

# THE ORCHARD TOWN CENTER

## CONTRACTOR RULES AND REGULATIONS

### I. INTRODUCTION

It is the responsibility of the contractor to communicate all information contained herein, and in other documents and agreements, by which he/she is bound to all employees, suppliers and any others providing services through the General Contractor. In no case will an entity's lack of knowledge of any regulations contained herein or in any other document constitute reasonable grounds for failure to comply.

These rules will be strictly enforced and failure to comply may result in work delay, work stoppage or fines. Vestar reserves the right to request the Contractor stop work for any reason it deems to be in the best interest of the shopping center. Proper communication and willingness to cooperate can alleviate, if not eliminate, many problems.

Should you have any questions in reference to the subjects discussed here, please do not hesitate to contact the following:

**Vestar – Management Office Address: 14697 Delaware Street, Suite 850, Westminster, CO 80023**

#### **Contacts:**

- Mark Peterson, General Manager, [mpeterson@vestar.com](mailto:mpeterson@vestar.com); Office 303-450-8603
- Ilima Lua-Lokan, Assistant Property Manager, [ilua-lokan@vestar.com](mailto:ilua-lokan@vestar.com); Office 303-450-8616
- Adam Carpenter, Director of Operations, US Diversified Services, [adamc@usdservices.com](mailto:adamc@usdservices.com), Mobile: 720-319-9278
- Avneet Gill, Tenant Coordinator, [agill@vestar.com](mailto:agill@vestar.com), Mobile: 925-856-8181
- Jack Van Kleunen, Construction Manager, [JVankleunen@vestar.com](mailto:JVankleunen@vestar.com), Office 602-553-2622

### **II. PRE-CONSTRUCTION MEETING**

Prior to commencement of construction, the contractor is required to meet with the representative from Vestar Property Management, to review project policies and procedures, and to establish a staging area. After the staging area has been identified, and prior to mobilizing on-site, the following must be submitted:

1. Submit a Certificate of Insurance to Vestar with the following requirements:
2. General Liability \$2 Million aggregate / \$1 Million per occurrence / **\$5 Million umbrella.**

| <u>Certificate Holder:</u>                                                                                  | <u>Additional Insured 1:</u>                                                              | <u>Additional Insured 2:</u>                                                                                |
|-------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| <b>TPP Orchard Property LLC</b><br>c/o TriGate Capital, LLC<br>1717 Main St, Suite 2600<br>Dallas, TX 75201 | <b>Vestar Properties, Inc.</b><br>2415 E. Camelback Rd,<br>Suite 100<br>Phoenix, AZ 85016 | <b>TPP Orchard Property LLC</b><br>c/o TriGate Capital, LLC<br>1717 Main St, Suite 2600<br>Dallas, TX 75201 |

3. Provide proof of Workman's Compensation and automobile coverage on certificate.

4. Provide a 24-hour contact list for General Contractor, which should include all Subcontractors onsite and 24-hour contact for Ownership of Tenant/Store.
5. Provide a copy of contractor's State of Colorado general contractor's and business license.
6. Provide a copy of the building permit as approved by the municipality.
7. Copy of as-builts submitted to Vestar upon completion.
8. A refundable construction damage deposit of \$5,000.00 is required for any Tenant work payable to **Vestar Orchard Town Center L.L.C.** Any violations of policies and procedures will be subject to construction deposit.
9. Copy of Contractor's W9.

