



**C O N S T R U C T I O N**

**G U I D E L I N E S**

Prepared by:

**Quaker Bridge Mall**  
3320 US Highway 1, Unit 150, Lawrence Township, NJ 08648

**Revised January 2017**

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## **CONTRACTORS GUIDELINES**

**Simon Property Group**  
**Quaker Bridge Mall**  
**Revised January 2017**

### **1.0 INTRODUCTION**

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***It is the responsibility of the Tenant to make each Tenant Contractor fully aware of the Rules and Regulations contained in this document.***

- A. Following are the Rules and Regulations to be observed by all Tenant Contractors. The Tenant, Tenant Contractors and their agents shall comply with these rules and regulations and any other requirements set forth by Mall Management pertaining to the Tenant's construction within the Mall. This is not a complete description of all requirements and limitations, but is intended to be a guideline for situations frequently encountered. The Tenant and the Contractor should refer to the Quaker Bridge Mall Store Design and Construction Criteria, which in conjunction with these Rules and Regulations; address general and specific requirements governing Tenant Contractor activity. Please read this information thoroughly to determine how these rules will affect your work. Contact the local Mall Management Office if there are any questions about the information contained in this document. It is the responsibility of the Tenant and the Tenant Contractor to confirm applicability of any rules with Mall Management.
- B. It is the goal of the entire staff and management of the Mall to provide quality support and guidance while your project is underway. We do not intend to hinder or otherwise obstruct the professional, safe, timely, and efficient completion of the job, but we must be aware and informed during all phases of the construction period. It is very important that you, and all of your subcontractors and vendors, comply with these Rules and Regulations at all times. If variances are needed, we will work to cooperate, but deviating from any rule without bringing it to the attention of Mall Management will not be tolerated.
- C. All communications with the Mall Management Office may be made by contacting:

Jack Aprile  
Operations Manager  
Mall Management Office  
3320 US Highway 1, Unit 150  
Lawrence Township, NJ 08648  
Phone: 609-310-3705  
GAprile@simon.com

- D. ***Landlord will not be responsible for any costs incurred by Tenant resulting from a Tenant Contractor not complying with or having a full understanding of these Guidelines.***

## 1.1 GENERAL INFORMATION

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- A. All Tenant Contractors **must** be licensed and bondable. A Tenant Contractor shall not use another Contractor's license (or license number) in the performance of any work at the Mall. A Tenant Contractor's work shall not be "subbed out" to another Contractor without prior written notification of the Mall Management.
- B. All construction in the mall shall be bid as union work. For all intents and purposes, Quaker Bridge Mall is a union shop.
- C. Tenant's Contractor hereby acknowledges that the Mall is open and operating and that Tenant and/or Contractor will not interfere with the orderly business of the Mall, will not perform work or store materials outside of the Leased Premises, will keep the adjacent areas clean and dust free, and will park vehicles operated by Contractor in areas so designated by Landlord. Construction which creates excessive noise may be rescheduled by Landlord at its sole discretion. Tenant or Contractor's personnel shall not loiter in the Mall Common Area, including Mall Main Entrances.
- D. The Tenant Contractors, their employees, their agents and their guests shall conduct themselves at all times in accordance with the current posted Code of Conduct for the Mall.
- E. Tenant Contractors must coordinate their activities with vendors and local Mall Management staff to prevent disruption of the Mall's operations. The location and time for bringing materials and supplies into the Tenant space must be properly coordinated as set forth in Section 2.0, E, "DELIVERIES", below. Any violation of the Rules and Regulations of Quaker Bridge Mall, including, but not limited to, these Contractors Guidelines, shall result in at least the minimal fine being deducted from the Construction Damage Deposit. Severe violations will result in the temporary discharge of the person or persons in question until the violations have been resolved and will be cause for Mall Management to close down the construction site. Each violation shall be documented in written correspondence from Mall Management to the General Contractor and the Tenant's Construction Department.
- F. Tenant and Contractor hereby acknowledge that the Landlord may be performing work in and around the Leased Premises concurrent with Tenant's construction. Upon notification by Landlord or Landlord's General Contractor, Tenant shall arrange its construction schedule to accommodate Landlord's Work.
- G. Landlord shall have the right to perform, on behalf of and for the account of Tenant, subject to reimbursement of the cost thereof plus a fifteen (15%) administrative charge by Landlord, any and all of Tenant's Work which Landlord determines in its sole discretion should be performed immediately or on an emergency basis for the best interests of the Mall including, without limitation, work which pertains to structural components, mechanical, sprinkler and general utility systems, roofing, and the removal of unduly accumulated construction material and debris.
- H. The Tenant Contractors are responsible for the repair of any damage to the Mall or Tenant property caused as result of their work or actions. If the damage is not repaired immediately to the satisfaction of the affected parties, Mall Management, at their option, may have the work performed at the Tenant Contractor's expense.
- I. All construction by the Tenant shall comply in every respect with applicable building codes, fire codes, underwriter's codes, statutes, ordinances, regulations and laws and shall be completed in a first-class, workmanlike manner. All required building and other permits in connection with the construction of the Leased Premises shall be obtained and paid for by Tenant. Landlord's or Mall Management's approval of Tenant's plans or of Tenant Contractor's work shall not constitute an implication, representation, or certification by the Landlord that said plans or work are in compliance with the aforementioned codes, statutes, ordinances, regulations and laws.

