

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

1. TRASH REMOVAL

Contractor agrees to order an "Open Top" trash container, 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 9:30 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 Mall 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.

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 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 9:30 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 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 **Davco** is the REQUIRED contractor and the only contractor allowed to perform any modifications and repairs. The phone number for 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.

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

"Tenant's contractor will reimburse *SouthPark Mall* 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. "

General Contractor is responsible for obtaining the Global Risk Consultant Submittal letter and submitting to the Mall Management Office prior to starting sprinkler construction. The General Contractor must provide the Global Risk Consultant Approval Letter to Mall Management Office as part of the Post Construction Checklist process.

A 24 hour notice is required before sprinkler drain downs can occur.

There is a charge of **\$250.00** for each sprinkler drain down. If your contractor is other than Simplex.

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.**

6. BARRICADES

Contractor is responsible for barricade installation. All Barricades will be by Boston Barricade

Barricade Contractors are charged an overnight access fee for installing the tenant store front barricade plus a cleaning and coordination fee following the below charge guidelines.

Barricade Contractor Charges	Charge		CONTRACTOR CHARGES:
Store Front Linear Feet	Fee	Fee Calculation	Total
ALL	Flat Fee	\$ 100.00	\$ 100.00
ALL	\$ 2.00	per store front Linear Feet	\$ -

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 in front of the barricade 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.

SouthPark requires the barricade and graphics to be installed same night, so in order to get all approvals lined up, graphics sent to print and installers hands in time to go up with the barricade (graphics are

produced and shipped from our print facility in Southern California), Boston Barricade would need to have the file at least 10 days prior to the install date.

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.

7. TENANT SPACE

Contractor should work in a manner as not to impede the business at The Mall. 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 Mall 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 mall 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 to insure lines are.

8. CONSTRUCTION FEES / DEPOSITS (not subject to waiver or cap unless lease specified)

A. CONSTRUCTION DEPOSIT

A construction deposit, a minimum amount of **\$7500.00** (A larger deposit may be required at certain properties. Refer to lease for amount) from which the LANDLORD may deduct fines and LANDLORD'S cost to repair damage to common areas or other Tenants, caused by Tenant's contractor(s).

B. TEMPORARY ELECTRIC POWER

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

■ Redistribution by LANDLORD (Non-Refundable Fee Applies)

Tenant's Space Square Footage	Charge
0-1000	\$.34/SF
1001-5000	\$.43/SF
OVER 5000	\$.53/SF

C. TEMPORARY WATER

TENANT'S CONTRACTOR is responsible for paying a non-refundable fee associated with temporary water usage.

Tenant's Space Square Footage	Charge
All	\$.10/SF
Not to Exceed \$250 per construction job	

D. PARKING SERVICES

TENANT's CONTRACTOR is required to pay a non-refundable fee associated with parking services during on site construction. This fee is **\$250/month with a one month minimum charge**. A parking pass will be given to the contractor to be placed in the dashboard of the designated vehicle(s).

E. AFTER-HOURS ACCESS

TENANT's CONTRACTOR is required to pay a non-refundable fee associated with after-hours access services during after-hours construction. This fee is **\$100/single access not to exceed \$400 per construction job**.

F. CLEANING CHARGES

TENANT's CONTRACTOR is required to pay a non-refundable fee associated with the housekeeping/cleaning of the common area/back corridors around their designated space

Tenant's Space Square Footage	Charge
All	\$.20/SF
Not to Exceed \$500 per construction job	

G. STORAGE/WASTE HANDLING CONTAINERS

Should space be needed to place a container for construction disposal (open-top containers) or a storage pod/container, this can be made available at a charge of **\$250/month with a one month minimum charge**. Location information can be found in **Section 3.3**.

H. COORDINATION CHARGES

TENANT's CONTRACTOR is required to pay a non-refundable fee associated with coordination of services during on site construction. This fee is a **flat rate of \$250**.

