

# PRE-CONSTRUCTION

## PRE-CONSTRUCTION MEETING

## PERMITS & LICENSING

A minimum of five (5) days prior to starting construction, the CONTRACTOR shall contact the LANDLORD'S PROPERTY MANAGER to arrange a Pre-Construction Meeting at the site. Attendees should include the GENERAL CONTRACTOR, Superintendent, and major Subcontractors to be used in the construction.

At the Pre-Construction Meeting the GENERAL CONTRACTOR shall provide the following:

### 1) BUILDING PERMIT

A copy of each of the Local Building Permits and, if applicable, Health Permits.

### 2) WORKERS COMPENSATION CERTIFICATE

### 3) INSURANCE CERTIFICATE

The Certificate of Liability Insurance should be in the minimum amount of \$3,000,000, in the aggregate, \$1,000,000 each occurrence and should reflect the following as "Additional Insured"

**Simon Property Group, L.P.**  
**Simon Property Group, Inc.**

### 4) PERFORMANCE, LABOR and MATERIAL BOND

### 5) SUBCONTRACTORS LIST

The subcontractors list shall set forth the name, address and telephone numbers (and emergency numbers) of TENANT'S General Contractor and Subcontractors.

### 6) PRECONSTRUCTION FEES (not subject to waiver or cap)

#### A) Construction Deposit

A construction deposit, a minimum amount of \$3,500.00 (a larger deposit may be required at certain properties) from which the LANDLORD may deduct LANDLORD'S cost to repair damage to common areas or other Tenants, caused by Tenant's contractor(s).

#### B) Prepayment Check

Landlord reserves the right to provide and/or install any of the following for Tenant's Contractor at Tenant's Contractor's expense (contact the Tenant Coordinator for specific items elected by Landlord). In the event Landlord does not elect to provide and/or install any of the following, the same shall become Tenant's Contractor's responsibility at Tenant's Contractor's expense.

The General Contractor will be required to provide a cashier's check, Federal I.D. number included, as advance payment for services, material, construction, etc. as noted below.

Make the check payable to:

**Simon Property Group, L.P.**

Contact Operations Director for applicable items and associated costs

#### ITEM

- A. Electrical Power Consumption prior to Opening
- B. Mall Border Tile/ carpet for Tenant's Entrance
- C. Temporary Construction Barricade
- D. Sprinkler shut down fee
- E. Neutral Pier
- F. Exterior Service Door (May include awning, light fixture, sign plaque)
- G. Sprinkler Grid System
- H. Check Meter

## UNION AFFILIATED GUIDELINES

In an effort to establish acceptable and unified construction quality and productivity standards, the Landlord has chosen to engage a Union affiliated contractor for the construction of Miller Hill Mall. As such, Landlord strongly recommends that all union trades, traditionally and customarily, performing construction crafts in this market 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 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.

# CONSTRUCTION

## TEMPORARY PROVISIONS

### ALL TENANTS:

#### 1) TEMPORARY CONSTRUCTION BARRICADE

If required by the LANDLORD'S PROPERTY MANAGER, a temporary construction barricade at the storefront shall be installed at TENANT'S expense.

No barricades shall be removed or dismantled without the express written consent of the LANDLORD. Any barricade removed without prior consent will be reconstructed by LANDLORD at the CONTRACTOR'S expense.

#### 2) CONSTRUCTION SIGNAGE

The CONTRACTOR is not allowed to post any company name or sign on the temporary construction barricade or anywhere outside the premises. The CONTRACTOR shall post all signage as required by the LANDLORD'S PROPERTY MANAGER.

#### 3) ELECTRIC POWER

The TENANT'S CONTRACTOR is responsible to coordinate temporary electric power by obtaining a temporary meter from the local utility company and tying into the building's permanent power source. (Direct customer of the utility company)

The TENANT'S CONTRACTOR is responsible to coordinate temporary electric power by tying into the building permanent power source (redistribution).

#### 4) TEMPORARY WATER

Contact the LANDLORD'S PROPERTY MANAGER for access to temporary water service.

#### 5) TEMPORARY TOILET

The shopping center toilet facilities will not be available for contractors use. Contact the LANDLORD'S PROPERTY MANAGER for temporary toilet locations.

## CONSTRUCTION REQUIREMENTS

The following Rules govern TENANT'S construction on LANDLORD'S property. All references to "CONTRACTOR" shall mean the GENERAL CONTRACTOR or the TENANT if acting as its own contractor.

