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**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.

***Updated 4/26/2018***

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 Jackson 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**

Contactor agrees to order an “Open Top” trash container, (Freehold Cartage must be used) to be placed at a location determined at the meeting. Contractor is to specifically request a container that is ‘graffiti free’. Placement fee of $1000 applies and is payable to Jackson Premium Outlets. A placement agreement must be signed. An Open Top trash container may then be ordered from Freehold Cartage and their fee is independent of center’s placement fee and is to be paid by contractor.

Trash may only be transported through back areas behind the center.

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.

1. **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 General Manager for details based on your construction schedule.

Management reserves the right to eject any sub contractor for excessive violations or aggressive behavior.

1. **DELIVERIES**

Contractor must advise Management and Security of all deliveries 24 hours in advance.

Deliveries will take place at designated rear entrances. If a delivery must come through the front doors, delivery must be complete prior to 9:30 am or one half hour before mall opening, whichever is earlier.

Deliveries will never occur at entrances when the mall is within a half hour of opening.

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

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

1. **ROOF ACCESS**

Contractor acknowledges that Peck Brothers is the REQUIRED contractor and the only contractor allowed to perform any modifications and repairs. The phone number for 201 791 3235 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.

1. **FIRE LIFE SAFETY - THIS APPLIES TO ALL SITES:**

"Tenant's contractor will reimburse Jackson Premium Outlets 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 $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.**

1. **BARRICADES**

Contractor will use Boston Barricade 866 866 0925 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 closed 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.

1. **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.

1. **FINES**

The following infractions will draw an immediate fine:

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| --- | --- | --- |
| Failure to use required vendor | $ 100 | +cost to repair |
| Smoking inside space | $ 100 | +ejection from work site |
| Pouring concrete/grout/paint down drain | $ 250 | +cost to “jet” all drain lines in space |
| Putting trash in Center Dumpster | $ 250 | +cost to pull |
| Working in the electric room without notification | $ 200 |  |
| Materials equipment left in loading dock | $ 200 | +cost to discard |
| Debris left in loading dock | $ 200 | +cleanup cost |
| Use of public restrooms | $ 100 | +cleaning cost |
| Barricade/ back door left open | $ 100 |  |
| Continual parking violations | $ 100 |  |
| Unclean common area | $ 100 |  |
| Failure to check with Security | $ 100 |  |
| Debris around “open top” container | $ 200 | +cleanup cost |
| Debris left on roof | $ 200 | +cleanup cost |

1. **FEES**

POD Placement $ 250 per week (when applicable). Fee will not be prorated.

One time Dumpster Placement $1,000.00 per tenant build out.

Fire System Drain Down $ 250 per Occurrence (only applies to spaces without isolation valves)

Make all checks for FEE’s payable to SPGGC,LLC.

(THIS IS NOT THE SAME FOR CONSTRUCTION DEPOSITS)

1. **SECURITY PROCEDURES**

Each day, GC must check in with Security upon arrival and advise Security when the last person leaves the site. Security Cell Phone number is 732 216 7400.

**CENTER CONTACT INFORMATION**

*General Manager – Darrick Smale (610)-633-8003 dsmale@simon.com*

*Security – (732)-216-7400*

**ADDITIONAL PRE-QUALIFIED CONTRACTORS**

**Sprinkler Contractors:**

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

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| --- |
| Company Name: **S.A. Comunale Co** |
| Contact Person: **Sean Coustillac** |
| Phone: **330 706 3050** |
| Address: 2900 Newpark Dr |
| Barberton, OH 44203 |

**Fascia/Eifs Contractor (Required)**

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| --- |
| Company Name: Tatar |
| Contact Person: Chris or Tammy |
| Phone: 800 838 6155 |
| Address: |
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**Sign Contractor**

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| --- |
| Company Name: Northeast Sign |
| Contact Person: Mike DeFalco |
| Phone: 877 899 2887 or 732 539 0888 |
| Address: |
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**Plumbing Contractor**

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| --- |
| Company Name: Timothy Peters Plumbing and Heating |
| Contact Person: Fred Peters |
| Phone: 732-528-6755 |
| Address: |
|  |

**Alarm Monitoring Contractor**

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| --- |
| Company Name: TYCO |
| Contact Person: |
| Phone: 800 289 2647 |
| Address: |
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**Electrical Contractor**

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| --- |
| Company Name: Gilligan Nardini |
| Contact Person: Joe Nardini |
| Phone: 732 270 3800 |
| Address: |
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**HVAC Contractor**

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| --- |
| Company Name: South Jersey Heating and Cooling |
| Contact Person: Joe Nodine |
| Phone: 800 792 2435 |
| Address: |
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**Pest Control Contractor**

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| --- |
| Company Name: Cavanaughs |
| Contact Person: Scott Devrous |
| Phone: 800 362 2282 |
| Address: |
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**Roofing Contractor (Required)**

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| Company Name: Peck Brothers |
| Contact Person: |
| Phone: 201 791 3235 |
| Address: |
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**Waste Contractor (Required)**

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| Company Name: Freehold Cartage |
| Contact Person: Blair Blanchett |
| Phone: 732 462 1001 |
| Address: |
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**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**

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| --- |
| Company Name: |
| Contact Person: |
| Phone and Fax: |
| Address: |
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**Mechanical Contractor**

|  |
| --- |
| Company Name: |
| Contact Person: |
| Phone and Fax: |
| Address: |
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**Plumbing Contractor**

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| --- |
| Company Name: |
| Contact Person: |
| Phone and Fax: |
| Address: |
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**Drywall Contractor**

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| --- |
| Company Name: |
| Contact Person: |
| Phone and Fax: |
| Address: |
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**Painting Contractor**

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| --- |
| Company Name: |
| Contact Person: |
| Phone and Fax: |
| Address: |
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**Carpentry Contractor**

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| Company Name: |
| Contact Person: |
| Phone and Fax: |
| Address: |
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**Millwork Contractor**

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| --- |
| Company Name: |
| Contact Person: |
| Phone and Fax: |
| Address: |
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**Wall Covering / Tile**

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| Company Name: |
| Contact Person: |
| Phone and Fax: |
| Address: |
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**Storefront Contractor**

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| Company Name: |
| Contact Person: |
| Phone and Fax: |
| Address: |
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**Glass Contractor**

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| Company Name: |
| Contact Person: |
| Phone and Fax: |
| Address: |
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**Sign Contractor**

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| Company Name: |
| Contact Person: |
| Phone and Fax: |
| Address: |
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**Miscellaneous Contractor**

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| --- |
| Company Name: |
| Contact Person: |
| Phone and Fax: |
| Address: |
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**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