

Tenant Construction Manual

Rev: September 2017

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TENANT CONSTRUCTION RULES AND REGULATIONS

1. Introduction

The following set of Construction Rules and Regulations has been created to facilitate the most productive work environment for all parties given the fact that you will be working in a functioning shopping center. Your cooperation along with your associates is required for the success of the center as well as your project. Any questions or concerns that may arise regarding these rules during the construction of your space should be brought to management immediately. Management staff is here to help facilitate the construction and the opening of your client's store and we will do whatever is necessary to make this a productive process.

2. Project Directory

Kim Dunphy Tenant Coordinator 410 North Michigan Ave, Suite 1000 Chicago IL 60611

Telephone: (312) 640-2000 Email: <u>kim@dmassociates.com</u>

Ken Sterba General Manager 1201 Boston Post Road Milford, CT 06455

Telephone: (203) 301-2250 FAX: (203) 874-5812

Email: ksterba@centennialrec.com

Bill DiSiero Facilities Manager 1201 Boston Post Road Milford, CT 06455 Telephone: (203) 301-2248

FAX: (203) 874-5812

Email: bdisiero@centennialrec.com

GOVERNMENT AGENCIES

Building Departments

Building Dept. City of Milford Parsons Office Complex 70 West River Street Milford, CT 06460

Telephone: (203) 783-3234

 All General Contractors must have a Major Contractor's License to work in the mall. Contact the State of CT, Dept. of Consumer Protection, Occupational & Professional Division. Phone: (860) 713-6135 FAX: (860) 713-7239 or http://www.state.ct.us/dcp/ Joseph D. Griffith, Director igriffith@ci.milford.ct.us
Department of Permitting and Land Use City of Milford 203-783-3374

Building Inspector
Charles Corell
ccorell@ci.milford.ct.us
Department of Permitting and Land Use
City of Milford
203-783-3374

Fire Department

72 New Haven Ave. Milford, CT 06460

Telephone: (203) 874-6321

FAX: (203) 783-3744

Gary Baker

Assistant Chief/Fire Marshal gbaker@ci.milford.ct.us

Anthony W. Fino AFino@ci.milford.ct.us Senior Fire Inspector Milford Fire Marshal's Office (203) 783-3755

Health Department

82 New Haven Ave. Milford, CT 06460

Telephone: (203) 783-3285

Tara Mustakos Wassmer, REHS/RS, CHES

Environmental Sanitarian

Emergency Preparedness Coordinator City of Milford Health Department

203-783-3316

Utility Representatives

Electric Company	United Illuminating Co. Telephone: 203-499-3333 or 800-722-5584. Contractor must provide a "Service Order Job Number" before access is granted if any revamp of meter service is required. United Illuminating will provide a job number.
Gas Company	Southern Ct Gas Co. Telephone: 800-659-8299
Water Company	Regional Water Authority Telephone: 203-624-6671

Telephone Company

AT&T

Telephone: 800-448-1008

LANDLORD'S REQUIRED CONTRACTORS:

Roofing

Morris Roofing Solutions, Inc.	Contact: Anthony Morris
	401-722-2229 401-265-2058 ©

Fire Detection / Life Safety

SimplexGrinnell Contact List

SERVICE RESOURCE CENTER - (Service Calls)

888-777-5767

SRC_Inbound@simplexgrinnell.com

Sales - Fire Alarm

Jim Berg-Johnson 203-886-9425

Jbergjohnson@simplexgrinnell.com

Sales - Sprinkler

Chris Perry (860) 712-7094

CPerry@simplexgrinnell.com

Sales - Inspection Contracts

Ryan Duft 860-338-9044

RDuft@simplexgrinnell.com

INSPECTION SCHEDULING

Sam Arwood

(860) 602-3168

SArwood@simplexgrinnell.com

Inspection Deficiency Rep

Frank Distefano

FDistefano@simplexgrinnell.com

203-206-5010

Inspection Manager

Ben Moreau

(860) 602-3180 bmoreau@simplexgrinnell.com

Fire Alarm Service Manager

Bill Bedore

(860) 602-3162

wbedore@simplexgrinnell.com

Sprinkler Manager

Steve Jaquith
(860) 602-3177
SJaquith@simplexgrinnell.com

TPC Associates Inc.
261 Pepe's Farm Road
Milford, CT 06460
203.878-1321 Ext. 110 Office
203.783-0807 Fax

Tom Cafora
X 105
tcafora@tpcsystems.com

Jason Melendez
SERVICE SUPERVISOR
imelendez@tpcsystems.com
(203)878-1321 EXT108
(203)449-4742

Trash Removal

Chris Jones
Inside Operations Specialist
Office: (317) 279-6896 Ex. 203
Cell: (317) 459-8693
cjones@keteres.com
www.keteres.com
Thomas Knecht
Regional Manager – Northeast
Cell: (317) 363-4748
tknect@keteres.com

PRE-CONSTRUCTION MEETING

Prior to the start of construction, a mandatory pre-construction meeting between Management and the General Contractor must be held. Monday through Friday, please contact Bill DiSiero to arrange a pre-construction meeting (203-878-6837). This meeting must be scheduled at least three days prior to the proposed start date. At the pre-construction meeting, the following documents must be submitted:

- a) Building Permit including any municipal, county, state or federal permits.
- b) Proper evidence of Insurance Coverage (as outlined in Section 4)
- c) Contractor Deposit (as outlined in Section 5)
- d) Landlord's Final Approved set of Construction Drawings
- e) Permit set of Approved Construction Drawings
- f) Construction Schedule (as outlined in Section 6)
- g) List of telephone numbers and addresses for all contacts, including contractor's home office contacts, all sub-contractors, emergency numbers and contacts. (Exhibit B is to be fully completed prior to the Construction Orientation Meeting)
- h) Exhibit "A" signed by General Contractor (see attachment).

