



# **Contractors Rules & Regulations**

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# **TENANT CONSTRUCTION RULES AND REGULATIONS**

Waterloo Premium Outlets

9/13/19

## **PRE-CONSTRUCTION MEETING**

A minimum of five (5) days prior to starting construction, the CONTRACTOR shall contact the LANDLORD'S PROPERTY MANAGER to arrange a Pre-Construction Meeting at the site. Attendees should include the GENERAL CONTRACTOR, Superintendent, and major Subcontractors to be used in the construction.

At the Pre-Construction Meeting the GENERAL CONTRACTOR shall provide the following:

### **1. BUILDING PERMIT**

A copy of each of the Local Building Permits and, if applicable, Health Permits. Permits will need to be in the name of the General Contractor.

### **2. COPY OF FINAL LANDLORD APPROVED PLANS**

The Tenant's General Contractor will bring a full size hard copy of Landlord approved plans to the pre-construction meeting.

### **3. COPY OF CERTIFICATE OF INSURANCE**

A. Contractor shall, at all times during the term of the works(s), at Contractor's sole cost and expense, obtain and maintain the following policies of insurance, naming the Owner Parties as "additional insured", which shall provide the Owner Parties are additional insured with respect to liability arising out of Contractor's ongoing and completed operations. Contractor shall provide notice to Owner immediately upon receipt of any notice received by the Contractor from its' insurance carrier advising of non-renewal or cancellation of the policies required under this Agreement.

B. All policies of insurance required of Contractor under this Agreement shall be obtained from reputable insurers licensed to do business in the state where the Shopping Center is located and have an A.M. Best rating of at least A- VIII. A legally enforceable Certificate of Insurance on all insurance policies required of Contractor under this Agreement shall be deposited with Owner promptly on or before the commencement of the term of this Agreement. Any insurance provided by Owner Parties shall be strictly excess, secondary and non-contributory of the insurance coverage provided by Contractor.

(a) **Commercial General Liability** - with a limit not less than \$2,000,000 (\$5,000,000 if any portion of the services to be performed by Contractor hereunder involves or affects in any way the roof of the Shopping Center) for each occurrence and a \$2,000,000 (\$5,000,000 if any portion of the services to be performed by Contractor hereunder involves or affects in any way the roof of the Shopping Center) general aggregate limit.

(i) An endorsement that includes property damage coverage for property in the care, custody or control of the Contractor.

(ii) In the instances where Contractor's services include the use of "pollutants" as defined by the General Liability policy, the policy must include an endorsement removing the absolute pollution exclusion and adding broadened pollution coverage for bodily injury and property damage resulting from the discharge, dispersal, seepage, migration, release or escape of "pollutants" as defined by the General Liability policy, and providing coverage on behalf of the "additional insured", including ongoing and completed operations.

(b) **Commercial Automobile Liability** - in the amount of \$1,000,000 combined single limit for bodily injury and property damage, covering all owned, non-owned, or hired automobiles used in the course of the Contractor's business.

(c) **Worker's Compensation** - in compliance with any and all statutes requiring such coverage in the state where the work is being performed.

(d) **Employer's Liability** - in a minimum amount of \$1,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy aggregate.

(e) Such other insurance as may be required from time to time by Owner.

"Owner Parties," that are required to be identified as additional insured's are:

- Owner, Owner's Managing Agent, Simon Property Group, Inc., and their respective officers, directors, shareholders, members, partners, parents, subsidiaries and any other affiliated entities, agents, servants, employees, and independent contractors of these persons or entities.

Waterloo Premium Outlets, LLC, A Delaware Limited liability company and their successors and/or assigns

Waterloo Premium Outlets  
655 Route 318 #31  
Waterloo, NY 13165

#### 4. **SUBCONTRACTORS LIST**

The subcontractors list shall set forth the name, address and telephone numbers (and emergency numbers) of TENANT'S General Contractor and Subcontractors.

