



**MERCHANT CONSTRUCTION
RULES AND REGULATIONS**
Revised May 24, 2017

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Telephone Contacts

<u>DEPARTMENT</u>	<u>CONTACT</u>	<u>TELEPHONE #</u>
<u>TAUBMAN CO., TENANT COORDINATOR</u>	Randy Tambourine	(248) 258-7625
<u>SHOPPING CENTER MANAGEMENT OFFICE</u>		(248) 454-5010
<u>FACILITIES STAFF</u>		
Facilities Director	David Boes	248-454-5010 – x 3210
Facilities Superintendent	Ed Childers	248-454-5010 - x 3209
<u>SECURITY STAFF</u>		
Security Director, Allied Universal	Jim Goeztinger	(248) 454-5015
Asst. Security Director, Allied Universal	Howard Piotrovsky	
<u>EMERGENCY PHONE NUMBERS</u>		
Fire/Rescue		911
City Police		911
<u>NON-EMERGENCY NUMBERS</u>		
City of Auburn Hills Police/Fire Dispatch		(248) 370-9444
<u>INSPECTOR PHONE NUMBERS</u>		
City of Auburn Hills Building Dept. Inspections		(248) 364-6900
Fire Prevention Bureau		(248) 370-9461
<u>UTILITY NUMBERS</u>		
Phone	Granite	(855) 478-4743
Gas	Consumers Energy	(248) 858-4511

LANDLORD REQUIRED CONTRACTORS

ROOFING CONTRACTOR - Newton Crane Roofing	David Jodway	(248)332-3021
BUILDING AUTOMATION SYSTEM – Campbell Mech.	Scott Hurst	(734) 769-1190
FIRE ALARM CONTRACTOR - Premier Electronics	Ross Carraway	(586) 247-5356
FIRE SPRINKLER SYSTEM – VFP Fire Systems	Brian Crose	(248) 585-6770
WASTE REMOVAL – Sterling Sanitation (WM)	Roger Ulrich	(586) 949-1690

1. **Open Tops – Sterling Sanitation (Waste Management) 586-949-1690. All open top containers for construction will be placed in the South gravel lot next to Steak & Shake. Contractors to mark their respective open tops with the company name & space number.**

ELECTRICAL METER INSTALLATION-CENTER LINE ELECTRIC	Bill Hagyard	(586) 757-5505
AERO PAINTING – Storefront/Common Area Painting	David Alford	(248) 931-5602

All painting of storefronts to be done by Aero Painting at Landlord cost. Contractor to call Aero prior to paint.

BARRICADE INSTALLATION – Envy Modular	Doug Spear	(248) -431-2651
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LANDLORD PROHIBITED CONTRACTORS

Artisans Group LLC – 306 S. Washington Ave. Royal Oak, MI 48067

D&B Electric Company – 33125 Louise Ave, Clinton Twp., MI 48035

Design Electric – 6122 Bedford Ave, Flint MI 48507

Sterling Millwork – 23350 Commerce Drive, Farmington Hills, MI 48335

SCHEDULE OF FEES AND FINES

1. **CONSTRUCTION DEPOSIT - \$3000.00** The Merchant general contractor needs to request in writing the return of the initial \$3000.00 refundable construction deposit. The center will return the deposit, less any costs incurred by the Landlord during construction, within 60 days of turn over to tenant. Deductions will include, but not be limited to, the cost of: Non-routine/excessive construction clean up, property damage, additional barricade graphics or barricade damage, helicopter or crane lifts, etc. A fee of \$100.00 per unit will be deducted to replace AHU filters if return air grills are not sealed with MERV 8 filter media.
2. **FACILITIES FEE - \$950.00 - \$1,250.00** A fee of \$950.00 for stores with storefronts up to 25' wide or a fee of \$1,250.00 for stores greater than 25'-0" will be charged on all store construction. The fee supports the operational impact the tenant's construction has on the shopping center. Payment is to be provided to center management before the space is turned-over for construction.

3. Crane Lift - \$400.00 the fee for crane lifts of equipment on and off the roof is \$400.00. The contractor is required to provide 48 hours notice prior to crane lift excluding Saturdays, Sundays and legal holidays. The crane company must provide evidence of insurance meeting center requirements.
4. Helicopter Lift - \$600.00 the fee for helicopters to move equipment on the roof. The contractor is required to provide 48 hours notice prior to helicopter lift excluding Saturdays, Sundays and legal holidays. The helicopter company must provide evidence of insurance and evidence of FAA approval to fly over the area.
5. Satellite Dish Installation - \$500.00 Satellite dish attachments to the roof must be in accordance with the approved structural drawings or specific center roof requirements. Ballast or platform mounts are not permitted. Secure to metal or store HVAC. Contact Center for designated roofing contractor and site specific information.
6. Carpet Tile - \$50.00 each Contact mall facilities superintendent for type and quantity available. Must be installed by Center contractor.
7. Cleaning and Trash Removal Fine - \$150.00 per person-hour (2 hr min).
8. System Drain Down - \$500.00 - A sprinkler drain fee of five hundred dollars (\$500.00) is required for each drain down on the systems. The contractor is required to schedule drain down 48 hours in advance. Any shutdown not performed in the specified period will be charged an additional rate of fifty dollars (\$50.00) per hour. Payment by check must be delivered to Center Management prior to the drain down.

Sprinkler systems will not be drained on weekends, holidays, nights or when the center is open to the public. Systems may be drained between the hours of 7:00 a.m. and 9:00 a.m. Sprinkler systems must be charged and reported back in service no later than 9:30 a.m. earlier drain downs may be arranged.

Sprinkler drain-downs that require the fire protection system to be down for extended periods, at night or other periods will require the merchant's contractor to post a "Fire watch" in the affected area. Allied Universal Corporation personnel are the only authorized to stand "Fire Watch." The merchant's contractor shall have previously executed a Service Agreement with IPC International and scheduled the appropriate shutdown with the center management office before the system will be shutdown.

9. Emergency Shutdown - \$750.00 A sprinkler system shutdown fee of \$750.00 plus associated labor and material costs will be charged for any emergency shutdowns involving damage or leaks to the system. The associated cost will be deducted from the construction deposit if not provided by the contractor responsible for the damage that caused the leak.

Checks to be made payable to:

Taubman Auburn Hills Associates, Limited Partnership d/b/a Great Lakes Crossing.

CONSTRUCTION PREREQUISITE'S

Merchant's general contractor shall submit the following documents before scheduling a pre-construction meeting with the center management staff. It is requested that the general contractor obtain a copy of the Construction Rules and Regulations and review them prior to the pre-construction meeting.

1. Building Permit

2. General Contractor Certificate of Insurance - Must include the following:

Comprehensive General Liability: A blanket policy for the amount not less than \$2,000,000 for any one occurrence.

Comprehensive Automotive Liability: Include ownership, maintenance and operation of any automotive equipment in the amounts indicated as follows:

Bodily injury (Personal injury or Death) in the amount of \$2,000,000 for each occurrence.

Property damage in the amount of \$2,000,000 for each occurrence.

Submit required Workman Compensation documentation as regulated by your state law, an amount not less than \$2,000,000 and any additional amounts as required by other applicable statutes.

The following to be additionally insured: Taubman Auburn Hills Associates, Limited Partnership and the Taubman Company, L.L.C., as Managing Agents, as additionally insured. Note coverage is primary and not contributory with any other insurance carried by the additional insured.

3. Merchant Certificate of Insurance- Merchant is responsible for providing the center management office with an up to date Certificate of Insurance that satisfies insurance coverage identified in the Lease Agreement. **The Merchant's general contractor will be permitted access only after receipt and approval of merchant satisfying insurance requirements.**

4. Construction Deposit - Submit a three thousand dollar (\$3,000) deposit check made payable to Taubman Auburn Hills Associates, Limited Partnership d/b/a Great Lakes Crossing.