INSURANCE REQUIREMENTS

- 1) Tenant shall not permit its General Contractor to commence any work until all required insurance has been obtained and certificates evidencing such insurance have been delivered to Landlord. Project must be specified on document.
- 2) Tenant's General Contractor's and Subcontractor's Required Minimum Coverage's.
 - A. Commercial General Liability including:

Not less than \$1,000,000 each occurrence, \$1,000,000 personal and advertising injury, \$2,000,000 general aggregate, and \$2,000,000 products-completed operations.

Coverage will include:

- 1. General aggregate
- 2. Per occurrence
- 3. Personal Injury and Advertising Injury
- B. Commercial Business Auto Liability, including:
 - \$1,000,000 combined single limit
 - 1.Owned
 - 2. Hired or borrowed
 - 3. Personal Injury and Advertising Injury
- C. Worker's Compensation and Employers Liability:

Statutory Limits under Worker's Compensation and \$1,000,000 Employers Liability

- D. Umbrella and Excess Limits \$3,000,000 or such other amount as may be necessary to cause the sum of the party's general liability general aggregate amount plus the party's umbrella/excess amount to equal \$5,000,000
 - \$1,000,000 combined single limit
 - 1.Owned
 - 2. Hired or borrowed
 - 3. Personal Injury and Advertising Injury

- Tenant's Builder's Risk Insurance Completed Value Builders' Risk Material Damage Insurance policy covering the work to be performed for Tenant in the Premises as it relates to the building within which the Premises is located. The policy shall include as insureds Tenant, its General Contractor, all subcontractors and Landlord, as their interests may appear. The amount of insurance to be provided shall be at one hundred percent (100%) of the replacement cost.
- 4) Tenant shall require its General Contractor and subcontractors to include Landlord and the other additional insureds listed below as additional insureds with respect to their commercial general liability and excess/umbrella liability insurance, on a primary and non-contributing basis.
 - Tenant shall require its General Contractor and subcontractors to waive their subrogation rights against Landlord and the other additional insureds, with respect to all coverages required herein.
- 5) Certificates of insurance shall provide that no reduction in the amounts or limits of liability or cancellation of such insurance coverage shall be undertaken without (30) thirty days' prior written notice to Landlord.
- 7) The insurance required under this Exhibit shall be in addition to the insurance required to be procured by Tenant pursuant to the Lease.
- 8) Certificate Holder:

6)

Centennial Real Estate Management LLC 8750 N. Central Expressway, Suite 1740 Dallas, TX 75231

Attn: Chief Operating Officer (with copy to Connecticut Post Mall - Management Office)

9) Each Certificate is required to name the following as additionally insured, <u>verbatim</u>:

<u>Additional Insured:</u> (must be included on the Certificate word for word).

"The Connecticut Post Limited Partnership and its members, owners, partners, shareholders, affiliates, and mortgagees; Centennial Real Estate Management, LLC; other entities or individuals Owner may designate from time to time; and, with respect to each of the foregoing, its managers, officers, directors, employees, representatives, agents, successors, and assigns."

Landlord may revise this list of required additional insureds from time to time.

CONSTRUCTION FEES AND DEPOSITS

Contractor Deposit

A construction deposit of \$5,000 (of which \$2,500 is non-refundable), in the form of a cashier's check made payable to **Connecticut Post LP**, will be required upon sign-in. Access will be denied to the premises until the deposit has been received as stipulated above.

Construction Schedule

General Contractor shall furnish a detailed construction schedule in graphic form detailing workflow. Essential start dates and completion dates are required for all trades. Deliveries of heavy items or in large quantities must be noted on the schedule. Access to loading zones and freight elevators will be limited and must be scheduled in advance with Management.

Tenant Utilities

It is required that Tenant or Tenant's General Contractor submit service work orders for utility services to be transferred into tenant's name **prior to construction**. Contact information has been provided for you.

- Each Tenant is required to install an electric meter, (or have service placed in tenant's name), for their space by contacting the local electric utility.
- A Gas Meter is required for tenants requiring the service.
- A Water Meter is required for tenants with a high daily water usage (food, salons).

Contractor Work Area and Practices

General Contractor must conduct its labor relations / relations with its employees and sub-contractors in such a manner as to avoid strikes, picketing and boycotts of, on or about the job site and / or the Shoppingtown. Any major noise which in Management's sole discretion may interfere with adjacent tenancies must be done after mall hours or prior to 8:00AM.

