

# **Country Club Plaza Kansas City, Missouri**

## **CONSTRUCTION RULES AND REQUIREMENTS FOR ALL CONSTRUCTION PROJECTS**

Updated January 24, 2017

All information contained in this packet shall be completely read, reviewed and agreed to by all parties working on this property including, but not limited to, general contractors, subcontractors, vendors and suppliers.

# CCP CONSTRUCTION RULES AND REQUIREMENTS

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# CCP CONSTRUCTION RULES AND REQUIREMENTS

## CONSTRUCTION PREREQUISITES

*The Project Manager, General Contractor and Design Team members are required to obtain a copy of the Construction Rules and Regulations, Tenant Design Criteria (Architectural Design, General Information, Sign Criteria and Technical Information) as well as Landlord approval notes and letter. These documents are available upon request and shall be thoroughly reviewed prior to the Pre-Construction meeting.*

### INTRODUCTION

The following is a description of procedures for Tenant Construction. This guide addresses items frequently encountered during most Tenant build-outs. Please read this information thoroughly to be familiar with all of the requirements that will affect your work. Contractors must be aware of and familiar with any changes, addendum, etc. which may occur that are not covered in this manual. **If you should encounter any problems or have any questions not covered within this manual, contact the Landlord's representative/Tenant Coordination staff immediately.**

### **BEFORE COMMENCING WORK, TENANT'S GENERAL CONTRACTOR SHALL:**

1. Conduct a pre-construction meeting with Landlord's designated representative.
2. Issue a copy of the city permitted plans and the building permit. A copy of the permitted plans must be kept on-site at all times during construction. Any changes to the approved construction documents and/or tenant improvements require prior written approval from Landlord. Changes include any construction documents revised subsequent to the Landlord approved documents.
3. Submit a detailed list of all subcontractors who will be on site with the designated party's 24 hour/7day a week contact information.
4. Submit a copy of the Contractor's License.
5. Submit a copy of the Contractor's Certificate of Insurance with required limits and certificate holder information per the provided Sample Certificate of Insurance. Certificate of insurance must be on file prior to starting construction. *\*See section on Insurance, and attached sample certificate.*
6. Submit a detailed Construction Schedule, including dates for turn-over to Tenant, fixturing and Tenant opening.
7. Submit a detailed barricade plan showing access door, graphics and installation schedule.
8. Construction Deposit – Checks shall be made payable to **Country Club Plaza JV LLC**
  - a. For projects with a budget of less than One Hundred Thousand Dollars (\$100,000.00), a deposit check in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) is required.
  - b. For projects with a budget of more than One Hundred Thousand Dollars (\$100,000.00), a deposit check in the amount of Five Thousand Dollars (\$5,000.00) is required.
  - c. For all restaurant projects, a deposit check in the amount of Eight Thousand Dollars (\$8,000.00) is required.
  - d. Contractor's construction deposit may be used at Landlord's discretion to maintain overall cleanliness of the construction site, sidewalks or building exterior which Tenant's Contractor fails to maintain.
  - e. Should the construction deposit be depleted due to violations, fines and/or other costs incurred by Landlord, the Contractor shall furnish a duplicate construction deposit within five (5) business days.
  - f. At the conclusion of the project, upon completion of all outstanding punch-list items, submittal of all closeout requirements and final acceptance of the store by Landlord, any remaining deposit funds will be returned to the Contractor.
9. Submit a separate check in the amount of Three Hundred Fifty Dollars (\$350.00) for non-refundable Administrative Fees.
10. Report any discrepancies in dimensions, lack of utilities, etc. immediately to Landlord's representative.
11. Post the original permit in the Tenant Space where notices, contact information, regulations, et al are required to be displayed.

**Copies of all Forms are located at the end of this document.**

### INSURANCE

An original certificate of the required insurance shall be furnished to Landlord before the start of the Tenant's construction work. Insurance coverage shall meet the requirements as defined in the Tenant's Lease. Insurance

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carriers shall give an AM Best's rating of A-VII or better, and shall be registered or authorized to do business in the state of Missouri.

Submit required insurance to the Landlord to include the following:

**Comprehensive General Liability:** a blanket policy for an amount not less than \$1,000,000.00 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 \$1,000,000.00 for each occurrence
- Property Damage in the amount of \$1,000,000.00 for each occurrence
- Please see the sample insurance form for names to be included as additionally insured and certificate holder: *(Note that all names must appear on the Certificate of Insurance).*

Please refer to the Sample Certificate of Insurance provided for required language.

### **WORKERS COMPENSATION INSURANCE**

An original certificate of the required insurance shall be furnished to Landlord before the start of the Tenant construction work. Workers Compensation Insurance must cover up to \$1,000,000.00.

### **PREMISES ACCEPTANCE WALK-THROUGH**

1. Utility Tie-in Locations
  - a) Sanitary sewer stub and greasy kitchen waste stub (if applicable).
  - b) Greasy kitchen exhaust duct stub (limited locations as needed).
  - c) Plumbing vent stub.
  - d) Domestic cold water stub.
  - e) Fire protection sprinkler system main.
  - f) Gas utility company service and meter, where applicable.
  - g) Electrical service
  - h) Telephone company distribution boards.
2. Existing Conditions
  - a) Building Exterior façade
  - b) Building sidewalks, concrete ribbons and curbs.
  - c) Lease Line and recessed entries and transitions.
  - d) Neutral Piers (Reveals).
  - e) Service Corridors or delivery access.
3. Designated Loading Areas and Routing of Material Deliveries, including offsite parking and staging locations as directed by Landlord's representative.
4. Key Turn-Over Form.
5. Premises Acceptance Form.

## GENERAL INFORMATION

### **AMERICAN WITH DISABILITIES ACT**

Tenant's Contractor shall comply with the latest edition of the Americans with Disabilities Act ("ADA"), any amendment to the ADA, as well as all applicable local laws, regulations, and ordinances. Compliance will include, but not be limited to, the design, construction, and alteration of the Leased Premises as well as access to, employment of and service to individuals covered by the ADA.

### **CITY INSPECTIONS**

Coordinate all required inspections via the Kansas City Missouri City Planning and Development Department.

### **PERMITS**

The Tenant is responsible for securing all required approvals from the Landlord and all applicable local permitting agencies prior to commencing construction at the center. The Tenant must submit a copy of the Building Permit

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to the Landlord's representative prior to beginning construction. Food service tenants must obtain a City Health Department Permit prior to starting construction.