5. Set of Landlord approved construction drawings - This should be reviewed by the general contractor before the pre-construction meeting. A set of approved Landlord drawings shall be posted on the construction site at all times.

6. Subcontractors List – List of subcontractors to be used by the general contractor during the construction process is to be provided. In addition, the general contractor shall complete the remainder of the form and provide the appropriate dates and construction costs.

7. Submit Facilities Fee - A fee of \$950.00 for stores with storefronts up to 25' wide or a fee of \$1,250.00 for stores greater than 25'-0" will be charged on all store build-outs. The fee supports the operational impact the tenant's construction has on the shopping center. A check made payable to Taubman Auburn Hills Associates Limited Partnership is to be provided to center management before the space will be turned-over for construction.

8. Construction Schedule – A paper copy of the construction schedule must be presented to the landlord at the pre-construction meeting. Turnover of the tenant space will not occur until a written schedule is received

PRE-CONSTRUCTION MEETING

It is the Landlord's intention to ensure a smooth and steady construction process for each individual Merchant. The Merchant's construction drawings have been through an extensive process to confirm compliance with the Landlord's criteria. During the pre-construction meeting, the general contractor will be made aware of the Merchant/Landlord relationship and the obligations the general contractor has while acting as the Merchant's construction agent. Any concerns should be addressed at this time. All preventive measures outlined at this meeting can save time and money in the long run.

The General Contractor is responsible for scheduling a pre-construction meeting with Center Management 48 hours prior to space turn over date.

Specific requirements will be discussed during the pre-construction meeting. The general contractor is responsible for ensuring that all sub-contractors involved with construction are fully aware of all information contained in this manual.

The Landlord approved construction drawings will be reviewed during this time. The general contractor will be made aware of all stamp and written comments on these drawings. All comments shall be incorporated into the actual store construction. One set of these approved documents must be kept on the job site at all times.

Complete the lease line inspection and acceptance forms with Center Management.

GENERAL RULES

The following rules and procedures shall be strictly adhered to during all phases of Merchant Construction.

1. Construction shall comply in all respects with applicable Federal, State, County and/or Municipal Statutes, Ordinances, Regulations, Laws and Codes.
2. General Contractor will have a Superintendent on site at all times. Landlord's "Construction Rules" will be posted and available in the space at all times.
3. Construction workers, Merchants, and Merchant contractors are expected to act in accordance with any and all regulations established by Center Management. Abuse, disrespect, or insulting action toward customers, Merchants, Great Lakes Crossing personnel, IPC Security personnel or other support staff will not be tolerated.
4. Deduction from your construction deposit will occur if Center Management incurs costs related to Contractor's work at the Center. The deposit less any deductions shall be returned to the originating party following correction of pre-opening checklist items, store opening, or outstanding punch list items, including an air balance report.
5. Located in the Merchant space during all construction phases must be two or more fire extinguishers as required by the size of the project.
6. The operation of core drilling, jack hammering, hammer guns and nail guns, or any other construction equipment that creates loud or bothersome noise, must be done before 9:00 a.m. or after 10:00 p.m., so that it does not interfere with normal operation of the center or stoppage of work could be ordered.

7. All rooftop equipment and support steel shall be approved by Landlord and painted in accordance with the Landlord's schedule.
8. Merchant installing rooftop equipment shall stencil such equipment with Merchant's name and space number using two-inch high, black vinyl letters.
9. All Merchant Contractors will enter through designated Service areas. Workers are not allowed to carry tools or construction materials into the Center between the hours of 9:00 a.m. through 9:30 p.m. Monday through Saturday and Sunday 11:00 a.m. to 6:30 P.M. No wheelbarrows or wheeled vehicles are permitted within the common area during Center hours. All wheeled vehicles must have rubber tires.
10. Tools and construction materials must be transported using the service elevators only. In addition, all tools and construction materials must be stored in the Merchant's space at all times and are not allowed to be stored in the Center or Service Areas at anytime. The use of gas and propane equipment is prohibited
11. Only Great Lakes Crossing Personnel are authorized to use Great Lakes Crossing compactors, trash carts, dollies, tools or equipment. Absolutely NO equipment will be loaned for use.
12. All work shall be done within the confines of the Merchant's barricaded space. No work will take place in the common area of the center.
13. Great Lakes Crossing is a smoke free environment. Smokers are required to extinguish smoking materials or smoke outside the building if reports of smoke are received from adjacent spaces construction will be halted, fines may be assessed.
14. Merchant Contractors in violation of any rules will be subject to forfeit all or a portion of the security deposit and a complete construction shutdown.
15. Service Courts are intended for shipping and receiving parking of vehicles is a violation of the local fire code regulations and Great Lakes Crossing Outlets policy. Vehicles parked in the "No Parking" areas will be towed and impounded at the expense of the vehicle owner.
16. All Electronic Article Surveillance (EAS) systems must be wall or ceiling mounted, ie; Sensormatic Discreet Systems or Sensormatic Concealed Systems. No floor mounted pedestal systems will be allowed!

LANDLORD'S RIGHT TO STOP CONSTRUCTION: Landlord reserves the right to stop construction at any time for safety or aesthetic reasons or if Contractor or Subcontractor's representatives violate the rules and policies contained in this manual.

PREMISES ACCEPTANCE WALK-THROUGH

The following items will be reviewed during the premises acceptance walk through;

1. **Utility Tie In Locations**
 - a) Smoke detector (if applicable)
 - b) Pneumatic Line or electronic control network (if applicable).
 - c) HVAC Connections (if applicable)
 - d) Sprinkler main and tie in locations
 - e) Domestic water
 - f) Sanitary Line
 - g) Vent line (if applicable)
 - h) Toilet exhaust vent (if applicable)
 - i) Exhaust fan shafts

- j) Telephone service
- k) Electric service
- l) Gas line (if applicable)
- 2. Lease Line**
- 3. Existing Conditions**
 - a) Line floor material
 - b) Neutral piers
 - c) Mall soffit
 - d) Lease Previous Merchant file review and/or prints
 - e) Service corridor, service area, dumpster location, service elevator, overhead doors.
- 4. Designated Loading Dock and Routing of Material Deliveries**
- 5. Premises Acceptance Form:**

Demolition and /or construction can cause unintentional damage. To protect both parties from any damage claims, representatives of the Landlord (Center Management) and general contractor will inspect the Merchant space before construction. Existing conditions within the Merchant space and adjacent area will be inspected, and noted with the date on the Premise Acceptance Form. From this date forward, the general contractor will be responsible for protecting the listed items and any other areas the general contractor or subcontractors occupy.