- J. LIFE SAFETY: All requirements of Life Safety codes must be observed by all contractors during construction, particularly Occupational Safety and Health Act (OSHA) standards. This includes, but is not limited to, proper exit sign lighting, sprinkler systems, ventilation, fire extinguishers, etc. The Tenant Contractors shall conduct their business so as to protect the public from harm.
- K. JOB SITE SECURITY: The Tenant Contractors are solely responsible for the security of their property and the job site. Be advised that the Mall Management shall not be held responsible for the loss of or damage to any tools, equipment or materials anywhere on Mall property.
- L. Tenant shall not take any action which would violate Landlord's labor contracts affecting the Mall or which would cause any work stoppage, picketing, labor disruption or dispute, or any interference with the business of Landlord or any other Tenant ***or occupant*** of the Mall or with the rights and privileges of any person lawfully in the Shopping Center. ***Tenant shall take any actions necessary to resolve any such work stoppage, picketing, labor disruption, dispute or interference and shall have pickets removed and, at the request of Landlord, immediately terminate at any time any construction work being performed in the Leased Premises giving rise to such labor problems, until such time as Landlord shall have given its written consent for the resumption of such work.*** Tenant shall have no claim for damages of any nature against Landlord or any of the Landlord Related Parties in connection therewith, nor shall the date of the commencement of the Term be extended as a result thereof.

## **1.2 CONDITIONS OF COMMENCEMENT OF CONSTRUCTION**

Construction ***will not commence*** until final plans and specifications have been approved by Landlord ***and*** insurance certificates, copies of permits and other requirements as set forth below, have been provided to, and approved by, Mall Management.

- A. **BEFORE COMMENCING ANY WORK**, Tenant Contractors must:
  1. Call the Tenant Coordinator to set up a pre-construction meeting with [Jack Aprile, Operations Manager](#). This meeting is ***mandatory***.
  2. Have in their possession copies of plans approved by Quaker Bridge Mall and Lawrence Township.
  3. Submit copies of ***all*** permits required by local authorities for construction of the Leased Premises to Mall Management. These shall include, but may not be limited to, the Building Permit from the local Building Department. Permits must be displayed at the job site at all times.
  4. Submit ***original*** certificates of insurance per standards in the Tenant's lease (see attached Insurance Requirements in the Appendix). Work can ***not*** commence unless each certificate carries the ***exact*** endorsement for additional insured parties. The Tenant/Tenant Contractor shall distribute this information to all parties required to provide certificates to Landlord. ***All*** Contractors and Subcontractors are required to show evidence of adequate insurance.
  5. Submit a construction schedule with completion dates.
  6. Submit completed Tenant Contractor and Sub-Contractor information forms and a signed copy of the Contractor Acknowledgment Letter (see Appendix).

7. Submit a Cashier's Check or Money Order for payment of the temporary storefront barricade, made payable to Quaker Bridge Mall. The General Contractor is responsible for the cost of the barricade, graphics, and doors.
8. Submit a Cashier's Check or Money Order for payment of all Fees per the schedule.
9. **Submit a Cashier's or Business Check or Money order to cover the first month's utility charge. Utilities are charged on the basis of the square footage charge table. After the first month, utilities will be billed and payable on a monthly basis. The General Contractor is responsible for all utility charges.**
10. Submit a Cashier's or Business Check or Money Order in the amount set forth in the Construction Damage Deposit Schedule (see Appendix), made payable to Quaker Bridge Mall, as a Construction Damage Deposit. The deposit will be refunded within 45 days **after** Landlord has fully certified that no expense claims are outstanding and that the Contractor has completed the construction of the Leased Premises in accordance with all criteria, standards, and approvals issued by Landlord. **No exceptions** will be made regarding this policy. For additional information, refer to "PUNCHLIST PROCEDURES", Section 2.2, A, below and the Construction Damage Deposit Schedule in the Appendix.

## **2.0 RULES AND REGULATIONS**

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### **A. CONSTRUCTION GUIDELINES FOR TENANT CONTRACTORS**

1. These procedures **must be posted in a conspicuous location** on the construction job site.
2. All construction work must be performed in a professional manner utilizing the highest quality workmanship. All contractors must be bondable. **All work is subject to the Landlord's final approval.**
3. **Tenant's Contractor(s) may build only from Landlord approved plans and specifications.** The Tenant or Tenant's Contractor must keep a copy of the Landlord's final approved plans in the Leased Premises at all times during construction for reference. If construction work is being performed without Landlord's approved drawings within the Leased Premises, Tenant's Contractor will be required to stop work and will not be allowed to recommence construction until Landlord's approved plans are on site.
4. All known construction problems must be brought to Management's attention immediately. No deviation from Landlord's approved plans and specifications, including, without limitation, field changes, shall be permitted without prior written approval by Landlord. Tenant shall be responsible for the cost of removal, re-fabrication or reinstallation of materials, fixtures or finishes that do not conform to the approved plans and specifications.
5. A copy of the "as-built" drawings on a CD or stick must be submitted to Mall Management upon completion of construction. The Construction Damage Deposit **will not be refunded** until the "as-built" drawings are provided.

