



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.

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 **Denver 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

If required, contractor agrees to order an "Open Top" trash container, from **Alpine Waste and Recycling** to be placed at a location determined at the pre-construction meeting.

- A. Contractor is to specifically request a container that is 'graffiti free.'
- B. Contractor must provide tarp to cover entire Open Top container.
- C. Contractor must provide Signage on all sides stating the following:

Contractor Name, Suite # and "Construction Use Only"

Trash may only be transported through corridors and common area during non-operating hours

Mall Non-Operating Hours are as follows:

Monday – Sunday: 9:30 PM – 9:30 AM

Holiday Hours: Contractor to Request Hours from Center Management

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.

3. PARKING

Parking in the closest service area to construction site is permitted only for the Contractor's onsite Project Manager or Superintendent with a monthly fee of \$250.00/mo. Management will notify Security of the vehicle approved to park in the service area. Subs may unload materials and tools but must then park at the back of the parking lot or level 4 of the parking garage.

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 Management 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 Service Areas and will be completed during non-operating hours, unless written approval from Operations Director.

Mall Non-Operating Hours are as follows:

Monday – Sunday: 9:30 PM – 9:30 AM

Holiday Hours: Contractor to Request Hours from Center Management

Deliveries will never occur at storefront entrances unless Suite does not have a delivery door in the rear.

Contractor is responsible for assuring that the Common Area is left in a clean and safe condition after deliveries are completed.

At no times are vehicles (truck, fork lift, boom etc.) to be driven through the common area without the express permission of Management. Contractor will be liable for any marked up hardscape.

5. ROOF ACCESS

Contractor acknowledges that Ramos Roofing is the REQUIRED contractor and the only contractor allowed to perform any modifications and repairs. The phone number for is 303-828-1436 and 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 **Denver 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. "

Systems Drained or isolated must be returned to service (re-charged) by the end of each business day. Any Fire watch requirements will be paid for in advance of any needs.

Fire Alarm monitoring devices, including but not limited to, smoke detectors, duct detectors, pull stations, and sprinkler flow are to be installed and programmed to the centers individual building and main board by Meridian Fire and Security. Their contact information is under contractors.

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

There is a charge of \$250.00 (if applicable) 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 (\$250.00) plus damages and cleanup cost. **Additional fines may apply.**

Final Tie-In and Final Programming of Fire Alarm to be completed by required vendor.

General Contractor must identify and tag any and all Life Safety wiring within space to assure wire remains intact.

7. BARRICADES & WINDOW GRAPHICS

A. Barricades

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. 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 construction is completed, store front signage is operational, store is merchandised, and store has been inspected and approved by Management.

TENANT'S CONTRACTOR will be required to provide a \$100 barricade installation fee in addition to a charge for the linear footage at \$2/storefront linear foot. For example, if a store has a linear footage of 35' at the storefront, the following would be owed:

Barricade Fee Type	Charge Amount	Total
Flat Fee	\$100.00	\$100.00
Storefront Linear Feet	35' @ \$2.00/ft.	\$70.00
TOTAL		\$170.00

If the Tenant or Contractor requires assistance from Management to facilitate the production and installation of the barricade, a \$1000.00 fee is required.

B. Window Graphics

Landlord Receives Possession from Vacating Tenant -

Immediately install Glassmask & DPO Logo decals to storefront. This process will carry a fee of \$500.00 which the incoming tenant will pay.

Incoming Tenant Takes Possession from Landlord -

Tenant has 48hrs from date of possession to remove landlord work and install TC approved storefront second surface graphics. If the 48hr criteria is not met, a \$1,000.00 fine will be applied.

If Landlord Slated to Have Possession LONGER than 2 Weeks -

Landlord will install Lifestyle Storefront graphics immediately. A fee of \$500.00 will be assessed to the incoming tenant.

Tenant and/or Tenant's Contractor must obtain written approval on the design of the vinyl graphics from Tenant Sign Manager, Judy Walton (jwalton@simon.com or 949-521-0665). The design specifications must be reviewed and approved prior to installation.

Tenant and/or Tenant's Contractor may have the graphics installed prior to obtaining possession with Mall Management's approval.

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. If a temporary bathroom solution is needed i.e. a Port-a-John, please contact Center Management.

If siding is needed for the tenant storefront, the Center will supply at a cost of \$25/piece.

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>\$250</u>	+cost to repair
Smoking inside space	<u>\$250</u>	+ejection from work site
Pouring concrete/grout/paint down drain	<u>\$250</u>	+cost to "jet" all drain lines in space
Putting trash in Center Dumpster	<u>\$250</u>	+cost to pull
Working in the electric room without notification	<u>\$250</u>	
Materials/equipment left in loading dock	<u>\$250</u>	+cost to discard
Debris left in loading dock	<u>\$250</u>	+cleanup cost
Use of public restrooms	<u>\$250</u>	+cleaning cost
Barricade/ back door left open	<u>\$100</u>	Per occurrence
Continual parking violations	<u>\$100</u>	Per occurrence
Unclean common area	<u>\$100</u>	Per occurrence + cleaning fee
Failure to check with Security	<u>\$100</u>	Per occurrence
Debris around "open top" container	<u>\$250</u>	+cleanup cost
Debris left on roof	<u>\$250</u>	+cleanup cost
Storefront Construction Graphics or barricade removed Before store is fully merchandised	<u>\$500</u>	

10. FEES

Construction Deposit - \$5,000.00 (*refundable upon final walk through and submission of close out documents from Contractor*).

Dumpster Placement - \$1,000.00 per unit/per month. (*no fee proration*)

POD Storage Unit/U-Haul Placement - \$250 per week (*no fee prorations, Executed Temp Lease required*).

Storefront GlassMask - \$500.00 per Storefront, per application.

Storefront Vinyl Graphics - \$1000.00 per Storefront if Mall Management facilitates the production and install.

Fire System Drain-Down - \$250.00 per occurrence.

Lift/Lull, Trailer, or Other Equipment Stored in Service Area - \$250.00 per day.

Portalet Placement - \$100.00 per week.

11. SECURITY PROCEDURES

On-site security shall not be retained for any functions of tenant work.

CENTER CONTACT INFORMATION

Operations Director: Lonny Smithson 303-200-3809

Center Security 24/7: 303-452-2438

ADDITIONAL PRE-QUALIFIED CONTRACTORS

Sprinkler Contractor:

Company Name: Rapid Fire Protection
Phone: 866-833-6677
Address: 1650 Jasper St Unit H
Aurora, CO 80011

Fire Alarm Contractor

Company Name: Meridian Fire and Security
Phone: 303-790-2520
Address: 1022 E Easter Ave
Centennial, CO 80112

Roofing Contractor

Company Name: Ramos Roofing
Phone: 303-828-1436
Address: 695 Pierce
Erie, CO 80537

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