



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.
Amended 7-29-15 by Operations Director

CONTRACTOR TO COMPLETE PRIOR TO PRE-CONSTRUCTION MEETING

Store Name: _____ Space No: _____

Project Manager: _____ Supervisor: _____

General Contractor: _____

Address: _____

Office No.: _____ Office Fax: _____

Field No.: _____ Field Fax: _____

Project Mgr Cell: _____ Supervisor Cell No. _____

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 **Carlsbad 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.

1. TRASH REMOVAL

Contractor agrees to order an "Open Top" trash container from **Waste Management North County** 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 8:00 am daily.

Contractor will monitor "open top" container insuring that doors are kept closed and area around container is kept free of debris at all times. The Center will not be held responsible for unauthorized dumping into the contractor's open top container. In addition, no debris can be allowed to flow into the storm drain system.

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 at this center is very limited so it is imperative all non-essential construction personnel vehicles are parked off-site during mall hours. Equipment such as boom lifts must be removed from mall parking spaces during mall hours. The Operations Director will provide a site map prior to construction on the placement of dumpsters, pods, equipment, and vehicles during the project. If any parking issues arise during the project, the site supervisor must contact the Operations Director for assistance. Parking during holiday or other peak periods will be extremely limited and may require all construction personnel to park off-site. Please check with Director of Operations for details based on your construction schedule.

3. DELIVERIES

Contractor must advise Management and Security of all deliveries 24 hours in advance. It is recommended the site supervisor contact the Operations Director a few days in advance to work out a delivery schedule.

Deliveries will never occur at entrances. Scheduled deliveries (excluding couriers like UPS or Fed Ex) being completed in parking lots, behind stores, or in pedestrian areas MUST be completed during off hours. Scheduled deliveries during mall open hours MUST be completed in one of the two service yards. Take note that the service yards are very busy and deliveries can get held up from time to time.

Contractor is responsible for assuring that area is left in a clean safe condition after deliveries are completed. The on-site janitorial staff does not clean up debris left by contractors.

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 will give Management 24 hours advance notice if possible for roof access, which will be provided by on-site security.

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 **Carlsbad 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. "

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

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

There is a charge of \$250.00 for each sprinkler drain down for spaces that do not have an isolation valve(s).

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 will use Required Sub-Contractor for barricade installation.

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. 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 PRIOR to pre-construction meeting.

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.

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 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 the space or within 25' of any entry doors.

Any damage to corridors, doors, store fronts, or common area must be repaired within 24 hours.

The Center does not loan tools to Contractors.

All Hotwork performed in any tenant space requires must confirm to OSHA regulations, specifically the requirement for follow up inspection at least 30 minutes after the work was completed. All Hotwork MUST be performed and inspected during off-hours.

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 during mall hours.

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.

8. CODE OF CONDUCT

It is expected that all personnel including sub-contractors are made aware of the rules and regulations of the center. There is no excuse or tolerance for gross violations and offenders will be permanently removed from the property.

Any type of sexually explicit or vulgar behavior is absolutely not allowed while on the property.

There are no shower facilities in the center and public restrooms are not to be used as such.

Construction personnel are expected to dress in attire commensurate with the type of work being done. Clothing with offensive images or verbiage is not allowed to be worn while working on site.

9. FINES

The following infractions will draw an immediate fine:

Failure to use required vendor	<u>\$100</u>	+cost to repair
Smoking inside space	<u>\$100</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>\$1,000</u>	+cost to pull
Working in the electric room without notification	<u>\$100</u>	
Materials equipment left in loading dock	<u>\$100</u>	+cost to discard
Debris left in loading dock	<u>\$100</u>	+cleanup cost
Use of public restrooms	<u>\$100</u>	+cleaning cost
Barricade/ back door left open	<u>\$100</u>	
Continual parking violations	<u>\$100</u>	
Unclean common area	<u>\$100</u>	
Failure to check with Security	<u>\$100</u>	
Debris around "open top" container	<u>\$100</u>	+cleanup cost
Debris left on roof	<u>\$100</u>	+cleanup cost
Code of Conduct Violations	<u>\$100 to</u> <u>\$1000</u>	