## **B. TEMPORARY STOREFRONT BARRICADES**

1. Tenant Contractor shall be responsible for all costs as well as ***maintaining*** the temporary storefront barricade. Damages will be deducted from the construction deposit. The barricade will be built by Mall Management at Contractor's cost.
2. A walk-off mat, at all entry/exit doors, must be made available and changed regularly, for the wiping of shoes to eliminate tracking dirt into the Mall. Front doors to Tenant spaces are to be secured after 10:00 a.m. All tradesmen must use rear doors if available.
3. **DUST PROTECTION:** Any activity, which generates dust, e.g., drywall sanding, must be fully contained in the Tenant's Leased Premises. Without exception, construction will be stopped until compliance has been achieved to the satisfaction of Landlord.
4. The Tenant Contractor shall be billed for the construction of the temporary storefront barricade in accordance with the "CONTRACTOR EXPENSES AND CHARGEBACKS" schedule (See Appendix). The Tenant Contractor shall be solely responsible for the maintenance of the barricade throughout construction.
5. The storefront barricade may not be taken down without the approval of Mall Management. Unauthorized removal of the storefront barricade will be cause for an immediate deduction of **\$500.00** from the Construction Damage Deposit. Removal of the barricade will not be permitted until Mall Management or other Landlord agent has made a complete inspection of the interior and an initial inspection of the exterior of the Leased Premises. If no major issues need to be resolved, Landlord's representative may then permit the barricade to be removed. Barricade removal will not be permitted until after Mall closing, and never prior to Mall opening. Contractor is responsible for minimizing dust and debris, and for all associated safety measures, clean-up, repairs, etc.

## **C. BARRICADE SIGNAGE**

Barricade signage shall be provided by Mall Management at the Tenant's expense. Signs referring to Contractor ***will not be allowed*** on the storefront barricade or any other part of the Mall.

## **D. TEMPORARY UTILITIES**

1. Temporary electricity and/or water,(if available) will be furnished by the Mall until permanent utilities are ready for use. The Mall will bill the Contractor directly for any temporary utilities used (see Appendix A). Unauthorized use of mall utilities will be cause for shutting down the job for 24 hours, and a **\$200** deduction from the Construction Damage Deposit.
2. Use of generators for temporary electricity must have the prior approval of Mall Management. If permitted, the generator must be located so as to prevent any fumes and/or noises from disturbing or endangering any persons or businesses in the building. Specified times and places of operation will be in writing and subject to all safety considerations of local authorities.
3. Tenant Contractors shall not enter or have access to any electrical or sprinkler rooms, any area of the roof, or any vacant spaces in the Mall, without the ***prior*** approval of Mall Management.

## **E. DELIVERIES**

1. All regular deliveries of construction-related materials, fixtures and merchandise must be made through the **rear door of the premises**, if one exists. **Deliveries through any mall main entrances is strictly prohibited.**
2. If no rear door exists or, for materials which must come in through the front due to size or other unusual requirements, **prior approval must be secured** from the Mall Management.
3. All deliveries **must** be completed **by 9:30 a.m.** or start **after 9:00 p.m.**, Monday through Saturday. Extreme care must be taken to avoid damaging or scratching Mall doors, floors and furnishings. All heavy equipment and furnishings must be transported on rubber wheeled carts/dollies, which shall be appropriate to the weight limitations involved. Always coordinate deliveries with Mall Management when concerned about special needs. The cost to repair **any** damage caused by Tenants, Tenant Contractors and/or their agents **will be billed** to the Tenant and/or Contractor.
4. On-site storage trailers are not permitted without the Landlord's **prior written approval.**
5. Doors are not to be wedged open after deliveries have been made to the Tenant space. These spaces are monitored by CCTV.
6. Service corridors, service courts and other Mall common areas are not to be used for the storage of materials, or parking of contractors or sub-contractors vehicles.

## **F. LOADING/UNLOADING AND WORKER PARKING**

1. All construction-related vehicles shall be clearly marked with the Contractor and Tenant names and shall be parked in areas assigned by Mall Management except when loading or unloading. Workers will be **allowed 15 minutes to move** from any unauthorized parking area.
2. No vehicle will be allowed to park on any sidewalk, or obstruct access to any entrance, or use any curb area deemed to be a fire lane. Violations of any rules by vehicles of workers or visitors to the construction site will be cause for the **towing of the vehicle at the owner's expense**, and may include penalties assessed by the local Police Department. Further notice will not be given or required.

## **G. DEBRIS DISPOSAL & MATERIAL STORAGE**

1. The Tenant's General Contractor is responsible for satisfactorily removing **all** construction debris prior to disposal. Mall compactors **may not be used** for disposal of any construction-related debris or materials. Dumpsters must not be allowed to overflow onto the parking area.
2. Placement of any rented containers (not to exceed 40 cu. yds.) is allowed **only** with the prior approval of Mall Management. The Tenant Contractor shall be responsible for clean up in the area surrounding their container(s) regardless of the source of the debris. Containers must be removed from the site no later than store opening. There will be a \$500 penalty per day containers are left on site.
3. It is the Tenant Contractor's responsibility to ensure compliance with these requirements by all employees, Contractors and their agents at all times during the construction and merchandising phases. **Any debris which must be handled by Landlord will be removed at the**

**sole** expense of the Contractor at **cost plus twenty-five percent (25%) administrative fee.**

4. All building materials and/or construction debris **must be kept inside** the Leased Premises. No disposal of debris through the public Mall Common Areas will be allowed during business hours except with permission of Mall Management. Nothing may be disposed of or stored on any other part of the Mall property.
5. No flammable materials are to be stored anywhere in the Mall, except those that are to be used during that construction day only. **No deviation from this requirement shall be permitted under any circumstances.**
6. Materials of any kind, liquid or dry, **shall not be emptied** into planters, landscaped areas, parking areas, sinks, sewers, or any other parts of the Mall property. Violators will pay for all clean-up/replacement costs, plus the twenty-five percent (25%) administrative fee. There may be other (governmental) penalties related to the improper disposal of debris.
7. This property has a lower level. **Do not** run any water on any slab surfaces without permission of Mall Management.

