



# **Contractors Rules & Regulations**

November 2, 2015

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# **TENANT CONSTRUCTION RULES AND REGULATIONS**

**CENTER NAME:** CRESCENT / TOWER SHOPS AT THE PINNACLE

**DATE:** AUGUST 7, 2015

## **PRE-CONSTRUCTION MEETING**

A minimum of five (5) days prior to starting construction, the CONTRACTOR shall contact the LANDLORD'S PROPERTY MANAGER to arrange a Pre-Construction Meeting at the site. Attendees should include the GENERAL CONTRACTOR, Superintendent, and major Subcontractors to be used in the construction.

At the Pre-Construction Meeting the GENERAL CONTRACTOR shall provide the following:

### **1. BUILDING PERMIT**

A copy of each of the Local Building Permits and, if applicable, Health Permits. Permits will need to be in the name of the General Contractor.

### **2. COPY OF FINAL LANDLORD APPROVED PLANS**

The Tenant's General Contractor will bring a full size hard copy of Landlord approved plans to the pre-construction meeting.

### **3. COPY OF CERTIFICATE OF INSURANCE**

A. Contractor shall, at all times during the term of the works(s), at Contractor's sole cost and expense, obtain and maintain the following policies of insurance, naming the Owner Parties as "additional insured", which shall provide the Owner Parties are additional insured with respect to liability arising out of Contractor's ongoing and completed operations. Contractor shall provide notice to Owner immediately upon receipt of any notice received by the Contractor from its' insurance carrier advising of non-renewal or cancellation of the policies required under this Agreement.

B. All policies of insurance required of Contractor under this Agreement shall be obtained from reputable insurers licensed to do business in the state where the Shopping Center is located and have an A.M. Best rating of at least A- VIII. A legally enforceable Certificate of Insurance on all insurance policies required of Contractor under this Agreement shall be deposited with Owner promptly on or before the commencement of the term of this Agreement. Any insurance provided by Owner Parties shall be strictly excess, secondary and non-contributory of the insurance coverage provided by Contractor.

(a) **Commercial General Liability** - with a limit not less than \$2,000,000 (\$5,000,000 if any portion of the services to be performed by Contractor hereunder involves or affects in any way the roof of the Shopping Center) for each occurrence and a \$2,000,000 (\$5,000,000 if any portion of the services to be performed by Contractor hereunder involves or affects in any way the roof of the Shopping Center) general aggregate limit.

(i) An endorsement that includes property damage coverage for property in the care, custody or control of the Contractor.

(ii) In the instances where Contractor's services include the use of "pollutants" as defined by the General Liability policy, the policy must include an endorsement removing the absolute pollution exclusion and adding broadened pollution coverage for bodily injury and property damage resulting from the discharge, dispersal, seepage, migration, release or escape of "pollutants" as defined by the General Liability policy, and providing coverage on behalf of the "additional insured", including ongoing and completed operations.

(b) **Commercial Automobile Liability** - in the amount of \$1,000,000 combined single limit for bodily injury and property damage, covering all owned, non-owned, or hired automobiles used in the course of the Contractor's business.

(c) **Worker's Compensation** - in compliance with any and all statutes requiring such coverage in the state where the work is being performed.

(d) **Employer's Liability** - in a minimum amount of \$1,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy aggregate.

(e) Such other insurance as may be required from time to time by Owner.

"Owner Parties," that are required to be identified as additional insured's are:

- Johnson Management, LLC, Pinnacle Partners Tennessee, LLC, Pinnacle North III, LLC, and their respective officers, directors, shareholders, members, partners, parents, subsidiaries and any other affiliated entities, agents, servants, employees, and independent contractors of these persons or entities.

#### 4. **PRECONSTRUCTION FEES** (not subject to waiver or cap unless lease specified)

##### A. **Construction Deposit**

A construction deposit, a minimum amount of **\$2,500.00**, from which the LANDLORD may deduct fines and LANDLORD'S cost to repair damage to common areas or other Tenants, caused by Tenant's contractor(s).

##### B. **W- 9 Form**

A W-9 Form must be provided by tenant's contractor. Failure to complete this qualification will result in delays of doing business with LANDLORD and return of any construction deposit.

The Tenant's Contractor will be required to make construction deposit and provide W-9, as noted above. Make the check payable to:

*Johnson Management, LLC*

## **PERMITS & LICENSING**

### 1. **PLAN REVIEW / PERMIT**

All specifications are to be included within the construction drawings and all other local jurisdiction having authority requirements.

City: Bristol of Bristol, Tennessee  
Address: 104 8<sup>th</sup> Street  
City, State, Zip: Bristol, TN 37620  
Phone: 423-989-5515

Plan Review/Permit applications and fee schedules can be found on-line at:

<http://bristoltn.gov>

Tenants with food operations please contact the following for additional requirements:

Heather Sharp  
Environmental Health Specialist III  
Tennessee Department of Health  
Division of General Environmental Health  
P.O. Box 394  
Blountville, TN 37617  
Office # 423-279-1616 Ext 1  
Fax # 423-279-1743

**2. LICENSING**

All contractors must be licensed by the appropriate jurisdictional authorities. Contractor must present a copy of license at pre-construction meeting.

**3. PROPERTY BUILDING DATA**

Occupancy/Use: Retail Leasable Space  
Construction Classification: Commercial  
Building Levels: One  
Sprinkler System: Wet System

**4. TENANT'S ADDRESS**

Contact Center Management for tenant space address

**5. PROPERTY MANAGER CONTACT INFORMATION**

Heather Hill  
601 State Street – 6<sup>th</sup> Floor  
Bristol, Virginia 24201  
[heather@johnsoncommercialdev.com](mailto:heather@johnsoncommercialdev.com)  
Phone: 276-466-2626

**6. LANDLORD CORPORATE OFFICE**

The Pinnacle  
601 State Street – 6<sup>th</sup> Floor  
Bristol, VA 24201  
Phone: 276-466-2626

*\*Contact the Property Manager for a legal property description, if required for permit.*

**UNION AFFILIATED GUIDELINES**

The Pinnacle Authorizes both Union and Open Shop Contractors.