10. FEES

1. Construction Deposit: **\$5,000.00** minimum due prior to any construction. Refundable 30 days after completion minus any damages or other costs to the center.
2. Roll-Off Dumpster Placement Fee: **\$1,000.00** per tenant project (This does not include the cost of the actual dumpster which is handled through Waste Management North County). The location and delivery of the dumpster **MUST** be pre-arranged with the Operations Director.
3. POD Placement: **\$250.00 per week** for a standard size storage pod utilizing one parking space. The location and delivery of the pod **MUST** be pre-arranged with the Operations Director. Larger storage pods require prior approval from the Operations Director and the costs will be dependent on the size and location.
4. Fire System Drain Down: **\$250.00 per occurrence** (only applies to spaces without isolation valves)

11. SECURITY PROCEDURES

[24-Hour Security Cell: \(760\)500-3819](tel:7605003819)

12. USE OF RESTROOM FACILITIES

The restroom facilities may be used as needed by construction personnel during non-operating hours. However, there is absolutely no use of any showers allowed at any time.

CENTER CONTACT INFORMATION

Sean M. Sims, Operations Director

sean.sims@simon.com (Preferred)

Office: 760-804-9045

Cell/Text: 760-583-5127

Terri Mannes, General Manager

tmannes@simon.com

Office: 760-804-9045

Janissa Reyes, Director of Marketing and Business Development

Janissa.Reyes@simon.com

Office: 760-804-9045

Jon Mabeus, Security Director

jmabeus@ussecurityassociates.com

Office: 760-500-3819

ADDITIONAL PRE-QUALIFIED CONTRACTORS

Sprinkler Contractors:

Company Name:	Simplex Grinnell
Contact Person:	Karen Patrick
Phone:	317-710-5137 or 978-731-2500
Address:	50 Technology Drive Westminster, MA 01441

Company Name:	Consolidated Fire Protection, Inc. (CFP Fire)
Contact Person:	Mike Perry
Phone and Fax:	(949) 727-3277
Address:	
E- mail:	mperry@cfpfire.com

Roofing

Company Name:	Eric Johnson Roofing
Contact Person:	Eric Johnson
Phone and Fax:	760-802-9832/760-744-1466
Address:	San Marcos, CA

Roll Offs/Open Tops

Company Name:	Waste Management North County
Contact Person:	
Phone and Fax:	(855)690-7785
Address:	

Concrete

Company Name:	IPS
Contact Person:	Jim Deering
Phone and Fax:	800-826-4163/909-794-7098
Address:	

Electrical

Company Name:	Service Rite Electric
Contact Person:	Paul Walters
Phone and Fax:	619-520-7023

Door

Company Name: Wolfe Doors
Contact Person: Stan Wolfe
Phone and Fax: 760-891-0836
Address:
Company Name: Door Service & Repair, Inc
Contact Person:
Phone and Fax: (760)598-4195
Address: 2244 S Santa Fe Ave Suite A1
Vista, CA 92084

HVAC

Company Name: R.E.E. Mechanical
Contact Person: Jonathon or Merissa
Phone and Fax: 800-742-0910
Address: Jon@reehvac.net , Merissa@reehvac.net

Plumbing Contractor

Company Name: Bill Howe Plumbing
Contact Person: Brian Rice
Phone and Fax: p.619-286-6348, f.619-276-5022, 800-BILL-HOWE (245-5469)
Address: kayla@mailbillhowe.com

Painting Contractor

Company Name: Sal Concha Painting
Contact Person: Sal
Phone and Fax: 858-437-2453
Address: Michael@mc-painting.com

Contractor Information

All Tenant General Contractors are required to complete the following information for each Tenant space.

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