#### **H. WORK BEYOND THE LEASED PREMISES**

1. The Tenant Contractor shall be responsible for coordinating work beyond the Leased Premises (“Work”) in advance with Mall Management and the affected Tenant(s). Approvals for access, utility shut-downs and other requirements must be in writing and must be obtained at least one (1) week in advance of the scheduled work. Failure to properly coordinate access can needlessly delay construction completion and store opening.
2. The Tenant Contractor shall be responsible for all costs associated with the Work, including, but not limited to, the direct employee expenses incurred by the affected Tenant(s) such as overtime, meals and travel.

#### **I. PROTECTION OF THE MALL FLOOR**

The mall floor in front of the Leased Premises will be inspected by Mall Management prior to the start of construction. Extreme care must be taken to protect the Mall flooring from breakage, scratches, and discoloration. The cost to repair or replace any damaged mall flooring attributable to the Tenant Contractors during the period of the Tenant construction work will be charged back to the Tenant Contractor.

#### **J. CONCRETE REGULATIONS**

1. Cutting or core drilling of the concrete slab is allowed **only** with Landlord's written approval. Landlord's approval **must be specific** for any concrete work.
2. It is **mandatory** to coordinate with Mall Management prior to doing any cutting of the Mall floor. All slab cuts and subsequent slab repairs shall be performed at times and using methods approved in advance with the Mall Management. Repairs to the Mall slab shall be consistent with Mall construction and industry standards. Tenant General Contractor is solely responsible for any damage caused when making slab cuts.
3. Pumping of concrete must have prior approval of Management. **Absolutely** no washing or draining of concrete trucks, pumpers, or other equipment may be done anywhere on the property **unless** Mall Management has approved the location and method.

#### **K. ROOF PROCEDURES**

1. **No one** is permitted on any part of the Mall roof (including any department store roof) without the knowledge and approval of Mall Management. Access by any means other than the roof hatch is **strictly prohibited** except with the permission of Mall Management. Ladders will be removed if found, and damage to roof sections, parts and/or materials **will be charged** against the Construction Damage Deposit held by Mall Management.
2. All necessary roof cuts are to be made by the Landlord's authorized roofing contractor at Tenant's expense. Always coordinate with Mall Management before proceeding with any roof-related planning or work.
3. Upon completion of any roof work, an inspection for damage will be made by Mall Management.
4. Landlord designated contractors for roof work **must** be used to preserve warranties. Contact Jack Aprile, Tenant Coordinator, at the Mall Office for further information about the roof sections and contractors involved. (See HVAC information, below.)

#### **L. HVAC**

1. The Tenant's Contractor shall ensure that all regulations related to pollutants are observed for all equipment being installed, repaired, relocated or removed.
2. All HVAC equipment shall follow the standards approved by Landlord as set forth in the Lease, including the Design and Construction Criteria, and elsewhere.
3. Equipment shall be balanced by an independent certified balancing company.
4. Ensure ready access to above ceiling equipment through proper trade coordination and understanding of floor layout.
5. The use of cranes or helicopters to place any equipment may require additional approvals from Mall Management and, as needed, the FAA, the City government, the local Building Department, or other regulatory entities. Mall requires a minimum notice period of 48 hours for any aerial lifts.
6. The Tenant's Contractor must furnish and install approved work pads around any Tenant roof-mounted equipment, including, but not limited to, HVAC units and exhaust fan outlets. Advance approval is required from the Tenant Coordinator prior to installation. Allow 5 business days for review. Work will not be permitted until proper approvals are received. **MUST BE REVIEWED**
7. Rules & Regulations and Construction Damage Deposit penalties regarding clean up of all debris apply to all work on the Mall roof, including costs to repair damage to roof materials during installation or by careless use of parts and tools. Contractors are obliged and encouraged to report any signs of damage prior to starting work in order to avoid unwarranted penalties.
8. Rolling of any equipment or tools across any roof surface is **strictly prohibited**.

#### **M. SPRINKLER**

1. Sprinkler shop drawings must be submitted to and approved by Landlord's insurance carrier prior to beginning any work on the sprinkler system. The local Fire Department and Landlord's insurance carrier must approve the drawings **prior** to work commencement. Landlord designated contractor for sprinkler work **must** be used. Notify Mall Management and Security at least 48 hours prior to any work. System drain-down will be done by Mall

personnel. **BE AWARE THAT THE LANDLORD REQUIRES A \$250.00 CHARGE WITH EACH SHUTDOWN OF THE SPRINKLER SYSTEM, WHETHER INTENTIONAL OR UNINTENTIONAL. AMOUNTS DUE MUST BE PAID BEFORE ANY WORK WILL BE PERMITTED. CHARGES FOR UNSCHEDULED SHUTDOWNS WILL BE BILLED. IF NECESSARY, CHARGES WILL BE DEDUCTED FROM THE CONSTRUCTION DAMAGE DEPOSIT.**

2. Sprinkler shutdowns will commence at 7:30. Earlier times can be accommodated with a \$300 premium for Engineering 4 hour minimum of over-time.
3. The Tenant's Sprinkler Contractor must be on site during drain down and refill of the system.
4. Per the Fire Marshal, a hydrostatic test is **required prior to final inspection** if 5 sprinkler head(s) or more have been moved. This will require a **sprinkler shutdown**. Final acceptance of this work will be by field examination and is contingent upon satisfactory completion of the Contractors Materials and Test Certificate.
5. Three (3) sets of sprinkler drawings must be sent under separate cover to the following address for approval before commencing any work.

