

# **Tenant Construction Rules and Regulations**

## **Lincoln Plaza**

(Last updated 7/20/09)

## Tenant Construction

1. Tenant Construction Rules & Regulations
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These rules and regulations are not intended to hinder your work efforts, but are to protect all concerned; tenant, landlord, contractor and mall neighbors. Consideration of other store operations is extremely important and your adherence to these guidelines is appreciated.

**Tenant contractors must check in with Mall Management for a pre-construction meeting.**

**The following is a list of items that must be furnished to Mall Management prior to the space turn over to the tenant contractor:**

1. Landlord approved plans and sign drawings
2. Building permit and Labor and Industry permit
3. Certificate of insurance
4. Original waiver of lien
5. Security deposit (\$5,000) Certified or Cashier's check only
6. Verification of signed lease or early entry letter
6. Subcontractor list with as many sub-contractors under contract as possible
7. Signed acknowledgement of Mall Rules and Regulations

Below, please find a detailed summary of the above:

**1. LANDLORD APPROVED PLANS**

**Construction plans and sign drawings must be submitted to and approved by the Tenant Coordinator for Lincoln Plaza before commencement of construction/installation. In some cases demolition can begin while drawings are in the township for revision.**

The Pennsylvania Department of Labor and Industry must approve these same plans in order for tenant to receive a certificate of occupancy.

Tenant's general contractor must have a copy of Landlord approved plans.

The Oxford Valley Mall's Operations Manager must verify that the Mechanical and Electrical plans have been approved.

**A COMPLETE SET OF LANDLORD APPROVED DRAWINGS MUST BE ON SITE DURING CONSTRUCTION.**

## 2. CONSTRUCTION PERMITS

Each and every tenant shall apply individually for permits and must comply with all requirements of this municipality (Middletown Township, Bucks County, State of Pennsylvania). **A copy of all permits is to be provided to Mall Management before the start of construction.**

Contact information for Middletown Township:

Middletown Township  
3 Municipal Way  
Langhorne, PA 19047  
Phone: 215-750-3800  
Jim Peet – Director Licensees & Inspections

## 3. INSURANCE

Prior to commencement of any work, tenant's contractor **MUST** deliver a Certificate of Insurance to Mall Management.

**The Certificate of Insurance must include all information and insurance coverage as stated on the Sample Certificate of Liability Insurance.**

**If Certificate of Insurance is not correct, Contractor will not be permitted to start work.**

## 4. WAIVER OF LIEN

**Prior to commencement of any work, the contractor must file a waiver of mechanics lien, signed by contractor, with the Bucks County Prothonotary's Office.** The Original copy of the filed waiver containing file number and notary seal must be returned to the Mall Management Office (the Prothonotary's office may charge an additional fee for an original copy). Blank waivers are available at the end of this manual with the required legal description of the property (pages 12-16 of this package).

**The following should happen when filing a waiver of mechanics lien with the Prothonotary's office:**

1. Contractor should take an original and a copy to the Prothonotary's office.
2. Contractor should file the original and returns with the copy stamped as received by the Prothonotary's office,
3. Waiver of Liens must say "**LINCOLN PLAZA ASSOCIATES**" on the Waiver of Liens form.
4. If the contractor is an individual, anyone can witness in the Attest line. If it is a corporation, the corporate secretary must be the person in the Attest Line (and the President or Vice President in the signature line). The title of the signer, not the attester, should be in the BY line.

Directions and contact information for the Bucks County Prothonotary's Office are attached.

## 5. SECURITY DEPOSIT

The tenant's general contractor is required to give the Landlord a **certified check or money order** of \$5,000 for a security deposit prior to the admittance to the premises and commencement of demolition, construction and/or renovation. Landlord shall not be required to deposit the security deposit into an interest bearing account. **This security deposit is to be made payable to SIMON PROPERTY GROUP .**

After the construction process, the Landlord's representatives will inspect the premises. Should the construction meet mall standards, the full amount of the security deposit will be returned.

If construction does not meet our standards and satisfy the Landlord approved drawings, the GC will be instructed to make the required modifications before the security deposit is returned. These modifications must be completed within 30 days after Landlord's instructions in writing. If not completed within that time frame or are not satisfactory to the Landlord, the Landlord, at its option, may hire an independent contractor to complete the modifications and the Landlord will deduct the cost plus a 20% administration charge from the security deposit. The balance will be returned to Tenant's general contractor.

In the event the total cost of said work by the independent contractor and Landlord exceeds the amount of the security deposit, the Tenant will reimburse Landlord the amount which exceeds the security deposit. Landlord shall also be permitted to pursue Tenant for collection.

Also, Landlord will deduct any unpaid invoices or violations from security deposit.

## 6. VERIFICATION of SIGNED LEASE

Work may not commence until the lease with the tenant has been fully executed or an indemnity letter (early entry) has been fully executed by the tenant and delivered to the landlord.