### RULES

*The following rules and procedures shall be strictly adhered to during all phases of Tenant Construction:*

1. Construction shall comply in all respects with applicable Federal, State, County and/or Municipal Statutes, Ordinances, Regulations, Laws and Codes.
2. Tenants, Tenant Contractors, and their employees are expected to act in accordance with any and all regulations established by Tenant Coordination and the Landlord's representative.
3. All Tenant Contractors will enter the building or retail shop through designated areas.
4. **LANDLORD'S RIGHT TO STOP CONSTRUCTION**
  - a. Landlord's representative may stop work and/or require the Tenant Contractor to make immediate corrections if they have observed any work or procedures that threaten life, safety, for aesthetic reasons or if Contractor or Subcontractors violate any requirement or regulation contained in this manual.
  - b. The Contractor shall immediately resolve the infraction.
5. **PROTECTION OF PROPERTY.** Tenant's Contractor will be responsible for maintaining common area finishes and existing protection against damage at the Tenant's lease line.
  - a. If the Contractor fails to repair any damaged or unsatisfactory work after receiving written notification from the Landlord's representative within a reasonable amount of time, the Landlord will cause the damaged or unsatisfactory work to be remedied.
  - b. The cost for this repair will be deducted from the Tenant Contractor's construction deposit. In the event that the deposit does not adequately cover the damage or unsatisfactory work, any shortfall will be invoiced directly to the Tenant or deducted from their Tenant Allowance.

### SAFETY & PERSONAL DEMEANOR

1. Construction workers, Tenants, and Tenant Contractors are expected to act in accordance with any and all regulations established by Tenant Coordination and the Landlord's representative. Conduct of all contractors involved with Tenant construction is the responsibility of the General Contractor. Rude, disrespectful, insulting actions or loud behavior toward customers, tenants, fellow workers or Landlord's representatives will not be tolerated. The General Contractor shall ensure that all requests by Landlord's representatives shall be complied with immediately.
2. Tenant Contractors in violation of any rules will be subject to forfeit all or a portion of the construction deposit and a complete construction shutdown.
3. **This is a smoke and tobacco free site. There will be NO smoking in Tenant spaces, common areas or within 50 feet of any entrance. Penalties will be enforced upon first violation.**
4. **Absolutely no alcohol, drugs or weapons of any type are permitted on center property at any time.** This includes Tenant's premises, eating areas, or vehicles on property or at off-site parking lots.
5. **No radios, iPods, Boom boxes, earphones or ear buds of any type are permitted on center property at any time. NO EXCEPTIONS.**
6. All work shall be performed within the confines of the Tenant's barricaded space. **Absolutely no work will take place in the common area of the center.**
7. Tenant shall comply with all applicable safety regulations. Tenant's Contractor shall take all necessary precautions to safeguard all workmen and the public from accident, and to preserve all private and public property. Landlord reserves the right to stop all work until such conditions or practices are resolved.
8. Routine inspections will be performed by Landlord's representative with regards to accurate performance of Contractor's work, general safety requirements, and to ensure adherence to these Construction Rules and Regulations.
9. Miscellaneous safety rules:
  - a. Fire Extinguisher: the number of extinguishers provided by Tenant shall be as required by applicable code. The extinguisher type shall be Class 2-A:10-B:C dry chemical. **During construction, Tenant Contractor must provide all fire extinguishers in Tenant space as required by local building code, inspection authorities and OSHA.**
  - b. Foot Protection: Substantial leather boots are required. No loafers, sandals, or tennis shoes.

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- c. Work Clothing: minimum sleeve length of four (4) inches below shoulders. No tank tops, net shirts, shorts, cut-offs, etc.
- d. All lunch breaks, coffee breaks, etc., by contractors shall be confined to the construction site or designated area. Any contractors seen lounging in the common area will be asked to move into the construction site.
- e. Signage: post safety or hazard signage (bilingual, if necessary).
- f. Do not plug into any common area outlets.
- g. A Hot Work Permit is mandatory for all welding, grinding, torch-cutting, soldering, and any other work using flammable material.
- h. Electrical Cords: Tool cords and extension cords should not be frayed or damaged and should be equipped with ground. Do not use any tools without Ground Fault Circuit Interrupter (GFCI).
- i. No pets of any kind are allowed on property.
- j. Deposit all trash and debris in Tenant-provided dumpster daily. No construction materials of any kind may be stored outside of the Tenant lease line or loading docks without Landlord's approval. Work, storage and break areas are to be broom cleaned daily. Gasoline-operated equipment such as welders, concrete saws, power buggies, etc., will not be allowed in common areas or on hardscape paving at any time without prior approval of Landlord's representative.

**Violation of any of these work safety rules will result in a fine FOR EACH INFRACTION, and will be subject to all personal and/or property damage claims.**

### **PROHIBITED WORK AND PRACTICES**

1. Imposing any excessive structural load, temporary or permanent, on any part of the building structure without prior written approval of Landlord.
2. Installing or displaying any signage without Landlord's prior approval.
3. Deviating from an approved set of plans without prior Landlord written approval.
4. Accessing base building electrical components without prior Landlord approval.
5. Accessing Landlord water services, Condenser Loop, without prior Landlord approval.

## PROJECT REQUIREMENTS

### **AREAS ABOVE CEILINGS**

Combustibles of any kind and fire treated wood are prohibited in the areas above the ceiling. **Any wiring concealed above the ceiling must be installed in conduit. Transformers, water heaters, and other such devices are not allowed above the finished ceiling construction. MC Cable is acceptable for the last not-to-exceed 6' flexible connections to electrical devices such as lighting fixtures in the ceiling. This would have to be connected from a J box. Romex IS NOT allowed.**

### **ATTACHMENT TO STRUCTURE**

All drilling, welding, or other attachments to any part of the base building structural system, other than normal ceiling suspension and independently supported utilities, must be specifically approved by the Landlord in writing before work is initiated. Specific drawings describing attachments must be submitted. All storefronts are to be self-supporting. All attachments to the Landlord structure shall be done with mechanical fasteners only.

Under no circumstances shall the contractor drill into or fasten to any structural steel member or clay tile system. Additionally, no penetrations to an exterior wall shall be permitted without prior written approval from the Landlord.

### **BARRICADES**

The Tenant Contractor may install a construction barricade upon submitting a barricade plan to Landlord for review and approval. Arrangements must be made seventy-two (72) hours in advance with the Landlord's representative. Barricade modifications, relocation, or removal shall be reviewed with Landlord forty-eight (48) hours in advance and may not be scheduled during weekend hours. All work shall be completed in a structurally prudent and professional manner. The barricade at all times must remain rigid, squared, and plumb and all finishes in pristine condition throughout store construction. **Landlord's base building structure or finishes shall not be used to secure barricade without Landlord's express permission.**

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1. Contractor shall provide a roof to barricade per Landlord standards.
2. Contractor's engineer shall certify the structural integrity, proper attachment to building and stability of all barricades.
3. Contractor shall ensure that no dirt or debris accumulate on the barricade roof or face.
4. Contractor may install entry doors in the barricade per Landlord standards. This door shall open into the space and 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.
5. No signage is allowed on the barricade except that which is approved by the Landlord.
6. Final punch-list and Certificate of Final Inspection must be received prior to removal of barricade.
7. The Tenant's General Contractor will be responsible for disassembly and removal of the barricade after obtaining approval by Landlord's representative. Arrangements must be made seventy-two (72) hours in advance.

