enter the site and circulate around the building and exit without obstruction. Grades shall not exceed 5% (1:20) nor be less than 1.5%. There shall be no site stairs or ramps (except those serving the handicapped) unless specifically approved in writing by Walgreens. All site work shall be subject to Walgreens approval.

Site Entrances: Convenient access is critical to Walgreens. Passing motorists should be discouraged from blocking Walgreens site entrances by the posting of "Do Not Block Driveway" signs. Posting of signs allowing U-turns should be pursued for sites with only "right-in/right-out" access or medians along the main thoroughfare. The Landlord shall seek approval for the placement of the referenced signs from the local authority having jurisdiction.

Seismic Zones: Stores, including shelving must be designed to comply with all applicable requirements and ordinances of the local in which they are built. If a municipality requires structural calculations for shelving systems, the Landlord is responsible for contacting Peter S. Higgins & Associates, 30765 Pacific Coast Highway, Box 117, Malibu, CA 90265, phone 310-589-1781 fax 310-589-5194. Mr. Higgins will sub-contract with the Landlord's structural engineer to provide the necessary documentation.

- 8. Retaining Walls: The Walgreens preferred retaining wall is properly engineered, reinforced, poured-in-place concrete. Segmented retaining walls may be considered by Walgreens provided ALL of the following criteria are met.
 - a. Walgreens must approve the use of segmented retaining walls prior to submitting the first check set.
 - A licensed Professional Engineer possessing experience in the design of segmented retaining walls shall properly engineer segmented retaining walls. The retaining wall design must address the soil conditions and recommendations presented in the Geotechnical report prepared for the site. The Professional Engineer must coordinate the retaining wall design with the Civil Engineer to properly accommodate utilities, storm drainage, grades, and other site work. The Architect of Record shall be responsible for assuring that the geotechnical, retaining wall and civil engineering deciplines have been coordinated. Walgreens, at its discretion, reserves the right to hire an independent retaining wall design expert to observe the efforts of the Landlords design consultants to verify that Walgreens requirements are being achieved. Such independent observation shall also include examination of design documents and field observations.
 - c. Segmented retaining walls shall be designed in accordance with the National Concrete Masonry Association "Design Manual for Segmental Retaining Walls" latest edition.
 - d. The total height of the wall shall not exceed 6'- 0".
 - e. Buildings, paving or parking shall be located no closer horizontally to the top edge of the retaining wall than a 1:1 (horizontal to vertical) ratio with the bottom of the wall.
 - f. Parking lot guardrail posts or light standards shall be located no closer horizontally to the top edge of the retaining wall than a 1:1 (horizontal to vertical) ratio with the bottom of the wall.
 - g. Trees shall be located no closer horizontally to the top edge of the retaining wall than a 1:1 (horizontal to vertical) ratio with the bottom of the wall.
 - h. Utilities shall not be located within the fill behind a retaining wall anywhere in the zone defined by a 1:1 (horizontal to vertical) ratio of the top and bottom of the wall.
 - i. The backslope at the top of the wall shall not exceed 4:1 (horizontal to vertical) and shall be graded to prevent surface ponding behind the wall.
 - j. The wall shall be constructed with a uniform batter toward the retained soils.

- k. Segmented retaining walls shall be built on competent foundations for which excessive settlement, squeezing or liquefaction are not potential sources of instability.
- 1. The wall shall be constructed by a contractor with five years minimum experience in the successful completion of walls of the specified manufacturer.
- m. Acceptable Segmented Retaining Wall manufacturers: Anchor Wall Systems[™], Keystone[®] Retaining Wall Systems, Redi Rock[™] Retaining Wall Systems or Versa-Lok[®] Retaining Wall Systems. Substitutions are prohibited.
- n. Retaining walls of any type shall be constructed with features that prevent people from climbing vertical surfaces, loitering at the top of the wall and which provides safeguards to prevent people or vehicles from falling over the wall.
- E. Construction Documents: All construction drawings and project manuals shall be submitted to Walgreens for REVIEW AND APPROVAL PRIOR TO CONSTRUCTION. A complete set of reproducible bond paper copies of the approved drawings shall be submitted to Walgreens within 20 days of Walgreens approval. The approved drawings shall contain all items required by the criteria documents unless specifically noted otherwise. Construction commenced prior to Walgreens approval is done at the Landlords risk.
- F. Permits and Certificates: All required permits, variances and certificates shall be obtained and paid for by the Landlord/Contractor.
- G. The word "Contractor" as it appears in Walgreens Criteria documents refers to the Contractors employed by the Landlord unless noted otherwise.
- H. Contractor shall arrange for, maintain and pay for all temporary utilities until final acceptance by Walgreens. Responsibility for payment of permanent utilities shall not be put into Walgreens name until possession of store is taken by Walgreens.
- I. The word "Landlord" as it appears in Walgreens criteria documents refers to the entity that own and leases the "leased premises" to Walgreen Co.
- J. The word "Tenant" as it appears in Walgreens criteria document refers to Walgreen Co.