BARRICADES, STOREFRONT ACCESS AND DOORS

1. Merchants starting construction may be required to construct a temporary barricade. Consideration to custom barricade installations may proceed only if permitted under the merchant's lease agreement and barricade presentation approved by Tenant Coordination and Center Management. The Contractor shall coordinate installation and attachment with Envy Barricade Company. The Contractor is responsible for the repair and cleaning of the barricade and associated signage.
2. Part of the barricade may be comprised of painted glass or wall covering installed on the inside of the Merchant's storefront glass and/or storefront entrance. The paint or wall covering must remain intact throughout construction. The Merchant shall reimburse Landlord for use of such barricade as provided for in the lease. Contractor will be assessed a fee for any damages necessitating replacement or repairs.
3. If applicable, The Merchant Contractor may contact Envy to move the barricade out approx. four-feet (4'-0") from the lease line for work on the storefront. This shall be accomplished in a stable and professional manner and under the supervision of Center Management. The barricade must remain rigid, squared, and plumb throughout store construction.
4. All Merchant storefront glass, storefront entrance, barricades and demising partitions must remain in a sealed condition. Visqueen across the entrance, tape over glazing butt joints or other types of protection are required during demolition and construction. Contractor shall cover top of the barricade and all perimeter openings to the highest secure point. Visqueen shall be used (at least 1 mil weight) to ensure that no construction dust enters the common area and adjacent Merchant spaces. If it becomes necessary for Center Management personnel to clean any areas adjacent to the space, (due to construction debris or dirt) the Contractor will be charged the applicable billable rate for the time and material expended on the clean up. Contractor shall also ensure that visqueen is installed over the rolling grille opening or any other part of the storefront that will permit dust into the mall common area.
5. No type of signage is allowed on the barricade except that which is installed by the Landlord
6. The exposed mall floor material shall be covered by plywood, carpet or Masonite to prevent damage to it.
7. If there is no adjacent corridor or service door to be installed, the Contractor may contact Envy to install a door in the barricade. This door shall be equipped with a device to ensure the door remains

in a closed position at all times. This will prevent unauthorized personnel from entering the site and help contain dust within the space. Barricades for Merchant space not having a back door may have a front door (one section paneling) that must be secured and locked each night and kept closed during Center hours by Contractor.

8. If the space has a service corridor door, the door must remain closed and locked at the end of the contractor's workday.
9. When the store is completed, the Merchant General Contractor will be responsible for contacting Envy to disassemble and removal of the barricade. The Removal of the barricade must be as directed and approved by Center Management and coordinated 48 hours in advance. Paint or paper applied to storefront windows in lieu of barricade may not be removed without Management office approval. The removal of paint or paper, and cleaning of the storefront window is the merchant and or contractor responsibility
10. Upon completion of the job and following removal of the barricade, it is the Contractor's responsibility to paint and clean all surfaces used to secure the barricade. (See Material and Paint Specifications)

DEMOLITION AND GENERAL CONSTRUCTION

1. Demolition can occur **only** during the hours of 9:00 PM thru 9:30AM and shall not interfere with the daily operation of adjacent Merchants or center common areas. Be aware of work that may cause excessive vibrations, which can damage merchandise or finishes within adjacent Merchant spaces and/or surrounding areas.
2. The majority of merchant spaces have openings in the demising partition that runs the entire length of the store. This condition creates a huge opening in the wall that noise, dust, fumes, odors, etc. easily travel through and into the adjacent merchant space. The operating merchant is entitled the quiet enjoyment of their space, as necessary to effectively conduct business. Demolition activities that create a disruptive or hostile environment for the adjacent merchant will be stopped during the business day and the contractor will be required to perform work during non-business hours.
3. The contractor is responsible for properly isolating all smoke detection, fire alarm systems, monitoring system, electrical systems, fire protection systems, etc. that could cause the uncontrolled/unplanned release or energy or false alarms. The contractor shall follow all lockout/tagout procedures and coordinate isolation of any systems traversing the space with the shopping center facilities supervisor. Please be sure to contact the mall fire alarm system contractor to obtain and install the proper dust covers or to temporarily remove the detector from service during the store demolition or construction.
4. The contractor shall contact the mall building automation system contractor to disconnect and remove any VAV boxes or VAV box components. The contractor shall not in any way tamper with or disconnect the communication lines leading or connected to the VAV box, the sensor or other building automation system devices. The associated communication lines control the mall smoke exhaust system and could cause a system failure if improperly disconnected. Noncompliance with this requirement will involve repair cost deductions from the GC's construction deposit and possible work stoppage.
5. Remove all existing electrical, mechanical, plumbing and other utilities and equipment to the source. Do not abandon any unused equipment, piping, metal studs or track.
6. The shopping center adheres to strict security measures to secure the property during both business and non-business hours. If the contractor is performing demolition or construction work that requires doors to be open that would otherwise be locked, the contractor is required to post additional security personnel in the door area. The contractor is required to use Allied Universal Corporation personnel and may be contacted at the phone numbers identified in the attached "Addendum." Additional security personnel may also be required to access adjacent merchant spaces, secure mall common spaces, roof or other areas determined to be sensitive by the Facilities Director.

NOISE, DUST & ODORS

If the shopping center security or facilities staffs identify excessive noise or odors, the general contractor is required to cease the operations that create the unacceptable condition. The merchant's contractor is required to perform noisy, dusty or odor-producing work during non-business hours. The Contractor is required to install the necessary visqueen barrier to prevent dust or fumes from traveling to the adjacent space.

1. A fee of \$125.00 per unit will be deducted from construction deposit to replace AHU filters if return air grills are not sealed with MERV 8 filter media.

CONCRETE (IF APPLICABLE)

The general contractor is required to be present during the entire concrete pouring process to ensure that concrete contractor is aware of and complies with the following requirements.

1. Routes into mall from concrete truck shall be as designated by Center Management.
2. All concrete pours shall be scheduled with the Center Management a minimum of 48 hours in advance.
3. Layout of any "new" Merchant spaces on grade shall be performed in accordance with the Landlord's Space Layout, contractor designated by the Landlord. The concrete slab must be made ready to fully accept the bottom track of the demising wall.
4. Concrete trucks must stay outside of the curb around the perimeter of the building. No trucks will be allowed on the sidewalks or curbs.
5. All Concrete Contractors shall put down visqueen and plywood along the route the concrete is routed through the Center to the Merchant's premises. This shall include the area around and directly below the truck.
6. When pumping concrete to the site, provide wood blocking below the coupling flanges. The flanges shall not rest on the deck.
7. No concrete carts or wheelbarrows will be allowed through the main Center entrances at any time
8. Concrete trucks are absolutely forbidden to wash-out or dump any unused concrete on any portion of the Center property.
9. Gas or propane powered concrete buggies are not allowed at any time within the project building. Only manual equipment shall be utilized.
10. Floors on grade: All slabs on grade shall consist of concrete with a minimum strength of 3,000 PSI, a minimum 4" thickness with 6" X 6", W1.4 WWF. steel reinforcing and a visqueen vapor barrier (minimum 4 mil) on compacted fill. Merchant shall provide additional sand fill and/or remove excess as required. A petroleum based (bituminous) coating shall be applied at the base of all steel columns.

DEMISING WALLS

1. Demising walls consist of 4" metal studs, 16" o/c., floor to structure above, with one layer of 5/8" fire-rated gypsum board, fire taped and spackled from the floor to 12'-0" a.f.f. Finished demising walls shall be installed in such a manner that the resulting partition is open above 12'-0" a.f.f. to the underside of the roof structure above or as indicated on the Landlord approved construction documents.

2. The demising wall will be located per dimensions indicated on the Landlord's architectural drawing (A-2). Any dimensional inconsistencies between the Space Layout drawing and the Landlord approved construction drawings should be brought to the immediate attention of Center Management.
3. Demising walls do not possess any structural value. The general contractor shall provide structural reinforcement if Merchant's construction is to be attached to or supported from the demising wall. The Landlord's structural engineer must approve structural drawings.
4. The general contractor shall schedule "new" demising wall installation with Center Management. Floor conditions must be level and structurally sound to accept the bottom metal track.
5. If area above the ceiling is used as a return-air plenum, the number and size of the return-air openings will be indicated on the Landlord approved construction drawings. The general contractor shall secure these openings with screening specified by Center Management. Screening is to be 16 gauge 1" x 2" welded wire fence.
6. Standards may not be recessed into any fire-rated demising walls. A second layer of drywall must be used to conceal the standards.
7. The Landlord has provided a pre-finished storefront. The general contractor shall repair any damage to the Landlord's storefront finishes caused by demolition or construction.
8. An expansion joint shall be incorporated into walls if an expansion joint exists within the space. Since some demising walls are fire rated, the general contractor shall verify code requirements with the local building department. Landlord approval is required for the aesthetic treatment of any expansion joint details.