### **CEILINGS**

**Ceiling construction and components must be reviewed and approved by a licensed structural engineer at Tenant's sole cost and expense to ensure ceiling design is adequately designed to and supported from building's structural system.**

1. Maintain access to all Tenant and Center equipment above the ceiling per all codes and maintenance requirements. Coordinate access panel locations with Landlord's representative, the building inspector, and Landlord approved construction drawings.
2. Access panels must be sufficiently sized so ample clearance is provided for maintenance, repair, removal and/or replacement. Panel minimum size is 24" x 24".
3. An expansion joint must be incorporated into the ceiling construction if present within the building structural system. The general contractor shall verify code requirements with the governing agency.
4. Contractor to verify existing conditions prior to removing any abandoned piping, ductwork, or hangers in the existing ceiling.

### **CONCRETE SAW-CUTTING OR CORE DRILLING OF BUILDING STRUCTURE**

General Contractors are required to sign a Core Drilling Agreement before commencing any drilling or saw cutting of concrete. At the Contractor's expense, all concrete saw cutting and/or core drilling must be examined and approved by a licensed structural engineer in conjunction with obtaining an x-ray of the penetration area. All concrete saw-cutting and core drilling must occur after normal center business hours. Contractor is to provide Landlord's representative seventy-two (72) hours advance notice of coring. No jackhammering of penetrations is permitted. Vacuuming of all water/slops from coring or cutting must occur. Specific details and procedures are available upon request.

### **CONCRETE PLACEMENT**

The General Contractor is required to be present during the entire concrete pouring process to ensure the Concrete Contractor is aware of and complies with the following requirements:

1. Routes into building shall be reviewed and approved by Landlord's representative.
2. All concrete pours shall be scheduled with Landlord's representative a minimum of seventy-two (72) hours in advance.
3. Pour "infill" and waterproofing MUST be in place and approved by Landlord's representative prior to pour.
4. All Concrete Contractors shall put down floor protection and plywood along the route the concrete is carted or pumped through the Center to the Tenant's premises. This shall include the area around and directly below the truck.
5. When pumping concrete to the site, provide wood blocking below the coupling flanges. The flanges shall not rest on the deck or existing concrete sub.
6. Concrete trucks are to wash out or dump any unused concrete into specified dumpsters located off site.
7. Only propane-powered concrete buggies are allowed within the building.

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### CONTRACTOR PARKING

All Contractors are to park as per the directions of Landlord's representative and Lanier Parking Services. Equipment and supplies may be unloaded curbside if scheduled through the Landlord's representative, after which the truck must be parked in the designated parking area.

**ABSOLUTELY NO PARKING WILL BE PERMITTED IN PRIME RETAIL PARKING AREAS, STREETSIDE OR CURB PARKING, ON SIDEWALKS, IN TRUCK OR LOADING DOCKS OR FIRE LANES.**

**Any vehicle improperly parked or left unattended will be subject to immediate towing at vehicle owner's expense and subject to construction fine.**

### COORDINATION

Tenant's Contractors must coordinate their activities with Landlord's Contractor and other Tenant Contractors so that no disruption of work occurs.

### DELIVERIES

ALL MAJOR DELIVERIES ARE TO BE MADE THROUGH AND COORDINATED WITH THE LANDLORD'S REPRESENTATIVE. THIS INCLUDES ALL LARGE OR OVER-THE-ROAD TRUCKS AS WELL AS EXTENDED DURATION REQUIREMENTS. PLEASE NOTE: LANDLORD WILL PLACE ADDITIONAL RESTRICTIONS ON DELIVERIES DEPENDING ON DELIVERY TIME, DELIVERY DAY AND DURATION OF DELIVERY.

Contractors are responsible for coordinating all freight deliveries. **Please provide any material suppliers with complete location information including building number, Tenant name, address or space number, GC's name, GC's on-site contact, and GC's on-site phone number.**

Landlord will **NOT** accept deliveries on behalf of the Tenant or the Tenant's Contractor. Tenant's Contractor must provide all equipment and labor necessary to unload all deliveries and move all materials immediately away from the docks and to the Tenant space.

### DEMISING WALLS

1. All new demising walls shall be installed with a minimum of 4" metal studs (gage per structural engineer's recommendation), 16" o.c. floor to structure above with slip-track with full height batt insulation and acoustical sealant top and bottom. The General Contractor shall verify that the Drywall Contractor installs a minimum of one layer 5/8" fire-rated gypsum board each side, fire taped and spackled from floor to ceiling. Finished demising walls shall be installed in such a manner that the resulting partition will provide a fire-rated enclosure to the roof or floor structure above.
2. The demising wall will be located per dimensions indicated on the Landlord's LOD. Any dimensional inconsistencies between the Space Layout drawing and the Landlord approved construction drawings should be brought to the immediate attention of Landlord's representative.
3. Demising walls do not and shall not be designed to possess any structural value. The General Contractor shall provide structural reinforcement if Tenant's construction is to be attached to or supported from the demising wall. Structural drawings must be approved by the Landlord's structural engineer.
4. Standards may not be recessed into any fire-rated demising walls. A second layer of drywall must be used to conceal the standards.
5. Tenant's Contractor is required to review with Landlord's representative all neutral pier designs and details.
6. An expansion joint shall be incorporated into walls if an expansion joint exists within the space. Since 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.

### DEMOLITION (if applicable)

All demolition shall occur after normal business hours of 9:00 pm and before 8:00 am. Demolition shall not interfere with adjacent Retail Tenants, second floor Office Tenants, center common areas including sidewalks and streets, or residential neighbors. The General Contractor is responsible for all demolition work that generates excessive vibrations which may cause damage to adjacent Tenant spaces and/or surrounding areas.



## **CCP CONSTRUCTION RULES AND REQUIREMENTS**

All unused or abandoned equipment, piping, conduit, cables, ductwork and all associated components or hangers shall be completely removed from the premises, ceiling plenum or floor cavities. This removal shall extend back to the main component still in use and capped at that location. Such demolition shall be researched and verified by General Contractor and reviewed with Landlord prior to removal.

Demolition debris shall be transported from the Tenant space or building by the use of rubber wheeled carts and dumped into approved dumpster and dumpster locations. The Contractor shall be responsible for maintaining dust control throughout the demolition process. The contractor shall be responsible for setting, removing and maintaining the appearance of the dumpster throughout the construction process. No unauthorized person may use or enter the dumpster and, upon placement of debris or waste product in the dumpster, no salvage is permitted.

### **EXIT SIGNAGE AND EMERGENCY LIGHTING**

Exit requirements and exit identifications within Tenant's premises shall be furnished and installed by Tenant's Contractor in accordance with all requirements of the governing building codes and ADA. All exiting and identifications shall be complete prior to fire inspection and building certification.

