

# SURPRISE MARKETPLACE

## 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 Property Management - Property Address: 13355-13379 W. GRAND AVE., SURPRISE AZ 85374**

#### Contacts:

- Matt Rhorer, Property Manager, [mrhorer@vestar.com](mailto:mrhorer@vestar.com), Direct 602-553-2717
- Chris Moffitt, Assistant Property Manager, [cmoffitt@vestar.com](mailto:cmoffitt@vestar.com), Direct 602-553-2626
- Jack Van Kleunen, Sr. Vice President of Construction, [jvankleunen@vestar.com](mailto:jvankleunen@vestar.com), Direct 602-553-2622
- Sally Monczka, Tenant Coordinator, [smonczka@vestar.com](mailto:smonczka@vestar.com), Direct 602.553.2650

### 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: General Liability \$2 Million aggregate / \$2 Million per occurrence / \$5 Million Umbrella.

<u>Certificate Holder:</u>	<u>Additional Insured 1:</u>	<u>Additional Insured 2:</u>
<b>Surprise Marketplace Holdings LLC</b> 2415 E. Camelback Rd. Suite 100 Phoenix, AZ 85016	<b>Heitman Capital Mgmt.</b> 191 North Wacker Drive Suite 2500 Chicago IL 60606	<b>Vestar Properties, Inc.</b> 2415 E. Camelback Rd. Suite 100 Phoenix, AZ 85016

2. Provide proof of Workman's Compensation and automobile coverage on certificate.
3. Provide a 24-hour contact list for General Contractor, which should include all Subcontractors onsite and 24-hour contact for Ownership of Tenant/Store.
4. Provide a copy of contractor's State of Arizona general contractor's and business license.
5. Provide a copy of the building permit as approved by the municipality.
6. Copy of as-builts submitted to Vestar upon completion.

7. A refundable construction damage deposit in the amount indicated in Lease is required for any Tenant work payable to **Surprise Marketplace Holdings, LLC**. If an amount is not listed in the Tenant Lease then the amount shall be \$2500. Any violations of policies and procedures will be subject to construction deposit.

### **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 review and approval prior to the start of construction.
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. Contractor must place privacy fencing to surround the dumpster (fencing company may not drill holes in asphalt).
  - b. Dumpster (and storage container if applicable) must be placed on ¾" plywood or boards to prevent damage to asphalt and/or concrete.
3. Tenant or Tenant's Contractor shall coordinate with Vestar Property Management for information regarding required Roofing, and Fire Alarm vendor.
  - a. Allstar Pro Painting – **Required** trade for all exterior paint repairs, Jesler Morales 480-695-1589 [jesler@allstarpropainting.com](mailto:jesler@allstarpropainting.com) or 480-664-8965
  - b. Metro Fire Equipment - **Required** trade contractor for connection to existing system for Fire Alarm and Sprinkler Monitoring.
    - Metro Fire Equipment – 480-464-0509
    - Sprinkler Monitoring: contact mall management to place system on Test
  - c. Five Guys Roofing - **Required** trade contractor for roof penetrations, Dave Nichols – Roofing Manager, Phone 480-549-9472 – [dave@fiveguysroofing.com](mailto:dave@fiveguysroofing.com).
  - d. All State Fencing – Recommended privacy fence vendor, Phone: 602-233-1433
4. Any noise producing work (i.e. saw cutting, drilling, hammering, etc.) should be completed before or after Center hours. (See project work hours below).
5. Use of the front door is prohibited during construction, unless there is no access through the rears.
6. Contractor's materials must be stored inside Tenant's space, or staging area in parking lot, at all times.
7. Any modifications on sprinkler system and/or fire control systems will be made at Tenant's expense and coordinated with Tenant Coordinator in advance of the work being performed.
  - a. Tenant must contact mall management to schedule a shut down.
  - b. Shut down and work must be performed outside of mall hours.
  - c. Fire hose must be connected to fire system drain pipe that leads to the nearest catch basin to prevent rust and hard water stains on concrete and hardscape.
8. Installation and removal of temporary storefront barricade must be completed either prior to or after Center operating hours. **Please see the barricade requirements on page 4.**
9. 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.

10. 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.
11. All crane and lift equipment placement must be coordinated with Center management prior to work being performed, and insurance certificate for that vendor is required to be on file.
12. Upon completion of improvements all inspections must be done prior to merchandising and Fixturization of space. **Certificate of Occupancy must be issued, and provided to Landlord, prior to store opening.**
13. 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 be removed from the site. Any injury or accident must be immediately reported, in writing, to Vestar, attention: Matt Rhorer, Property Manager.

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

- Monday to Saturday 9:00pm – 9:00am
- Sunday 6:00pm – 9:00am
- 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.

#### **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.

**XIV. BARRICADE REQUIREMENTS:**

**MINIMUM REQUIRED IS FENCING WITH TAN MESH SCREEN SURROUNDING DUMPSTERS, STAGING AREA AND/OR SURROUNDING YOUR ENTIRE EXTERIOR WORK AREA (IF APPLICABLE).**

1. Anchoring into the common area floor is strictly prohibited.
2. 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.
3. No contractor advertising/banners will be permitted unless approved by Landlord.

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

1. Minimum 8' tall. 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. Barricade construction is permitted between: 5:00 A.M. - 10:00 A.M. Depending upon location, evening hours may be permitted.
10. Landlord reserves the right to modify specifications at any time for reasonable cause.

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.

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**RULES AND REGULATIONS ACKNOWLEDGEMENT SHEET:**

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Store

\_\_\_\_\_  
Date

\_\_\_\_\_  
Matt Rhorer  
Property Manager  
Surprise Marketplace

\_\_\_\_\_  
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\*\*\***