\$500.00 fine will be imposed for each infraction

Tools, work material and supplies shall be confined to the premises. No work or material is to be conducted on or stored in service corridors or mall common areas.

\$500.00 fine will be imposed for each infraction.

It is the General Contractor's responsibility to secure tools, equipment and material at the end of each day.

General Contractor must provide an entry carpet within their barricade to prevent dust from trailing out to the mall common area.

General Contractor shall also be responsible for the mopping and sweeping of common areas free of construction dirt and debris.

\$500.00 fine will be imposed for each infraction.

Tenant and General Contractor shall wear the appropriate attire to prevent injury to their personnel and other persons on the job site. Hard Hats are strongly recommended. Proper footwear and clothing are required within the new construction area to prevent injury. Tenant and General contractor will comply with all OSHA requirements and guidelines.

Tenant and General Contractor shall protect their work from damage and shall protect the work of other Tenants and Landlord from damage by Tenant, General Contractor and/or employees and sub-contractors.

Permit and Documents

All Permits, Inspection Sign-off sheets and Permit Construction Documents shall be posted securely in the premises. General Contractor shall notify Management when inspectors arrive for Building and Fire final inspections.

Loading Zone and Deliveries

Absolutely no deliveries can be made through the common areas of the mall during the hours of operation. All loading (after 10:00 am to 9:00pm) and unloading of materials will be restricted to Landlord designated areas only. No vehicles are to be left unattended, unattended vehicles will be towed at owner's expense.

Only designated freight elevators are to be used for transport of delivered materials. Common areas, escalators, passenger elevators and freight elevators servicing the operational mall are never to be used. See Last Page...

\$500.00 fine will be imposed for each infraction

Only carts or dollies with pneumatic (air filled) or soft rubber wheels will be allowed.

^{*}Mall Management will advise if this applies to your space

All large deliveries or deliveries of heavy items are to be scheduled in advance with management. Loading and off loading areas are limited; if your loading or off loading requirements are in excess of ½ hour it must be scheduled in advance or the truck will be turned away. All delivery companies should have the Contractor's telephone number and alternate numbers.

Trash Removal

Trash removal is the responsibility of the contractor. Use of mall compactors is prohibited. Coordination for disposal may be made through Waste Management. (855) 690-7785. Open top dumpsters may be placed at remote locations of the property so designated by mall management. No debris may be stored in the common areas. Dumpsters must be emptied before they reach capacity. To enforce short durations, a dumpster pad rental fee will apply. No debris may be stored in the common areas. \$500.00 fine will be imposed for each infraction.

Use of Service Corridors

Service corridors are for the use of all Tenants to transport material and deliveries. No work or storage of material shall be conducted in service corridors. Any items found in the corridors shall be confiscated.

\$500.00 fine will be imposed for each infraction.

Parking Zones

Landlord has designated parking for Tenant's contractor and subcontractors (see attached site plan). Contractor's vehicles parked in No Parking Zones, Loading Zones and/or in non-designated areas will be towed at vehicle owner's expense. See Last Page... **\$100.00** fine per vehicle will be imposed for each infraction.

Work Hours

Interior work may occur 24 hours a day. Noise that can bother neighboring tenants is limited to non-operating hours; however; construction projects within the Foodcourt may require various additional operating approvals by Mall Management. Before and after hours' work will need to be coordinated using, the After Hours Permit. This permit identifies your workers to security as having permission to be in the mall during non-business but limits activity – they must remain within the demised premises only. This permit is available at Security Central.

No Smoking Policy

Smoking and Vaping is prohibited on the premises, common areas or base building construction site. **\$500.00** fine will be imposed for each infraction

Storefront Barricade Policy

Barricades are required for all store remodels and renovations and will be provided by the Landlord, the cost of which will be reimbursed by the contractor. Food Court barricade designs may require special approval by Mall Management. Barricade graphics are at the tenant or tenant contractor's expense. Landlord's barricade program requires the use of specific graphic elements and colors. Graphics are installed by the mall. Barricades may not be more than (4) four feet from the storefront and typically, only (3) three feet from the storefront. Lower level barricades are required to have a hard lid. Barricades once in place cannot be removed without the approval of Management, nor may they be altered in any way (i.e. contractors are not permitted install doors, etc). Prior to store opening, the General Contractor will remove and dispose of storefront barricade. General Contractor is responsible for the repair and painting of the mall ceiling from the exterior barricade wall to the storefront.

Back Door Name & Address

Mall will provide a standardized branded name plaque with store number.

Paint Color

Contractor needs to contact the Facility Manager for paint color. (Neutral Piers or Ceiling).

Quality of Workmanship

Merchant's work shall be performed in a through, first class and workmanlike manner and shall be in good usable condition at the date of completion thereof. If in the Landlord's judgement, the Merchant's work is not completed in a first class and workmanlike manner, the merchant will not be allowed to open until said discrepancies are corrected.

Supervision

General Contractor shall provide a full-time supervisor or representative on site at all times when construction is being performed in retailer's space. On site supervisor name shall be submitted with construction schedule.