I. HELICOPTER LIFT & CRANE CHARGES

TENANT's CONTRACTOR is required to pay a non-refundable fee associated with helicopter lift access during on-site construction. This fee is **\$500 per occurrence**. The crane fee is **\$100 per occurrence**.

J. SPRINKLER DOWN DRAIN CHARGES

TENANT's CONTRACTOR is required to pay a non-refundable fee associated with sprinkler down drain charges during on-site construction. This fee is **\$250 per occurrence**.

K. W- 9 FORM

A W-9 Form must be completed by tenant's contractor and provided to Landlord before construction commences. Failure to submit a W-9 may cause delays in return of any construction deposit on file.

L. PREPAYMENT CHECK

Please make all checks payable to the following:

9. FINES

The following infractions will draw an immediate fine:

Failure to use required vendor	<u>\$200.00</u>	+cost to repair
Smoking inside space	<u>\$200.00</u>	+ejection from work site
Pouring concrete/grout/paint down drain	<u>\$200.00</u>	+cost to "jet" all drain lines in space
Putting trash in Mall Dumpster	<u>\$200.00</u>	+cost to pull
Working in the electric room without notification	<u>\$100.00</u>	
Materials equipment left in loading dock	<u>\$500.00</u>	+cost to discard
Debris left in loading dock	<u>\$500.00</u>	+cleanup cost
Use of public restrooms	<u>\$500.00</u>	+cleaning cost
Barricade/ back door left open	<u>\$200.00</u>	
Continual parking violations	<u>\$200.00</u>	
Unclean common area	<u>\$200.00</u>	+ cleaning cost
Failure to check with Security	<u>\$200.00</u>	
Debris around "open top" container	<u>\$350.00</u>	+cleanup cost
Debris left on roof	<u>\$500.00</u>	+cleanup cost

10. SECURITY PROCEDURES

After Hours access requires After Hours Access Form (found in this packet) to be completed and submitted to Mall Management prior to accessing the building outside of normal business hours. When arriving after hours you will need sign in with Security call dispatch 704-364-3014.

11. MALL COMMON AREA TILE

Common Area Tile Spec: **German Jura Beige Limestone 16" x 16"** Contractors need to source this product directly for tying store fronts into our common area, the mall has limited availability @\$35 per piece which can become unavailable at any time.

12. WALK OFF MATS

All barricade entrances must have a walk off matt to prevent dust and debris from being tracked into the mall. The two options are: 1) Crown CLEAN STEP DIRT GRABBER MATS, with peel away layers. 2) Carpet Matt with spray bottle w/ water. Keep the mat damp.

13. HVAC AUTOMATION CONTROLS

Tenant's HVAC System will be required to interface with the Landlord's Energy Management System. Tenant shall provide the required 2-way modulating control valves for the unit(s) cooling coil(s). A Simon acceptable installing Contractor must be contracted at the beginning of each project even if no controls are being upgraded or changed. They update the frontend system with new tenant info and ensure working order of all components. This work cannot be performed by any other than that of Simon approved contractors.

If installing a new AHU or upgrading non-working and/or Tridium controls, tenants will need to provide a **Distech** BACnet/IP controller. This is the ECLYPSE Connected Equipment Controller (ECY-303) or other Distech IP controller suitable for the application but if other than (ECY-303) must be pre-approved by Simon as specified in the bulletin which will be provided. Data sheet will be provided with the Property Rule & Regulation documents

14. Plumbing in Lower Level Garage Ceiling

Only Cast Iron piping is permitted for all drain lines located under tenant spaces in the lower level parking garage ceiling area. Plumbing lines need to have a laminated placard attached to the plumbing line clearly identifying the tenant space that those lines service.

15. CHARLOTTE FIRE DEPARTMENT INSPECTION PROCESS

All tenant construction at SouthPark Mall requires an inspection by The Charlotte Fire Department Inspector. There are a total of 3 inspections required during the build-out process.

- 1st - Above ceiling for sprinkler head placement, check the sprinkler pipes and make sure nothing is attached to them.
- 2nd - Fire alarm test (this will need to be done prior to 8:30am)
- 3rd - Final inspection to check furniture placement.