Peter Rullo  
100 Walnut Avenue, Suite 501  
Clark, New Jersey 07066-1247  
USA Phone: 1.732.827.4400 Fax: 1.732.827.4490  
peter.rullo@globalriskconsultants.com

#### **N. ELECTRICAL & WATER SHUTDOWN**

1. It is **mandatory** that all shutdowns be coordinated with Mall Management with 48 hours notice prior to any shutdown in the mall. Landlord charges a fee of **\$250** per shutdown for electrical and water shutdowns.

#### **O. FIRE ALARM AND PROTECTION**

1. The design of the Tenant fire alarm system/devices shall be the sole responsibility of the tenant and shall comply with all local codes.
2. Tenant will tie-in to Landlord Fire Alarm System.
3. The alarm signal will be received by the Landlord as a Supervisory signal. The landlord is not responsible for monitoring the Tenant space and will not treat this as a Fire Alarm signal.
4. Third party monitoring is not required as long as there is a signal device at a constantly attended location within the store such as the cash wrap.
5. Tenant shall retain the services of Landlords Fire Alarm Service Provider to supply, program, test and certify an addressable single input module (SIGA-CT1) to receive an alarm signal. Wire, hardware and installation to be provided by tenant EC.

### **2.1 CONSTRUCTION RESTRICTIONS**

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***All construction work shall be confined to the Leased Premises unless otherwise approved in writing by Mall Management.***

## **A. LANDLORD DESIGNATED CONTRACTORS**

The Tenant Contractors **must** employ the Landlord Designated Contractor for the following areas of work:

- **Sprinkler system work**
- **Barricades**
- **Roofing work**
- **Utility meter installation**
- **Waste Removal Services**

The list of the current Landlord Designated Contractors is available from the Mall Management Office upon request.

## **B. NOISE**

The use of jackhammers, rivet guns, grinding equipment and other such equipment which create excessive noise or dust is **not permitted** during the Mall operating hours. Always coordinate with Mall Management and store managers in neighboring **stores before doing anything** to disturb or disrupt the peace and privacy of others.

## **C. WALL OPENINGS**

Openings into adjacent walls and spaces may not be cut without being approved by Mall Management. All openings into the space must be properly secured during non-working hours. All penetrations must be sealed to maintain fire ratings. We emphasize that all construction criteria are subject to the approval of the local Building Department or other governmental authorities, in addition to Landlord.

## **D. WELDING OR TORCH CUTTING**

Any welding or torch cutting **must** have prior Mall Management approval and welding permit. Two (2) fire extinguishers must be in close proximity to the welding site and local Fire Department must approve the welding procedures **prior** to the commencement of any work. Severe penalties will be assessed for failure to observe these requirements.

## **E. PAINTING**

Proper ventilation must be provided for any space where painting and/or spraying are in progress. Extreme care **must** be taken to avoid the migration of fumes into public & service areas, and Tenant spaces, including indirect transmission through HVAC equipment. Any over-spraying or other damage to property outside the Leased Premises is the responsibility of the Tenant's Contractor. The Contractor must coordinate with Mall Management if any fumes or other construction related processes are expected to cause problems. Mall Management will **immediately** shut down **any** activities deemed to be offensive or potentially hazardous in any manner.

## **F. SECURITY AND ACCESS TO THE MALL**

Quaker Bridge Mall has very stringent security rules. No one is allowed to remain in the Mall after it has been secured (normally by 10:30 p.m.) **unless** special arrangements have been made with Mall Management. Contractors must **always** coordinate their activities with Mall

Management and Mall Security if they intend to be in the Mall after 9:30 p.m. ***Persons found in the Mall without proper approval will be escorted from the property and may also result in loss of future access privileges.*** If additional Security personnel are required due to construction or stocking activities, arrangements must be made at least 24 hours in advance.

#### **G. MEALS**

Lunchbox meals or take-out meals are to be eaten within the work area, not in the Mall or outside in a public area, including the Food Court. Exceptions to this requirement will be made only if the workers have changed clothing or otherwise do not present a negative image to the general public.

## **2.2 CONSTRUCTION CLOSE-OUT**

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### **A. PUNCHLIST PROCEDURES**

Mall Management and/or other Landlord's agent(s) shall inspect the Leased Premises to assess compliance with the Landlord Approved Plans, the Quaker Bridge Mall Store Design and Construction Criteria and the Lease. Any deficiencies noted during these inspections shall be addressed in the Landlord's Punchlists (refer to the Quaker Bridge Mall Store Design and Construction Criteria). The Punchlists shall be forwarded to the Tenant. Under the terms of the Lease the Tenant is required to resolve all of the Landlord's Punchlist items. The specific terms and requirements of the Landlord's Punchlists are set forth in the Quaker Bridge Mall Store Design and Construction Criteria for the Mall, to which the Tenant Contractor is referred for additional information.