Approved Design

Retailer's store shall be constructed in accordance with the plans, which have been approved by the Tenant Coordinator. These plans will comply with all city, county, and state rules, ordinances and regulations relating thereto. If the store has not been constructed in accordance with said plans; the retailer shall not be permitted to open the store for business based on the obligations under the retailer's lease. A copy of said plans must be kept on the job-site at all times during construction.

IFC - 1017.4

Aisle access-ways in Group M

An aisle access-way shall be provided on at least one side of each element within the merchandise pad. The minimum clear width for an aisle access-way not required to be accessible shall be 30 inches. The required clear width of the aisle access-way shall be measured perpendicular to the elements and merchandise within the merchandise pad. The 30" minimum clear width shall be maintained to provide a path to an adjacent aisle or aisle access-way. The common path of egress travel shall not exceed 30 feet from any point in the merchandise pad; unless serving an area with fewer than 50 occupants, where the common path of egress travel shall not exceed 75 feet. Egress walk-through is required for aisle clearances.

Building Permit

Retailer shall apply all permits, coordinate building department submittal and pay all associated fees. Retailer shall apply for, and obtain all approvals and permits from the local health department if required. Building permit shall be posted in retailer's space before any work begins (i.e., demolition, rough framing, rough plumbing or electrical). A copy of the permits must be on file with the mall management office before work starts, and a copy must be placed in clear sight within the job space.

Security

Retailer shall ensure the security of retailer's premises by whatever measures deems necessary including the re-keying of all locksets.

Sign Posting

Retailer's contractor or subcontractors will not be allowed to post any signage containing the name or advertising of their firm to any part of the barricade, Shopping Center or premises at any time.

Landlord reserves the right to post a Notice of Non Responsibility on any entry into space as required by retailer's lease. Landlord may also post "Coming Soon" signs on the front of the retailer barricade.

Tool Loan

Contractor must always use their own tools and equipment. At no time, will the landlord rent or loan tools or equipment to the contractor or subcontractor. If the Landlord's tools or equipment are found in the possession of the contractor or subcontractor, a fine will be assessed. (i.e., gray whales, trash bins, flat carts or ladders).

\$500.00 fine will be imposed for each infraction

Public Restrooms

Contractor and subcontractors are not to use public restrooms to clean their tools.

\$500.00 fine will be imposed for each infraction

Prohibited Work / Practices and Hazardous Materials

Landlord reserves the right to prohibit the use of any substance the Landlord believes may be hazardous when used in the shopping center.

Use of toxic substances including floor sealant and paint products shall be scheduled with management and will not be allowed between the hours of 8:00 AM and 10:00 PM of each day. If toxic substances are used during these hours, work will be discontinued and the site will be shut down until approval to proceed work is granted by management and OSHA.

Any use of hazardous materials must be scheduled with management and <u>MATERIALS SAFETY DATA</u> provided prior to the start of construction.

\$500.00 fine will be imposed for each infraction.

Temporary Power for Construction

Landlord may provide a source for temporary construction power. General Contractor shall find a connection with the approval of Landlord. General Contractor shall be responsible for securing any wires and/or cables required preventing injury or damage to property and/or persons.

Connection to any other source of power is prohibited. The temporary power source is not to be used as a power source to power the entire store. Temporary power is for construction only and permanent power should be established as soon as possible. Temporary power will be billed at \$100.00 per day.

NFPA 1

- Emergency Lighting Power Source
 - Where emergency lighting facilities are required by the applicable provisions of the CSFSC for individual occupancies, the signs, other than approved self-luminous signs, shall be illuminated by the emergency lighting facilities. The level of illumination of the signs shall be in accordance with section 14.14.5.2.1 or 14.14.5.2.2 for the required emergency lighting duration as specified in the CSFSC. However, the level of illumination shall be permitted to decline to 60 percent at the end of the emergency lighting duration.

Fire Alarm System

General Contractor is required to use the designated base building Fire Alarm Contractor to complete all Fire Alarm (smoke detectors / duct smoke detectors) work within Tenant's premises at Tenant's cost. Existing smoke detectors must be covered or 'bagged' to prevent fouling and false alarms. Any false alarms will result in fines.

Prior to demolition, Contractor must contact mall Security Dept. to take the fire alarm system offline. Contractor will be responsible for any fines resulting from Fire Department false alarms.

Fire Alarm Testing may be scheduled **up to 10am** – No testing allowed after the mall opens at 10am.

Merchandise should not be stored within the tenant space until all fire protection systems have passed the necessary acceptance testing by the Milford Fire Marshal's Office and are determined to be fully operational with no deficiencies. At that point, the Milford Fire Marshal's Office permits the introduction of stock/merchandise, provided that you also have approval from the Building Department.

In addition, a full final inspection (walk-through) is required once the stock has been displayed. This walk-through is to determine compliance with the required aisle and aisle access way widths.