#### 5. **PRECONSTRUCTION FEES** (not subject to waiver or cap unless lease specified)

##### A. **Construction Deposit**

A construction deposit, a minimum amount of **\$5,000.00** (A larger deposit may be required at certain properties. Refer to lease for amount) from which the LANDLORD may deduct fines and LANDLORD'S cost to repair damage to common areas or other Tenants, caused by Tenant's contractor(s).

##### B. **W-9 Form**

A W-9 Form must be provided by tenant's contractor. Failure to complete this qualification will result in delays of doing business with Simon and return of any construction deposit.

##### C. **Prepayment Check**

Landlord reserves the right to provide and/or install any of the following for Tenant's Contractor at Tenant's Contractor's expense (contact the Tenant Manager for specific items elected by Landlord). In the event Landlord does not elect to provide and/or install any of the following, the same shall become Tenant's Contractor's responsibility at Tenant's Contractor's expense.

The General Contractor will be required to provide a cashier's check and Federal I.D. number, as advance payment for services, material, construction, etc. as noted below. Make the check payable to:

*CENTER NAME: Waterloo Premium Outlets, LLC*

**6. FEES** (No Waivers Unless Lease Specified)

Contact the Operations Director for applicable items and associated costs. Below are typical but there may be site specific fees: (Refer Site Specific Rules and Regulations)

- Temporary Construction Barricade and/or rental fee
- Check Meter Fee if applicable
- Chilled Water Consumption (prior to Opening)
- Dumpster Placement Fee
- POD Placement Fee
- Light Bulb/Ballast Disposal Fee
- Up-front fee for center air balancer and EMS control company (*LLPC centers*)
- Any other locally applicable fees (*see Site Specific Addendum*)
- Electrical Power consumption prior to opening is a non-refundable fee for redistributed centers (*see electrical power for rates*)

**PERMITS & LICENSING**

**1. PLAN REVIEW / PERMIT**

All specifications are to be included within the construction drawings and all other local jurisdiction having authority requirements.

Seneca county Code Enforcement  
31 Thurber Dr # 4, Waterloo, NY 13165,

Plan Review/Permit applications and fee schedules can be found on-line at:

<http://www.co.seneca.ny.us/departments/planning-and-community/code-enforcement/>

Texas requires all spaces to comply with the Texas Accessibility Standard (TAS). Landlord requires all Tenants to use the designated TAS consultant:

[Add Info](#)

Landlord recommends all Tenants to use the designated permit expeditor:

[Add Info](#)

Tenants with food operations please contact the following for additional requirements:

City: Seneca  
Health Department: Public Health Sanitarian  
Address: 31 Thurber Drive, Waterloo NY 13165  
Phone Number:315-539-1764

**2. LICENSING**

All contractors must be licensed by the appropriate jurisdictional authorities. Contractor must present a copy of license at pre-construction meeting.

**3. SPRINKLER DRAWINGS**

In addition to complying with the local authority requirements for submission of sprinkler shop drawings, the sprinkler contractors shall submit a minimum of four (4) sets of sprinkler shop drawings and hydraulic calculations (if applicable) to Global Risk Consultant's for approval.

100 Walnut Avenue, Suite 501  
Clark, New Jersey 07066-1247

Global Risk Consultants will return two (2) sets to the sprinkler contractor. Review time: two (2) weeks typically. Mark installation date on plans if plans need to be expedited. The General Contractor must present a copy of the submittal letter to Global Risk Consultants to the Center Management Office, prior to starting sprinkler work.

**4. PROPERTY BUILDING DATA**

Occupancy/Use: Junius  
Construction Classification:  
Building Levels: 1  
Sprinkler System: Seimans

**5. TENANT'S ADDRESS**

Contact Center Management for tenant space address

**6. CENTER ADDRESS & PHONE**

*Waterloo Premium Outlets  
655 State Route 318  
Waterloo NY, 13165 Suite 31*

**7. LANDLORD CORPORATE OFFICE**

Simon Property Group  
Attn: Premium Outlet Tenant Improvement  
60 Columbia Road  
Building B, 3<sup>rd</sup> Floor  
Morristown, NJ 07960  
Phone: 973.228.6111

*\*Contact the Center Manager for a legal property description, if required for permit.*

**UNION AFFILIATED GUIDELINES**

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.