SERVICE DOORS/REAR EXIT (IF APPLICABLE)

1. Rear service/exit doors and frames shall be commercial grade, "B" label construction with a minimum size of 3' X 6'-8" or 7'-0". All doors shall be equipped with a door closer located on the Merchant (interior) side of door. All exit doors shall have appropriate fire exiting hardware. Verify code requirements with the governing agency.
2. After installation of Service/Exit door, Merchant shall restore the service corridor to its original condition.
3. Service/Exit door shall be finish painted a color specified by Landlord and labeled by the Landlord with store name as specified by Center Management.
4. A doorbell must be installed at service corridor doors to alert Store Personnel of deliveries.
5. A recessed vestibule is required. This vestibule is considered part of the service corridor assembly and must be constructed in compliance with the applicable. A sprinkler head is required in the vestibule.
6. 4'-0" X 4" X 4" metal corner guards and fire-rated wood base treatments are required at both returns into the vestibule. Vestibule walls shall be painted to match the adjacent corridor.

ELECTRICAL

The general contractor shall ensure that the electrical contractor is aware of and complies with all Landlord comments on the Landlord approved construction drawings.

Electrical Meter Information:

All new tenant build outs are required to install a new digital, remote read electrical meter. The Landlord will order the new electrical meter. Center Line Electric, Inc. is the required electrical meter installation contractor for the shopping center and will install the new electrical meter upon its delivery.

1. Merchant, at its expense, shall furnish a complete electrical service from Landlord's secondary distribution equipment to a point within the leased premises. This work shall include, but not to be limited to, furnishing and installing a fusible disconnect switch at Landlord's distribution equipment and conduit and conductors of sufficient capacity for Merchant's requirements. Conductors will be one continuous run from the disconnect to Merchant's disconnect. The type and size of the electrical service will be as specified on the Landlord's approved construction drawings. Center Management will designate location of the power source to the space and required labeling. The general contractor and Center Management should walk the route to verify the methods of attachment, support, penetrations, etc. This will be same for telephone and music services.

If an electrical service requires replacement, the centers contracted electrician will pull the abandoned or existing service back to the electrical room and make the connection in the electrical room of the tenant's new electrical service. No other electrical contractors will be allowed to do this work or have access to the center's electrical rooms.

2. All wiring shall be in conduit (rigid or EMT). Flexible conduit may not be used for extended runs or in lieu of conduit in partitions. Flexible conduit may be used in lengths not to exceed 6' for finish connections only.
3. Temporary power may be available from a source designated by Center Management. Any temporary electrical wiring located outside the leased premises shall be placed in a metal casing. All temporary wiring used during construction (e.g. phone, power, service, etc.) shall be in conduit and removed before project completion.
4. All circuit panels must be balanced. Balancing will be verified by the Center Management and Electrical Contractor.

FLOOR/DECK

All penetrations through any concrete floor slabs must be coordinated with Center Management. Core drilling, saw cutting, jack hammering, bush hammering, chipping, etc., are not permitted without prior approval. The general contractor must perform a field survey (**x-ray**) of the area below any proposed floor penetration to verify the existence of any electrical, mechanical, etc., equipment.

1. All restaurant and toilet room floors are to be waterproofed with an elastomeric membrane. Waterproofing must extend a minimum of four inches (4") up all wall surfaces.
2. Floor drains are required in all toilet room and kitchen areas. The floor shall be sloped to the drain to ensure proper drainage.
3. Some on-grade slabs contain conduit/piping for telephone, electrical, plumbing, etc. Coordinate any cutting and drilling through slabs with Center Management. A detection survey may be required.
4. Transitions between dissimilar floor materials shall be smooth and flush. The use of transition or reducer strips is not permitted.

5. The general contractor shall field verify the existence of expansion joints within the space. Some floor slabs are fire-rated. Verify that expansion joints meet all code requirements. Landlord approval is required for aesthetic treatment of this joint.
6. Repair of any damaged floor material from demolition or construction is the Merchant Contractor's responsibility. The Contractor shall contract directly with the mall approved flooring contractor for repairs.
7. No floor mounted pedestals/sensors are permitted.

MALL FLOORING SPECIFICATIONS

- A. Type #1: Districts 1,2,3,4,8 and 9
Custom Carpet Tile: Cost \$50.00 per tile. Contact mall facilities superintendent for type and quantity available.
- B. Type #2a: District 5
Hard Maple: No. 1 Grade, 3/4 "thick, 2-1/4" face width, tongue groove, kiln-dried lumber in average bundles with MFMA grade stamp.
- C. Type #2b: District 6 and 7
Hard Maple: No. 3 Grade, 3/4 "thick, 2-1/4" face width, tongue groove, kiln-dried lumber in average bundles with MFMA grade stamp.
- D. Type #3: District 6 and 7
White Oak: No. 1, 3/4" thick, 4" face width, tongue and groove, kiln-dried lumber in average Length bundles with NOFMA grade stamp

CEILINGS

1. If the area above the ceiling is used for a return-air plenum, the general contractor must ensure that all ceiling components are plenum rated.
2. Maintain access to all Merchant and Center equipment above the ceiling per all codes and maintenance requirements. Coordinate access panel locations with Center Management, the building inspector, and Landlord approved construction drawings.
3. The maximum ceiling clearance will be designated on the Landlord's space layout. If Merchant desires ceiling elevations higher than those permitted, relocation of plumbing, electrical, mechanical, fire protection, etc., will be at Merchant's expense. Use of Center's subcontractors may be required.
4. An expansion joint must be incorporated into the ceiling construction if present within the space. The general contractor shall verify code requirements with the governing agency. Landlord approval is required for aesthetic treatment of this joint.
5. Do not remove or relocate any existing support hangers.
6. Structural Heights - Roof Deck +/- 22'-0" varies
7. At no time shall anything be attached to the corrugated roof decking.

GAS (IF APPLICABLE)

A gas manifold has been provided in service court areas. Center Management shall direct the general Contractor on the routing, type of support, etc., for this piping.

1. Exposed pipes in service areas shall be painted.
2. Enclosure requirements should be verified with the local government agency. Vented shafts, chases, etc., may be required along the route.

HAZARDOUS MATERIALS

1. The identification, handling, and disposal of hazardous materials, as determined by federal, state, county, and/or city statutes, ordinances, regulations, laws and codes, are the responsibilities of the general contractor.
2. Center Management will request Manufacturer Safety Data Sheets (MSDS) on certain materials, especially floor tile and adhesives (mastic). The general contractor shall ensure that all materials used in the store construction are identifiable, the MSDS's are already available (on the job site), and the applicable MSDS sheets are provided to Center Management.
3. All materials used in construction shall be "ASBESTOS FREE". Materials listed as "non-asbestos" are unacceptable and shall not be used for construction. The Merchant's Contractor is required to complete the "Asbestos Free" form provided by the shopping center.
4. Absolutely **NO** flammable materials shall be stored within the confines of the shopping center.