### **EXPANSION JOINTS**

Should an expansion joint occur in the leased space, Tenant's Contractor is responsible for the construction of the wall or ceiling at that joint in a manner consistent with acceptable construction design practices.

### **FIREPROOFING**

Tenant's Contractor will be responsible for protecting and maintaining the base building fireproofing. Any damage to base building fireproofing shall be repaired by the Tenant's Contractor at Tenant's sole cost and expense as soon as possible after damage occurs, but no later than forty-eight (48) hours after damage occurs.

### **FLOOR FINISHES**

It is Tenant's responsibility to provide and install sidewalk pavers from the lease line, including all setbacks, to Tenant's flooring. Paving at exterior storefront/entry vestibules must be positively sloped to drain away from Tenant entry.

### **GANGBOXES AND DOLLIES**

1. ALL WHEELED EQUIPMENT/VEHICLES SHALL HAVE NON MARKING RUBBER TIRES; METAL WHEELS ARE NOT PERMITTED.
2. Tools and construction materials must be stored in the Tenant's space at all times and are not allowed to be stored in the Center or Service Areas at anytime.

### **HAZARDOUS MATERIALS**

Tenant's Contractor is responsible to comply with all existing city, state, county, or federal regulations or legislation regarding the control of pollution. Tenant's Contractor shall not use or install, nor shall permit its sub-contractors to use or install, any building materials containing asbestos or any other hazardous material.

1. Tenant Coordinator will require all Manufacturer Safety Data Sheets (MSDS) on certain materials, especially floor tile and adhesives (mastic). The General Contractor shall ensure all materials used in the store construction are identifiable and the MSDSs are available.
2. 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.
3. All materials used in construction shall be "ASBESTOS FREE".
4. Materials listed as "non-asbestos" are unacceptable and shall not be used for construction.
5. If pre-existing hazardous materials are discovered, Landlord's representative shall be notified immediately.

### **LABOR DISPUTES**

Contractor shall use its best efforts to maintain labor peace for the duration of the project and shall conduct its labor relations in such manner as to avoid all strikes, picketing and boycotts of on or about the leased premises

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and the Shopping Center. If, during the period of construction of the project, any of Contractor's employees, agents or sub-contractors strike, or if picket lines or boycotts or other visible activities objectionable to Landlord are established or conducted or carried out on or about the project or the Shopping Center, Contractor shall use its best efforts to resolve such activities without involving Landlord and without disruption of persons and activities at the Site.

### LANDLORD TENANT COORDINATION INSPECTIONS

1. Tenant's work shall be subject to inspection by Landlord's 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.

### MODIFICATIONS TO THE BASE BUILDING

If the Tenant store design requires a modification to the base building architectural, structural, plumbing, electrical, HVAC, or other systems, the Tenant must first submit to the Landlord a Request for Information (RFI) in writing for consideration. **Structural modifications to the center require prior written approval from the Landlord's structural engineer. ANY STRUCTURAL WORK SHALL BE COORDINATED IN ADVANCE WITH THE LANDLORD'S REPRESENTATIVE.**

1. Those Tenants desiring to make changes to the base building structure must submit to the Landlord drawings and specifications from a certified engineer for approval.
2. The following conditions are applicable:
  - a. Duct shaft penetrations, Exterior wall penetrations.
  - b. Extraordinary loads (i.e. safes, vaults, transformers, water heaters, mezzanines, etc.).
3. Excessive loading caused by transformers, safes, mezzanines, HVAC units, etc., require approval from the Landlord's structural engineer. Structural beams, purlin, joists, etc. shall not be modified by the contractor unless specifically noted on the Landlord's approved construction drawings.

### NOISE & ODORS

The on-site representative will terminate any construction activity that is deemed excessively noisy or dusty or which is disruptive to the normal operations of the adjacent Tenants and/or the Center.

1. If excessive noise or odors are identified by the Landlord's representative or staff, the General Contractor will cease such operations immediately.
2. The use of propane or gas heaters **ARE NOT** permitted at any time.
3. **Noise Restrictions - Construction Hours:**  
No noise shall be allowed that violates the Kansas City Missouri noise ordinance. **No loud work shall be permitted from 8:00 am to 9:00 pm**, unless it is contained within the Tenant's space and not objectionable beyond the Tenant's space.

### QUALITY STANDARDS

1. All construction shall be completed in accordance to industry standards and in a professional workmanlike manner. Tenant shall require the Contractor to be responsible to replace and/or repair all work done or furnished that does not meet Landlord's quality standards.
2. All such work shall be in good and usable condition at the date of completion. Tenant's Contractor shall guarantee all work performed to be free from any and all defects in workmanship and materials for one (1) year from the date of completion. Tenant's Contractor shall be responsible for the replacement or repair without any additional charge for any and all work done or furnished which shall become defective within one (1) year after substantial completion of the work. The correction of such work shall include, without additional charge, all expenses and damages in connection with such removal, replacement, or repair of any part of the work which may be damaged or disturbed thereby.
3. All warranties or guarantees pertaining to materials or workmanship on or with respect to Tenant's work shall be contained in the contract or subcontract which shall be written so that such guarantee or warranties shall insure to the benefit of both Landlord and Tenant. All warranties shall be included in the close-out documents.

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### ROOF PENETRATIONS

All roof penetrations must be approved in writing by Landlord and completed by Landlord's roofing contractor. A deposit in the amount of Five Hundred Dollars (\$500.00) is required prior to starting any roof penetration work.

### SECURITY

1. The General Contractor is responsible for securing their 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. The Tenant's space must be secured when unoccupied. If Contractor needs to work in an adjacent Tenant's space, it is the Contractor's responsibility to coordinate such work with Landlord's representative. The Contractor must provide, at his cost, a professional security service if required by the adjacent Tenant.
2. Access to telephone rooms, electric closets, etc., shall be scheduled through the Landlord's representative. Authorization for entry will be given ONLY by Landlord's representative. The Contractor shall be required to follow all written procedures.

### SERVICE EXIT DOORS & VESTIBULES (to interior service corridors only)

1. A recessed vestibule/service/exit door is required. This vestibule is considered to be part of the service corridor assembly and must be constructed in compliance with applicable code. A sprinkler head is required in the vestibule. Tenant shall restore service corridor to original condition. Vestibule walls shall be restored to original fire-rated condition and finished to match adjacent existing walls, floors, etc.
2. Rear service/exit doors and frames shall be commercial grade, "B" label construction with a minimum size of 3' X 7'. All doors shall be equipped with a door closer located on the Tenant (interior) side of door. All exit doors shall have appropriate fire exiting hardware. Verify code requirements with the governing agency.
3. Service/Exit door shall be finished, painted a color specified by Landlord and labeled by the Tenant with store name and number as specified by Landlord's representative.
4. A doorbell must be installed at service corridor doors to alert Store Personnel of deliveries.
5. Corner guards are required at both returns into the vestibule, and will match existing at the site.