**TEMPORARY PROVISIONS** (if applicable)

**1. TEMPORARY CONSTRUCTION BARRICADE**

If required by the LANDLORD'S PROPERTY MANAGER, a temporary construction barricade at the storefront shall be installed at TENANT'S expense by Landlord's approved contractor.

- Installed by Landlord - Reimbursement of cost required
- Installed by Tenant's Contractor at Tenant's cost per barricade installation guidelines**
- Contract with Landlord's Barricade Contractor for installation of barricade

Company: Telephone:
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No barricades shall be removed or dismantled without the express written consent of the LANDLORD. Any barricade removed without prior consent will be reconstructed by LANDLORD at the CONTRACTOR'S expense.

**2. CONSTRUCTION SIGNAGE**

The CONTRACTOR is not allowed to post any company name or sign on the temporary construction barricade, store front or anywhere outside the premises. The CONTRACTOR shall post all signage as required by the LANDLORD'S PROPERTY MANAGER.

**3. ELECTRIC POWER**

The TENANT'S CONTRACTOR is responsible to coordinate temporary electric power by obtaining a temporary meter from the local utility company and tying into the building's permanent power source by Landlord's designated Electrician. (Direct customer of the utility company)

- Tenant is a direct customer of the Utility Company

The TENANT'S CONTRACTOR is responsible to coordinate temporary electric power by tying into the building permanent power source (redistribution).

- Redistribution by LANDLORD (Non-Refundable Fee Applies)

Tenant's Space Square Footage	Charge
0-1000	\$.34/SF
1001-5000	\$.43/SF
OVER 5000	\$.53/SF

Company: NYSEG Telephone: 1800-572-1121
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4. **TEMPORARY WATER**

Contact the LANDLORD'S PROPERTY MANAGER for access to temporary water service.

5. **TEMPORARY TOILET**

The shopping center toilet facilities will not be available for contractors use. Contact the LANDLORD'S PROPERTY MANAGER for temporary toilet locations.

**CONSTRUCTION REQUIREMENTS**

The following Rules govern TENANT'S construction on LANDLORD'S property. All references to "CONTRACTOR" shall mean the GENERAL CONTRACTOR or the TENANT if acting as its own contractor.

1. **ON-SITE DOCUMENTS**

The CONTRACTOR will keep the following documents on-site and accessible at all times during construction:

A) **LANDLORD approved TENANT drawings.** The CONTRACTOR will build from ONE set of drawings by adding any Building Department comments into the LANDLORD'S approved set and re-approved by Landlord. This set of drawings will be primary working drawings and displayed at all times during construction.

**Lack of landlord approved drawing will result in fines.**

B) A complete set of building department permitted (stamped) drawings

2. **CONCRETE**

Prior approval must be obtained from LANDLORD prior to penetrating any structural or structurally reinforced concrete. The CONTRACTOR shall be responsible for verification of existing utilities by ground penetrating radar. Concrete must be saw-cut or core-drilled (no jack-hammering or breaking of concrete is permitted DURING CENTER OPERATING HOURS. This must be done after-hours).

Cutting of concrete is **PROHIBITED** at the following Premium Outlets: Folsom Premium Outlets, Parts of The Crossings Premium Outlets, Parts of Woodbury Premium Outlets.

3. **PROTECTION OF PROPERTY**

The CONTRACTOR shall be responsible for protecting the LANDLORD'S and any other party's property from damage.

4. **FIRE EXTINGUISHERS**

The CONTRACTOR shall provide adequate fire extinguishers within the premises, tagged for date of inspection, while under construction.