WARNING: It is imperative that General Contractors do not cut or disconnect any alarm wiring:

Acceptance Tests Need To Start On Time

- Mall requires tests prior to the normal operating hours of the Mall (10am)
- MFD have a limited time frame to complete the tests. Earliest inspection slots are typically 8:00am or 8:30am, based on our department's work hours
- That leaves a window of time of 1.5 to 2 hours' maximum. It is imperative that testing begin on time to test all required devices within the time allowed
- Testing personnel should arrive **before the Fire Inspector** to set up whatever is required for the testing

Adequate Personnel Should Be On Site

The acceptance test requires at least two (2) qualified personnel to test properly. One is required to activate the system
devices and one is required to be in the Security Office to receive the signal, interpret the signal, and perform the necessary
system reset procedure. The personnel should also have a means of communication between them such as cell phone, twoway radio, etc.

System Pre-Tests Are Strongly Recommended

Many times, the Fire Dept. arrive for a test and one or more devices do not function as required. Any area of non-compliance with the operational requirements set forth in the International Fire Code and/or NFPA 72 results in a <u>failed acceptance</u> test and the need for a re-inspection. This ends up leading to increased scheduling conflicts and longer project build times. Failures and re-inspections are a reality that we can accommodate; however, if the number of failures can be reduced, significant expenses can be avoided for both the Mall and the contractors. Installation pre-tests would certainly reduce the number of failed acceptance tests.

Personnel Should Be Familiar with The Installation

• Most of the failed acceptance tests are performed by technicians that were not the system installers. While this is not a violation of code, it provides no means of correction (or sometimes even explanation!) in the field. Example: A fire alarm technician activates a duct detector in my presence for the test. The duct detector activates the building fire alarm system properly, however, it does NOT shut down the respective fan as required by code. The technician performing the test may have never even been in the space before and cannot explain or troubleshoot the issue. Personnel familiar with the installation may be able to make field corrections to meet compliance during the initial testing. This combined with a system pre-test should solve this problem.

Coordination with Other Current Mall Projects

- The Mall operates like a small city in many ways. There are hundreds of different occupancies within the Mall and they are always undergoing varying levels of construction, remodeling, and maintenance service. A fire alarm acceptance test requires <u>full operation of the entire Mall's fire alarm system</u> (Anchor Buildings excluded)
- A full acceptance test cannot be performed if several areas of the Mall's fire alarm system are "off line" or otherwise rendered non-functional

Dual FACP interoperability

- The CT Post Shopping Mall employs a "dual control panel" system. Although this set-up is not desirable, it is permitted by code provided that they are "arranged to function as a single system"
- Any work performed must ensure that activation is realized on both systems, Edwards (TPC) and Simplex. Sometimes issues
 arise based on the two company's panels "not communicating" properly. A thorough pre-test should identify these types of
 issues early on

\$500.00 fine will be imposed for each infraction in addition to any charges incurred as a result of the contractor's negligence. Copies of additional charges (and the applicable invoices) will be made available to the General Contractor through the Management office.

Air Balance/Smoke Exhaust

General Contractor shall submit to the Landlord a Certified Air Balance report stating the actual amount of cubic feet of air per minute (CFM) being used in the premises. Additionally, Tenant shall not be allowed to open for business until a Smoke Exhaust Test is conducted.

Sprinkler System

General Contractor shall hire Landlord's designated sprinkler contractor. General Contractor shall be responsible to ensure that all sprinklers are capped and sealed at the end of each night. The system must be active each night and throughout the weekends. Any damages to property and/or persons will be the responsibility of the General Contractor. At no time, will there be a fire riser shutdown without the written approval of management in the form of the Fire Riser Shutdown Permit. Each Fire Riser Shutdown Permit shall be accompanied by a non-refundable check for \$500.00. No permit will be accepted without this check. The Shutdown Permit must be signed for no later then 10AM for the next business day's work, failure to do so will result in doubling the fee. Shutdowns are scheduled Monday through Thursday between 7:00 am and 8:30 am. Sprinkler shutdowns are not scheduled on Fridays. The security dispatch office must also be notified prior to a riser shutdown. Contact the Chief Engineer for assistance.

\$500.00 fine will be imposed for each infraction.

NFPA 13

 Systems Acceptance – Certificate for Aboveground Certificate for Aboveground Piping.

Approval of sprinkler systems and private fire service mains. The installing contractor shall do the following:

- (1) Notify the authority having jurisdiction and owner's representative of the time and date testing will be performed.
- (2) Perform all required acceptance tests.
- (3) Complete and sign the appropriate contractor's material and test certificate(s).
- Sprinkler Escutcheon Plates

Escutcheon plates used with recessed, flush-type, or concealed sprinklers shall be part of a listed sprinkler assembly. Cover plates used with concealed sprinklers shall be part of the listed assembly.

- Identification of Valves
 - All control, drain, and test connection valves shall be provided with permanently marked weatherproof metal or rigid plastic identification signs.

- The identification sign shall be secured with corrosion-resistant, wire, chain, or other approved means.
- The control valve sign shall identify the portion of the building served.

NFPA 72

- Sprinkler Waterflow Alarm-Initiating Devices
 Initiation of the alarm signal shall occur within 90 seconds of waterflow at the alarm-initiating device when flow occurs that is equal to or greater than that from a single sprinkler of the smallest orifice size installed in the system. Sprinkler water-flow alarm requires testing.
- Record of Completion
 A record of completion in accordance with NFPA 72 verifying that the system has been installed and tested in accordance with
 the approved plans and specifications shall be provided.

