



# **SITE – SPECIFIC CONTRACTOR RULES & REGULATIONS ADDENDUM**

This Addendum is to be submitted to the Tenant Construction Coordinator **before** commencing construction; a copy should be kept in tenant's file.

## **UNION ISSUES**

In an effort to establish acceptable and unified construction quality and productivity standards, the Landlord strongly recommends that all union trades, traditionally and customarily, performing construction crafts be engaged to promote project wide continuity.

This shall not serve as a limitation to a Tenant's right to employ the most qualified low bidder for a construction/trade contract. However, Tenant shall take all necessary action to avoid labour disputes and difficulties on the project and shall do all things to avoid work stoppage or delay on account thereof, regardless of whether the impact is to the Tenant, Landlord or other Tenants. In an event of work stoppage, Tenant will cooperate with Landlord to remove the source of the work stoppage at Landlord's sole discretion so that the project shall be completed on schedule in a cost efficient manner as initially contemplated.

Contractor shall inform Toronto Premium Outlets whenever non-union Carpenters or other non-union trades will be used, so that the Centre may prepare for any imminent picketing that may occur at the space. Should any union contact Contractor with an intent to demonstrate or picket the construction, they should be informed that they need to obtain an application for such activity from the Management office.

### **1. TRASH REMOVAL**

Contractor agrees to order an "Open Top" trash container, (Centre Required Trash Hauler must be used) to be placed at a location determined at the meeting. Contractor is to specifically request a container that is 'graffiti free'

Trash may only be transported through corridors and common area during non operating hours and up until 8:00 am daily.

Contractor will monitor "open top" container insuring that doors are kept closed and area around container is kept free of debris at all times. The Centre will not be held responsible for unauthorized dumping into the contractor's open top container.

Contractor should never let the open top exceed 75% capacity. Contractor should have material needed (tarp, rope) to secure contents of the open top in case of inclement weather.

Any damage to asphalt black top will be repaired at Contractor's sole expense.

### **2. PARKING**

Parking will be monitored and violators will be subject to tow at owner's expense in conjunction with posted local jurisdiction laws related to Private Property Impounds. Parking during holiday or other peak periods may occur on off site parking lots. Please check with Director of Operations for details based on your construction schedule.

Management reserves the right to eject any sub contractor for excessive violations or aggressive behavior.

### **3. DELIVERIES**

Contractor must advise Management at (647)497-8272 and Security at (437)580-0117 of all deliveries 24 hours in advance.

Deliveries will take place at designated Service Courts or designated areas and will be completed by 8:30 am.

Deliveries will never occur at entrances.

Contractor is responsible for assuring that area is left in a clean safe condition after deliveries are completed. TPO has no method of pallet disposal. Contractor is responsible for removal of pallets from property.

At no times a vehicles (truck, fork lift, boom etc.) be driven through the common area without the express permission of Management.

#### **4. ROOF ACCESS**

Contractor acknowledges that **Conestoga Roofing** is the REQUIRED contractor and the only contractor allowed to perform any modifications and repairs. The phone number for **Conestoga Roofing** can be found at the end of this document under "Required Contractors".

Contractor is responsible for maintaining the roof in clean condition.

Contractor will give Management 24 hours in advance notice for roof access and contact security for access.

Contractor is required to provide valid certificate of insurance and WSIB prior to receiving roof access. See list of additional insured on page 6.

The contractor is responsible for identifying all roof top equipment with the store name and suite number.

Contractor is required to use specific material and methodology on Thermoplastic Polyolefin (TPO) single ply roofing membrane systems with heat-welded seam integrity, as specified by site.

Contractor will be held responsible for any damage caused to the roof membrane.

#### **5. FIRE / LIFE SAFETY**

"Tenant's contractor will reimburse Toronto Premium Outlets for any false alarm charges from the Fire Department resulting from acts of failure to call in alarm, knocking a sprinkler head off, and /or other act that creates a Fire Department call out that result in false alarm charge. The false alarm cost will be deducted from any balance remaining on construction deposit and should the cost exceed the deposit; the balance will be billed to the tenant for reimbursement." Halton Hills Fire Department charges \$1,750.00 for false alarm attends.