#### 1) ON-SITE DOCUMENTS

The CONTRACTOR will keep the following documents on-site and accessible at all times during construction:

A) LANDLORD approved TENANT drawings. The CONTRACTOR will build from ONE set of drawings by adding any Building Department comments into the LANDLORD'S approved set. This set of drawings will be the primary working drawings and displayed at all times during construction.

B) A complete set of building department permitted (stamped) drawings.

C) LANDLORD'S construction manual. An illustrated manual depicting the LANDLORD'S "do's and don'ts" for TENANT construction.

#### 2) CONCRETE

Concrete must be saw-cut or core-drilled (no jack-hammering or breaking of concrete is permitted). Prior approval must be obtained from LANDLORD prior to penetrating any structural or structurally reinforced concrete. The CONTRACTOR shall be responsible for verification of existing utilities.

#### 3) PROTECTION OF PROPERTY

The CONTRACTOR shall be responsible for protecting the LANDLORD'S and any other party's property from damage.

#### 4) FIRE EXTINGUISHERS

The CONTRACTOR shall provide adequate fire extinguishers within the premises, tagged for date of inspection, while under construction.

#### 5) SITE ACCESS AND PARKING

The CONTRACTOR shall be responsible to ensure that all construction employees working in the premises use the designated parking areas. There will be no construction trailers allowed on the property. Parking will not be permitted in any of the driveways, fire lanes, and truck docks except for temporary loading and unloading, as approved by the LANDLORD.

#### 6) DELIVERY OF MATERIALS

The TENANT'S delivery address is the same as TENANT'S address

The CONTRACTOR shall be responsible to coordinate all materials deliveries to the premises, whether for construction, fixturing or merchandising. Contact the LANDLORD'S PROPERTY MANAGER for all delivery instructions. All deliveries shall be made through the rear door of the premises either via the adjacent service corridor or truck dock area. Contact the LANDLORD prior to the delivery of materials and equipment which are too large to enter through the rear door of the Premises. Where there is no rear door to access space, all deliveries, trash removal, etc., must be coordinated as directed by the LANDLORD'S PROPERTY MANAGER.

#### 7) WORK AREA AND STORAGE

The CONTRACTOR'S work area will be restricted to the TENANT'S leased premises. Service and fire corridors and truck docks shall be kept clear of all materials, equipment, debris and trash at all times.

#### 8) SECURITY AND AFTER HOURS WORK

The CONTRACTOR must receive the prior permission of the LANDLORD for work after hours and on weekends and is responsible for any associated costs. Contact LANDLORD'S PROPERTY MANAGER 48 hours in advance.

#### 9) LANDLORD INSPECTIONS

The TENANT'S construction work will be observed periodically by the LANDLORD to verify that the work is being constructed as approved by the LANDLORD. All work not in conformance with LANDLORD'S approved Tenant drawings must be immediately corrected at CONTRACTOR'S expense.

#### 10) SAFETY

The CONTRACTOR shall be responsible to ensure that all work is performed in accordance with O.S.H.A. standards. The LANDLORD may, without any liability therefore, stop work that is in violation of O.S.H.A. standards or which may, in the LANDLORD'S opinion, cause injury or harm to persons or property.

CONTRACTOR must obtain a written permit from the LANDLORD'S PROPERTY MANAGER prior to any "hot" work (e.g. welding, soldering, torch-work, etc.) It shall be the duty and responsibility of the CONTRACTOR performing any cutting or welding to comply with the safety provisions of the National Fire Protection Association's National Fire Codes pertaining to such work and the CONTRACTOR shall be responsible for all damages resulting from failure to so comply. Use of fuel operated engines inside the Mall will not be permitted.

#### 11) BELOW GRADE CONSTRUCTION

Prior to beginning any below grade construction work, the CONTRACTOR must meet with the LANDLORD to review the locations of any underground utility services that may be located in the premises. Any Below Grade construction must be inspected by LANDLORD prior to backfilling.

#### 12) INTERRUPTION OF UTILITIES

The CONTRACTOR must receive the LANDLORD approval at least three (3) days prior to any modification of utility services that may temporarily interrupt such service to other tenants or the shopping center.

#### 13) TRASH REMOVAL AND DUMPSTER

All trash will be confined to the premises and removed at the end of each day by the CONTRACTOR. Any trash found in the service corridors, adjacent tenant units, and/or other public areas will be removed by the LANDLORD and the cost for same charged to the CONTRACTOR, plus a \$150 violation fee per occurrence.

The location of the dumpsters will be determined by the LANDLORD.

LANDLORD'S compactors are not to be used by CONTRACTOR.