5. **SITE ACCESS AND PARKING**

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.**

6. **DELIVERY OF MATERIALS**

The TENANT'S delivery address is the same as TENANT'S address

The CONTRACTOR shall be responsible to coordinate all materials deliveries to the premises, whether for construction, fixturing or merchandising. Contact the LANDLORD'S PROPERTY MANAGER for all delivery instructions. All deliveries shall be made through the rear door of the premises either via the adjacent service corridor or truck dock area. Contact the LANDLORD prior to the delivery of materials and equipment which are too large to enter through the rear door of the Premises. Where there is no rear door to access space, all

deliveries, trash removal, etc., must be coordinated as directed by the LANDLORD'S PROPERTY MANAGER. **See site specific rules and regulations addendum.**

**7. WORK AREA AND STORAGE**

The CONTRACTOR'S work area will be restricted to the TENANT'S leased premises. Service and fire corridors and truck docks shall be kept clear of all materials, equipment, debris and trash at all times. **See other site specific rules and regulations.**

**8. SECURITY AND AFTER HOURS WORK**

The CONTRACTOR must receive the prior permission of the LANDLORD for work after hours and on weekends and is responsible for any associated costs. Contractor must abide by security procedures. Contact LANDLORD'S PROPERTY MANAGER 48 hours in advance. **See other site specific rules and regulations in addendum.**

**9. LANDLORD INSPECTIONS**

The TENANT'S construction work will be observed periodically by the LANDLORD to verify that the work is being constructed as approved by the LANDLORD. All work not in conformance with LANDLORD'S approved Tenant drawings must be immediately corrected at CONTRACTOR'S expense. **See other site specific rules and regulations.**

**10. SAFETY**

The CONTRACTOR shall be responsible to ensure that all work is performed in accordance with O.S.H.A. standards. The LANDLORD may, without any liability therefore, stop work that is in violation of O.S.H.A. standards or which may, in the LANDLORD'S opinion, cause injury or harm to persons or property.

CONTRACTOR must obtain a written permit from the LANDLORD'S PROPERTY MANAGER prior to any "hot" work (e.g. welding, soldering, torch-work, etc.) It shall be the duty and responsibility of the CONTRACTOR performing any cutting or welding to comply with the safety provisions of the National Fire Protection Association's National Fire Codes pertaining to such work and the CONTRACTOR shall be responsible for all damages resulting from failure to so comply. Use of fuel operated engines inside the Center will not be permitted.

**All systems shall be charged and operational when the CONTRACTOR leaves for the day, if unable contractor must provide appropriate fire watch.**

**11. BELOW GRADE CONSTRUCTION**

Prior to beginning any below grade construction work, the CONTRACTOR must meet with the LANDLORD to review the locations of any underground utility services that may be located in the premises. Any Below Grade construction must be inspected by LANDLORD/**Local Jurisdiction Having Authority** prior to backfilling. X-Ray or Ground Penetrating Radar must be used before any saw - cutting is to be done

**12. INTERRUPTION OF UTILITIES**

The CONTRACTOR must receive the LANDLORD approval at least three (3) days prior to any modification of utility services that may temporarily interrupt such service to other tenants or the shopping center.

**13. TRASH REMOVAL AND DUMPSTER**

All trash will be confined to the premises and removed at the end of each day by the CONTRACTOR. Any trash found in the service corridors, adjacent tenant units, and/or other public areas will be removed by the LANDLORD and the cost for same charged to the CONTRACTOR, plus a **\$250** violation fee per occurrence or specified site specific fine amount in site specific addendum.



The location of the dumpsters will be determined by the LANDLORD. LANDLORD'S compactors are not to be used by CONTRACTOR for construction debris. **Contractor will comply with Center's recycling policy.**

**14. SPRINKLER DRAIN-DOWN**

Tenant's CONTRACTOR shall contact the Sprinkler Contractor for sprinkler drain-downs and shall pay the Sprinkler Contractor for any associated charges with draining down the system. The Sprinkler Contractor must coordinate the sprinkler drain down with the Center Management Office at least 48 hours prior to needing the system drained down. All systems shall be charged and operational when the CONTRACTOR leaves for the day.