1.02 INSURANCE

- A. Indemnification Insurance: (Contractor's Expense).
 - 1. The Landlord's Contractor shall indemnify and hold harmless Walgreen Co. and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work.
 - 2. In any and all claims against Walgreen Co. or any of their agents or employees, by any employees of the Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Specification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

- B. Contractor's Liability Insurance: (Contractor's Expense)
 - 1. Landlord's Contractor shall not commence Walgreen's work without obtaining all insurance hereunder. The insurance shall include Walgreens as an "additional insured". Approval by Walgreen Co. shall not relieve or decrease the liability of the Contractor.
 - 2. The Contractor shall submit to Walgreen Co., before commencing work, evidence of the above-required insurance, which shall contain certification by the insurance companies that such insurance shall not be canceled or materially changed without 30 days prior notification to Walgreen Co.

C. Property Insurance: (Landlord's Expense)

- 1. Unless otherwise provided, the Owner shall purchase and maintain property insurance upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of Walgreen Co. and shall insure against the perils of Fire, Extended Coverage, Vandalism, and Malicious Mischief.
- 2. Any insured loss is to be adjusted with and made payable to Walgreen Co. as trustee for the insured, as their interests may appear subject to the requirements of any applicable mortgage clause.
- 3. Walgreen Co. and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this Specification.

1.03 SUPPLEMENTARY CONDITIONS

- A. Existing Conditions Landlord's Contractor shall examine the project site, all drawings and specifications. If discrepancies or differences exist between drawings, specifications, site conditions, or Walgreens requirements, promptly notify Architect for resolution. No later claims to Landlord. shall be made for extra labor, equipment, or materials, which could have been foreseen by examination of site and project documents.
- B. Code Compliance All work must comply with all applicable codes, shall be structurally sound and fit for Walgreens intended use. Deviation from Walgreens plans and specifications necessary for compliance shall be reported to Architect. All changes are subject to Walgreens approval.
- C. Workmanship and Installation All work shall be performed by skilled experienced workman to properly complete the installation for a neat and finished appearance.

Walgreens and Architect shall decide if the finished work is satisfactory. The contractor shall replace or reinstall any materials or equipment not properly installed or finished in a manner satisfactory to Walgreens, and the Architect..

D. Guarantee/Warranty - The contractor warrants that work performed conforms to the Contract documents and is free of any defect in equipment, materials or design furnished or workmanship performed by the Contractor or Subcontractor of any tier. This warranty shall last as long as permitted by the Statue of Limitations or Repose of the State in which the project is constructed, but in no case shall the warranty period be less than one year. Guarantees and Warranties shall commence on the date of possession by Walgreens.

1.04 PROJECT COORDINATION

- A. Drawing Coordination All Contractors shall review drawings and specifications of all trades and coordinate their work with others. Corrections of conflicts in documents, or field errors shall be made at no extra cost to Owner.
- B. Large Equipment When possible, equipment which is to be installed in the building that may be too large to pass through stairways, doorways, or shafts, shall be brought on the job and placed in the proper space before the enclosing structure is completed, otherwise arrange with other Contractors to permit access at a later date, at no additional cost to Owner.

1.05 SUBMITTALS

- A. Lease Attachments A copy of the site plan is required for attachment to the lease. At a minimum, this site plan MUST include the following information.
 - 1. Overall site plan with dimensions. Show all paved and landscaped areas.
 - 2. All curb cuts, access points, and street medians.
 - 3. Walgreen building location, complete with dimensions, canopies, columns and "WALGREENS" notation.
 - 4. Service access including graphic representation of truck turning radii at critical locations.
 - 5. All pedestrian paths (sidewalks, etc.).
 - 6. Finish floor elevations of all buildings.
 - 7. Grade elevation including any proposed stairs or ramps, drainage (detention areas), retaining walls and fences. If the slope of any pedestrian, parking or vehicular area exceeds five percent (5%) grade, identify such area with an arrow covering the full distance noting the percentage of slope and direction of fall. (Walgreens approval required).
 - 8. Pylon sign location indicating whether Walgreens or shared.
 - 9. Handicapped curb access ramp directly in front of our entrance.
 - 10. Parking stall and aisle configuration and dimensions.
 - 11. Legal Description(s) of the site and a Plat of Survey. (A.L.T.A. format) including any cross easements.
- B. Environmental/Structural Report
 - 1. Provide a Phase I Environmental Assessment of the site per ASTM E-1527-00 which includes an asbestos, lead and PCB survey of any existing building. Suspect sites may require a Phase II investigation. All reports shall be certified to Walgreen Co.
 - a. Identify all locations of above ground and below ground remediation equipment.

