



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

This Addendum is to be submitted to the Tenant Construction Coordinator **before** commencing construction; a copy should be kept in tenant's file.

## **1. UNION ISSUES**

In an effort to establish acceptable and unified construction quality and productivity standards, the Landlord strongly recommends that all union trades, traditionally and customarily, performing construction crafts be engaged to promote project wide continuity.

This shall not serve as a limitation to a Tenant's right to employ the most qualified low bidder for a construction/trade contract. However, Tenant shall take all necessary action to avoid labor disputes and difficulties on the project and shall do all things to avoid work stoppage or delay on account thereof, regardless of whether the impact is to the Tenant, Landlord or other Tenants. In an event of work stoppage, Tenant will cooperate with Landlord to remove the source of the work stoppage at Landlord's sole discretion so that the project shall be completed on schedule in a cost efficient manner as initially contemplated.

Contractor shall inform Folsom Premium Outlets whenever non-union Carpenters or other non-union trades will be used, so that the Center may prepare for any imminent picketing that may occur at the space. Should any union contact Contractor with an intent to demonstrate or picket the construction, they should be informed that they need to obtain an application for such activity from the Management office.

## **2. TRASH REMOVAL**

Any debris relating to the construction of a space must be placed in a contractor ordered dumpster. Contractor is to specifically request a container that is 'graffiti free' The location of the space will determine the hours that dumpsters may be transported and where they can be dropped. This will be discussed at the pre construction meeting.

Contractor will monitor "open top" container insuring that doors are kept closed and area around container is kept free of debris at all times. The Center will not be held responsible for unauthorized dumping into the contractor's open top container.

Contractor should never let the open top exceed 75% capacity. Contractor should have material needed (tarp, rope) to secure contents of the open top in case of inclement weather.

## **3. PARKING**

No parking is allowed near any buildings at any time. Immediate loading and unloading only is acceptable during mall hours, regardless of the project schedule.

Daily parking is located adjacent to street and will be monitored continuously 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.

An employee parking map will be supplied during pre construction meeting. Management reserves the right to eject any sub contractor for excessive violations or aggressive behavior.

No overnight parking will be allowed on site for construction purposes or deliveries.

## **4. DELIVERIES**

Deliveries should be limited to back door only. Should a delivery require front door delivery due to size, it must be completed by 9:30am. Contractor is responsible for assuring that area is left in a clean safe condition after deliveries are completed.

Depending upon location of space, deliveries may be required to be completed in it's entirety before 9:30am or after mall hours for safety reasons.

At no times a vehicles (truck, fork lift, boom etc.) be driven through the common area without the express permission of Management.

Regardless of the size of the delivery, Management Office will not sign for or accept any deliveries on behalf of tenant or contractor.

## **5. ROOF ACCESS**

Contractor acknowledges that Madsen Roofing is the REQUIRED contractor and the only contractor allowed to perform any modifications and repairs. The phone number 916-361-3327 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 proceed to Management Office to sign out appropriate key. Inspection will take place before I.D. will be returned on a daily basis.

Crane scheduling must be coordinated through the management office due to the size of the service/delivery areas. The contractor is responsible for identifying all roof top equipment with the store name and address.

Contractor is required to obtain all materials and installation from required roofing contractor..

## **6. FIRE LIFE SAFETY:**

"Tenant's contractor will reimburse Folsom 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. "

Due to electric Fire Pump on site, a 48 hour notice is required before sprinkler drain downs can occur, as system needs to be shut down and scheduled appropriately.

Check for \$75.00 per event must be received in 24 hours in advance to confirm shut down of system.

In the event of a sprinkler head rupture caused by construction the contractor will be charged the drain down fee (\$75.00) plus damages and cleanup cost. **Additional fines may apply.**

Folsom Fire Department requires that an extra key to front door be given to them prior to store opening for them to place in the knox box nearest the tenant space. Please call 916-984-2280 to arrange for their retrieval.

It is also required that a braille sign be placed outside of the space as well as white vinyl numbers over or on front doors. Please ask Director of Operations for details.

## **7. BARRICADES**

Construction barricade will not have a door accessibility. Must follow barricade construction requirements and painted before installation. It must also have dust barriers and floor protection and approved graphics package. Marketing must approve all graphics on barricades.

Contractor will be responsible for keeping the common area outside of the space in pristine condition. The contractor must also place a 4' x 4' damp carpet at the back door exit. 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.

Contractors are not allowed to advertise on barricade.

Contractor is responsible to maintain barricade. Any damage to barricade must be repaired within 24 hours.

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.

## **8. TENANT SPACE**

Contractor should work in a manner as not to impede the business at the property. Heavy demo and other noise producing work, may only take place during the center's non-operating hours.

Contractor's superintendent must be on site while all work is being done in tenant space. Subcontractors cannot be left unsupervised, during demo or sprinkler work.

The Contractor will keep a copy of stamped and approved plans on site at all times.

Due to specific soil conditions at Folsom Premium Outlets, slab cutting is ONLY allowed for the required restroom facilities. No slab cutting is allowed for cash wraps. Electrical conduit needs to be installed in approve poles.

No smoking or alcoholic beverages will be allowed in space.

Due to ADA regulations, a door stop affixed to the tenant's front door is not allowed.

At no time will items be allowed outside of space for storage or construction work.

No foot traffic is allowed through the Front doors as they must remain closed at all times during mall hours. Should abuse of this occur, you will be forced to rent portable restrooms and lock the front doors.

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

All storefront signs, including electrical and blade sign installation, must be completed prior to 9:30am.

All fascia/stucco repairs for signage or doors/windows, must be completed by one of the two qualified vendors.

The Center does not loan tools to Contractors.