1. During the final phase of construction, Tenant General Contractor's designated representative is responsible for notifying Mall Management and scheduling a Preliminary Punchlist meeting. Construction should be at least 95% complete with only minor touch-up work remaining. A minimum of 24 hours prior notice is required. No inspection will be made if the Contractor's representative is unable to attend. Inspections will only be made during Mall Management Office Hours.
2. Removal of the barricade will not be permitted and the store shall not open for business until the Preliminary Punchlist has been accepted (signed) by the Tenant.
3. The Punchlists will be sent directly to the Tenant and Tenant Contractor's.
4. The Tenant Contractor should make every reasonable effort to resolve all Preliminary Punchlist items prior to leaving the job site. Unless otherwise noted in the Lease or the Design and Construction Criteria for the Mall, the Tenant Contractor must resolve all Punchlist items no later than thirty (30) days after receipt of the Landlord's Punchlist Letter. **FAILURE TO RESOLVE ALL PUNCHLIST ITEMS WITHIN THIRTY DAYS AFTER RECEIPT OF THE LANDLORD'S PUNCHLIST LETTER WILL RESULT IN THE FORFEITURE OF THE CONSTRUCTION DEPOSIT.**
5. Contractor must notify Mall Management to schedule the re-inspection. At least 24 hours' advance notice is required. Contractor will be not be charged for the first re-inspection. Each additional inspection will be billed at a flat rate of \$500.
6. If all Punchlist items are satisfactorily resolved and no items are outstanding within the established deadlines, Landlord will refund, as appropriate, the balance of the Construction Damage Deposit. This refund will take approximately 45 days to process following satisfactory resolution of all Punchlist items.
7. Tenant's Contractor shall contact the local Building Department to schedule final inspections. The Tenant Contractor is responsible for coordinating the construction schedule to satisfy the local Building and Fire Department requirements for all inspections.

## **B. CLOSE-OUT DOCUMENTS**

1. The Final Punchlist shall stipulate that the Tenant and/or Tenant Contractors provide the following documents to the Mall Management:
  - a) Original Final Waivers of Lien from all trades, and GC Affidavit, must be notarized.
  - b) Warranty for not less than one (1) year against defects,
  - c) Copies of any final clearance documents provided by the local Building Department or other agencies,
  - d) One (1) set of "as-built" drawings, signed and dated by the Tenant Contractor,
  - e) Air Balance Report as completed by a certified independent contractor
  - f) W9
  
2. All outstanding charges must be paid to the Landlord.
  
3. The Construction Damage Deposit *will not be refunded* until all required documentation has been provided. Refer to the Design and Construction Criteria (including "Landlord's Punchlists") for additional information. **Beyond 30 days, you will automatically lose your deposit.**

## APPENDICES

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**CONTRACTOR EXPENSES AND CHARGEBACKS**

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- A. All expenses reimbursable to Landlord by the Tenant or Tenant's Contractor in accordance with the information listed in the tables below shall be paid immediately upon written notice.
- B. Costs for repairing damages to Landlord's improvements will be charged back to Tenant's Contractor if arrangements are not made with Mall Management to make satisfactory repairs prior to construction closeout.
- C. Non-compliance with the Contractor's Guidelines will be cause for deductions from the Construction Damage Deposit.

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**LANDLORD'S WORK AT TENANT'S EXPENSE**

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*Tenant shall pay Landlord all sums due for all the work that is **required** to be performed by the Landlord on behalf of the Tenant as outlined by the following items*

---

<b>Material and/or labor furnished by Landlord</b>	<b>Unit cost</b>
Mall tile stock for extending finish into Tenant's Leased Premises from the lease line to the store closure line	Material cost only \$28.00/SF for tile, \$38 for carpet
Roofing repair for roof opening(s) only, <b>(penetrations by Tenant)</b>	\$1,000.00 per opening

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*Tenant shall pay Landlord all sums due for work performed by Landlord on behalf of the Tenant as outlined by the following items:*

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Back Door sign & paint	\$65.00 flat fee
Construction barricade if provided by Landlord	\$75.00 per linear foot
Sprinkler, Domestic, or Electrical shut down fee	\$250.00 per occurrence
Double Doors for Barricade	\$500
Single Door for Barricade	\$250
Demising Channels	\$150 per 12 foot unit

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**D. Construction Fees/Deposits**

**D.1 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

## D.2 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

## D.3 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).

## D.4 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 a **flat rate of \$400**.

## D.5 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

## D.6 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**.

**CONSTRUCTION DAMAGE DEPOSIT**

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- A. The Tenant’s Contractor shall deliver to Mall Management a Cashier’s or Business Check or Money Order in the amount set forth in the Construction Damage Deposit Schedule below. The deposit will be refunded within 45 days **after** Landlord has fully certified that no expense claims are outstanding and that the Contractor has completed the construction of the Leased Premises in accordance with the Lease and all criteria, standards, and approvals issued by Landlord. This is not a “chargeback” to the tenant – it is a construction damage deposit for work performed by the general contractor (GC). **No exceptions** will be made regarding this policy.

**Construction Damage Deposit Schedule**

	Amount of Deposit
Construction Damage Deposit	\$5,000

- B. Deductions from the Construction Damage Deposit may be made for any reasonable Landlord expense made on the Tenant’s request or behalf or for violations of the Contractors Guidelines including, but not limited to, the reasons noted below:

Expenses or penalties for failure to follow the Contractors Guidelines

- Dumpers left on site or over flowing \$500.00 per day
- Unattended vehicles in loading areas - \$125.00 per incident
- Debris, materials, or equipment left in Common Areas or corridors \$400.00 per day
- Excessive noise complaints - one (1) warning \$50.00 per incident
- Mall Management handling of debris or material \$400.00 per labor hour
- Clean-up of Mall common areas due to Contractor actions \$400.00 per labor hour
- Repair of Mall construction and/or finishes due to Contractor actions Cost plus 25% administrative fee
- Barricade damage \$100.00 per day
- Insufficient barricade dust protection \$400.00 per day
- Failure to protect Mall flooring (in addition to damage repair) \$100.00 per day
- Unauthorized deliveries through the Mall Common Area \$100.00 per incident
- Unauthorized barricade removal \$500.00
- Other actions as determined by Mall Management as deemed appropriate