- All sign in information must be legible – including on site contact numbers
- All contractors must advise Security and Management and request a fire watch and fire system bypass when they are working on any equipment connected to the fire panel – Fire Alarm / Sprinkler / HVAC
- Contractor will advise Security and Centre Management prior to turning power off any roof top units as a trouble signal for duct smoke detector will trigger on fire alarm panel.

General Contractor is responsible for obtaining the FM Global "Red Tag" permit and submit to the Center Management Office prior to starting sprinkler construction. The General Contractor must provide the FM Global "Red Tag" permit to Center Management Office as part of the Post Construction Checklist process.

A 48 hour notice is required before sprinkler drain downs can occur.

There is a charge of \$75.00 for each sprinkler drain down for spaces that do not have an isolation valve(s).

In the event of a sprinkler head rupture caused by construction the contractor will be charged the drain down fee (\$350.00) plus damages and cleanup cost. **Additional fines may apply.**

## **6. BARRICADES**

Contractor will use Required Contractor for barricade installation.

Construction barricade will have a front entrance only if there is no rear door into the space, or as required by code. It must also have dust barriers and floor protection and approved graphics package.

Contractor will be responsible for keeping the common area outside of the space in pristine condition. The contractor must also place a 4' x 4' damp carpet at the entrance way to avoid tracking dust and debris into the common area. This carpet remnant must be cleaned or changed out daily. Contractor will be held responsible for ensuring that no dust or debris is permitted in the corridors and common area.

If a barricade door is needed a 6 foot wide double door which will open inward is required. The Contractor will keep doors clean, in working condition, and must be able to lock at all times.

Marketing must approve all graphics on barricades.

Contractors are not allowed to advertise on barricade.

Contractor is responsible to maintain barricade. Any damage to barricade must be repaired within 24 hours.

Barricade doors will be close at all times.

Contractor shall supply Management and Security each with a set of keys to the tenant space for emergency access.

Construction barricade will not be removed until all construction is completed, store front signage is operational, store is merchandised, and store has been inspected and approved by Management.

## **7. TENANT SPACE**

Contractor should work in a manner as not to impede the business at the property. Heavy demo and other noise producing work, may only take place during the centre's non-operating hours.

Contractor's superintendent must be on site while all work is being done in tenant space. Subcontractors cannot be left unsupervised

The Contractor will keep a copy of stamped and approved plans on site at all times.

No smoking or alcoholic beverages will be allowed in space.

Any damage to corridors, doors, store fronts, or common area must be repaired within 24 hours.

The Centre does not loan tools to Contractors.

Gas and diesel operated equipment are prohibited from use in tenant spaces. Propane equipment must be reviewed and approved by centre management prior to use.

Common area restrooms are "Off Limits" to all construction personnel.

Management will conduct at least one daily walk through of the construction site.

Management will be notified and present for all inspections.

Contractor will use approved construction grade roof top unit filters to protect equipment from drywall dust and debris clogging the coils.

Contractor will advise Security and Centre Management prior to turning power off any roof top units as a trouble signal for duct smoke detector will trigger on fire alarm panel.

Before space turnover to Tenant, Contractor will change out all roof top filters Merv 8 minimum and "Run" all waste lines from the space to the main line to insure lines are clear and unobstructed.

## **8. FINES**

The following infractions will draw an immediate fine:

Failure to use required vendor	<u>\$ 100.00</u>	+cost to repair
Smoking inside space	<u>\$ 100.00</u>	+ejection from work site
Pouring concrete/grout/paint down drain	<u>\$ 250.00</u>	+cost to "jet" all drain lines in space
Putting trash in Centre Compactor / Dumpster	<u>\$ 250.00</u>	+cost to pull
Working in the electric room without notification	<u>\$ 200.00</u>	
Materials / equipment left in service court	<u>\$ 200.00</u>	+cost to discard
Debris left in service court	<u>\$ 200.00</u>	+cleanup cost
Use of public restrooms	<u>\$ 100.00</u>	+cleaning cost
Barricade / back door left open	<u>\$ 100.00</u>	
Continual parking violations	<u>\$ 100.00</u>	
Unclean common area	<u>\$ 100.00</u>	+cleanup cost
Failure to check in with Security	<u>\$ 100.00</u>	
Failure to check out with Security	<u>\$ 100.00</u>	
Debris left on roof	<u>\$ 250.00</u>	+cleanup cost
Damage to roof	<u>\$ 250.00</u>	+repair cost

## **9. FEES**

POD Placement \$ 250.00 per week (when applicable). Fee will not be prorated.