### STORAGE OF MATERIALS

All building materials must be stored within the limits of the Tenant's lease area. Storing of materials in corridors, exterior common areas and hardscape, vacant lease space, etc. will not be permitted. **Flammable materials are not to be stored in lease area except those which are to be used during that construction day.** Storage containers (gang boxes) must be constructed of metal and lockable. Failure to comply with these regulations will result in removal of all such materials; Tenant shall reimburse the Landlord for the cost incurred for such removal. Contact Landlord's representative if special needs are required. **Storing of unmarked or unidentifiable materials on site is not permitted. All storage of material must be approved by Landlord's representative and must be clearly marked with the store name or it will be removed.**

### STOREFRONT ADDRESS

Provide store address per approved signage criteria. **NO OTHER FORM OF ADDRESS NUMERALS WILL BE PERMITTED.**

### STOREFRONT CONSTRUCTION

**The General Contractor shall ensure the integrity of the bulkhead waterproof material on stem walls is not jeopardized by the configuration of the storefront.**

1. The soffit is not designed to support any additional loads. The Tenant's storefront may not be attached to any part of the Center soffits.
2. Damages caused by demolition or construction to Landlord's service corridor, soffits, or paver tiles shall be repaired to a "like new" condition. The General Contractor shall coordinate any repairs with Landlord's representative. If these items are not addressed before project completion, repair cost will be deducted from the General Contractor's construction deposit.
3. Construction or design elements will not be allowed to project beyond Tenant's lease line unless approved by the Landlord in writing prior to construction.

## CCP CONSTRUCTION RULES AND REQUIREMENTS

4. Tenant side of storefront bulkhead shall be insulated and sealed smoke-tight to deck to ensure 1-hour enclosure. All storefronts must be composed of weather-tight components, including all necessary curbs, flashing, sealants, insulation, etc., to provide a weather-tight installation.
5. Exterior canopy and awning shop drawing submittals must be submitted to the Landlord for approval prior to installation. Drawings shall contain attachment details and must be signed and sealed by a licensed structural engineer.
6. The General Contractor shall ensure 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 will prohibit the storefront sign from being installed.** Temporary signs will not be permitted for store openings.
7. The Tenant's General Contractor shall insure access to all existing Landlord equipment adjacent to the storefront or within the Tenant space.
8. The Tenant's General Contractor is responsible for final cleaning of the storefront and floor pavers at his storefront prior to opening.

### **TENANT SIGNAGE**

The Sign Manufacturer must submit sign shop drawings to the Landlord for approval prior to installation. All storefront signs must be installed per Landlord's approved sign drawings. No manufacturer's labels are permitted on the sign. All conduits, raceways, and wires must be concealed.

### **WASTE REMOVAL/TRASH**

1. General trash/construction debris creates safety and fire hazards. The General Contractor shall ensure that the construction site is policed and debris removed to provide a safe, sanitary construction site on a DAILY BASIS.
  - a. **NOTE: THE ACCUMULATION OF TRASH WITHIN THE TENANT SPACE, SERVICE CORRIDORS, OR COMMON AREAS WILL NOT BE TOLERATED.** The Landlord or his designated contractor will control the corridors and common area and has full authority to remove all materials, debris, equipment and vehicles that are placed in the corridors and common area and charge the Tenant's Contractor for the cost of any clean up or removal of same.
  - b. The cost for removal of any debris will be deducted from the General Contractor's construction deposit.
2. The General Contractor shall coordinate the ordering and placement of trash dumpsters with Landlord's approved vendor. Time schedules, etc. shall be fully understood by the General Contractor, who is responsible for policing and cleaning the dumpster area. Final placement shall be approved by Tenant Coordinator.
3. Prior to Grand Opening, Tenant's Contractor shall coordinate with Landlord's representative Construction and Merchandising Debris dumpsters' location and installation.

### **WELDING**

It is the responsibility of the Contractor to obtain all necessary governmental permits for welding and to contact Landlord's representative for authorization prior to any welding being performed. The Contractor shall post a fire watch observer at the site for a minimum of two (2) hours after completion of any welding.

## UTILITY & SERVICE INFORMATION

### **INTERRUPTION OF UTILITIES AND SERVICES:**

The Landlord's representative must be notified in writing at least seventy-two (72) hours prior if any interruption of a utility is required. Utility outages for Tenant spaces must be reviewed and approved by Landlord's representative.

### **ELECTRICAL SYSTEM**

**The General Contractor shall ensure the Electrical Contractor is aware of and complies with all Landlord comments on the Landlord approved construction drawings.**

1. Conduit exists from meter room to Tenant's space. All work in electrical room regarding terminating of feeder is by Landlord's Electrical Contractor at Tenant's sole cost and expense.

## CCP CONSTRUCTION RULES AND REQUIREMENTS

2. All wiring outside of demised premises 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. MC Cable is acceptable for the last not-to-exceed 6' flexible connections to electrical devices such as lighting fixtures in the ceiling. This would have to be connected from a J box. Romex IS NOT allowed.
3. All circuit panels must be balanced. Balancing will be verified by Tenant's Electrical Contractor.
4. Access to electrical room will be provided by Landlord's representative. Arrangements must be made seventy-two (72) hours in advance.

### **FIRE PROTECTION SYSTEM**

1. Typically, Landlord provides a main in each tenant space. Tenant's Contractor shall extend sprinkler system using approved branch piping and sprinklers as required to complete the system. Sprinkler Contractors must send electronic drawings (in PDF format). The fire protection review submittal should include drawings, calculations and lists of equipment (valves, sprinkler heads including sprinkler identification number (SIN), etc.).
2. Any deficiencies found must be corrected in full compliance with comments from Landlord's Contractor.

**NOTE: Contractor must use schedule 40 pipe. Thin wall pipe is not permitted.**

### **FIRE SPRINKLER SYSTEM**

**The General Contractor shall ensure the Fire Protection Contractor is aware of and complies with all comments on the Landlord approved construction drawings. All plans must be approved before construction begins.**

1. Each space within the center, whether currently sprinkled or not is required to be fully sprinkled. This system shall originate at Landlord sprinkler manifold with tamper and flow switches, pipe to Tenant's premises and terminate with an isolation valve. The sprinkler system shall also include a Tenant-provided, independently monitored fire alarm control panel.
2. The main sprinkler system is monitored by an alarm company and Contractors must not tamper with these systems.
3. The General Contractor shall contact Landlord's representative not less than seventy-two (72) hours in advance to schedule a sprinkler system tie-in to the Tenant system.
4. Before a shut down for final connection can occur, the system shall be hydrostatically tested and made ready for "tie-in". A copy of the approved hydrostatic test will be given to Landlord's representative prior to connection to the sprinkler main.
5. Fire extinguishers must be located on the job site during construction to meet all city, state and OSHA requirements.