HOT WORK AND FIRE SAFETY

The General Contractor is responsible for ensuring fire safety and "Hot Work" precautions are taken throughout construction. "Hot work" is any work producing heat, sparks, flames or other ignition sources that may start a fire. This also includes use of flammable liquids or instantaneous Combustible materials. The following minimum requirements are to be followed throughout construction:

1. All "Hot work" is to be authorized by the facilities department before Scheduling work.
2. The general contractor is responsible for executing a Service Agreement With Allied Universal. This is required as part of supporting Training, monitoring and minimum safeguards are put in place before, During and after the Hot Work is performed.
3. The general contractor, fire watch and the subcontractor performing the Hot work shall view the "Hot work" video and review all fire safety Requirements with the Allied Universal Hot Work Supervisor or their Designee before work is performed.
4. The work site shall be made safe from combustibles and flammable liquids Within 35 feet of the "Hot work." The contractor shall provide welding Blankets or fireproof covers over combustible surfaces that may not be removed from the work site. Openings may also require fire-safing as Part of the set-up requirements.
5. The general contractor shall post a "Fire watch" that shall remain throughout the duration of the Hot work and for 1-hour after the

work is completed. The general contractor shall coordinate with the Allied "Hot work supervisor" to post a Hot Work Permit in a visible location Within the work area. Work may begin after the posting of the Hot Work Permit. The work area shall also be monitored for a minimum of 3-hours after the 1-hour fire watch is secured as a precaution again smoldering embers igniting a fire. The fire watch shall contact the security dispatch office a minimum of once every hour to report the work status and the condition of the effected areas.

6. The contractor shall provide a minimum of 2- 10# ABC fire extinguishers and possess an operable cell phone to contact the security dispatch office throughout the duration of the "Hot work" activities.
7. Penetrating, modifying or supporting materials from the exterior wall assembly may be considered "Hot work." The general contractor needs to review all work involved with the exterior wall with the facilities department before work is performed.

HVAC

The general contractor shall ensure that the HVAC/mechanical contractor is aware of and complies with all comments on the landlord approved construction drawings.

1. Any existing equipment to be reused shall be made "like new." This is applicable to air-handlers, condensing units, ductwork and any other portion of the HVAC system. Center Management may request that reused ducts be replaced if their integrity cannot be maintained.
2. Placement of any mechanical equipment on the roof shall be scheduled with Center Management. The design loads of the roof typically do not support loads greater than 25 PSF. Plywood laid across the roof with a "moon buggy" supporting the unit is a minimum. Loads greater than 200 pounds will require a crane and/or helicopter.
3. All curbs for HVAC equipment shall be new and installed by the Landlord's Roofing Contractor. The landlord does not allow for the use of curb adapters. Any re-use of existing curbs is not allowed and the existing curbs are to be removed.
4. HVAC equipment that produces a discharge or requires a drain shall be tied into the building's drainage system. Roof equipment cannot drain onto the roof as this eventually causes damage. Tie-in requirements shall be coordinated through Center Management.
5. All roof equipment (new or used) shall be painted. (See Addendum) Each piece of equipment will be labeled with store name and space number on two sides each facing the roof hatch and high monitor roof. Two-inch (2"), white vinyl letters will be used.
6. All process exhausts, hood exhausts, equipment vents and other contaminate exhausts when permitted by Landlord shall discharge vertically to the atmosphere, 20' minimum, horizontally away from any fresh air intakes, properly dispersing odors or fumes away from the site. A duct extending higher than the tallest air intake may be required if the 20' distance cannot be achieved. This may also be true for longer distances as each location is field coordinated.
7. Provide clear access to all equipment in the ceiling space.
8. Contractor will provide access panels to all Landlords' equipment and shut off valves.
9. If required, ceiling plenum unit heaters will have a thermostat set at 55F

10. When the system is ready for start-up, Center Management shall be notified at least 24 hours in advance, allowing time to schedule an operational inspection. The system shall be 100% operational before store opening.

MERCHANT STORES WITH VAV BASED HVAC SUPPLY SYSTEMS

1. The contractor must have a temperature control company perform an air-balance of the system. A certified air-balance report needs to be submitted to Center Management before the store opens. The general contractor's deposits will not be processed for return until this report is received.
2. The Merchant's contractor will furnish a project standard variable air volume (VAV) terminal box and thermostat, as specified on the Landlord approved drawings. The Merchant's general contractor shall ensure that all temperature controls are identical and compatible to existing center components.
3. Center Management will determine the supply-air, fresh-air, relief-air taps, etc. to be used. Any unused supply-air taps shall be capped and sealed. Air may not blow freely from any tap unless a VAV box is attached.
4. A flexible high velocity duct (maximum length 4') will attach the VAV box to the supply-air tap. The general contractor shall ensure the HVAC contractor does not install any dips, bends, or turns at this attachment. Any "kinks" may cause the VAV box to become inoperative or drastically impair the efficiency of the unit.
5. The center's HVAC system supplies air to various areas of the center and Merchant spaces. Attachments into the supply-air must occur when the system is off. Typically, the units are off between the hours of 10 p.m. and 9 a.m. Verify times with Center Management.
6. It is imperative that no VAV boxes be removed or modified without prior center approval. Each box contains a communication line that if disconnected will disable the life safety system. The Merchant's general contractor shall contract and coordinate directly with the center's building automation system contractor for all control items.

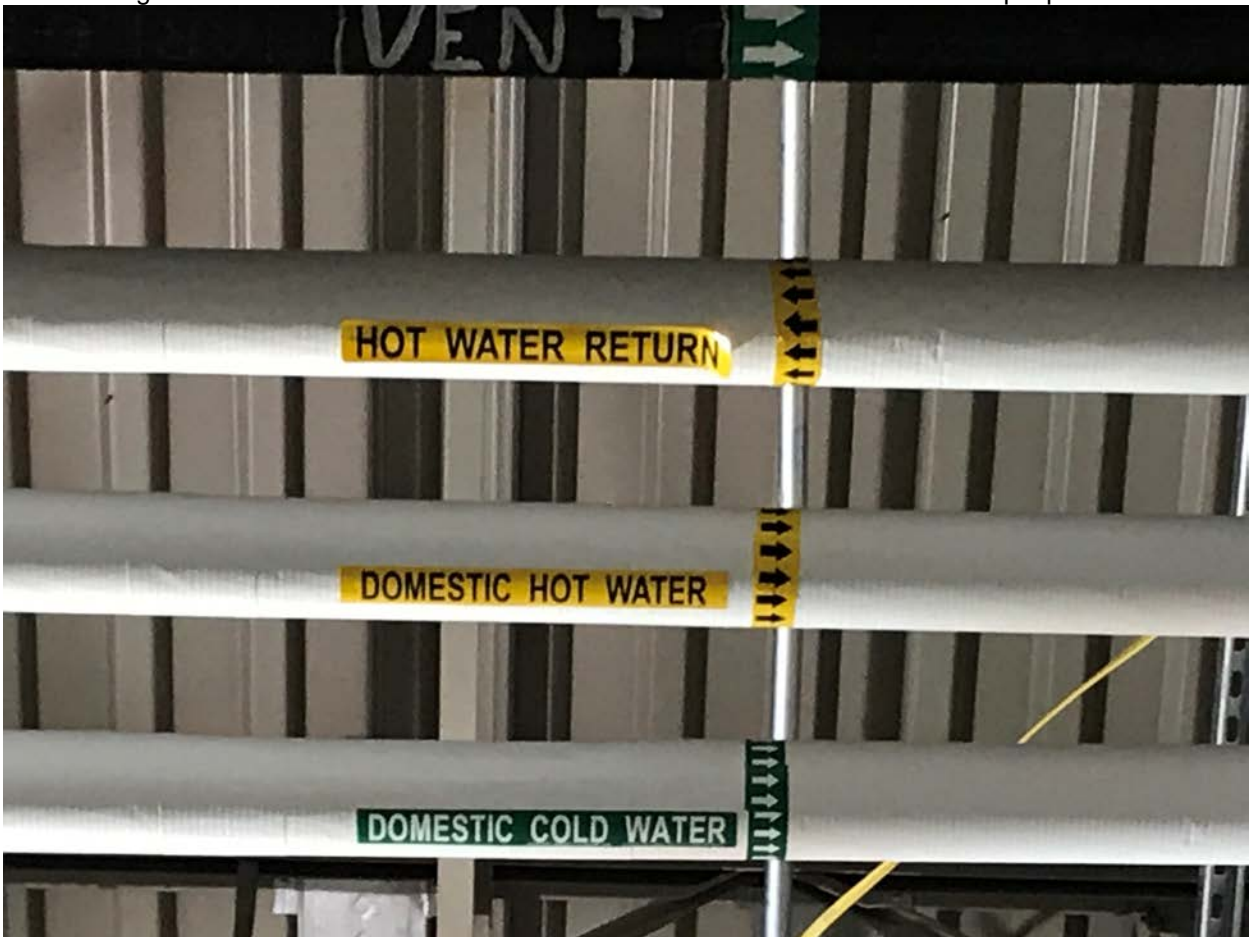
PLUMBING

The general contractor shall verify that the plumbing contractor is aware of and complies with all Landlord comments on the Landlord's approved construction drawings.