**15. ROOF AND BUILDING MODIFICATIONS**

Roofing penetrations require advance approval by the Landlord **and Tenant Coordination**. All roof work, including cutting of the roof, shall be performed by the LANDLORD'S roofing contractor under contract to CONTRACTOR and at CONTRACTOR'S expense. Curb adapter equipment and installation is subject to Landlord approval. Butler Roofs require the use of materials and methodology specific to Butler Roofs.

**16. ROOF PROTECTION BOARDS**

Roof protection boards shall be installed around any roof top HVAC equipment by the LANDLORD'S roofing contractor under contract to the CONTRACTOR at CONTRACTOR'S expense.

**17. SIGN INSTALLATION**

It is mandatory the sign contractor/installer sign in with LANDLORD'S PROPERTY MANAGER to review the sign template placement on the storefront prior to any holes being drilled. All penetrations must be sealed from both the outside wall and inside wall to prevent water leakage and sign must be connected and verified it is illuminating properly before leaving the property. The LANDLORD'S PROPERTY MANAGER must review and inspect sign prior to sign contractor / installer leaving the premises.

**18. HAZARDOUS MATERIAL**

The General Contractor and/or the On-Site Coordinator for the General Contractor will be held responsible for all sub-contractors and vendors involved in the tenant improvement job, for the proper disposal and/or cleaning of water based materials and hazardous waste.

It is the Contractor's responsibility to monitor the activities of all persons involved in the tenant improvement job, and to see that the following rules are abided by.

- A) Under NO circumstances are the storm drains to be utilized for the disposal of any liquid or product.
- B) Any hazardous waste material (including oil-based paints, enamels, chemicals, etc.) must be disposed of through legal and approved methods. Under NO circumstances are hazardous waste materials to be disposed of in any trash bin, storm drain, sewer drain or landscaped area.
- C) Any cleaning of tools, surfaces or equipment involving a water-based or latex substance, must be done within the tenant space and all by-product of that substance, must be processed through the sewer/ plumbing system.
- D) If the tenant space does not have water and/or plumbing facilities, arrangements for water and cleaning/ disposal as noted above, must be arranged through the Management Office.
- E) Under NO circumstances are the public restrooms to be used for the above noted conditions, or any other condition associated with the improvement of the tenant space.

- F) The CONTRACTOR shall not install any Hazardous Materials and may be required to submit Material Safety Data Sheets to show compliance.

**19. LANDLORD ACCESS TO WORK IN PROGRESS**

Any Landlord equipment, component, and / or service feeding other tenant(s) that is existing in the space must remain visible and accessible to the landlord. Tenant shall install access panels as required to maintain access. Access panels shall be labeled to properly identify the system. Contractor should coordinate with Property Operations regarding the location of access panels.

**20. TELECOMMUNICATIONS/DATA & SATELITE**

Any worked related to the above referenced items should be coordinated through the Property Operations staff.

**21. ANIMALS/PETS**

Service Animals trained specifically to assist disabled person are permitted on property, all other animals as strictly prohibited.

**22. WEAPONS**

Possession of any article defined as a weapon, whether illegal or not, is at no time permitted on property, unless such weapon is in the possession of a law enforcement officer required to carry such a weapon

**OPENING REQUIREMENTS**

**1. PUNCH LIST**

Upon completion of construction and a minimum of seven (7) days PRIOR to opening, the CONTRACTOR shall request that the LANDLORD conduct a final observation and compile a punch list. **The premises will be allowed to open for business only after the items have been satisfactorily completed.** TENANT'S construction deposit may be used by LANDLORD to correct said items if they still remain uncorrected 30 days after opening.