CT Post Mall – Milford, CT

Fire Alarm System – New Tennant Procedure

- 1. Utilizing the preliminary Construction Schedule provided by Simplex during the bid stage; General Contractor (GC) will be responsible to schedule updates, coordination of trades, & completion of the Work By Others (WBO). Scheduling of the FM will be done by Simplex.
- 2. Following Milford FM plan review/approval; Electrical Contractor (EC) begins demolition of the existing fire alarm.
- 3. Upon completion of demolition, Simplex will deprogram existing devices while simultaneously programing the space for the new devices. The new devices will be left in 'Installation Mode' to avoid multiple troubles reporting on the main panel.
- 4. The new device addresses shall be given to the EC, via email at this time.
- 5. Spaces will then be wired and devices installed according to the store schedule.
- 6. GC will coordinate a pre-test between EC, Simplex, and necessary trades after all devices/systems are installed. This includes, but is not limited to: Elevator recall, Sound system shutdown, Lighting system control, HVAC shutdown, Sprinkler tamper/flow, any other system the Fire Alarm interfaces with.
- 7. Only after all systems the Fire Alarm interfaces with has completely passed the pre-test will Simplex confirm the date for Fire Marshall's walk through.
- 8. Final testing will require all parties involved to be on site. This includes but is not limited to EC, Simplex, sprinkler contractor and GC.

Roof Penetrations

All roof work must be coordinated with management. General Contractor shall hire Landlord's designated roofing contractor and roof water proofing contractor.

Mall Management must be notified if and <u>when</u> new HVAC units are to be installed. The Contractor is responsible for the removal of all abandoned roof penetrations. Contractor is responsible for the removal of all debris from the roof.

General Contractor shall provide adequate structural support for all roof openings.

General Contractor shall install a non-fading, durable and permanent label with Tenant's suite number to all roof top equipment serving their space. This shall include but may not be limited to HVAC equipment and exhaust systems. Labels shall be attached to the maintenance panel covers.

Condensate drain lines from HVAC units must be PVC piped to the nearest roof drain.

Electrical Connections

Landlord has provided conduit to the premise's designated electrical panels and electrical room. Final connection to Landlord's panels must be coordinated with management. The Electrical meter is the responsibility of the Tenant's Contractor - to procure and install call United Illuminating (800) 722-5584.

Tenant's Contractor is responsible for replacement of panel covers and removal of all work debris after completion.

Hot Work

All work requiring open flames, excessive heat or sparks shall require a "Hot Work Permit". This may be obtained through management. No open flame or welding work may be performed without first obtaining a hot work permit from the Operations manager.

Landlord Punch List

After the Final Building Department Inspection, a member of the Tenant Coordination team will compile the Landlord Punchlist. The punchlist must be completed in its entirety within 5 days of issuance. The Super-intendant must be present during the completion of the punch list.

Corrective Work by Landlord

If General Contractor fails to make any needed repairs or replacements within 5 days of written notice, Landlord shall have the option to complete the work at General Contractor's expense. Such work will include but not be limited to trash removal from common areas or the removal of stored items in service corridors. Costs incurred by the Landlord will be charged to the General Contractor.

Close-out Package requirements

The following items will be required as a Closeout Package to be submitted to management prior to opening the store. (See Exhibit D and D.2)

- a) Copy of the Original Certificate of Occupancy
- b) Copy of all inspection sign off sheets
- c) All required warranties
- d) Full set of construction as built drawings
- e) A certified air balance report
- f) Completed Landlord punchlist
- List of all sub-contractors and contract amounts
- h) Original notarized Unconditional Lien Waivers from all Sub-contractors
- i) Original notarized Unconditional Lien Waiver from General Contractor

Exhibit A <u>Tenant Contractor Orientation Checklist</u>

Date:	Contractor:	
Space #:	Project Mgr.:	
Tenant:	Superintendent:	
Sq. Ft.	Superintendent:	

- Signed Lease or Early Entry Letter
- Building Permit
- Insurance Certificate from Tenant **and** General Contractor (each policy is required to name the following as additionally insured verbatim)
- Space is free of all known hazardous substances (ACM, etc.)
- Mall Management Fee (\$1000)
- Deposit (\$5,000) Including Non-Refundable (\$2,500)
- Landlord's Final Approved set of Construction Drawings
- Permit set of Approved Construction Drawings
- Construction Schedule
- Contractor Contact List

General Contractor acknowledges receipt of Construction Rules and Regulations

Company:		Connecticut Post Mall
Name:	Name:	
Signature:	Signature:	-
Date:	Date:	

