



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 **Osage Beach Outlet Marketplace** 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 (Also see section 10.5 FEES)

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 9:00 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 (Also see section 10.3 FEES)

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 9:00 am.

Deliveries will never occur at entrances.

Contractor is responsible for assuring that area is left in a clean safe condition after deliveries are completed.

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

5. ROOF ACCESS (Also see section 10.4 FEES)

Contractor acknowledges that *WeatherCraft, Inc.* is the REQUIRED contractor and the only contractor allowed to perform any modifications and repairs. The phone number for WeatherCraft 573-635-0141 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 Osage Beach Outlet Marketplace 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."

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

There is a charge of \$75.00 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 (\$75.00) plus damages and cleanup cost. **Additional fines may apply.**

7. BARRICADES (applies only if required by landlord)

Contractor will use Required 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. The contractor must also place a 4' x 4' damp carpet at the entrance way (delete?). This carpet remnant must be cleaned or changed out daily. Contractor will be held responsible for ensuring that no dust or debris is permitted in the corridors and common area.

If a barricade door is needed a 6 foot wide double door which will open inward is required. The Contractor will keep doors clean, in working condition, and must be able to lock at all times.

Marketing must approve all graphics on barricades.

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 close at all times.

Contractor shall supply Management and Security each with a set of keys to the tenant space for emergency access.

Construction barricade will not be removed until all construction is completed, store front signage is operational, store is merchandised, and store has been inspected and approved by Management.

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>\$500.00</u>	+cost to repair
Smoking inside space	<u>\$200.00</u>	+ejection from work site
Pouring concrete/grout/paint down drain	<u>\$500.00</u>	+cost to "jet" all drain lines in space
Putting trash in Center Dumpster	<u>\$250.00</u>	+cost to pull
Materials equipment left in loading dock	<u>\$ 200.00</u>	+cost to discard
Debris left in loading dock	<u>\$ 200.00</u>	+cleanup cost
Use of public restrooms	<u>\$200.00</u>	+cleaning cost
Barricade/ back door left open	<u>\$200.00</u>	
Continual parking violations	<u>\$100.00</u>	
Unclean common area	<u>\$300.00</u>	
Failure to check with center Management	<u>\$200.00</u>	
Debris around "open top" container	<u>\$200.00</u>	+cleanup cost
Debris left on roof	<u>\$300.00</u>	+cleanup cost

10. CONSTRUCTION FEES

10.2 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	\$0.10/Square Foot of tenant space NTE \$250 per construction job

10.3 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). The CONTRACTOR shall be responsible to ensure that all construction employees working in the premises use the designated parking areas. There will be no construction trailers allowed on the property. Parking will not be permitted in any of the driveways, fire lanes, and truck docks except for temporary loading and unloading, as approved by the LANDLORD. **See other site specific rules and regulations.**

10.4 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 \$100/single access not to exceed \$400 for the job. **Charge would only apply if the work required continuous access to common areas (ie: exterior storefront, food court tenants, roof top access, sign install/removal, etc.). If work is limited to interior of tenant's space then no charge would apply.**

10.5 Storage/Waste Handling Containers

TENANTS CONTRACTOR shall pay a storage container/POD placement fee of \$250 per week (when applicable). Fee will not be prorated. A one-time dumpster placement fee of \$1,000.00 per tenant build out.

11. SECURITY PROCEDURES

The General Contractor and all sub-contractors employed by the General Contractor are to adhere the Center' Code of Conduct at all times.

Security must be made aware of all work occurring prior to and after Center hours.

Contractors must comply with all laws and local ordinances.

All Contractors must comply with Security Staff request and directions.

CENTER CONTACT INFORMATION

Center Management Office: 573-348-3829
General Manager: 573-434-9106
Operations Director: 573-434-6563
Center Security: 573-434-9627

REQUIRED 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

Roofing Contractor

Company Name:	WeatherCraft Inc.
Contact Person:	
Phone:	573-635-0141
Address:	PO Box 105108 Jefferson City, MO 65110

Fire Alarm Contractor

Company Name:	All-Com Digital
Contact Person:	Richard Dworaczyk
Phone:	573-392-6307
Address:	PO Box 626 Eldon, MO 65026

Waste Handling Contractor

Company Name:	Republic Services
Contact Person:	Ilene Bock
Phone and Fax:	573-525-3218
Address:	35 N. Frontage Road

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