### **FIRE ALARM SYSTEM**

1. Each space within the center is required to have a stand-alone fire alarm system that is independently monitored. This system in turn will be connected to Landlord's block fire alarm control panel via an interface module to monitor for system operation and trouble.
2. All life safety systems requirements associated with the Tenant's construction are subject to review by Landlord.
3. The General Contractor and his subcontractors shall be aware that each building within the center may have unique features and has been reviewed by the local authorities accordingly.

### **GAS SERVICE (verify in field)**

**An independent utility metered natural gas service may be provided to the Tenant Space. Contractor shall verify service condition and operation upon arrival to site.**

1. Contractor shall verify gas service meter number and address with Landlord prior to modifying system or interrupting service. Gas meters and service entry points may be located in basements below the respective Tenant space or located at a remoted gas meter room located within the basement.
2. The local gas utility provides high pressure gas to many areas within the Center.
3. All gas piping installed within the Tenant's space or serving Tenant equipment shall be installed per code requirements, labelled and inspected by local officials and reviewed with Landlord.

## CCP CONSTRUCTION RULES AND REQUIREMENTS

4. Enclosure requirements should be verified with the local government agency. Vented shafts, chases, etc., may be required along the route.

### **HEATING, VENTILATION & AIR CONDITIONING (HVAC)**

**The General Contractor shall ensure the HVAC/Mechanical Contractor is aware of and complies with all comments on the Landlord approved construction drawings.**

1. Standards of design and construction shall be in accordance with latest ASHRAE and SMACNA Guides.
2. Remote roof top condenser installations will need to be reviewed and approved with Landlord prior to commencement of work. All condenser curbs and/or platforms shall be provided by General Contractor and installed by Landlord's base building Roofing Contractor at Tenant's sole cost and expense. All condenser curbs shall be new factory-welded curbs manufactured to match the new condenser. All condenser services including power, control wiring, and refrigerate piping shall be located on blocking and installed per Landlord's requirements and the latest roofing manufacturer's standards.
3. Provide clear access to all equipment in ceiling space per governmental codes.
4. Contractor will maintain access to all Landlord's equipment and shut off valves.
5. When the Tenant's HVAC system is ready for start-up, Landlord's representative shall be notified at least seventy-two (72) hours in advance, allowing time to schedule an operational inspection. The system shall be 100% operational before store opening.
6. An air-balance of the system must be performed by an independent temperature controls contractor as required by Landlord, with a certified air-balance report submitted to Landlord's representative before the store opens. The General Contractor's construction deposits will not be processed for return until this report is received.
7. All Tenant's equipment, including piping must be clearly labelled with Tenant's name.

### **PLUMBING**

**The General Contractor shall verify the Plumbing Contractor is aware of and complies with all Landlord comments on the Landlord's approved construction drawings.**

1. Landlord's representative will designate sanitary, domestic water and other utility lines to be used or if new lines will need to be brought to the demised premises. These utility lines may exist outside the leased premises.
2. Work requiring access into adjoining Tenant spaces shall be coordinated by the General Contractor through Landlord's representative. Any damage caused by this work shall be corrected by the General Contractor at his expense.
3. Ensure all sanitary clean outs are exposed and remain accessible. Since many trades can affect this requirement, the General Contractor shall ensure all subcontractors are aware of any existing clean outs.
4. A CD of camera video showing inspection is required. Provide this CD to the Landlord's representative.
5. Typically, Tenant spaces are served by independently metered water service. If existing conditions deviate, coordinate with Landlord's representative.
6. All supply water lines, exposed or concealed, shall be insulated. Ensure that this insulation material is plenum rated.
7. The General Contractor shall ensure the Plumbing Contractor does not leave any uncapped or open sanitary or vent lines, etc. Unnecessary clean-up can be costly and offensive.
8. Floor drains must be installed in all restroom floors.
9. Copper, steel, cast iron or any other code-complying metal shall be used for all piping.
10. When construction is completed, all sanitary lines shall be "routed out". Written notification indicating date and time shall be provided to Landlord's representative before barricade is removed.

### **FLOOR / DECK INFORMATION**

1. All restroom floors are to be waterproofed with an elastomeric membrane. Waterproofing must extend a minimum of 4" up all wall surfaces. A 24-hour flood test will be required of the waterproofing membrane.
2. All kitchens, food preparation and serving areas must have a waterproof membrane.

## CCP CONSTRUCTION RULES AND REQUIREMENTS

3. Floor drains are required in all toilet rooms and kitchen areas. The floor shall be sloped to the drain to ensure proper drainage.
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. Anti-Fracture Membrane/Floor Isolation per Tenant Design Criteria: it is recommended to install an Anti-Fracture Membrane at the column lines, transitions between the structural slab/geo-foam supported slabs and any shrinkage cracks that are evident. Depending on the condition and exposure of the area, it may be beneficial to treat an entire area.

## COMPLETION OF CONSTRUCTION

Landlord will release to the Tenant's Contractor the balance of Contractor's deposit and/or Tenant Allowances to the Tenant only upon receipt of all of the following items:

### STORE OPENING INSPECTION

1. **Notice of Completion of Tenant Construction:** Tenant's General Contractor must notify Landlord's representative when store construction is completed and the space is ready for the punch list walkthrough. Notice must be provided a minimum of seventy-two (72) hours prior to scheduled walkthrough.
2. **Final Construction Punch List:** A punch list walkthrough must be performed with the Tenant's Contractor and the Landlord's representative before opening of the premises. The punch list will identify outstanding work to the storefront, display area, rear entrance and other areas of the space and/or roof that needs to be completed, modified or repaired. Tenant's Contractor will review punch list with Landlord's representative when the work is completed. The Landlord's representative must physically sign off on each item of the punch list for the work to be considered acceptable. If the punch list work is not completed within 30 days, Landlord, at its option, may perform the work and deduct the costs from Tenant's Contractor's construction deposit or the Tenant Allowance. ***The storefront barricade must not be removed until all items on the Final Construction Punch List have been completed and approved by Landlord's representative.***
3. **Pre-Opening Construction Completion Checklist** will be reviewed at this time to ensure all Landlord issues and deficiencies have been corrected prior to store opening.
4. **Certificate of Final Inspection:** Before the Tenant opens for business and prior to the storefront barricade being removed, a Certificate of Final Inspection must be obtained and a copy submitted to the Landlord's representative.
5. **Stocking & Merchandising**
  - a. The Landlord cannot be responsible for Tenant's merchandise. Merchandise may not be stored outside the confines of the leased space.
  - b. Debris associated with merchandising must be discharged in the waste dumpsters designated by Landlord's representative. Prior to Grand Opening, Tenant's contractor shall coordinate with Landlord's representative Construction and Merchandising Debris dumpsters' location and installation.
  - c. Landlord's representative will designate the loading area and route from area to space.
6. **As-Built Drawings:** Tenant's Contractor on Tenant's behalf will submit to the Landlord's representative one (1) set of as-builts and one (1) complete CD which accurately show lease lines, dimensions of space, locate all underground utilities and equipment, and any modifications to the base building structure.
7. **Air Balancing Report:** Three (3) copies of written report by an AABC certified air balancing company, which includes warranties and maintenance schedules, shall be provided to the Landlord's representative.
7. **Contractor's Letter Requesting Deposit Refund:** The Construction Deposit Refund must be requested in writing on company letterhead. The Federal Tax I.D. number must be included. The General Contractor's construction deposit will not be processed for return until an air balance report is received and all Landlord issues are resolved. Allow a minimum of sixty (60) days for processing the return of construction deposits. Tenants will be notified of all returned construction deposits.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: <b>Agent contact's name</b>
	PHONE (A/C, No, Ext): <b>555 555-5555</b> FAX (A/C, No): <b>555-555-6666</b>
Agent/Broker Name	E-MAIL ADDRESS: <b>Agent contact's email address</b>
Agent/Broker Address	INSURER(S) AFFORDING COVERAGE
INSURED	INSURER A: <b>Insurer Name Here</b>
	INSURER B: <b>Insurer Name Here</b>
	INSURER C: <b>Insurer Name Here</b>
	INSURER D: <b>Insurer Name Here</b>
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	1234567	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			SAMPLE TENANT'S GENERAL CONTRACTOR CERTIFICATE			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			3456789	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4567890	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Location -Country Club Plaza