1. Center Management will designate sanitary, domestic water, air vent, and other utility lines to be used. These utility lines may exist outside the leased premises.
2. Ensure that all sanitary clean outs are exposed and remain accessible. Since many trades can affect this requirement, the general contractor shall ensure that all subcontractors are aware of any existing clean outs. Coordinate locations with Center Management after demolition.
3. The Merchant Plumbing Contractor shall furnish and install a domestic water meter (normally ¾" but VIF) in the Merchant space that reads in gallons. **Meter specification is Neptune T10 with a proread register (pulse output devise).** Michigan Meter in Madison Heights sells the meter locally (248-585-3700).

Such meter shall be located no more than 3 ft. above the floor and include shut-off valves on each side of the meter. Meter and valves are to be accessible at all times. Remote readers not allowed unless approved by Facilities prior.

4. All supply water lines, exposed or concealed, shall be insulated. Ensure that this insulation material is plenum rated.
5. All Plumbing lines will be labeled with contents and flow direction. See attached sample photo.



6. The general contractor shall ensure that the plumbing contractor does not leave any uncapped or open sanitary or vent lines, etc. Unnecessary clean up can be costly and offensive.
7. Floor drains must be installed in all restroom floors.
8. All core drilling must be done before 9:00 am. Or after 10:00 p.m., so as not to interfere with normal operation of the center.
9. Copper, steel, or cast iron or any other code-complying metal shall be used for above grade piping. Use of plastic (PVC) pipe is not allowed above grade. PVC is required below grade.
10. The City of Auburn Hills requires a Mop Sink within all spaces. If the space does not currently contain a Mop Sink, it will need to be installed at the Merchant's Expense.
11. When construction is completed, all sanitary lines shall be "jetted out". Written notification, indicating date and time, shall be provided to Center Management before the barricade is removed.

ROOF DECK

Structural Heights: Roof Deck +/- 22'-0" varies

Note: Landlord's roofing contractor must perform all roof and penetration repairs. The general contractor shall coordinate any work that requires modifications to the existing roof with Center Management. The general contractor must use the center's roofing contractor for all roof modifications. The general contractor shall ensure that all applicable sub-contractors (i.e., HVAC, mechanical, electrical, etc.) are aware of the roof requirements.

1. Merchant general contractor shall contact the Landlord's Roofing Contractor, to arrange for any penetrations required through the Landlord's roof. No other contractors are allowed to make roof penetrations.
2. Typically, any openings in the roof greater than 12" X 12" require additional steel reinforcing. This steel shall be installed before cutting the roof. Landlord's structural engineer must approve drawings showing the roof framing.
3. The general contractor shall coordinate access to the roof for his subcontractors. Access shall be through the applicable roof hatches and must be coordinated with Center Management and Security.
4. Pipes, conduit, ducts, antennas or other equipment shall penetrate vertically through the roof directly below the serviced equipment. Any material installed horizontally across the roof is subject to immediate removal.
5. Antennas are permitted on the roof only after a "Roof Access Agreement" has been executed between the Landlord and the Merchant. This includes satellite dishes, music dishes, and any other transmission or receiver devices.
6. The general contractor shall remove all crating materials, unused equipment, trash, debris, etc., from the roof upon completion of work. Any previously existing rooftop equipment that is not being utilized must be removed from roof. A clean up fee will be assessed if Center Management performs removal of debris, equipment, etc.
7. Equipment of any kind shall be carried over the roof expansion joints. Do not drag, drop or manhandle any equipment across the roof. The cost of repairs for damage caused by any subcontractor will be deducted from the general contractor's construction deposit.
8. Any use of a crane or helicopter must be coordinated through the Center Management Security Director and Facilities Director. The fee for crane lifts of equipment on and off the roof is a minimum of \$400.00. The fee for helicopter lifts of equipment on and off the roof is a minimum of \$600.00. Anytime contractors use cranes to move equipment on the roof, the crane company must provide evidence of insurance. Anytime contractors use helicopters to move equipment on the roof, the helicopter company must provide evidence of insurance and evidence of FAA approval to fly over the area.
9. Equipment placed on the roof shall not be visible from any location on the center site. Coordinate equipment placement with Center Management. No curb adaptors allowed per roofing consultant.

BUILDING AUTOMATION SYSTEM AND SMOKE EXHAUST SYSTEM

The Building Automation System has a direct tie in with the smoke exhaust system. The communication cables run on 4 separate communication loops and will disable all equipment downstream if inadvertently disconnected. ONLY THE MALL BUILDING AUTOMATION SYSTEM CONTRACTOR IS PERMITTED

TO DISCONNECT VAV, HVAC, SMOKE EXHAUST OR OTHER EQUIPMENT CONNECTED TO THE MALL'S BUILDING AUTOMATION SYSTEM. The tenant's general contractor is responsible for contacting and contracting directly with the mall's building automation system contractor for disconnecting equipment. The tenant's general contractor will be responsible for all repairs and associated cost if for some reason the building automation system is compromised or disabled due to the tenant general contractor's failure to properly coordinate with the mall's building automation system contractor. All merchant general contractors are responsible for performing a smoke test to be witnessed by the City of Auburn Hills Fire Department, as part of completing final municipal inspections.

SMOKE TESTING-FIRE DEPARTMENT

All new tenants may be required to perform a smoke test of the space, as part of satisfying the City of Auburn Hills Fire Department code requirements. The smoke testing involves the activation of the smoke or duct detector devices within the space and activation of the associated smoke exhaust system equipment (i.e. HVAC systems, make-up air units, smoke dampers, exhaust fans, etc.). If smoke test is required, the tenant's general contractor is responsible for arranging and directly contracting with the mall fire alarm system contractor for the smoke testing and must notify the Center 48 prior to the scheduled testing. The mall fire alarm contractor is to be on site the day of testing and to confirm activation and operation of the smoke exhaust equipment associated with the space. All testing is part of completing tenant construction for the space.

The fire department requires that the storefront barricade be removed before all testing is performed. The tenant general contractor shall schedule a minimum of 48 hours in advance of the scheduled testing for the barricade to be removed before testing begins.

SMOKE DETECTORS & FIRE ALARMS

A smoke detector is required at each Merchant Storefront opening or as directed by the Fire Inspector.

1. The Landlord's Fire Alarm System Contractor must make all final connections and testing for any fire alarm. The General Contractor shall contract directly with Landlord's Contractor at the General Contractor's expense.
2. Any fire alarm panel required by code to be installed in a Tenant space must include a feature to allow the alarm to be placed in test mode by pushing a button or activating a switch on the front of the panel.