Please check with the company that you are contracted with regarding this matter before scheduling the pre-construction meeting.

## 7. SUB-CONTRACTORS

Contractors must be compatible with any work force already at work. It is the tenant's responsibility to ensure contractors will not cause work stoppages or otherwise disrupts any construction in progress.

**A list of mall contractors that are available. These contractors are the most familiar with the operation of this center and are union.**

**A sub-contractor information sheet must be completed and can be found at the back of this manual.**

8. **UTILITIES**

The Landlord provides electricity. If a meter does not exist, the tenant is to install a meter with a re-settable demand. This or any other change must be cleared through the Mall Operations Director.

Electrical Engineer must submit a ET-1 form of their load requirements.

Please contact the Operations Director with regard to water and sewer.

9. **WORK AREA**

**The job superintendent must be present during all construction hours.**

Tenant contractors work area (including storage) is restricted to the tenant's demised premises.

**All dust and debris must be contained within the tenants' space. In the event the mall common area (including back halls and parking areas) has become disturbed from construction debris, a \$500.00 fine will be issued and payable in five (5) days.**

**DUST MATS MUST BE USED AT ALL TIMES AND WILL BE THE GENERAL CONTRACTOR'S RESPONSIBILITY TO SEE THAT MATS ARE ON HAND AND PLACED AT ALL ACCESS POINTS OF THE PREMISES.**

10. **LOADING COURTS/DOCKS**

Parking is prohibited in loading courts/docks due to Fire regulations and mall policy.

11. **FIRE PROTECTION & MECHANICAL ISSUES**

**A. Fire Protection**

Simplex Grinnell is the sprinkler contractor for all sprinkler work conducted in the Mall. It is the Mall's policy not to shut down the fire protection system until approval has been received. It is

suggested that the fire protection plans be submitted as early as possible to prevent any delay in construction.

1. Simplex Grinnell must comply with the standards outlined by Simon Criteria, Factory Mutual, National Fire Protection Association standards, State, and Local Codes.
2. Prior to any changes to the fire protection system, a sprinkler contractor must submit three (3) sets of drawings and hydraulic calculations to Global Risk Consultants (GRC) for review and approval.
3. Simplex Grinnell will be the only sprinkler contractor that is allowed to work in the mall. They are responsible for all piping, control valves and stop valves installation.
4. If you require the fire protection system to be shut down, please contact Operations/Central Plant to verify approval has been received from Global Risk Consultants and to schedule a shutdown time. Operations requires at least 24 hour notice for shutdown. Mall Management must receive written approval from Global Risk Consultants before shut downs can be scheduled.

B. A flow test must be performed in the presence of a mall engineer. Please call 215-752-0845 to schedule an appointment. The security deposit will be held until all mechanical issues are complete and approved by the Operations Manager.

### **Siemens**

C. Siemens is the only company that can do the fire detection system (pull stations, strobe alarms, water flow and valve tamper) and tie tenant monitoring system into landlord monitoring system.

Keith Brandolph\Siemens  
(609) 548-8168 (cell)

### **TRASH**

It is a requirement that you use the mall's trash vendor, Waste Management. Please contact them at (800) 917-3619 to discuss your needs.

Dumpsters are not permitted on property without prior approval of Management

12. **ROOF**

Should a roof penetration be required, it must first be approved by Mall Management and Operations/Central Plant, and the work itself performed by the Mall's Roofing contractor: Bill Kunz @ Aetna Roofing (609) 586-3666.

13. **PROHIBITED WORK**

The following work and practices are expressly prohibited:

- A. Any combustible materials above finished ceilings or in any other concealed, non-sprinkled space.
- B. Imposing any structural load, temporary or permanent, on any part of the Landlord's work or structure without the approval of the Landlord's engineer.
- C. Cutting holes in the Landlord's installed slab and walls.
- D. **Any work which may cause excessive noise or disruption in the mall or for the mall's tenant (i.e. core drilling, concrete cutting, tile chipping etc.) must be done before mall operating hours. Unacceptable noise levels will be at the discretion of mall management.**
- E. **Contractors will not use the mall's compactors, trash dumpsters or any of its equipment.**
- F. **The operation of any gas or propane or gasoline powered equipment is strictly prohibited.**
- G. **No pallet jacks may be used to cross the mall common area. There are zero exceptions to this rule. You are responsible for using carts with rubber wheels only to bring in construction material, supplies, tools and fixtures. Cracked or damaged mall tile are your responsibility.**

14. **MALL OPERATIONS**

The following list is the personnel at Oxford Valley Mall who are here to assist you:

General Manager	Deb Tageson	(215) 752-0845
Operations Director	Tom Wolstromer	(215) 752-0845



Security Supervisor	Courtney Lemcke	(215) 752-0845
Director of Tenant Coordination	Allan Weber	(484) 679-2383
Mall Office		(215) 752-0845
Mall Customer Service		(215) 752-0222
Mall Hours:	Monday - Saturday	10:00 a.m. to 9:00 p.m.
	Sunday -	11:00 a.m. to 6:00 p.m.

