



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 **Clinton Crossing 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

Contractor agrees to order an "Open Top" trash container, (Center Required Trash Hauler must be used) 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.

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

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.

4. 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 10:00 am or one half hour prior to mall opening, whichever comes earlier.

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.

5. ROOF ACCESS

Contractor acknowledges that **Radco Enterprises** is the REQUIRED contractor and the only contractor allowed to perform any modifications and repairs. The phone number for **Radco Enterprises** 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.

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

"Tenant's contractor will reimburse Clinton Crossing 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.**

7. Barricade Graphics / Construction Graphics on Glass

Barricades

Barricades must be erected if there is any construction that goes beyond or on the front wall of Tenant space. These barricades must be painted with 3 coats of white paint. Tenant contractor must maintain a safe environment for customers and employees during construction period. All work areas must be inaccessible or blocked off from customer/employee flow. Placement and design must be approved in writing by Landlord PRIOR to installation of barricade.

Signage/graphics permitted on barricade: Typical graphics installed on barricades consist of 2' high x 4' wide pvc (2mm thick) panels with lettering, which may include Tenant name, logo, opening soon and/or opening date. Number of signage panels allowed depends on length of barricade. Bottom of sign panels to be installed at 3' AFF. Alternate vinyl type graphics like the example below may also be proposed to Tenant Manager for review and approval.

Construction Graphics

During construction, a tenant must take advantage of their glass storefront to announce their opening, present their brand image, and block all in-suite construction from shoppers. We do not allow "glass masking" of just one color. The program must be approved by Landlord and applied inside your storefront. If no graphics are applied, all windows must be "blacked out".

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

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 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.

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 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	<u>\$100</u>	+cost to repair
Smoking inside space	<u>\$100</u>	+ejection from work site
Pouring concrete/grout/paint down drain	<u>\$200</u>	+cost to “jet” all drain lines in space
Putting trash in Center Dumpster	<u>\$250</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

10. SECURITY PROCEDURES

*If during non-mall hours_GC must notify Security upon arrival. Security Cell Phone is **860-227-7903**.*

11. CONSTRUCTION FEES/DEPOSITS

TENANT’s CONTRACTOR is required to pay a non-refundable fee associated with the following:

- POD Placement—**\$ 250 per week** (when applicable). Fee will not be prorated.
- One time Dumpster Placement fee of **\$1,000.00 per unit per tenant build out**.
- Fire System Drain Down—**\$ 250 per occurrence** (only applies to spaces without isolation valves)
- Parking Services—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).
- After-Hours Access—after hours access services during after hours construction. This fee is **\$100/single access not to exceed \$400 for the job**.
- Crane fee of **\$ 250.00 per day**.

Construction fees check should be made payable to SPGGC.

Security Deposit check for the amount of \$5,000.00 should be made payable to Clinton Crossing Premium Outlets.

CENTER CONTACT INFORMATION

General Manager – Nathan Ramos | 860-669-3066 Ext.5042
nathan.ramos@simon.com

Director of Operations – Timothy MacDuff | 860-669-3066 Ext. 5043
timothy.macduff@simon.com

Center Security – 860-227.7903

ADDITIONAL PRE-QUALIFIED CONTRACTORS

Sprinkler Contractors/Fire Alarm (Required)

Company Name:	Simplex Grinnell
Contact Person:	Debbie Altieri
Phone:	860-602-3160
Address:	2 Trap Falls Rd. Suite 106 Shelton, Ct 06484

Republic (Required)

Company Name:	Republic
Contact Person:	Mary Mauzy
Phone and Fax:	612-402-4311
Address:	

Roofing Contractor (Required)

Company Name:	Radco Enterprises Inc.
Contact Person:	Ray Provencal
Phone and Fax:	508-987-9898 508-987-6994
Address:	153 Adams Road East Brookfield, MA 01515

Electrical Contractor

Company Name:	Northeastern Communications & Electrical LLC.
Contact Person:	Frank Dimasi
Phone and Fax:	203-671-2504
Address:	Middletown, CT 06457

HVAC Contractor

Company Name: Alpine Mechanical Services, LLC.
Contact Person:
Phone and Fax: 877-489-0500 267-864-5000
Address: 1105 Bethlehem Pike, Suite B1
Sellersville, PA 18960

Plumbing Contractor

Company Name: Mr. Rooter Plumbing
Contact Person: Customer Service
Phone and Fax: 800-705-2998
Address: New Branford, CT 06471

Locksmith

Company Name: Atlas Locksmiths
Contact Person: Rick Migliore
Phone and Fax: 860-646-5262
Address:

Doors and Glass

Company Name: Clinton Glass
Contact Person: Mike Spotts
Phone and Fax: 860-664-3711 860-669-1050
Address: 221 East Main St.
Clinton, CT 06413

Painter

Company Name: M. Brett Painting Company Inc.
Contact Person: Greg Paraiso
Phone and Fax: 860-434-3330 x208

Signs

Company Name: Connecticut Sign Service, LLC
Contact Person:
Phone: 860-767-7446 Fax: 860-767-7446
Address: 23 Saybrook Road, Suite #6
Essex, CT 06426

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 & 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