Country Club Plaza KC Partners LLC, Country Club Plaza JV LLC, The Macerich Company, and The Taubman Company LLC are designated additional insureds per form# CG 2026 07/04 (Additional Insured - Designated Person or Organization)

Waiver of subrogation applies in favor of additional insureds. Coverage is primary and non-contributory to any other insurance available to the additional insureds.

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Country Club Plaza KC Partners LLC c/o Country Club Plaza 4706 Broadway, Suite 260 Kansas City, MO 64112	AUTHORIZED REPRESENTATIVE



POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p><b>COUNTRY CLUB PLAZA KC PARTNERS LLC; COUNTRY CLUB PLAZA JV LLC;</b></p> <p><b>THE MACERICH COMPANY</b></p> <p><b>and</b></p> <p><b>THE TAUBMAN COMPANY LLC</b></p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



## Construction Deposit and Fee Information

### Refundable deposits:

1. Construction Deposit
  - a. Retail projects with a cost less than \$100,000.00 \$2,500.00
  - b. Retail projects with a cost more than \$100,000.00 \$5,000.00
  - c. Restaurant projects, regardless of cost \$8,000.00
2. Roof penetrations/work \$500.00
3. Core drilling \$500.00

### Non-refundable fees:

1. Administrative fee \$350.00
2. Sprinkler drain down, if required \$150.00

All deposits/fees must be paid by separate check made payable to Country Club Plaza JV LLC.

A current company Form W-9 must be submitted with the deposit check(s) in order to facilitate any deposit refunds at the end of the project.

There is currently no barricade fee required, however all barricades placed must be certified by an engineer as to structural integrity, proper attachment to building and stability.



## Check List for Pre-Construction Meeting

The following items should be brought to the pre-construction meeting. All forms should be completed and signed prior to the meeting:

- \_\_\_\_\_ Construction Deposit and Fee Information Acknowledgement Form
- \_\_\_\_\_ General Contractor Information Form
- \_\_\_\_\_ Fire Sprinkler Work Acknowledgement Form
- \_\_\_\_\_ Roof Penetrations/Work Acknowledgement Form
- \_\_\_\_\_ Concrete Core Drilling/Saw Cutting Acknowledgement Form
- \_\_\_\_\_ Tenant Materials Use Agreement Form
- \_\_\_\_\_ Landlord-Approved Construction Drawings and Rules and Regulations Acceptance Form
- \_\_\_\_\_ Check for refundable Construction Deposit
- \_\_\_\_\_ Check for non-refundable Administrative Fees
- \_\_\_\_\_ General Contractor's Certificate of Insurance
- \_\_\_\_\_ General Contractor's Form W-9
- \_\_\_\_\_ List of Subcontractors to be used on the project
- \_\_\_\_\_ Construction Schedule
- \_\_\_\_\_ Copy of Building Permit

You will be give copies of all signed documents and receipts for all deposit and fee checks.



## Construction Deposit and Fee Information

**Tenant's Name:** \_\_\_\_\_

**Tenant's Address:** \_\_\_\_\_

Prior to the commencement of construction, Tenant or Tenant's General Contractor shall provide Landlord a construction deposit in the amount of \$2,500.00 for projects with a budget less than \$100,000.00; \$5,000.00 for projects with a budget greater than \$100,000.00; or \$8,000.00 for any restaurant project. The deposit shall be paid in the form of a check made payable to Country Club Plaza JV LLC. The construction deposit shall be held against any breakage caused by Tenant and/or Tenant's General Contractor, any cleanup, as indicated below, which must be performed by Landlord due to Tenant's or Tenant's General Contractor's non-performance, and any accrued monetary penalties.

The Tenant or Tenant's General Contractor shall also submit a separate check in the amount of \$350.00 for non-refundable Administrative Fees and a current company Form W-9.

There is currently no barricade fee required, however all barricades placed must be certified by an engineer as to structural integrity, proper attachment to building and stability.

The following construction regulations must be followed at all times during the construction period:

- 1) Tenant and/or Tenant's General Contractor shall cause its contractors to maintain the Leased Premises in a clean and orderly condition during construction. All unusable shipping containers, packaging and other debris shall be broken down and contained within the Leased Premises until removed on a daily basis by Tenant or Tenant's General Contractor to containers provided by Tenant or Tenant's General Contractor, outside Landlord's building at an approved designated area.
- 2) Flammable waste must be confined to covered metal containers until removed by Tenant or Tenant's General Contractor. All useable construction materials, equipment, fixtures, merchandise, etc., must always be contained within the Leased Premises. Service/exit corridors and the exterior of Landlord's building shall be kept clear and clean at all times.
- 3) If Tenant or Tenant's General Contractor fails to clean as described above, Landlord may, but shall not be obligated to, clean as needed and deduct the cost of same from the Tenant and/or Tenant's General Contractor's construction deposit.

The construction deposit shall be refunded, minus any damages or penalties incurred, upon completion of the project after the following have been provided:

- Completed construction punch list with Landlord's approval
- Unconditional release of liens from all sub-contractors, vendors and suppliers
- Final Certificate of Inspection
- Written request for return of deposit

I/we the undersigned have read, understand and accept the above construction deposit and fee statement and agree to comply as indicated.