Holiday hours will vary, please contact the mall office for more information on specific holidays.

Mall Office hours are Monday – Friday 9:00am to 5:00pm. The Mall office is available for photo copy or fax machine services for a nominal fee.

After mall office hours and weekends, contact the Customer Service Center at (215) 752-0222. (They will contact the Supervisor or Manager on duty.)

#### **15. CERTIFICATE OF OCCUPANCY**

Upon final approval of your construction by the township and you are in receipt of the Certificate of Occupancy, a copy must be provided to the Mall Office.

A final inspection must also be set up with State officials. Upon completion, a copy of this inspection must be provided to mall management before the security deposit will be released.

#### **16. HOT WORK PERMIT**

A hot work permit is required for any temporary operation involving open flames or producing heat and/or sparks. This includes, but is not limited to: Brazing, Cutting, Grinding, Soldering, Thawing Pipe, Torch Applied Roofing and Welding. All requirements from the Precaution Checklist on the issued Permit must be followed at all times.

Please contact the mall Operations Manager or one of the mall's Engineers to apply for a permit and to schedule the hot work during non-operating mall hours.

## 17. SUITE NUMBERS ON STORE FRONTS

All tenant construction is required to have suite numbers located on upper right corner of the demising strip. This is due to a requirement of the Middletown Township Fire Department.

The store front will need a vinyl graphic on the demising strip. The numbers are two inches tall and the color is to be black. In addition any stores that have a rear entrance door are required to purchase a plaque with the business name and store number on it. It will be a beige plaque with green text. The sign is five inches high and twelve inches wide.

The complete signing package can be purchased locally by the contractor and installed at the time of tenant turnover.

## WAIVER OF LIENS

1. Affiant holds the position of \_\_\_\_\_ of \_\_\_\_\_, a subcontractor or material man (herein called "Contractor" for purposes of convenience) and is authorized to give this Waiver of Liens of behalf of said entity.

2. This Waiver of Liens is given to \_\_\_\_\_, and their agents (individually and collectively herein the "Owner"), for the benefit of Owner and Owner's lenders and their respective title companies (herein sometimes called "Beneficiaries"), with the understanding that they rely on this Waiver of Liens.

3. Contractor has contracted with \_\_\_\_\_, ( "Company" ) for certain services, materials, supplies, machinery and/or fixtures and/or for the alteration and improvement of a portion of certain real property ( the "Premises" ) more fully described in Exhibit " A " annexed hereto and incorporated herein by reference, being known as The Oxford Valley, , Bucks County, Pennsylvania ( " Shopping Center " ).

4. Contractor has not entered into any other contract, written or oral, with Owner or any other agent or contractor of Owner other than the Company for the improvement of the Premises. Contractor agrees that neither it nor any subcontractor or material men or any other person acting directly or indirectly through or under the Contractor shall file any lien or assert any right against the Owner and/or the Premises or any portion thereof including Owner's interest therein, and, further Contractor for itself and each of them hereby waives any liens or assertion of any lien right which it has or may have against Owner and the premises under the Mechanic's Lien Law of the State of Pennsylvania, or at common law which may arise or which could be perfected or created by reason of any and services, materials, supplies machinery and/or fixtures furnished by the Contractor in connection with work in the Premises. This Waiver of Liens shall be an independent covenant and shall also operate and be effective with respect to work done and materials furnished under any supplemental contract or arrangement for extra work in the erection, construction, completion, repair of or other work to or for any building, buildings or improvements on the Premises or any portion thereof.

5. Prior to permitting any subcontractor to perform services or furnish material or do any other work, Contractor will obtain and deliver to Owner and executed Waiver of Liens in this form from each subcontractor of Contractor and shall stipulate in each purchase order or like document that there shall be no lien by material man.

6. Contractor agrees to defend, indemnify and hold harmless Owner, its lenders and their respective title companies from any and all claims, actions, demands, costs and expenses whatsoever including premiums on bonds and reasonable attorney's fees at trial and on appeal arising out of or relating to any breach of this Waiver of Liens.

7. This Waiver of Liens shall be binding upon Contractor, its heirs, successors and assigns and shall inure to the benefit of Owner, each of the other Beneficiaries and their respective successors, heirs and assigns.

8. For the purpose of effecting the Waiver of Liens contained herein, such Waiver of Liens shall be deemed a part of the Contractor's contract as described in Paragraph 3 hereof but it is understood and agreed that Owner shall have no liability or other obligation to the undersigned with respect to said contract.