Gas and diesel operated equipment are prohibited from use in tenant spaces. Propane equipment must be reviewed and approved by center management prior to use.

Management will conduct at least one daily walk through of the construction site,

Management will be notified and present for all inspections.

Before space turnover to Tenant, Contractor will change out all A/C filters and “Run” all waste lines from the space to the main line to insure lines are clear and unobstructed.

## 9. FINES

The following infractions will draw an immediate fine:

Failure to use required vendor	\$ 100	+cost to repair
Smoking or Consuming Alcoholic Beverages inside space	\$ 100	+ejection from work site
Pouring concrete/grout/paint down drain	\$ 375	+cost to “jet” all drain lines in space
Putting trash in Center Dumpster	\$ 250	+cost to pull
Continual leaving front doors open during center hours	\$ 100	Per incident after 3 <sup>rd</sup> violation
Materials/equipment left delivery/service areas	\$ 200	+cost to discard
Debris left in delivery/service areas	\$ 200	+cleanup cost
Inappropriate use of public restrooms	\$ 200	+cleaning cost
Barricade or back door left open	\$ 100	
Continual parking violations	\$ 100	Per incident after 3 <sup>rd</sup> violation
Unclean common area	\$ 100	Per incident after 3 <sup>rd</sup> violation
Failure to check with Management Office	\$ 100	
Debris around Dumpster	\$ 200	+cleanup cost
Debris left on roof	\$ 200	+cleanup cost

## 10. FEES

- Coordination fee \$250.
- Parking services \$250 per month.
- One time Dumpster Placement \$1,000.00 per tenant build out.
- After-hours access \$100 per event NTE \$400.
- Temporary water \$0.10 per sq. ft. per month NTE \$250.
- Barricade fee \$100 flat + \$2.00 per ln.ft.
- Crane fee \$500 per event.
- POD Placement \$ 250 Per week (when applicable). Fee will not be prorated.
- Fire System Drain Down \$ 75 Per Occurrence and MUST be paid in advance.
- Security deposit \$5000. This money is refundable after sign off the project by mall management. Any fines will be deducted from the deposit amount.

## **11. SECURITY PROCEDURES**

On site supervisor must sign in to the Management Office at the beginning of the job and each Monday following, until the end of the project. At that time Contractor badges will be given for each number of workers for the week. Badges must be visible at all times, as security will monitor daily.

Roof access, phone panel access and Electrical Panels must be obtained daily from the Management Office. Key will be given to the site supervisor only. Failure to surrender the key at the end of the day, before the office closes, will result in after hour re-keying of the locks and an additional fee of \$600 for the service charge.

Access to public restrooms after hours must be coordinated with Security. Security will open restroom and upon leaving restroom, Security will immediately lock restroom down. Security phone 916-296-7036

## **CENTER CONTACT INFORMATION**

Chris Holman, Area General Manager 916-985-0313 / cholman@simon.com  
Center Security 916-296-7036  
Ralph Speare, Operations Director 916-985-0313 / ralph.speare@simon.com

## **ADDITIONAL PRE-QUALIFIED CONTRACTORS**

### **Sprinkler Contractors:**

Company Name:	<b>Johnson Controls – Required for Fire Alarm System</b>
Contact Person:	<b>Rob Liebe</b>
Phone:	<b>916-848-9718</b>
Email:	Robert.liebe@jci.com
Address:	4650 Beloit Ave., Sacramento, CA 95838

Company Name:	<b>Progressive Fire &amp; Sprinkler Service Inc.</b>
Contact Person:	<b>Ed Fuentes</b>
Phone:	916-246-0043
Email:	edfuentes@profireandsprinkler.com
Address:	1024 Iron Point Road, Folsom, CA 95630

Company Name:	<b>Western States Fire Protection</b>
Contact Person:	<b>Steve Brott</b>
Phone:	906-924-1631
Email:	Steve.Brott@wsfp.us
Address:	188 Cirby Way, Roseville, CA 95678

**Contractor Painting/Stucco**

Company Name: New Visions Plastering
Contact Person: Steve Turner
Phone and Fax: ph 916-225-1339 fax 916-333-4399
Address: 1750 Prairie City Rd #130 PMB123 Folsom, Ca 95630

**Contractor Exterior Painting/Stucco**

Company Name: Nor Cal Development
Contact Person: Curt Slater
Phone and Fax: ph 916-457-6100 fax 916-425-1700
Address: 5929 Elvas Ave Sacramento, Ca 95819

**Contractor Roofing – Specific Roofs Under Warranty**

Company Name: Madsen Roofing
Contact Person: Michael Woodbury
Phone and Fax: ph 916-361-3327 fax 916-361-3370
Address: 5960 Bradshaw Rd Sacramento, Ca 95829

**Contractor Roofing – Specific Roofs Under Warranty**

Company Name: GoGreen Roofing
Contact Person: Daniel Estrada
Phone and Fax: ph 408-343-8495 or destrada@gogreenroofco.com
Address: 3315 Woodward Ave, Santa Clara, CA 95054

**Contractor**

Company Name:
Contact Person:
Phone and Fax:
Address:

**Contractor**

Company Name:
Contact Person:
Phone and Fax:
Address:

**Contractor**

Company Name:
Contact Person:
Phone and Fax:
Address:

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**Contractor**

Company Name:
Contact Person:
Phone and Fax:
Address:



## 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. _____
Project Mgr. Email address _____	

### 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:

<b>CONSTRUCTION START DATE:</b> _____
<b>FIXTURING DATE:</b> _____
<b>COMPLETION DATE:</b> _____
<b>MERCHANDISING DATE:</b> _____

# 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

\_\_\_\_\_  
Folsom Premium Outlets

\_\_\_\_\_  
Center Representative (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Center Representative Signature

\_\_\_\_\_  
Date