#### 14) SPRINKLER DRAIN-DOWN

Tenant's CONTRACTOR shall contact Simplex-Grinnell for sprinkler drain-downs and shall pay Simplex-Grinnell. All systems shall be charged and operational when the CONTRACTOR leaves for the day.

#### 15) ROOF AND BUILDING MODIFICATIONS

Roof penetrations require advance approval by the Landlord. All roof work, including cutting of the roof, shall be performed by the LANDLORD'S roofing contractor under contract to CONTRACTOR and at CONTRACTOR'S expense. Reminder, curb adapters are not permitted.

#### 16) ROOF PROTECTION BOARDS

Roof protection boards shall be installed around any roof top HVAC equipment by the LANDLORD'S roofing contractor under contract to the CONTRACTOR at CONTRACTOR'S expense.

#### 17) SIGN INSTALLATION (Lifestyle Town Center)

It is mandatory the sign contractor/installer sign in with LANDLORD'S PROPERTY MANAGER to review the sign template placement on the storefront prior to any holes being drilled.

#### 18) HAZARDOUS MATERIAL

The CONTRACTOR shall not install any Hazardous Materials and may be required to submit Material Safety Data Sheets to show compliance.

# OPENING

## OPENING REQUIREMENTS

### 1) PUNCH LIST

Upon completion of construction and a minimum of seven (7) days PRIOR to opening, the CONTRACTOR shall request that the LANDLORD conduct a final observation and compile a punch list. The premises will be allowed to open for business only after the items have been satisfactorily completed. TENANT'S construction deposit may be used by LANDLORD to correct said items if they still remain uncorrected 30 days after opening.

### 2) DOCUMENTS

The following Certificates/ Documents shall be submitted to LANDLORD prior to opening (electronically and hard copy):

- A) Certificate of Occupancy
- B) Business License
- C) Certified Tenant Air Balance Report
- D) Health Permit (if applicable)
- E) Punch List

## GENERAL

These guidelines are intended to supplement the Property Management guidelines.

If a conflict occurs between the information on this Pre-Construction Meeting Drawing and the Property Management requirements, Property Management shall take precedence.

## PRE-CONSTRUCTION MEETING DRAWING

TENANT'S ARCHITECT MUST INCLUDE THIS DRAWING FOR PERMITTING AND BIDDING. LOCATE DRAWING IMMEDIATELY BEHIND TITLE SHEET.

TENANT'S  
ARCHITECT  
TITLE BLOCK

## UTILITIES

Contact the following utility company representatives for information concerning local installation requirements, application for service, billing procedures, etc.

### GAS SERVICE:

Tenant is a direct customer of the Utility Company. Landlord does redistribute to Food Court tenants.

Company: Comfort Systems  
Telephone: 218-730-4050

### TELEPHONE SERVICE:

Company: Qwest  
Telephone: 800-603-6000

### ELECTRIC SERVICE:

Electric service is redistribution by Landlord. If a meter is required, install in accordance with Landlord criteria.

### CABLE SERVICE:

Company: Charter Communications  
Telephone: 800-936-1479

### WATER SERVICE:

Water service is redistribution by LANDLORD. If a meter is required per LANDLORD'S approval on TENANT'S plumbing drawing, install in accordance with Landlord criteria.

## REQUIRED CONTRACTORS

### FIRE PROTECTION CONTRACTOR

Simon Property Group requires Tenants to use SimplexGrinnell for all of Tenant's sprinkler work. At the time of bidding, each tenant or tenant general contractor should call SimplexGrinnell's National Accounts Representative to obtain direction for pricing and scheduling @ 800.299.4377, select #4.

#### Trash Removal and Dumpster Service

IEM  
800-290-8050

#### Fire Alarm Final Connection

SimplexGrinnell  
800-299-4377, Option #4

#### Electrical Tie-in to LL Equipment

Nylund Electric  
218-624-5706

#### Electric Check Meter

Nylund Electric  
218-624-5706

#### Flushing Chilled Water System

N/A

#### Temperature Controls

N/A

#### Roofing Contractor

Any and all roof work must be completed by the LANDLORD'S approved roofing contractor(s). Contact the following for pricing and scheduling:

A. W. Kuettel & Sons  
218-722-3901

## CONTACT INFO

For questions regarding site access, preconstruction fees, required contractors, construction rules & regulations, please contact Landlord's Property Manager.

For questions regarding storefront & architectural criteria, delivery dates, the scope of Landlord's and Tenant's work, please contact your Tenant Coordinator or call 317.636.1600 for assistance.

**SIMON**<sup>®</sup>  
MILLER HILL MALL

7/29/09