### **III. RULES & REGULATIONS**

1. If Tenant's work includes the exterior of the building, storefront or common area, at a minimum Tenant's contractor shall construct an 8ft temporary, dust control barricade, suitable for paint and/or graphics. Tenant or Tenant's contractor shall submit a barricade plan to Landlord for screening and approval prior to the start of construction. All construction work shall be obscured by barricade or covering the existing storefront glass and shall include Landlord approved graphics at Tenant's sole cost.
2. Tenant or Tenant's Contractor is required to coordinate with Vestar Property Management for the type, size and location of a construction dumpster. Dumpsters with graffiti will not be allowed on property and must be immediately removed.
  - a. A onetime \$250.00 dumpster placement fee will be deducted from construction deposit
3. Tenant or Tenant's Contractor shall coordinate with Vestar Property Management for information regarding required Roofing, Fire Alarm and Fire Sprinkler subcontractors, as well as, any other Landlord required subcontractors.
  - a. Required trade contractor for connection to existing system for Fire Alarm and Sprinkler. Programmable Simplex Grinnell devices must be used. The suite number is to be used for the tie in not the TLP#. A booster panel must be provided. Programming must be Simplex Grinnell, Scott Pennell, 303-961-2825, [spennell@simplexgrinnell.com](mailto:spennell@simplexgrinnell.com).
    - i. **NOTE: MODIFICATION TO THE FIRE ALARM/ FIRE SPRINKLER SYSTEM REQUIRES TENANT CONTRACTOR TO UPDATE THE SITE MAP IN THE FACP ROOM.**
  - b. Required trade contractor for roof penetrations must be: **Varies by building; Roof Check, Frontier, D7 Roofing, or Bauen. Flynn Southwest is required to be used for all asphalt shingle roofing. PLEASE CONTACT VESTAR PROPERTY MANAGEMENT PRIOR TO SELECTING A TRADE CONTRACTOR.**
  - c. Required trade contractor for electrical tie in to switch meter cabinet must be Hi-Tech Electric. Contact Joe Hunter at [joe@hi-tech-electric.com](mailto:joe@hi-tech-electric.com) or 303-796-8800 ext 102
4. Any noise producing work (i.e. saw cutting, drilling, hammering, etc.) should be completed before or after Center hours. (Coordinate with Property Management)
5. Contractor's materials must be stored inside Tenant's space at all times. However, if available or necessary, any onsite storage containers or inline storage space will assess a fee of \$100.00 a day.
  - a. Upon turnover of inline space, space must be rekeyed at Tenant or Tenant's Contractor expense.
6. Any modifications on sprinkler system and/or fire control systems will be done by mall contractor at Tenant's expense. Tenant must contact mall management to schedule shutdown. A sprinkler fee of

\$175.00 per shutdown will be assessed to Tenant for draining sprinkler system to make modifications. Tenant is permitted to drain sprinkler system twice (2x's) at the above price. Each subsequent draining of sprinkler system will result in an additional \$50.00 assessment. These fees will be deducted from construction deposit.

7. All electrical shut-downs must be coordinated with Property Management 72 hours in advance, performed in off-hours and have a minimum of 4 hour window. All shut-downs must be performed by landlord's require electrician with adequate manpower to complete the work with minimal downtime. Tenant or Tenant's Contractor is responsible for providing temporary power if the shut-down will affect operating restaurant Tenants. In any circumstance, power must be back on by 7AM.
8. Tenant's Contractor must install sub-meter for water, provided by Landlord at Tenant's cost. Water meter must be installed at an accessible location approved by Property Management.
9. Tenant's Contractor is responsible, at their own cost, for temporary heat in the space during construction to a minimum of 50 degrees.
10. Installation and removal of temporary storefront barricade must be completed either prior to or after Center operating hours. The barricade will need to be painted to match the color of the existing building (specifications regarding the barricade will be discussed at time of pre-construction meeting). Should the Landlord have erected the dust wall prior to the commencement of Tenant's construction, Landlord will require Tenant or its contractor to reimburse the Landlord for the dust wall at a rate of \$75.00 per lineal foot. Failure to reimburse the Landlord will result in a deduction from the construction security deposit.
11. All construction debris must be disposed of properly. No material shall be kept in the service area, common walkways or outside the demised premise. Contractor will be billed at \$55.00 per person per hour if Landlord performs such work on behalf of the contractor.
12. Unless expressly stated in lease construction exhibit, contractor is prohibited from using house-supplied power/utilities for construction purposes. Contractor must supply its' own generator and must coordinate the placement of such generator with Center management.
13. All crane and lift equipment placement must be coordinated with Center management prior to work being performed.
14. Upon completion of improvements all inspections must be done prior to merchandising and fixturization of space. Certificate of Occupancy must be issued prior to store opening.
15. Signage must be posted for public safety and/or general warning. Landlord reserves the right to remove unauthorized signage. All construction signage must be approved by Landlord prior to placement.

#### **IV. COORDINATION AND COOPERATION:**

The contractor shall not interfere or impede site or surrounding building work. In the event contractor willfully violates requirements of these Rules and Regulations, Vestar Property Management may order the contractor to remove its equipment and/or its' employees from the Shopping Center.

#### **V. JOB CONDUCT GUIDELINES:**

Workers shall be confined to approved staging areas and are required to maintain professionalism at all times. Violation of the Job Conduct Guidelines or violation of Basic Safety Rules and Regulations as required by O.S.H.A., entitles Vestar to cause violating individual and/or contractor to being removed from the site. Any injury or accident must be immediately reported, in writing, to Vestar, attention: Jim Brennan, Regional Director.