Exhibit B Construction Contact Sheet - PART 1

Space No.:		Project Mgr.	
Tenant Name:		Office Telephone:	
Contractor		Office Facsimile:	
Address:		Cellular/ Pager:	
Address.			
		Superintendent:	
Main Office Tel.		Field Telephone:	
Main Office Fax:		Field Facsimile:	
		Cellular / Pager:	
		Celiulai / i agei.	
ub-contractor / S	upplier Listing		
ab contractor / c	apphor Eloung		
	TRADE	_	
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ddress:		Facsimile:	
		E-mail:	
ontact:		Contract Amt.:	
	TRADE		
ompany:	11000	Telephone:	
ddress:		Facsimile:	
		E-mail:	
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ontoot:		E-mail:	
ontact:		Contract Amt\$:	
	TRADE		
ompany:	INADL	Telephone:	
ddress:		Facsimile:	
		E-mail:	
ontact:		Contract Amt\$:	

	TRADE		
Company:		Telephone:	
Address:		Facsimile:	
		E-mail:	
Contact:		Contract Amt\$:	
<u> </u>			
	TRADE		
Company:		Telephone:	
Address:		Facsimile:	
		E-mail:	
Contact:		Contract Amt\$:	
Construction Co	ontact Sheet - PART 2		
	TRADE		
Company:		Telephone:	
Address:		Facsimile:	
		E-mail:	
Contact:		Contract Amt\$:	
	TRADE		
Company:		Telephone:	
Address:		Facsimile:	
		E-mail:	
Contact:		Contract Amt\$:	
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Company:		Telephone:	
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Contact:		Contract Amt\$:	
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		E-mail:	
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Address:		Facsimile:	
		E-mail:	
Contact:		Contract Amt\$:	
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	TRADE		
Company:		Telephone:	
Address:		Facsimile:	
		E-mail:	

Contract Amt\$:

Contact:

EXHIBIT C						
		Fee Sched	ule_			
		СТР	FV	HT	MP	VC
	**Non-Refundable Deposit (includes food kiosks)	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
	Refundable Deposit (includes food kiosks)	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
	**Kiosk Non-Refundable Deposit	\$500	\$500	\$500	\$500	\$500
	Kiosk Refundable Deposit	\$500	\$500	\$500	\$500	\$500
	In-line/food Kiosk Deposits - see above st rates					
	Tenant Coordination (non-refundable)	N/A	N/A	N/A	N/A	N/A
	Mechanical Engineering Review Fee - see below				* Direct	
	Temporary Ele Per Day (DOP-switchover)	\$150/day	\$100/day	\$100/day	\$100/day	\$100/day
	Sprinkler Shutdown Per Occurrence	\$400	\$400	\$400	\$400	\$400
	Hot Work Permit Per Occurrence/firewatch	\$50/hr FW	by GC	by GC	by GC	by GC
	Electric Shutdown Per Occurrence	\$300	\$300	\$300	\$300	\$300
	Fire Alarm Connection Fee					
	Smoke Override Key Switch		\$50			
	Space Rental Storage Unit - per parking space	\$75/day	\$75/day	\$75/day	\$75/day	\$75/day
	Trash/dumpster (pay fee direct to LL hauler)	direct	direct	direct	direct	direct
	Pad/Parking Space Rental - per space	\$200/mo	\$200/mo	\$200/mo	\$200/mo	\$200/mo
	Barricade (per linear foot, excludes teardown)	\$85/If	\$85/If	\$85/If	\$85/If	\$85/lf
	Graphics	by TT	by TT	by TT	by TT	by TT
	Flooring - Tile Per Piece	\$15/piece		\$25/piece	\$25/piece	\$25/piece
	Flooring - Carpet Per Square Yard					\$45/sy
	Flooring - Wood Per Box		\$400/box			
	Flooring Adhesive (wood) Per 4 gallon pail		\$180/pail			
	Paint		\$50/gal	\$50/gal	\$50/gal	
	Black Window Paper Roll (4' x 40')			\$40/roll		
	Crane Lift Charge Per Occurrence	\$500	N/A	N/A	\$500	\$500
OOTNOTES:						
MP has unio	que/complex smoke evac supporting fee - to be asse	ssed directly by ve	endor			
	s Non-refundable Deposits					

^{(*} Barricades and graphics are required for tenant construction and barricade graphics must be approved by Kelly Frantz, Mall Marketing Manager – kfrantz@centennialrec.com)

(For Exterior Construction Projects – Contractors are Required to Install Screened Barricade Fencing at Their Cost, Around Entire Space)

- Fee's in bold are due at time of pre-construction meeting or prior to start of any construction. All other fees are due and will be billed directly at the time they are incurred.
- Actual Storage Container and / or Dumpster Are Not Included in Pad Fee, Those Are Billed Directly by Supplier.

Make Checks Payable to:	The Connection	The Connecticut Post Limited Partnership			
Company:		Company:	Connecticut Post Mall		
Name:		Name:			
Signature:		Signature:			
Date:		Date:			

Exhibit D

Company: Name:

Signature:

Date:

Tenant Contractor Documentation

Space No.:			
Tenant Name:			
Contractor:			
Address:			
Attention:			
Main Office Tel.			
Main Office Fax:			
Copy of the Original Certifica	te of Occupancy		
Copy of all inspection sign o	sheets		
Full set of Construction as B	uilt Drawings		
Certified Air Balance Report			
Completed Landlord Punch	ist		
List of all sub-contractors an	I contract amounts		
Original notarized Uncondition	nal Lien Waivers from all Sub-	contractors	
Original notarized Uncondition	nal Lien Waiver from General	Contractor	
y:		Connecticut Post Mall	
	Name:		
e:	Signature:		
	Date:		