A one time Dumpster Placement \$1,000.00.00 per tenant build out.

Fire System Drain Down \$ 75 per occurrence (only applies to spaces without isolation valves)

## **10. SECURITY PROCEDURES**

ALL Contractors shall check in with Security upon arrival on site and shall disclose what type of work is being performed.

Contractor is to ensure any areas of access including roof and landlord electrical or mechanical rooms are secured.

Valid Certificate of Insurance is required. Property additional insured to be on certificate. Failure will result in Security denying access.

*Certificate Holder & Additional Insureds:*

**Calloway REIT (Halton) Inc. AND Simon Halton Hills Investment Trust AND Halton Hills Shopping Centre Partnership**

Toronto Premium Outlets  
Suite 401  
13850 Steeles Ave West  
Halton Hills ON L7G 0J1

*Limits Required:*

\$2,000,000 General Liability

\$2,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Workers Comp. and Employers Liability

Valid WSIB certificate

A charged working fire extinguisher is to be accessible within the suite at all times.

Hot works permits can be obtained from Security.

Red Tag permit procedure is to be followed for all sprinkler work.

No work is to take place outside of suite including service corridors.

Security and Management shall be made aware of any large deliveries including fixtures.

Superintendent is to supervise and oversee all sub-contractors.

All health and safety and personal protective equipment shall be enforced.

No parking in service courts, deliveries only.

No smoking within suite or mega pad (common area of mall).

No alcohol consumption.

No pets or animals.

All Contractors **MUST** sign out with security and **MUST** ensure that the fire panel is clear prior to leaving the property.

## **CENTRE CONTACT INFORMATION**

Toronto Premium Outlets Management Office – (647)497-8272

Centre Security – (437)580-0117

Director of Operations, Neil Darragh – (647)497-8272 ext. 267

## **ADDITIONAL PRE-QUALIFIED CONTRACTORS**

### **Sprinkler Contractors:**

Company Name:	<b>Simplex Grinnell</b>
Contact Person:	Christopher Dawe
Phone:	905-212-4706 or 416-435-7873
Address:	2400 Skymark Avenue
	Mississauga, ON L4W 5K5

Company Name:	<b>Onyx Fire Protection - REQUIRED for Phase 2 Buildings</b>
Contact Person:	Doug Blondin
Phone:	416-674-5633
Address:	42 Shaft Road
	Toronto, ON M9W 4M2

Company Name:	<b>General Sprinkler Inc</b>
Contact Person:	Tony Savona
Phone:	416-748-1175 ext. 244 or 416-891-8928
Address:	315 Deerhide Cres, Unit 4
	Weston, ON M9M 2Z2

### **Fire Alarm Contractors:**

Company Name:	<b>Simplex Grinnell</b>
Contact Person:	Christopher Dawe
Phone and Fax:	905-212-4706 or 416-435-7873
Address:	2400 Skymark Avenue
	Mississauga, ON L4W 5K5

Company Name:	<b>Arthur Electric - REQUIRED for Phase 2 Buildings</b>
Contact Person:	Marcus Kanner
Phone and Fax:	905-876-1451 or 905-805-7718
Address:	10874 Steeles Ave West Unit #1
	Milton, ON L9T 2X8

Company Name:	<b>Chubb-Edwards</b>
Contact Person:	Gloria Jakymiuk
Phone and Fax:	905-643-6201 ext. 864229 or 905-643-7314
Address:	710 South Service Road, Unit 5
	Stoney Creek, ON L8E 5S7

### HVAC Controls and Air Handling

Company Name: <b>Springbank Mechanical</b>
Contact Person: David Parr
Phone and Fax: 905-569-8990 and 905-569-8992
Address: 3615 Laird Road, Unit #1 Mississauga, ON L5L 5Z8

### Electrical and Fire Alarm

Company Name: <b>Arthur Electric – REQUIRED for Phase 2 Buildings</b>
Contact Person: Marcus Kanner
Phone and Fax: 905-876-1451 or 905-805-7718
Address: 10874 Steeles Ave West Unit #1 Milton, ON L9T 2X8

Company Name: <b>Accel Electric</b>
Contact Person: Johnny DiBenedito or Andrew Wilkinson
Phone and Fax: 905-850-8668 or 905-850-3223
Address: 100 Haist Ave, Unit A Woodbridge, ON L4L 5V4