## **VI. PROJECT WORK HOURS (Non-Center Hours):**

- Monday to Sunday 6:00am – 6:00pm
- Work is permitted during operating hours but not to the detriment of surrounding tenants or center operations. Noise producing work is not prohibited during these hours. All construction work to be coordinated with property management.

## **VII. ACCESS AND MATERIAL DELIVERY:**

It is the responsibility of the contractor to ensure that all personnel and vendors making deliveries to the job site are aware of the job site location and access route. Contractors shall make every effort to ensure that deliveries are made during non-operating. If during operating hours, deliveries must be approved and coordinated by Property Management.

Deliveries to the site shall be controlled so that materials are not stored for excessive periods of time prior to incorporation into the structure or demised premise.

## **VIII. PARKING:**

Contractors and their employees are restricted to the staging areas designated by the Lease Exhibit (or in the absence of a Lease Exhibit, by Vestar Property Management. Construction vehicles parked other than in designated areas may be subject to towing without prior notification. Towing and retrieving costs are at the vehicle owner's expense.

Parking in driveways, fire lanes and established loading zones is strictly prohibited. Delivery vehicles must be completely unloaded at curbside and then moved out immediately. Unattended vehicles in loading zones will be tagged or towed at the vehicle owner's expense.

## **IX. PROTECTION OF EXISTING UTILITIES:**

The contractor is responsible for verifying the exact location of all existing utilities. The contractor shall protect utilities left in service including construction temporary power and telephone lines at all times. Any damage to utility lines caused by the contractor operations shall be reported promptly to the owning utility company and Vestar Property Management immediately. The utility company shall make repairs at the contractor's expense.

## **X. MISCELLANEOUS PROTECTION:**

The contractors are responsible for protecting property, personnel and the work of other contractors in carrying out their work. The contractor is responsible for all cost of patching, repairs and replacement for work damaged by their work forces. The contractor shall take all reasonable precautions to protect their work from damage by other contractors including providing and maintaining protection and barricading of their work area. This includes, but is not limited to, any open trenches, pits and shafts, holes in floor or walls, and similar potentially hazardous areas. All contractors shall fence their respective work and staging area if work is outside the demised premise.

**XI. CLEAN-UP/TRASH:**

Clean up shall include removal and legal disposal of all debris from the site. The contractor shall remove empty carton, crates and other combustible refuse from the premises daily. Dirt or rubbish is not allowed to accumulate so it becomes detrimental to customers, other tenants, employees or to the work of the various trades. Contractor will be subject to a rate of \$55.00 per hour, per man, plus disposal rates applicable for all clean up related items due to neglect of contractor. Market rate disposal fees will apply. Contractor is required to use wet pads inside their entrance/exit to alleviate dry wall dust being tracked into the Center.

**XII. SECURITY:**

Contractor is responsible for any and all security for their project.

**XIII. COMMON AREA – SMOKING, LUNCH BREAKS AND PUBLIC RESTROOMS:**

Job site employees are not to be visible in common areas by patrons for smoke breaks and lunch breaks. Job site employees are also prohibited from using public restrooms in the Center. If necessary, Port-a-Johns will be approved in a location designated by Property Management.

The above requirements are not to be all inclusive. Center Management reserves the right to add or delete any of the above requirements at their discretion. Please see Property Management with any questions or comments regarding the above.

**RULES AND REGULATIONS ACKNOWLEDGEMENT SHEET:**

\_\_\_\_\_  
Name on behalf of

\_\_\_\_\_  
Title

\_\_\_\_\_  
Store

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ben Martin  
General Manager  
The Orchard Town Center

\_\_\_\_\_  
Date

**CONTRACTOR CONTACT SHEET**

\_\_\_\_\_  
Tenant Name:

\_\_\_\_\_  
Owner or Corporate Contact Name:

\_\_\_\_\_  
Email Address:

\_\_\_\_\_  
Phone Number:

\_\_\_\_\_  
Name of Contractor Company:

\_\_\_\_\_  
Contractor Contact Name:

\_\_\_\_\_  
Email Address:

\_\_\_\_\_  
Phone Number:

\_\_\_\_\_  
Name of Sub-Contractor Company:

\_\_\_\_\_  
Sub-Contractor Contact Name:

\_\_\_\_\_  
Email Address:

\_\_\_\_\_  
Phone Number:

**\*\*\*This sheet must be filled out and delivered prior to / day of construction meeting\*\*\***