



**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. 09/04/17

1. 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 labor 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 **Twin Cities Premium Outlets** whenever non-union Carpenters or other non-union trades will be used, so that the Center 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.

2. TRASH REMOVAL

Contractor agrees to order an "Open Top" trash container, (Center 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 until 9:00 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 Center 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.

See section **10. Fees** for TCPO charges and specific procedures.

3. 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.

4. DELIVERIES

Contractor must advise Management and Security of all deliveries 24 hours in advance.

Deliveries will take place at designated Truck Docks 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.

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

5. ROOF ACCESS

Contractor acknowledges that **SGO Roofing & BL Dalsin** are the REQUIRED contractors and the only contractors allowed to perform any modifications and repairs. The phone number for **SGO Roofing & BL Dalsin** 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.

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

Contractor is required to use specific material and methodology on Butler or other standing metal seam roofing systems as specified by site.

6. FIRE LIFE SAFETY - THIS APPLIES TO ALL SITES:

"Tenant's contractor will reimburse Twin Cities Premium Outlet 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. "

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

There is a charge of \$250.00 for each sprinkler drain down for spaces that do not have an isolation valve(s). Mall specific contractor (Simplex Grinnell) must be used.

In the event of a sprinkler head rupture caused by construction the contractor will be charged the drain down fee (\$250.00) plus damages and cleanup cost. **Additional fines may apply.**

7. BARRICADES

Contractor will be required to furnish a barricade or window blackout at the storefront if storefront glass or framing is being altered during open hours.

Mall specific contractor (Boston Barricade) must be used without previous landlord approval of alternate service provider.

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 (delete?). 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 closed 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 storefront construction has been completed.

8. 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 center'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 Center 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 center 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.

Before space turnover to Tenant, Contractor will change out all A/C filters and "Run" all waste lines from the space to the main line to insure lines are clear and unobstructed.

9. 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 Center Dumpster	<u>\$ 250.00</u>	+cost to pull
Working in the electric room without notification	<u>\$ 200.00</u>	
Materials equipment left in loading dock	<u>\$ 200.00</u>	+cost to discard
Debris left in loading dock	<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	\$ 100.00	
Unclean common area	\$ 100.00	
Failure to check with Security	\$ 100.00	
Debris around "open top" container	\$ 200.00	+cleanup cost
Debris left on roof	\$ 200.00	+cleanup cost

10. FEES No waivers unless lease specified.

- Construction deposit check (refundable); \$2500.00.
- POD/storage PAD rental; \$250 per month. Fee will not be prorated.
- Waste dumpster/roll-off PAD rental; \$250.00 per month. Fee will not be prorated. A one-time roll-off/dumpster placement fee of \$1000.00 per build out. The location will be determined by the Landlord. Landlord's compactors are not to be used by Contractor. Contractor will comply with TCPO recycling program.
- Fire system drain down; \$250.00 per event. Simplex Grinnell required contractor.
- After mall hours access; \$100.00 per event not to exceed \$400.00 for project. Deducted from construction deposit.
- Cleaning charges common area around tenant space; \$0.20/SF tenant space not to exceed \$400.00 total.
- Landlord coordination charge; \$250.00 pre-construction, inspections and construction closeout.

Construction deposit single check due at pre-construction meeting made out to:

- TWIN CITIES OUTLETS EAGAN LLC

Unless otherwise noted, all other fees can be combined in additional single check.

11. SECURITY PROCEDURES

All Contractors working on site are required to check in at the management office. If contractor needs access to roof, fire or electrical rooms, contractor will request so through management office. Under no circumstance should the contractor ask for access to secured rooms directly to a security officer.

CENTER CONTACT INFORMATION

Center Management Office: (612) 235-4343

Center Security: (651) 202-0826

Director of Operations: (612) 284-5044

ADDITIONAL PRE-QUALIFIED CONTRACTORS

Sprinkler Contractors:

Company Name:	Simplex Grinnell
Contact Person:	Thomas Miller
Phone:	612-281-6323
Address:	5400 Nathan Lane N #100 Plymouth, MN 55442

Company Name:
Contact Person:
Phone:
Address:

Roofing Contractors:

Company Name: SGO Roofing
Contact Person:
Phone: (952) 469-8560
Address: 21021 Heron Way Lakeville, MN 55044

Company Name: BL Dalsin
Contact Person:
Phone: (952) 881-7663
Address: 9201 52nd Avenue North Minneapolis, MN 55428

Fire Alarm Contractor

Company Name: Simplex Grinnell
Contact Person: Don Crook
Phone: 612-366-1405
Address: 5400 Nathan Lane N #100 Plymouth, MN 55442

Electrical Contractor

Company Name: Ace Electric
Contact Person: John Graunke
Phone and Fax: 763-694-8800
Address: 5465 Hwy 169 N Plymouth, MN 55442

HVAC Contractor

Company Name: Airtech Thermex
Contact Person: James Olsen
Phone and Fax: 952-929-8810
Address: 4918 West 35 th St St. Louis Park, MN 55416

Plumbing Contractor

Company Name: Muska Plumbing
Contact Person: Matthew Rieschl
Phone and Fax: 651-789-6010
Address: 1985 Oakcrest Ave. Roseville, MN 55113

Contractor

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

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:

CONSTRUCTION START DATE: _____
FIXTURING DATE: _____
COMPLETION DATE: _____
MERCHANDISING DATE: _____

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