***All disputed issues that arise during construction must be resolved in writing within three (3) days of notification.***

Deductions for materials & services provided by the Landlord; as applicable (not previously paid for)

- Mall tile
- Dumpster pad rental
- Additional walk off mats
- Barricade materials

- Barricade graphics
- Sprinkler shutdowns
- Temporary utilities
- Other materials or services, as applicable

## INSURANCE REQUIREMENTS FOR TENANT CONSTRUCTION PROJECTS

Your insurance broker should provide your insurance certificate and should be aware of the following requirements:

Insurance Certificates are required from the following:

1. Contractors hired or working for the center.
2. Contractors constructing tenant spaces.
3. Temporary tenants
4. Persons/organizations using the mall for display or promotional uses.

### **Coverage's**

Each insurance certificate must have a General Liability with coverage of \$2,000,000 or more.

Contractors (as noted in items 1 & 2) must provide insurance for Automobile Coverage of \$1,000,000 Combined Single Limit and **Workers Compensation and Employer Liability Coverage** in the statutory limits (which in New Jersey are \$100,000/\$5000,000/\$100,000).

**Crane Operators = \$5 million per occurrence/\$5 million aggregate**

**Roofer = \$5 million per occurrence/\$5 million aggregate**

### **Additional Insured**

All certificate of insurance must list the following as additional insured:

QUAKER ASSOCIATES, LLC, a Delaware limited liability company, its Managing Agent, and their respective officers, directors, shareholders, members, partners, parents, subsidiaries, related and affiliated entities, agents, servants, and employees.

The names must appear exactly as shown above-no abbreviations. The certificate may state the "certificate holder" is named as additional insured". Simply listing the names as "certificate holder" is not acceptable.

### **Certificate Holder**

Quaker Associates  
c/o Mall Management Office  
3320 US HIGHWAY 1 UNIT 150  
Lawrence Township, NJ 08648

### **Cancellation Notification**

The cancellation notification time period, generally noted on the bottom of the certificate, must be 30 days

### **Other Information**

Please insure that all boxes, especially under the liability and automobile sections are completed. A policy Number is required (no "binders" or "pending" is permitted). You may fax the certificate or mail it.

CONTRACTOR ACKNOWLEDGMENT LETTER

I, \_\_\_\_\_, the Tenant general contractor's designated representative acknowledge that I have received, read, understand and will abide by the following documents governing all phases of construction at and pertaining specifically to \_\_\_\_\_ in space number \_\_\_\_\_ at *Quaker Bridge Mall*.

1. The Quaker Bridge Mall Store Design and Construction Criteria.
2. The Contractors Guidelines for *Quaker Bridge Mall*.
3. A complete set of Landlord approved plans which may contain notes and requirements above and beyond those provided by the Tenant and/or their architect
4. A copy of the Landlord approved sign shop drawing which may contain notes and requirements above and beyond those provided by the Tenant and/or their sign contractor

I understand that if the Tenant or any person under their employ or direction furnishes and/or installs any work and/or materials which do not comply with the above-noted documents, the Landlord, at their sole discretion, may require that said work and/or materials be removed and replaced with work and/or materials in accordance with the Landlord approved plans and documents.

I acknowledge that I have provided the Mall Management with all documentation and applicable deposits required by the Lease and the Mall Tenant Coordinator.

I acknowledge that, as an agent of the Tenant, I must comply with the terms of the Lease, as applicable.

Signed

Dated

\_\_\_\_\_  
*(the Tenant general contractor's designated representative)*

\_\_\_\_\_

\_\_\_\_\_  
*(General contractor)*

\_\_\_\_\_  
*(Address)*

\_\_\_\_\_  
*(Address)*

*precont*

**GENERAL CONTRACTOR INFORMATION SHEET  
QUAKER BRIDGE MALL  
Lawrence Township, NJ**

---

Store Name (Project Name)

---

Name of Project Manager

---

Company Name

---

Company Mailing Address

City

State

Zip

---

Area Code/Telephone #

Cell Phone #

Email Address

---

Name of Site Superintendent

---

Local/Temporary Address (During Project)

---

Local/Emergency Telephone #

---

Temporary/Store Phone #

**SUB CONTRACTOR LIST  
QUAKER BRIDGE MALL  
Lawrenceville, NJ**

Store Name	Date	
Pre-Construction Meeting Date	Construction Start Date	Building Permit Receipt Date
General Contractor/Job Superintendent Name		
Electrical	License #	Phone #
Plumbing	License #	Phone #
Drywall	License #	Phone #
Painting	License #	Phone #
Glass	License #	Phone #
Sprinkler	License #	Phone #
Demolition	License #	Phone #
Other _____	License #	Phone #

**LIST OF CONVENIENCE  
QUAKER BRIDGE MALL**

**SPRINKLER (Required) 1 of these four**

S.A. Comunale Co., Inc.  
2900 Newpark Drive  
Barberton, Ohio 44203  
330-706-3050  
Sean Coustillac  
[Sean.coustillac@comunale.com](mailto:Sean.coustillac@comunale.com)

Oliver Sprinkler  
501 Feheley Drive  
King of Prussia, PA 19406  
Jim Burge  
1.610.277.1331  
<http://www.oliverfps.com>