SPRINKLER SYSTEM

1. The general contractor shall ensure that the fire protection subcontractor submits drawings to the Landlord's insurance underwriter. Approval must be obtained before Merchant opening.

Contractor to send sprinkler drawings for approval to:

FM Global Office 58780.95
25050 Country Club Blvd.
Suite 400
North Olmsted, OH 44070
(216) 362-4820

2. Many Merchants spaces have more than one sprinkler main within the space. The Center Management shall designate the sprinkler main to be used.

3. Permanent system isolation valves are not permitted in the system. Auxiliary drain valves may be used. They should be located in an area that does not invite tampering and will be tagged and capped.
4. The sprinkler system is monitored by the local fire department, center security, and various alarm companies. Contractors must not tamper with these systems.
5. The general contractor shall contact Center Management not less than 48 hours in advance to schedule a sprinkler system drain down to tie-in the Merchant system. For information on sprinkler drain down fees and any special requirements.
6. A sprinkler drain fee of \$500.00 is required for each drain down on the systems. Any shutdown not performed in the specified time frame will be charged an additional rate of fifty dollars (\$50.00) per hour. A check made payable to **Taubman Auburn Hills Associates, Limited Partnership** shall be delivered to Center Management prior to the drain down. The system will not be drained until the drain fee check has been delivered to Center Management.
7. Sprinkler systems will not be drained on weekends, holidays, nights or when the center is open to the public. Systems may be drained between the hours of 7:00 a.m. and 9:00 a.m. Sprinkler systems must be charged and reported back in service no later than 9:30 a.m. Earlier drain downs can be arranged. Sprinkler drain-downs that require the fire protection system to be down for extended periods, at night or other periods will require the merchant's contractor to post a "Fire watch" in the effected area. IPC International Corporation personnel are the only authorized to stand "Fire Watch." The merchant's contractor shall have previously executed a Service Agreement with IPC International and scheduled the appropriate shutdown with the center management office before the system will be shutdown.

Emergency shutdowns- A sprinkler system shutdown fee of \$750 plus associated labor and material costs will be charged for any emergency shutdowns involving damage or leaks to the system. The associated cost will be deducted from the construction deposit if not provided by the contractor responsible for the damage that caused the leak. VFP must be used for sprinklers.

8. Before a shutdown for final connection can occur, the system shall be hydrostatically tested and made ready for "tie-in". The general contractor shall schedule a date and time for the system shutdown, which shall be scheduled a minimum of 48 hours in advance with Center Management. A copy of the approved hydrostatic test will be given to Center Management prior to connection to the sprinkler main. If a hydrostatic test is not required by the local municipality, written documentation is required to support the waiver.
9. A minimum of two fire extinguishers must be located on the job site during construction.
10. All sprinkler systems must contain quick-response sprinkler heads.

STOREFRONT

The Landlord requires a smoke/fire separation at the Center's bulkhead. The general contractor shall ensure that the integrity of the bulkhead is not jeopardized by configuration of the storefront.

1. The center soffit is not designed to support any additional loads. The Merchant's storefront may not be attached to any part of the center soffit or neutral piers.
2. Overhead grilles, which are wider than twelve (12) feet shall be motor, operated (if applicable). Glass door entries are not permitted, and entrances shall be gate only.
3. Caulk, silicone, sealants, etc., are not acceptable materials for finished glazing butt joints.

4. Transitions between materials, angles, breaks, etc., shall be even and clean. The use of caulks, silicone, etc., to fill these transitions is not permitted.
5. Any damages caused by demolition or construction to the Landlord's storefront components, soffits, or floor material shall be repaired to a "like new" condition. The general contractor shall coordinate any repairs with Center Management. If these items are not addressed before project completion, repair cost will be deducted from the general contractor's construction deposit.
6. Storefront construction may not extend beyond the lease line unless approved by the Landlord. Awnings, cornices, moldings, lamps, etc., are to be located within the Merchant's leased premises or as indicated on the Landlord approved construction drawings.
7. The general contractor shall ensure that the sign contractor is aware of all comments on the Landlord's approved sign shop drawings. Landlord approval is required before sign fabrication. Failure to submit shop drawings may prohibit the storefront sign from being installed. Temporary signs will not be permitted for store openings.
8. Storefront neutral piers (if required) shall be furnished and installed by the Landlord upon completion of demising wall.
9. The Merchant's General Contractor shall insure access to all Landlord equipment existing adjacent to the storefront or within the Merchant space.
10. The Merchant's General Contractor is responsible for final cleaning of the storefront and adjacent materials after the barricade has been removed.
11. All painting of store fronts are to be done by Aero Painting (see contractor list).

STRUCTURAL MODIFICATIONS

Structural modifications to the center require approval from the Landlord's structural engineer. Penetrations in decks, roof, bearing walls, etc., greater than 12" X 12" require structural reinforcing before commencing work. It is imperative that structural work be coordinated in advance with Center Management.

1. Those Merchants desiring to make changes to the base building structure must submit to the Landlord drawings and specifications from a certified engineer for approval. (refer to Lease Agreement Exhibit "B")
2. The following conditions are applicable:
 - A. Duct shaft penetrations
 - B. Exterior wall penetrations
 - C. Extra ordinary loads (i.e. safes, vaults, transformers, water heaters, mezzanines, etc.)
 - D. Relocation of structural members (See Merchant Handbook for load limitations on the upper levels.
3. Excessive deck/roof loading caused by transformers, safes, mezzanines, HVAC units, etc., require approval from the Landlord's structural engineer. Structural beams, purlin, joist, etc., shall not be modified by the contractor unless specifically noted on the Landlord's approved construction drawings. Attaching to the deck is not allowed, using joist or kickers as options.

TELEPHONE/DATA LINES

1. All telephone and data cables shall be routed through wire hooks provided in the rear corridor, from the space to the associated phone demark location. For new service or upgrades to existing service, please contact **Granite Telecommunications** at 1-855-478-4743. All telephone and data wiring shall be installed at tenant's expense and will be installed by the landlord's approved telecommunication contractor.

MERCHANTS OPEN FOR BUSINESS DURING REMODELING

1. Your Certificate of Occupancy is issued by the local building authority that may determine, based on the scope of work, that the store must be closed during remodeling. This question should be asked of the Building Department before work starts so that he can assess the extent of remodeling.
2. The general contractor shall verify all code requirements (entrance / exit routes, fire protection, etc.) before the barricade is installed. In the event the center management staff determines the public's welfare is compromised, all construction will be stopped. All means of egress must be clear and available at all times when this site is open to the public and store personnel.
3. If any portion of the store remains open during construction, a barricade is required between the construction activity and the open store area. This barricade will consist of metal studs and gypsum board, fully taped, spackled, and painted. **Storefront windows must be kept in customer ready condition during Center operating hours or a barricade must be installed at Tenant expense.**
4. All information in this package (Merchant Construction) also holds true for remodeling. This includes all inspections by the Landlord's Facilities Department and local government inspectors.

