

THE SHOPS AT LAKE PLEASANT

CONTRACTOR RULES AND REGULATIONS

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 Property Management - Property Address: NEC Lake Pleasant Pkwy and Happy Valley Road, Peoria AZ 85383

Contacts:

- Beckie McKinney, Assistant Property Manager, bmckinney@vestar.com, Direct 602-553-2626
- Kathy Schiller General Manager, kschiller@vestar.com, Direct 602-553-2717
- Nick Maniatis, Tenant Coordinator, nmaniatis@vestar.com, Direct 602-553-2641
- Zach Palmer, Assistant Construction Manager, zpalmer@vestar.com, 480-717-2780

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. The General Contractor must submit a Certificate of Insurance to Vestar with the following requirements:
 - a. General Liability \$2 Million aggregate / \$1 Million per occurrence / \$5 Million umbrella
 - b. Provide proof of Workman's Compensation and automobile coverage on certificate.
 - c.

| | | | |
|---|---|---|---|
| <u>Certificate Holder:</u> Vestar LPST LLC 2415 E. Camelback Rd. Suite 100 Phoenix, AZ 85016 | <u>Additional Insured 1:</u> Vestar Properties, Inc. 2415 E. Camelback Rd. Suite 100 Phoenix, AZ 85016 | <u>Additional Insured 2:</u> Vestar LPST LLC 2415 E. Camelback Rd. Suite 100 Phoenix, AZ 85016 | <u>Additional Insured 3:</u> First International Bank and Trust 2231 E Camelback Rd, Suite 107 Phoenix, AZ 85016 |
|---|---|---|---|

2. Provide a 24-hour contact list for General Contractor and sub-contractors.
3. Provide a list of all Subcontractors onsite.
4. Provide a copy of contractor's State of Arizona general contractors license.
5. Provide a copy of the building permit as approved by the municipality.
6. A refundable construction damage deposit in the amount indicated in Lease is required for any Tenant work payable to **Vestar LPST, LLC** or a minimum of \$5,000.00 if not listed. Any violations of policies and procedures will be subject to construction deposit.
7. A construction schedule to be provided by contractor with an estimated date of completion.

PROJECT WORK HOURS (Non-Center Hours):

Work is permitted during operational hours of the center however, no work may be completed at the detriment of surrounding or nearby tenants. If complaints are received from tenants that are open for business, then the remaining work must be completed during off hours at the contractor's expense. If work is to be completed during the day, contractor should make all reasonable efforts to complete noisy work outside of the adjacent tenants open hours.

RULES & REGULATIONS

1. Tenant or Tenant's Contractor shall coordinate with Vestar Property Management for information regarding required Roofing, Fire Sprinkler and Fire Alarm vendors. These are the required vendors for Shops F:
 - a. **Fire Alarm Monitoring - Aero Automatic - Required** trade contractor for connection to existing system for Fire Alarm Monitoring.
 - Christian Adams – 623-580-7827 - Christian.Adams@aerofire.com
 - b. **Fire Sprinkler - Trojan Fire - Required** trade contractor for connection to existing system for Fire Sprinklers.
 - Brad Hicks, brad@trojanfirepros.com, 602-821-3473
 - c. **Roofing - Progressive Roofing - Required** trade contractor for roof penetrations,
 - Cory Rice – Roofing Manager, Phone 602-809-3821 – cory.rice@progressiveus.com.
2. Use of the front door is prohibited during construction unless there is no access through the rears.
3. Any modifications on sprinkler system and/or fire control systems will be made at Tenant's expense and coordinated with Vestar Tenant Coordinator.
 - a. Tenant must contact property management to schedule a shutdown of any electrical or fire systems.
 - b. Shutdowns must be performed outside of center hours
 - c. Contact Property Management to place the fire system on test. A 24-hour notice is required.
4. Contractors are 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. Temporary power may be provided by Landlord. Temporary power is for construction use only.
5. All crane and lifting activities must be coordinated with property management prior to work being performed, and insurance certificate for that vendor is required to be on file.
6. Upon completion of improvements all inspections must be done prior to merchandising and Fixturization of space. A copy of the Certificate of Occupancy must be provided to Landlord, prior to store opening. As-builts must be provided once construction is completed.
7. Signage must be posted for public safety and/or general warning. Landlord reserves the right to install or remove signage. All contractor and tenant signage must be approved by Landlord prior to placement.

STAGING/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). A staging plan will be provided. Contractor's materials must be stored inside Tenant's space, or staging area at all times. If necessary, Port-a-Johns will be approved in a location designated by Property Management. If staging area requirements need to be modified, please reach out to the Tenant Coordinator.

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, ADA parking, fire lanes and established loading zones is strictly prohibited.

COORDINATION AND COOPERATION AND CONDUCT GUIDELINES:

The contractor shall not interfere or impede site or surrounding building work. 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 any. Workers shall be confined to approved staging areas and are required to always maintain a professional manner. Violation of the Rules and Regulations or violation of Basic Safety Rules and Regulations as required by O.S.H.A., entitles Vestar to remove the responsible person, party or company from the site. Any injury or accident must be immediately reported, in writing, to Vestar, attention: Kathy Schiller, General Manager.