---

Tenant or Tenant's General Contractor Signature

---

Tenant or Tenant's General Contractor Printed Name

---

Company Name

---

Company Mailing Address

---

Company City, State and ZIP Code

Date: \_\_\_\_\_



### General Contractor Information

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

**Tenant Address:** \_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Office Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Project Manager Name

\_\_\_\_\_  
Cell Phone Number

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

\_\_\_\_\_  
Site Superintendent Name

\_\_\_\_\_  
Cell Phone Number

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



### Fire Sprinkler Work Acknowledgement

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

**Tenant Address:** \_\_\_\_\_

As the General Contractor, I hereby agree not to perform any fire sprinkler work in the above referenced space until approved fire sprinkler plans are received from Landlord's Sprinkler Contractor. I also acknowledge that there is a non-refundable fee of \$150.00 for each drain down event. Fees must be paid by check made payable to Country Club Plaza JV LLC and prior to drain down work commencing.

\_\_\_\_\_  
Contractors Signature

\_\_\_\_\_  
Contractors Printed Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_



### Roof Penetrations/Work Acknowledgement

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

**Tenant Address:** \_\_\_\_\_

All roof penetrations must be approved in writing by Landlord and completed by Landlord's roofing contractor, Western Roofing Company.

A refundable deposit of \$500.00 is required prior to any roof opening or roof work commencing. The deposit will be held until the flashing, pitch pockets and roof work has been checked for leaks and Landlord's roofer has been paid. The deposit must be paid by check made payable to Country Club Plaza JV LLC.

Roofing Contractor:  
Chip Manson  
Western Roofing Company  
3119 Bell  
Kansas City, MO 64111  
(816) 931-1075 – Phone      (816) 931-1455 – Fax

As the General Contractor, I hereby agree to not perform any roof penetrations or other roof work over the above referenced space until approved in writing by Landlord. I also acknowledge that there is a deposit of \$500.00 required prior to the commencement of any roof work.

\_\_\_\_\_  
Contractors Signature

\_\_\_\_\_  
Contractors Printed Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_





### Concrete Core Drilling/Saw Cutting Acknowledgement

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

**Tenant Address:** \_\_\_\_\_

All core drilling or saw-cutting of existing concrete must be approved in writing by Landlord prior to any such work commencing. I acknowledge a refundable deposit of \$500.00 is required prior to any core drilling or saw-cutting work commencing. The deposit must be paid by check made payable to Country Club Plaza JV LLC. At the contractor's expense, all core drilling or saw-cutting of concrete must be examined and approved by a licensed structural engineer in conjunction with obtaining an x-ray of the penetration area.

All concrete core drilling and saw-cutting work must occur after normal center business hours and only upon a minimum of seventy-two (72) hours prior notice to Landlord. No jackhammering of penetrations is permitted.

\_\_\_\_\_  
Contractors Signature

\_\_\_\_\_  
Contractors Printed Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_



## Tenant Materials Use Agreement

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

**Tenant Address:** \_\_\_\_\_

As the general contractor, I hereby agree that only asbestos-free materials will be used or installed during construction. The determination of asbestos-free shall be made in accordance with all the applicable state and federal regulations, and may be based upon data provided either by a Manufacturer Safety Data Sheet (MSDS), a certification by the manufacturer, or by laboratory results. I also agree to immediately notify the center management staff in the event asbestos-containing materials are identified and agree to maintain/dispose of these materials in compliance with all applicable state and federal regulations.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Contractors Printed Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City, State and ZIP Code

Date: \_\_\_\_\_



**Landlord-Approved Construction Drawings  
and Rules and Regulations Acceptance**

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

**Tenant Address:** \_\_\_\_\_

I hereby acknowledge receipt of Landlord-Approved Construction Drawings and Rules and Regulations from the Tenant Coordinator/Project Manager for the construction performed on behalf of the above listed Tenant.

A copy of the Landlord-Approved Construction Drawings and Rules and Regulations will remain on site at all times during construction.

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Contractor's Printed Name

\_\_\_\_\_  
Company Name

Date: \_\_\_\_\_



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

Tenant Address: \_\_\_\_\_

STOREFRONT	ACCEPTABLE	NOT ACCEPTABLE	COMMENTS
All doors open and close properly			
Glass at storefront is well secured and properly fastened			
Signage is operational			
No visible UL labels on signage			
No sign company trademarks on signage			
Entry tile work properly grouted			
Transitions operational			
Store front material is installed in accordance with plans			
Storefront material is free of chips, visible screw heads,			
Sign band, soffit and neutral pier complete			

WINDOW INTERIOR	ACCEPTABLE	NOT ACCEPTABLE	COMMENTS
Floors properly finished			
Area papered/painted			
Electrical outlets properly cut & covered			
Windows, ceiling base properly caulked			
All trim finished in a professional manner			

WALLS	ACCEPTABLE	NOT ACCEPTABLE	COMMENTS
Walls finished to a continuous, smooth surface			
Shelf brackets and standards properly installed			
Sales to stock wall run to deck and dampered, 1 hour rated			

CEILING	ACCEPTABLE	NOT ACCEPTABLE	COMMENTS
Ceiling complete			
Grids securely in place			

FLOOR	ACCEPTABLE	NOT ACCEPTABLE	COMMENTS
Floor completely laid			
Floor surface even and without bubbles, gaps or holes			
Restaurant floors waterproofed			
Glue, dust, removed, edges clean cut			
Seams in carpets visible			

BASE & WALL TRIM	ACCEPTABLE	NOT ACCEPTABLE	COMMENTS
Base/trim is continuous and consistent with no gaps/holes			
Gaps between wall and base and trim properly caulked			

BACK ROOM	ACCEPTABLE	NOT ACCEPTABLE	COMMENTS
Floor complete			
Name on back door			
Timer clock for sign and lighting			

RESTROOM	ACCEPTABLE	NOT ACCEPTABLE	COMMENTS
Restroom complete			
Restroom floor waterproofed			
Cleanout installed			
Flush toilet several times			
Grease traps in all food stores			
Floor drains installed			
Remove abandoned or unused pipe			

ELECTRICAL	ACCEPTABLE	NOT ACCEPTABLE	COMMENTS
Panel clearly labeled			
Correct lighting installed and functioning			
Transformer located on floor			

HVAC	ACCEPTABLE	NOT ACCEPTABLE	COMMENTS
Duct work complete			
No flex duct runs more than 6'			
Thermostat installed and functional			
Roof top units properly curbed, labeled, area cleaned			
System balanced, Testing and Balance Report issued			

ADDITIONAL ITEMS	ACCEPTABLE	NOT ACCEPTABLE	COMMENTS
Store is clean			
City Certificate of Occupancy or Final Inspection Report			
Building Permit plus attachments			
Debris container removed and area clean			
Utilities transferred			
Fees paid			
Final Waiver of Liens for GC and all subs			
As Builts issued			
Warranty for not less than (1) year against defects			

General Contractor's Signature

Printed Name

Landlord's Representative's Signature

Printed Name

Date Completed