Exhibit E

Tenant Contractor Infraction Log

Space	No.:		Project Mgr.		
Tenant Na			Office Telephone:		
Contra	actor		Office Facsimile:		
Addr			Cellular/ Pager:		
Main Office			Superintendent:		
Main Office			Field Telephone:		
Main Onice	гах.				
			Cellular / Pager:		
				2	
Date:		Name:		Section #:	
Infraction:				Fine Amount:	
Description:					
TC Signature:					
		T			<u> </u>
Date:		Name:		Section #:	
Infraction:				Fine Amount:	
Description:					
TC Signature:					
		T			,
Date:		Name:		Section #:	
Infraction:				Fine Amount:	
Description:					
TC Signature:					

SPRINKLER DRAIN-DOWN REQUEST FORM (24 Hour advance notice required)

Date Requested:	Start (6am-9am):	Finish:	
Vendor/Retailer:	Location:		
Permit No:	Fee Paid:		
 Drain downs may only Vendor/Retailer/Unde system must be active Any shut downs lastin 	be scheduled Mon-Fri (excluding rsigned is responsible to ensure the each night and throughout the ware to be each night and throughout the ware reach night and throughout the ware reaches and the reachest reaches and the reachest reache	that all sprinklers are capped and sealed at the veekends; \$1,000.00 fine will be imposed for equire a security watch at Tenant's expense.	ne end of each day, the non-compliance.
Partnership, their tenants, occuemployees and invitees, from a premises of Connecticut Post Mondor/Retailer/Undersigned, for Partnership, and hereby waives	upants and other licensees, their s and against all claims, demands, of Mall. further agrees that his/her/it activity	eby does, indemnify and save harmless The G successors and assignees and their agents, s cost, loss, damage, expense, attorney's fees ties will be at sole risk against The Connection on The Connecticut Post Limited Partnership,	servants, officers, and shopping center cut Post Limited
BY:	Contact	Name:	
TITLE:	Contact	Phone:	
	Do not write inside thi	is box. For Office use only	
Facility Manager:		Date:	
Authorized by: GM / Asst. GM /	Ops Mgr / MOD	Date:	_

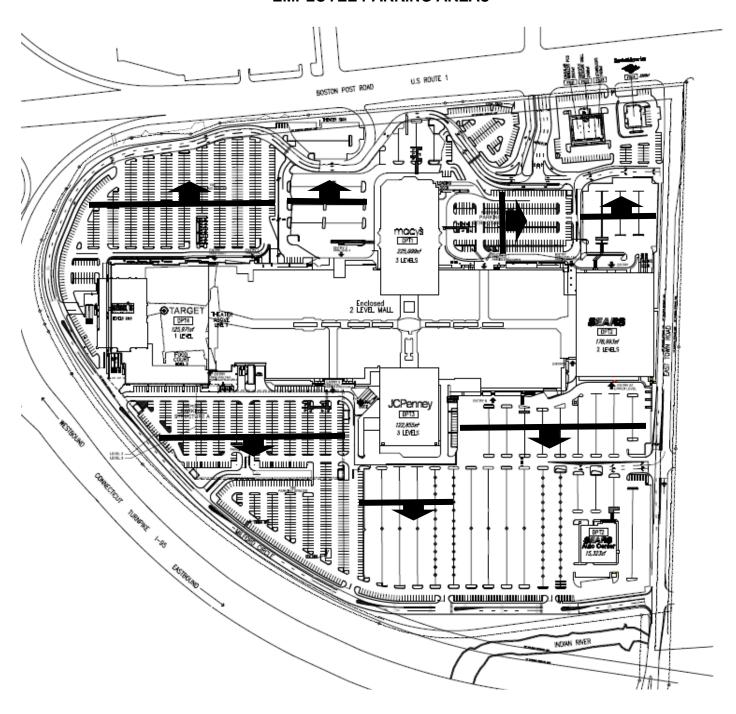
LOCAL ACCOMMODATIONS

Bridgeport Motor Inn 100 Kings Highway Cut Off	Fairfield	203-367-4404
Fairfield Inn 417 Post Road	Fairfield	203-255-0491 800-347-0414
Hampton Inn Milford 129 Plains Road	Milford	203-874-4400
Hi Ho Merritt Parkway Inn Black Rock Turnpike	Fairfield	203-259-5264
Hilton Garden Inn 291 Old Gate Lane, Milford	Milford	(203) 783-9988
Red Roof Inn 10 Rowe Ave	Milford	203-877-6060
Shoreline Motel 735 Boston Post Road	Milford	203-876-8556

Spring Hill Suites by Marriott 50 Rowe Avenue, Milford CT 06460 (203) 283-0200 (888) 287-9400 www.marriott.com/BDRSH

Residence Inn by Marriott 62 Rowe Avenue, Milford CT 06460 (203) 283-2100 (800) 331-3131 www.marriott.com/BDRRI

EMPLOYEE PARKING AREAS



APPROVED MALL DELIVERY AREAS