- 2. A structural examination of an existing building is for structures to be renovated.
- 3. Soils report of actual unconfined strength of each stratum and all other soil related factors, which could affect the structural stability of any/all improvements.
- C. Specific submittal requirements for individual units of work are specified in the applicable specification sections. Comply with the requirements specified herein for each type of submittal. Walgreens review of submittals in no way limits the obligation of the Landlord, his consultants or contractors from complying with Walgreens criteria documents, which shall govern.
- D. Submit to Architect shop drawings, product data and/or samples for items listed below, indicating method of construction, detail layouts, dimensions, diagram, schedules, brochures, color selection charts or chips, and other data as required to fully explain the intended material, and installation to allow selection of color or finishes. The required submittals are as follows:
 - a. Fire Retardant Treatment for Wood.
 - b. Roll-up entry grille.
 - c. Automatic Entrances.
 - d. Landscape Irrigation.
 - e. Plumbing Fixtures & Trim.
 - f. Packaged Rooftop HVAC Units.
 - g. HVAC Load Calculations (Submit with first Check Set)
 - h. Lighting Fixtures.
 - i. Power Distribution Equipment (Panelboards).
 - j. Fire Protection System
 - k. Roofing submittal form from Section 07500 and related documents
- E. Submittal Preparation:
 - 1. Shop Drawings: Provide one correctable reproducible print and one blueline print; the reproducible print will be returned.
 - 2. Product Data: Provide four (4) copies of manufacturer's standard printed recommendations for application and use, installation coordination, testing, operation and dimensions.
 - 3. Samples: Provide two samples of appropriate size for visual review of color pattern, texture and final check of coordination of these characteristics with related work. Samples may be used for quality control comparison of the completed installation.
- F. All submittals must receive the Contractor's and Architect's review and actions markings prior to submission to Walgreens.
- G. See mechanical and electrical specifications for submittal requirements for mechanical and electrical work.
- H. Walgreens shall, at its discretion, require copies of all Quality Control test reports. Work that does not conform to the design criteria shall be replaced at no cost to Walgreens.

1.06 SUBSTITUTIONS

A. Material or equipment indicated by manufacturers name indicates Walgreens preference and expected quality and installation. Substitutions are not encouraged except for extreme cases.

- B. All substitutions are subject to Walgreen & Architects approval. To be considered, requests for substitutions must include a point by point comparison between the proposed substitute and the specified manufacturer and model. The comparison must confirm that the proposed substitute is equal to or exceeds the quality of the specified products. Incomplete submittals will not be considered.
- C. Requests resulting from failure to allow sufficient time to order and receive material will not be considered.
- D. The contractor shall pay all Architects and Consultant fees resulting from the review of substitutions.

1.07 PROJECT CLOSE-OUT

- A. Project closeout refers to certain requirements indicating project completion and that are to be fulfilled prior to final acceptance by Walgreens.
- B. Final inspection: Upon request from the Contractor, Walgreens personnel will either proceed with inspection or advise the Contractor of unfilled prerequisites. Results of the final inspection will be the "punch-list" for final acceptance. See section 07500 for requirements related to roofing.
- C. Cleaning Remove all rubbish regularly. Remove marks, stains, soil, and fingerprints from all completed work including plumbing, electrical, mechanical equipment and all finish surfaces and glass.
- D. Submit final meter readings for utilities and coordinate transfer for future billings with Walgreens Construction Department.
- E. Warranties: Submit required warranties in three ring two inch vinyl binders organized into the appropriate divisions. Upon delivery of possession of the leased premises to the Tenant, Landlord shall cause all contractor's, subcontractor's and manufacturer's warranties and guaranties relating to the leased premises to be assigned to Tenant, or the extent not assignable, then to be issued in Tenant's name.
- F. Other Close-Out Documentation: Submit electronic copies of operating manuals, cut sheets, manufacturer's maintenance instructions and other necessary information on CD's organized into the appropriate divisions. Information shall include but not be limited to the following and must also include any non-standard or non-criteria equipment or improvements:

Division 1: List all required annual municipal/state required inspections and renewable licenses (related to building systems). Division 2: Lift stations, underground storm water retention/detention/filtration systems, oil/water separators, septic systems, sump pumps, ejector pumps, landscape irrigation pumps/wells and associated equipment, monitoring wells and remediation equipment and permeable paving systems. Division 6: Fire retardant treatments. Division 7: Foam insulation systems. Division 8: Automatic entrance doors, revolving doors, insulated glass types, hurricane/impact resistant glazing systems, Division 9: Anti-graffiti coatings. Division 14: Elevators/escalators. Division 15: Fire Pumps, LP gas. Division 16: Non-criteria site lighting fixtures and/or poles, generators.

G. Attic Stock: Turn over the following attic stock to Walgreens Construction Superintendent for storage at the store. See specification section for quantity: Acoustic Ceiling Tiles Resilient Flooring E.I.F.S. Finish Coat

END OF SECTION