**2. DOCUMENTS**

The following Certificates/ Documents shall be submitted to LANDLORD prior to opening (electronically and hard copy):

- A) Certificate of Occupancy, Permit Signed Off and Closed
- B) Business License
- C) Certified Tenant Air Balance Report – **Air Balancer must be third party not affiliated with mechanical contractor that did the work. Centers with landlord provided cooling will be asking for an upfront fee for the Center Air Balancer and EMS/Controls**
- D) Health Permit (if applicable)
- E) Punch List
- F) Certification that any mechanical, electrical, and/or plumbing items allowed to be re-used have been refurbished to a like-new condition
- G) The Global Risk Consultants approval letter stating the sprinkler system was designed correctly. This is part of the post construction checklist form 272.
- H) *TDLR Report: (TEXAS ONLY) Tenant shall have the Tenant Space inspected and a report issued by the TDLR as to the compliance with ADA and Texas State law.*

**GENERAL**

These guidelines are intended to supplement the Property Management guidelines. If a conflict occurs between the information in this Preconstruction Criteria and the Property Management requirements, Property Management shall take precedence.

**UTILITIES**

Contact the following utility company representatives for information concerning local installation requirements, application for service, billing procedures, etc.

**GAS SERVICE:**

Gas service is either Redistribution by LANDLORD, or metered directly by Utility Company. If Redistribution and a meter are required per LANDLORD'S approval on TENANT'S mechanical drawing, install in accordance with Landlord criteria.

Redistribution by LANDLORD       Tenant is a direct customer of the Utility Company

Company: NYSEG  
Telephone: 800-572-1111

**TELEPHONE SERVICE:**

Tenant is a direct customer of the Utility Company

Company:  
Telephone:

**ELECTRIC SERVICE:**

Electric service is either Redistribution by LANDLORD, or direct metered by Utility Company. If Redistribution and a meter are required, install in accordance with Landlord criteria.

Redistribution by LANDLORD       Tenant is a direct customer of the Utility Company

Company: NYSEG  
Telephone: 800-572-1111

**CABLE SERVICE:**

Company:  
Telephone:

**WATER SERVICE:**

Water service is either Redistribution by LANDLORD or direct metered by Utility Company. If Redistribution and a meter are required per LANDLORD'S approval on TENANT'S plumbing drawing, install in accordance with Landlord criteria.

Redistribution by LANDLORD       Tenant is a direct customer of the Utility Company

## **REQUIRED CONTRACTORS**

### **Trash Removal and Dumpster Service**

Company: Waste Management – Chris Ziegler  
Telephone: 315-952-3679 Email: [chiegler@wm.com](mailto:chiegler@wm.com)

### **Fire Alarm Final Connection**

Company: Davis Ulmer  
Telephone: 585-546-3670

### **Electrical Tie-in to LL Equipment**

Company : Tavano Electric  
Telephone: 315-923-7626

**Roofing Contractor:** Any and all roof work must be completed by the LANDLORD'S approved roofing contractor(s). Contact the following for pricing and scheduling:

Company: American Roofing  
Telephone: 315-822-5252

### **LIST OF ADDITIONAL PRE-QUALIFIED CONTRACTORS**

A list of additional (NOT REQUIRED) contractors who have worked at and are familiar with the property will be available from the Landlord's Property Manager. (See Site Specific Rules and Regulations Addendum)

### **FIRE PROTECTION CONTRACTOR**

Simon Property Group provides a listing of Sprinkler Contractors for which the General Contractor can bid for all of Tenant's sprinkler work. At the time of bidding, each tenant or tenant's general contractor should call the Sprinkler Contractors directly to obtain bids. Refer to policy #1018

### **CONTACT INFO**

For questions regarding site access, preconstruction fees, required contractors, construction rules & regulations, please contact Landlord's Property Manager. For questions regarding storefront & architectural criteria, delivery dates, the scope of Landlord's and Tenant's work, please contact your Tenant Manager or call 973.364.6533 for assistance.