You will need to contact the inspector at least 72 hrs prior to needed inspection in order to get it scheduled, preferably though email.

CFD Contact:

Tyler Dickson
Charlotte Fire Department
Fire Inspector Level III
704-619-5317
rdickson@ci.charlotte.nc.us

MALL CONTACT INFORMATION

Randy Thomas, Mall General Manager - 704-295-0975 rthomas@simon.com

Curt White, Director of Operations - 704-295-0975 curt.white@simon.com

Daniel Hall, Assistant Director of Operations – 704-295-0975 daniel.hall@simon.com

Mall Security 704-364-3014

REQUIRED CONTRACTORS

Sprinkler Contractors:

Company Name: Johnson Controls
Contact Person: Chris Franche christopher.franche@jci.com
Phone: office 704-501-0500 – mobile 704-517-8484
Address:
Charlotte, NC

Company Name: Century Fire Protection
Contact Person:
Phone: 770-506-2388
Address:
Company Name: Performance Fire Protection
Contact Person: Chad Whisnant
980-722-2056
cwhisnant@performancefire.com

Roofing Contractor

Company Name: Davco
Contact Person: Dan Davis
Phone: 704-817-9788
Address:

Fire Alarm Contractor

Company Name: Johnson Controls
Contact Person: Jameson Ewing
Phone: Mobile 980-264-3557 jameson.ewing@jci.com
Address:

HVAC EMS/BMS Contractor

Company Name: Emcore Aircond
Contact Person: Nick Goudoras
Phone and Fax: 704-641-0304

Open Top Dumpsters

Company Name: Berry's Container Service
Contact Person:
Phone and Fax: 704-734-8382
Address: P.O. Box 13103, Gastonia, NC 28052

Barricade Companies

Boston Barricade
Brian Winkler cell: 845-476-7777
866-866-0925, Direct 772-257.7158
bwinkler@bostonrs.com

PRE-QUALIFIED CONTRACTORS

General Contractor

Company Name: Pinnix General Contractors
Contact Person: Brad Drury
Phone and Fax: 704.867.6383
Address: 315 South Street, Gastonia, NC 28053

Plumbing

Company Name: Precision Plumbing
Contact Person: Joe Hartmann
Phone: 704-849-7810 or 704-996-6832
Address: P.O. Box 2230, Matthews, NC 28016

Electrical

Company Name: LS Williams Electric CO
Contact Person: Scott Williams
Phone and Fax: 704-334-9655
Address: 138 Atando Ave, Charlotte, NC 28206

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 & Mall-Specific Contractor Rules & Regulations Addendum

ACKNOWLEDGEMENT

I acknowledge that I have received the entire **Contractor Rules & Regulations Package including Mall-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

Mall Name

Mall Representative (Print)

Title

Mall Representative Signature

Date

Required Survey of Communication Lines Within Tenant Space

All Tenant spaces have communication lines for both Fire Alarm and HVAC controls that run through them and are connected to devices within the space. **Before any demo** to equipment and wiring is performed, your space needs to be surveyed by our required contractors to ensure no damage to our systems occurs as well as to ensure we don't compromise the integrity of our Life Safety Systems. Please note these companies will need some advance notice and should be called well in advance before mobilizing begins on the project.

FIRE ALARM

Jonathan Layne, Electronic System Sales Representative, Johnson Controls

Office (704)-501-0504

Cell (704)-507-5555

Jon.Layne@JCI.com

Secondary Contact for Simplex: John Hargrove 704-519-9008

HVAC EMS

Nick Goudoras - Emcor Services Integrated Solutions

Cell: 704-641-0304 Office: 1-800-768-4258 Fax: 866-891-6884

Email: ngoudoras@aircond.com

Failure to have the survey done and in the event of communication loss or system failure it will become the financial responsibility of the contractor to reimburse SouthPark any costs incurred plus 25% for the repair.

General Contractor's Signature

Date



Waterproofing

The Tenant's Contractor MUST waterproof all wet areas. The required product for waterproofing is Dal-Seal. This waterproofing/anti-fracture membrane is also called Noble TS.