DELIVERIES

1. Center Management will designate all delivery routes to the construction site. The general contractor shall ensure that all project subcontractors are aware of these routes. Coordinate delivery hours with Center Management.
2. Loading docks shall be used for all deliveries. The general contractor shall verify door size openings from the service area to the construction site, to ensure that all types and sizes of materials can be delivered to the space. Center Management will designate the appropriate service area for deliveries.
3. Service areas shall be used only for loading and unloading construction materials. Any vehicle parked more than 30 minutes with no activity will be towed at the general contractor's expense.
4. Deliveries to the Merchant space shall be made through the service corridors to the rear door (where possible). When authorized by Center Management, deliveries will be permitted through the center common area after 9:30 p.m. and before 9 a.m.
5. Delivery carts used in the center shall be equipped with soft rubber tires. Carts with steel wheels are not permitted. Cost of floor repairs for damage caused by deliveries will be deducted from the

general contractor's construction deposit. If your course of travel through the center is over an expansion joint, a

□" sheet of 4' X 8' plywood is

6. The general contractor shall ensure that any dirt, litter, or tire tracks left from deliveries shall be cleaned by the responsible contractor. If clean up is not performed within a reasonable time, center cleaning personnel will perform the work and, the cost will be deducted from the general contractor's construction deposit.
7. Customer entrances to the center shall not be used for material deliveries. Special conditions may warrant exceptions. PRIOR AUTHORIZATION FROM CENTER MANAGEMENT IS REQUIRED BEFORE DELIVERY.
8. Center doors and elevator doors are not to be propped open at any time by contractors or workers. Security, Facilities and Cleaning personnel have been instructed to remove doorstops. Damage to doors will be charged to contractor. Damage to auto doors can occur if propped.
9. If Merchant's space has no back door, materials, concrete and store fixtures may be brought through the front door of Merchant barricade. However, the common area floors must be PROTECTED and CLEANED by the contractor prior to 9:00 am. each day.
10. If the delivery route is over an expansion joint, a expansion joint. □" sheet of 4'x8
11. Delivery of oversized fixtures or materials unable to be routed through existing service entrances and corridors must be arranged with Center Management in advance.
12. Storage containers or pods are not allowed on site. Contact the Management Office to see if we have rental space available for storage or store materials off-site.

HOUSEKEEPING/WASTE REMOVAL/WASTE HAULING

1. General trash and construction debris can create safety and fire hazards. The general contractor shall coordinate the use of trash dumpsters with Center Management. Cost, location, time schedules, etc., shall be fully understood by the general contractor. No open tops allowed in the parking lot. Sterling Sanitation (Waste Management) is the only Center Management approved contractor for open top dumpsters.

Open Tops – Call Sterling Sanitation @ 586-949-1690. All open top containers for construction will be placed in the South gravel lot next to Steak & Shake. Contractors to mark their respective open tops with the company name & space number.

The general contractor shall ensure that the construction site is policed and debris removed providing a safe, sanitary construction site.

2. The general contractor shall ensure that all debris is disposed of in the contractor's open top dumpster. Debris shall be confined to the Merchant's leased premises. Holding or storing trash in exit corridor, adjacent Merchant spaces, service areas, or other areas will not be permitted. Trash found in these areas will be immediately removed as requested by Center Management. If the general contractor fails to comply, Center Management will remove the trash. The cost for removal will be deducted from the general contractor's construction deposit.
3. The center trash compactors in the service areas are not designed to accommodate construction trash and debris. Use of these compactors is not permitted during demolition or construction.

4. Provisions must be made to ensure all dirt, dust, and other construction-related debris is kept within the area of construction.
5. If excess noise or odors are identified by Center Management Personnel to be coming from the construction site, the general contractor's superintendent will take immediate action to rectify the situation.
6. Center Management is not permitted to lend center cleaning equipment; we ask that contractors not jeopardize the employee's position by asking to borrow such items.

INSPECTIONS

1. Merchants work shall be subject to inspection by Center Management and other Landlord designated representatives at anytime during construction.
2. Landlord's right to stop construction. While it is not the Landlord's intention to hinder or stop construction, if any Landlord or Center criteria are in question or the public's welfare has been compromised, the Landlord reserves the right to stop construction.

SECURITY

1. Access to barricades, roof hatches, telephone rooms, electric closets, etc., shall be coordinated through center security dispatch office. Authorization for entry will be given by Center Management. The Contractor shall be required to give the Security Officer his name, company, and reason for entering the secure area.
2. The general contractor is responsible for securing the construction site at all times. Contractors shall safeguard/secure all tools, materials, supplies, etc. The center will not be responsible for any items lost or stolen.
3. The shopping center has strict security requirements in place to preserve security for the property. Merchant construction being performed in sensitive areas, adjacent merchant spaces or in areas that are otherwise secured at night will require the contractor to use Allied Universal Corporation security personnel to safeguard the area. Work requirements will be reviewed with the center Facilities Director for work requiring additional security support. The Contractor is required to contact the shopping center Security Director or Assistant Security Directors to initiate a Service Agreement and may then proceed with scheduling the work after the agreement is in place. (Service Agreement Example attached) **48 hour notice is required to arrange for after hours security staffing**
4. The center hours of operation are Monday through Saturday 10 am to 9 pm and 11 am to 6 pm and Sunday. Restaurants remain open throughout the week until 2 a.m. Access outside of normal hours shall be coordinated through Security and authorized by the Center Management. Construction work is permitted 24 hours a day provided there are no disruptions to the center or adjacent Merchants daily operation.
5. Conduct of all contractors involved with Merchant construction is the responsibility of the general contractor. Rude, disrespectful, or loud behavior will not be tolerated. The general contractor shall ensure that all requests by Center Management shall be complied with immediately. Absolutely no alcohol, drugs, weapons or smoking is permitted on center property.
6. All lunch breaks, coffee breaks, etc., by contractors shall be confined to the construction site. Any contractors seen lounging in the common area will be asked to move into the construction site.

7. All contractors are required to wear appropriate construction clothing and protective equipment. It shall be understood that shirts, safety shoes, hard hats, long pants, etc, will be worn at all times.

STOCKING / MERCHANDISING

1. The Landlord cannot be responsible for Merchant's merchandise. Merchandise may not be stored outside the confines of the leased space.
2. Debris associated with merchandising must be discharged in the waste dumpsters designated by Center management. Refuse and cardboard dumpsters are available for Merchant use when the Merchant signs up for service by Center's designated contractor.
3. Center management will designate the loading dock and route from dock to space.
4. The center's normal hours of operation are Monday through Saturday 10 a.m. to 9 p.m., and 11 p.m. to 6 p.m. on Sunday. If merchandising is performed outside of these hours the store manager must notify center security.

STORE OPENING INSPECTION

1. The store must be 100% completed, fully cleaned and ready for business before the barricade is removed. Paint or paper applied to storefront windows in lieu of barricade may not be removed without Management office approval. The removal of paint or paper and cleaning of the storefront window is the merchant and or contractor responsibility. The general contractor will coordinate a walk-through with Center Management before project completion to define deficiency corrections. A pre-opening checklist may be developed at this time identifying all Landlord issues and deficiencies, which must be corrected prior to store opening.
2. A final inspection by Center Management to schedule barricade removal and to verify completion of the pre-opening checklist is required. This inspection must be scheduled 48 hours in advance of the desired barricade removal. A copy of the completed building permit and/or the Certificate of Occupancy shall be presented to the management office before the inspection.
3. The store will not be allowed to open until a completed air balance report and certificate of occupancy is submitted to the management office.
4. The general contractor's construction deposit will not be processed for return until an air balance report and all Landlord issues are resolved. Allow at least thirty (30) days for processing return of construction deposits.

STATEMENT OF RECEIPT OF MERCHANT CONSTRUCTION MANUAL

I have received a copy of Great Lakes Crossing Outlets **Construction Rules & Regulations** regarding general information, procedures, rules and regulations for Merchant construction at the Center. I understand the contents of this manual and that Center Management reserves the right to change or modify any of these policies.

The general contractor is responsible for ensuring that all subcontractors involved with construction are fully aware of all information contained in this manual.

In addition, I understand that Center Management reserves the right to stop construction at any time for safety or aesthetic reasons or if Contractor or a contractor representative violates the rules and policies contained in this manual.

Contact Representative Signature

Date

Center Management Signature

Date