MATERIAL AND EQUIPMENT SECURITY/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 routes. Contractors shall make every effort to ensure that deliveries are made during non-operating hours. Deliveries during operating hours must be approved and coordinated by Property Management. Deliveries to the site should be controlled so that materials are not stored for excessive periods of time. Delivery vehicles must be completely unloaded at curbside and then moved out immediately so traffic is not inhibited. Protection of any materials or equipment from weather, theft or other is Tenant/General Contractors responsibility. No material shall be kept in the service area, common walkways or outside the demised premise and staging area.

PROTECTION OF EXISTING SITE/UTILITIES:

The contractor is responsible for verifying the exact location of all existing utilities. The contractor shall protect utilities including construction temporary power and telephone lines at all times. Any damage to utility lines caused by the contractors operations shall be reported promptly to the respective utility company and Vestar Property Management. The utility company shall make repairs at the contractor's expense. The contractor is responsible for all cost of patching, repairs and replacement for work damaged by their work forces. If damage is not repaired, Landlord will repair at the contractors' expense. All contractors shall fence their respective work and staging area if work is outside the demised premise. In the event that multiple contractors are onsite, any construction damage outside tenant staging areas that is not claimed/claimed will be repaired by the landlord and deducted evenly from each contractors allowance.

TRASH:

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. Dumpster to be placed on-site in accordance with staging plan provided by landlord. All contact points between dumpster and asphalt must be buffered with plywood to minimize damage to paving. Dumpster may not remain filled to max capacity

for longer than 3 days. If dumpster is filled to max capacity for more than 3 days, landlord reserves the right to have the dumpster emptied and returned at the cost of contractor. Dumpsters must be fenced in, and each contractor must manage access to their own dumpster. Vestar will not be responsible for managing dumpster access or preventing usage from others.

CLEAN-UP:

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, or employees.

Any debris or damage found outside of the staging areas will be remedied by Landlord. If the responsible contractor cannot be determined, the repair expense will be deducted evenly from the contractor allowances of those onsite. 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.

SECURITY:

Contractor is responsible for all the security for their project. The contractors are responsible for protecting property, personnel, and their work. 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.

FENCING REQUIREMENTS:

1. Fencing must surround all dumpsters, staging areas, and any exterior work.
2. Fencing must have tan screening.
3. Anchoring into the common area floor is strictly prohibited.
4. Damage to Landlord property must be repaired to original condition within 24 hours. If contractor fails to repair said damage, Landlord reserves the right to make repairs and back charge contractor for such work with an additional 15% for overhead.
5. No contractor advertising/banners will be permitted unless approved by Landlord.

BARRICADE REQUIREMENTS:

If modifications or changes include the exterior of the building, storefront, or common area, the 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 review and approval prior to the start of construction.

THE REMAINING BARRICADE REQUIREMENTS BELOW ONLY APPLY TO CERTAIN TENANTS. PLEASE CONFIRM WITH TENANT COORDINATOR.

1. minimum 1/2" Plywood. OSB/Strand Board/Drywall is strictly prohibited. (Pressure treated plywood is required for projects exceeding 4 months in length to preserve the integrity of the barricade from inclement weather.
2. 4" PVC Vinyl Black Cove Base attached to the barricade bottom to run the length of the Barricade.
3. All surfaces to be painted to match existing building color. Paint spec to be provided by Landlord.

4. All screws/nails are required to be recessed.
5. If necessary for the project, barricade doors will be constructed using same material and are required to swing inward and not outward the common area.
6. A latch will be required to allow management access from the common area.
7. If required, 4 Mil Black Fire Retardant Poly Sheathing to be installed as a dust barrier from the rear and top of barricade to storefront. No sheathing will be fastened to the outside of the barricade walls.
8. Any damage to the barricade caused by construction will need to be repaired and comply with specifications within 24 hours of notice from Landlord.
9. Landlord reserves the right to modify specifications at any time for reasonable cause.

The above requirements are not to be all inclusive. Property management reserves the right to modify the Rules and Regulations at their discretion. Please see Property management with any questions or comments.

CLOSEOUT AND DEPOSIT REFUND

After project has been completed, the contractor may request a refund of their construction deposit, if applicable. For landlord to issue the refund, the following items need to be complete:✚

1. Final sign off by city (Certificate of Occupancy or equivalent) sent to landlord.
2. Electronic PDF copy of As-builts sent to landlord.
3. Tenant is open for business
4. A final walk through has been scheduled with Landlord and all Landlord punch items have been addressed.
5. Proof all material and equipment has been removed from the site.

TENANT SERVICE PROVIDERS - CONTACT INFORMATION

Each tenant will need to set up service/meters with APS. Each tenant will also be responsible for ordering service through Cox, Century Link (Lumen), and Southwest Gas as required for their business operations. Tenants are strongly recommended to place service orders as early as possible. Installation timeframes of the utility providers can be lengthy.

APS

To set up an account, contact the APS Helpdesk: 602-371-7171

Provide the representative with the address and premise ID. Premise ID's will be assigned by the Tenant Coordinator.

Southwest Gas

Each tenant will have to sign up for their own account and will receive their own meter.

(602) 525-8523 Phone

Cox Communications - Business

Each tenant will have to sign up for their own account. Please call:

April Roark

April.Roark@cox.com

Office: 623-328-2336

Mobile: 602.327.6233

Lumens - Century Link

Each tenant will have to sign up for their own account. Please call:

(800) 244-1111 Phone

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK:

RULES AND REGULATIONS ACKNOWLEDGEMENT SHEET:

Name on behalf of

Title

Store

Date

Vestar Representative

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****