You MUST contact the Operations Director to schedule a water/flood test. Waterproofed area shall be filled with at least 4" of water and stand for a minimum of 1 hour. The Field Tenant Coordinator will then inspect for leaks and sign off on the test. If there are any leaks, this process must be repeated until such time that it is watertight.

General Contractor's Signature

1. COPY OF CERTIFICATE OF INSURANCE

- A. Contractor shall, at all times during the term of the works(s), at Contractor's sole cost and expense, obtain and maintain the following policies of insurance, naming the Owner Parties as "additional insured", which shall provide the Owner Parties are additional insured with respect to liability arising out of Contractor's ongoing and completed operations. Contractor shall provide notice to Owner immediately upon receipt of any notice received by the Contractor from its' insurance carrier advising of non-renewal or cancellation of the policies required under this Agreement.
- B. All policies of insurance required of Contractor under this Agreement shall be obtained from reputable insurers licensed to do business in the state where the Shopping Center is located and have an A.M. Best rating of at least A- VIII. A legally enforceable Certificate of Insurance on all insurance policies required of Contractor under this Agreement shall be deposited with Owner promptly on or before the commencement of the term of this Agreement. Any insurance provided by Owner Parties shall be strictly excess, secondary and non-contributory of the insurance coverage provided by Contractor.
- (a) **Commercial General Liability** - with a limit not less than \$2,000,000 (\$5,000,000 if any portion of the services to be performed by Contractor hereunder involves or affects in any way the roof of the Shopping Center) for each occurrence and a \$2,000,000 (\$5,000,000 if any portion of the services to be performed by Contractor hereunder involves or affects in any way the roof of the Shopping Center) general aggregate limit.
- (i) An endorsement that includes property damage coverage for property in the care, custody or control of the Contractor.
- (ii) In the instances where Contractor's services include the use of "pollutants" as defined by the General Liability policy, the policy must include an endorsement removing the absolute pollution exclusion and adding broadened pollution coverage for bodily injury and property damage resulting from the discharge, dispersal, seepage, migration, release or escape of "pollutants" as defined by the General Liability policy, and providing coverage on behalf of the "additional insured", including ongoing and completed operations.
- (b) **Commercial Automobile Liability** - in the amount of \$1,000,000 combined single limit for bodily injury and property damage, covering all owned, non-owned, or hired automobiles used in the course of the Contractor's business.
- (c) **Worker's Compensation** - in compliance with any and all statutes requiring such coverage in the state where the work is being performed.
- (d) **Employer's Liability** - in a minimum amount of \$1,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy aggregate.
- (f) Such other insurance as may be required from time to time by Owner.

The Certificate should name the following as “Additional Insured.”

SOUTHPARK MALL LIMITED PARTNERSHIP, a North Carolina limited partnership, its Managing Agent, Simon Property Group, Inc., and their respective officers, directors, shareholders, members, partners, parents, subsidiaries, related and affiliated entities, agents, servants, and employees.

Certificate Holder:

SouthPark Mall LP
4400 Sharon Road
Charlotte, NC 28211

PRE-CONSTRUCTION MEETING DOCUMENT CHECKLIST

The following documents must be on file with SouthPark Mall prior to the start of construction

		Date Received
Certificate of Insurance (w/ required coverage and additional Insured state correctly)	Exp Date _____	_____
Demo Permit	Permit# _____	_____
Building Permit	Permit# _____	_____
Electrical Permit	Permit# _____	_____
Plumbing Permit	Permit# _____	_____
Mechanical Permit	Permit# _____	_____
Sprinkler Permit	Permit# _____	_____
Fire Alarm Permit	Permit# _____	_____
Health Department	Permit# _____	_____
Subcontractor List Document		_____
Waterproofing Document		_____
Rules & Regs Acknowledgement		_____
Communication Lines Acknowledgement		_____
Construction Schedule		_____
Check for Construction Security Deposit		_____
Check for Construction Fees		_____
24 Hour Contact List		_____