9. In the event of ant lien, despite this Waiver of Liens, Contractor hereby irrevocably waives any right to a jury trial in any action to strike or discharge the lien.

10. In the event of any lien, despite this Waiver of Liens, any one of the Beneficiaries or the representatives of any one of the Beneficiaries shall have the right to discharge the lien by appropriate legal proceedings and the right to be completely reimbursed and indemnified by Contractor against expenses and losses resulting from such lien. Such expenses and losses shall include any attorney's fees, surety bond, premiums and other costs incurred in attempting to discharge or remove such lien, and any damages or there losses resulting from such lien, all of which Contractor agrees to pay.

11. Contractor hereby warrants and represents that at the time of execution hereof, it shall be conclusively presumed that no work, labor or other services of any kind have been done and no materials or supplies of any kind have been furnished for or in connection with work in and/or on the Premises by, through or under the Contractor.

IN WITNESS WHEREOF, the undersigned has hereto set its hand and seal as of \_\_\_\_\_, 200\_\_.

CONTRACTOR:

If Contractor is a Corporation:

BY: \_\_\_\_\_

Title: \_\_\_\_\_

(CORPORATE SEAL)

Attest: \_\_\_\_\_

If Contractor is an individual or partnership:

BY: \_\_\_\_\_

\_\_\_\_\_

Signed, Sealed & Delivered in the Presence of:

\_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA :

: SS.

COUNTY OF :

BE IT REMEMBERED THAT on the \_\_\_ day of \_\_\_\_\_, 200\_\_\_,  
personally appeared before me \_\_\_\_\_, who is  
\_\_\_\_\_  
\_\_\_\_\_, of \_\_\_\_\_ and

acknowledged that he/she executed an/or is authorized to execute the annexed  
Waiver of

Liens and desire(s) the same to be recorded.

Sworn to and subscribed before me this day of \_\_\_\_\_, 200\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

**THE OXFORD VALLEY MALL  
CONTRACTOR INFORMATION**

STORE \_\_\_\_\_

GENERAL CONTRACTOR \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Representative Name & Local Phone Number \_\_\_\_\_

Local Phone Number \_\_\_\_\_

ELECTRICAL CONTRACTOR \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Representative Name & Local Phone Number \_\_\_\_\_

Local Phone Number \_\_\_\_\_

HVAC CONTRACTOR \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Representative Name & Local Phone Number \_\_\_\_\_

Local Phone Number \_\_\_\_\_

SPRINKLER CONTRACTOR \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Representative Name & Local Phone Number \_\_\_\_\_

Local Phone Number \_\_\_\_\_

ADDITIONAL CONTRACTOR \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Representative Name & Local Phone Number \_\_\_\_\_

Local Phone Number \_\_\_\_\_

Please list any additional contractors on the back.

**RECEIPT OF THE OXFORD VALLEY MALL TENANT CONSTRUCTION  
RULES AND REGULATIONS**

I hereby acknowledge receipt of the Construction Rules and Regulations for  
The Oxford Valley Mall.

I agree to adhere to all Mall rules and regulations and understand that Mall  
Management is entitled to fine my company or withhold a portion of the security  
deposit if I, one of my representatives or one of my subcontractors are found to  
be in violation of these rules and regulations.

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company

\_\_\_\_\_  
Store

## **BUCKS COUNTY PROTHONOTARY'S OFFICE**

### **ADDRESS**

BUCK'S COUNTY COURT HOUSE  
55 EAST COURT STREET  
DOYLESTOWN, PA 18901

### **HOURS OF OPERATION**

MONDAY-FRIDAY 9:00AM-4:15PM

### **PHONE NUMBER**

215-348-6191

### **DIRECTIONS FROM OXFORD VALLEY MALL**

- 1: Start out going EAST on E LINCOLN HWY / US-1 BR N toward US-1 BR. 0.1 miles
- 2: Turn LEFT onto MAPLE AVE / US-1 BR S / PA-213 S. Continue to follow PA-213 S. 1.6 miles
- 3: Merge onto US-1 S via the ramp on the LEFT. 4.4 miles
- 4: Take the PENNSYLVANIA TURNPIKE exit. 0.3 miles
- 5: Merge onto I-276 W / PENNSYLVANIA TURNPIKE toward HARRISBURG (Portions toll). 8.1 miles
- 6: Take the PA-611 exit- EXIT 343- toward DOYLESTOWN / JENKINTOWN. 0.5 miles
- 7: Take the US-611 N ramp toward DOYLESTOWN / WILLOW GROVE NAVAL AIR STATION. 0.1 miles
- 8: Turn SLIGHT RIGHT onto EASTON RD / PA-611. Continue to follow EASTON RD. 9.6 miles
- 9: EASTON RD becomes S MAIN ST. 0.6 miles
- 10: Turn SLIGHT RIGHT onto E COURT ST. <0.1 miles