SimplexGrinnell  
50 Technology Drive  
Westminster, MA 01441  
317-710-5137

Monmouth Controls & Instrument Co  
PO Box 452  
24 Bowlby Street  
Hampton, NJ 08827  
908-537-1030  
James McEntee  
[jmcentee@mcico.net](mailto:jmcentee@mcico.net)

**Meter Installation (required)**

David Emery, SET, CEM  
Powertronic, Inc.  
732-643-1500 x11  
908-309-7979 (mobile)  
[www.powertronic.com](http://www.powertronic.com)  
"David B. Emery" [david@powertronic.com](mailto:david@powertronic.com)

**Fire Alarm Installation (required)**

Systems Sales Corp  
1345 Campus Parkway  
Wall Township, NJ 07753-6815  
732-751-0600  
Denis Masa

**ROOFING (required)**

Jurin Roofing Services  
560 Seminary Street  
Pennsburg, PA 18073  
215-536-1886  
[www.jurinroofing.com](http://www.jurinroofing.com)  
Jason Dickey

**Demolition**

ABMS  
460 Mitchell Place  
Perth Amboy, NJ 08861  
616 73<sup>rd</sup> Street  
Brooklyn, NY 11209  
732-324-6223  
Christopher Paulsen  
[abmsinc@aol.com](mailto:abmsinc@aol.com)

**TRASH REMOVAL (required)**

*Waste Management*  
**Builders Desk 866-816-9205 for service.**  
*Tim Varga*  
**Construction Account Manager (Central NJ)**  
**Cell (201) 697-8123**  
**Fax (877) 355-7260**  
**[Tvarga@wm.com](mailto:Tvarga@wm.com)**

**DRYWALL, CEILING, METAL FRAMING**

Craftsource, Inc.  
P.O. Box 276  
Chalfont, PA 18914  
215-997-6380 (ph)  
215-997-0693 (fax)  
Contact: Tom Dwyer

North Bay Builders  
259 Drum Pt Rd Unit 9  
Brick, NJ 08723  
732-477-3886  
Contact: Bill Volk

**GENERAL CONTRACTOR SERVICES**

Craftsource, Inc.  
P.O. Box 276  
Chalfont, PA 18914  
215-997-6380 (ph)  
215-997-0693 (fax)  
Contact: Tom Dwyer

Action Services  
POB # 207  
Rahway, NJ 07065  
908-241-9090 (ph)  
908-241-9093 (fax)  
Contact: Louis Palmucci

**Electrical Services**

Mirarchi Brothers, Inc.  
921 B North Bethlehem Pike, Suite 200  
Ambler, PA 19002  
Phone: 215-957-2600 Ext. 2  
Fax: 215-957-2601  
Cell: 609-709-2547  
Attn: Ralph Mirarchi  
[info@mirarchibrothers.com](mailto:info@mirarchibrothers.com)

*AJ Maglio*  
1 Milltown CT.  
Union, NJ 07083  
Chris Appicie  
Office: 908-241-8980  
Cell: 732 489-1819

**RECOMMENDED CONTRACTOR LIST  
QUAKER BRIDGE MALL**

Long Valley, NJ

**PLUMBING**

LS Mechanical Corp  
51 Lafayette Street  
Carteret, NJ 07008  
[lsmechanicalcorp@verizon.net](mailto:lsmechanicalcorp@verizon.net)  
(732) 802-9727

Stein Plumbing Inc  
199 Scotland Road  
Orange, NJ 07050  
973-672-0900  
Manny Stein  
msteininc@aol.com

**HVAC -**

LS Mechanical Corp  
51 Lafayette Street  
Carteret, NJ 07008  
[lsmechanicalcorp@verizon.net](mailto:lsmechanicalcorp@verizon.net)  
(732) 802-9727

PJM Mechanical Contractors  
1688 5th Street  
Trenton, NJ 08638  
Phone: 609.921.1394  
Fax: 609.530.1437

**Air Balancing**

Technical Airflow, Inc.  
75 Route 23 South  
PO Box 25  
Hamburg, NJ 07419  
TEL: 973-827-2803

(If another Balancer is utilized, they must be NEBB  
or AABC certified.)

**Final Cleaning**

ESC Building Services  
770 East Market Street, Suite 190  
West Chester, PA 19382  
Phone 800-610-2210  
Fax 610-692-9884  
Attn: Mitch Saifer

**Fireproofing**

United Fireproofing, Inc.  
Phone 908-876-5454  
Attn: Bill Sanders

**Glazing/Storefront**

Academy Glass Inc.  
232 Wescott Drive  
Rahway, NJ 07065  
PH: 732/381-7272  
FAX: 732/381-7279

**Equipment Rental**

Sunbelt  
3090 Route 73 North  
Maple Shade, NJ 08052  
Josh Hook  
856-779-1400

**Sawcutting and Concrete Coring:**

American Coring & Services Inc.  
1241 Route 37 W  
Toms River NJ 08755  
Phone: 732-255-8787  
Contact: Joe Tardibuono

**Painting**

3 R Painting & Contracting Co, Inc.  
122 Drummond Ave  
Neptune, NJ 07753  
Phone: 732-775-4369  
Fax: 732-775-3978  
Ralph Fusco  
[R3Painting@aol.com](mailto:R3Painting@aol.com)

**Flooring**

Surface Solutions LLC,  
16 Redwood ave  
Bordentown, NJ 08505  
David D'Andrea Jr  
Office: 609-890-7110  
Fax: 609-890-7119  
Cell: 609-577-3319  
Floor prep, shot blasting, concrete repair, concrete  
grinding, floor leveling, epoxy flooring