### Plumbing

Company Name: <b>GBates Plumbing</b>
Contact Person: Frank Bader
Phone and Fax: 905-624-0800 or 905-629-8080
Address: 4-5750 Timberlea Blvd Mississauga, ON L4W 5N8

### Roofing

Company Name: <b>Nedlaw Roofing</b>
Contact Person: Dylan Collins
Phone and Fax: 519-648-2218
Address: 232B Woolwich Street South Breslau, ON N0B 1M0

### Waste Hauler

Company Name: <b>GFL “Green for Life”</b>
Contact Person: Steve Devins
Phone and Fax: 905-843-2552 ext.208 or 905-843-3495
Address: 5728 Old School Road Caledon, ON L7C 0W6

### Concrete Cutting / Core Drilling / Vapour Seal

Company Name: <b>The Graff Company ULC</b>
Contact Person: Shawn Galway
Phone and Fax: 905-457-8120 or 905-457-8944
Address: 35 Precision Road Etobicoke, ON M9W 5H3



**Store Fronts / Glazing / Door Operators**

Company Name: <b>Ontario Glass Werx</b>
Contact Person: Darryl Morton
Phone and Fax: 905-789-1258
Address: 83 Nuggett Court Unit #8
Brampton, ON L6T 5H2

Company Name: <b>Commercial Glass</b>
Contact Person: Elio Rive
Phone and Fax: 905-669-4699 or 905-669-4638
Address: 365 Enford Road, Unit #1
Richmond Hill, ON L4C 3G2

# SUBCONTRACTORS LIST

All Tenant General Contractors are required to complete the following information for each Tenant space.

Store Name: _____	Space No: _____
Project Manager: _____	Supervisor: _____
General Contractor: _____	
Address: _____	
Office No.: _____	Office Fax: _____
Field No.: _____	Field Fax: _____
Project Mgr Cell No. _____	Supervisor Cell No. _____

## Electrical Contractor

Company Name:
Contact Person:
Phone and Fax:
Address:

## Mechanical Contractor

Company Name:
Contact Person:
Phone and Fax:
Address:

## Plumbing Contractor

Company Name:
Contact Person:
Phone and Fax:
Address:

## Drywall Contractor

Company Name:
Contact Person:

Phone and Fax:
Address:

**Painting Contractor**

Company Name:
Contact Person:
Phone and Fax:
Address:

**Carpentry Contractor**

Company Name:
Contact Person:
Phone and Fax:
Address:

**Millwork Contractor**

Company Name:
Contact Person:
Phone and Fax:
Address:

**Wall Covering / Tile**

Company Name:
Contact Person:
Phone and Fax:
Address:

**Storefront Contractor**

Company Name:
Contact Person:
Phone and Fax:
Address:

**Glass Contractor**

Company Name:
Contact Person:
Phone and Fax:
Address:

**Sign Contractor**

Company Name:
Contact Person:
Phone and Fax:
Address:

**Miscellaneous Contractor**

Company Name:
Contact Person:
Phone and Fax:
Address:

<b>CONSTRUCTION START DATE:</b> _____
<b>FIXTURING DATE:</b> _____
<b>COMPLETION DATE:</b> _____
<b>MERCHANDISING DATE:</b> _____

# Contractor Rules & Regulations Package & Center Specific Contractor Rules & Regulations Addendum

## ACKNOWLEDGEMENT

I acknowledge that I have received the entire **Contractor Rules & Regulations Package including Center-Specific Contractor Rules & Regulations Addendum** and have thoroughly reviewed all items contained herein and agree to comply with all items referenced.

I acknowledge receipt of the keys to the space and assume all responsibility for securing it on a regular basis.

I acknowledge that the Landlord has or will post, within the lawful required period, a notice of non-responsibility within view of the construction entrance, that shall remain in view of Contractor and subcontractor employees, indicating that the Landlord shall not be responsible for any claims whatsoever arising from the work of improvement, including demo, erection or construction within the building or for materials or labor used. I acknowledge that not the Landlord, but the tenant remains fully liable for payment of all such work completed.

\_\_\_\_\_  
Contractor Company Name

\_\_\_\_\_  
Contractor Representative (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Center Name

\_\_\_\_\_  
Center Representative (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Center Representative Signature

\_\_\_\_\_  
Date