**TEMPORARY PROVISIONS** (if applicable)

1. **TEMPORARY CONSTRUCTION BARRICADE**

If required by the LANDLORD'S PROPERTY MANAGER, a temporary construction barricade at the storefront shall be installed at TENANT'S expense.

No barricades shall be removed or dismantled without the express written consent of the LANDLORD. Any barricade removed without prior consent will be reconstructed by LANDLORD at the TENANT'S CONTRACTOR'S expense.

2. **CONSTRUCTION SIGNAGE**

The TENANT'S CONTRACTOR is not allowed to post any company name or sign on the temporary construction barricade, store front or anywhere outside the premises. The TENANT'S CONTRACTOR shall post all signage as required by the LANDLORD'S PROPERTY MANAGER.

3. **UTILITY SERVICES SERVICE**

The TENANT'S CONTRACTOR is responsible to coordinate temporary utilities through the local utility providers. (Tenant is a direct customer of the utility company)

4. **TEMPORARY TOILET**

The shopping center toilet facilities will not be available for contractors use. Contact the LANDLORD'S PROPERTY MANAGER for temporary toilet locations.

**CONSTRUCTION REQUIREMENTS**

The following Rules govern TENANT'S construction on LANDLORD'S property. All references to "CONTRACTOR" shall mean the TENANT'S GENERAL CONTRACTOR and/or VENDORS.

1. **ON-SITE DOCUMENTS**

The CONTRACTOR will keep the following documents on-site and accessible at all times during construction:

A) **LANDLORD approved TENANT drawings.** The CONTRACTOR will build from ONE set of drawings by adding any Building Department comments into the LANDLORD'S approved set and re-approved by Landlord. This set of drawings will be primary working drawings and displayed at all times during construction.

**Lack of landlord approved drawing will result in fines.**

B) A complete set of building department permitted (stamped) drawings

2. **CONCRETE**

Prior approval must be obtained from LANDLORD prior to penetrating any structural or structurally reinforced concrete. Concrete must be saw-cut or core-drilled (no jack-hammering or breaking of concrete is permitted DURING CENTER OPERATING HOURS. This must be done after-hours).

3. **PROTECTION OF PROPERTY**

The CONTRACTOR shall be responsible for protecting the LANDLORD'S and any other party's property from damage.

4. **FIRE EXTINGUISHERS**

The CONTRACTOR shall provide adequate fire extinguishers within the premises, tagged for date of inspection, while under construction.

5. **SITE ACCESS AND PARKING**

The CONTRACTOR shall be responsible to ensure that all construction employees working in the premises use the designated parking areas. There will be no construction trailers allowed on the property. Parking will not be permitted in any of the driveways, fire lanes, and truck docks except for temporary loading and unloading, as approved by the LANDLORD.

**6. DELIVERY OF MATERIALS**

The TENANT'S delivery address is the same as TENANT'S address  
The CONTRACTOR shall be responsible to coordinate all materials deliveries to the premises, whether for construction, fixturing or merchandising. Contact the LANDLORD'S PROPERTY MANAGER for all delivery instructions. Unless coordinated with the PROPERTY MANAGER, all deliveries shall be made through the rear door of the premises. Contact the LANDLORD prior to the delivery of materials and equipment which are too large to enter through the rear door of the Premises.

**7. WORK AREA AND STORAGE**

The CONTRACTOR'S work area will be restricted to the TENANT'S leased premises. Service and fire corridors and truck docks shall be kept clear of all materials, equipment, debris and trash at all times.

**8. SECURITY AND AFTER HOURS WORK**

The CONTRACTOR must receive the prior permission of the LANDLORD for work after hours and on weekends and is responsible for any associated costs. Contractor must abide by security procedures. Contact LANDLORD'S PROPERTY MANAGER 48 hours in advance.

**9. LANDLORD INSPECTIONS**

The TENANT'S construction work may be observed periodically by the LANDLORD to verify that the work is being constructed as approved by the LANDLORD. All work not in conformance with LANDLORD'S approved Tenant drawings must be immediately corrected at CONTRACTOR'S expense.

**10. SAFETY**

The CONTRACTOR shall be responsible to ensure that all work is performed in accordance with O.S.H.A. standards. The LANDLORD may, without any liability therefore, stop work that is in violation of O.S.H.A. standards or which may, in the LANDLORD'S opinion, cause injury or harm to persons or property.

CONTRACTOR must obtain a written permit from the LANDLORD'S PROPERTY MANAGER prior to any "hot" work (e.g. welding, soldering, torch-work, etc.) It shall be the duty and responsibility of the CONTRACTOR performing any cutting or welding to comply with the safety provisions of the National Fire Protection Association's National Fire Codes pertaining to such work and the CONTRACTOR shall be responsible for all damages resulting from failure to so comply. Use of fuel operated engines inside the Center will not be permitted.

**All systems shall be charged and operational when the CONTRACTOR leaves for the day.**

**11. BELOW GRADE CONSTRUCTION**

Prior to beginning any below grade construction work, the CONTRACTOR must meet with the LANDLORD to review the locations of any underground utility services that may be located in the premises. Any Below Grade construction must be inspected by LANDLORD/**Local Jurisdiction Having Authority** prior to backfilling.

**12. INTERRUPTION OF UTILITIES**

The CONTRACTOR must receive the LANDLORD approval at least three (3) days prior to any modification of utility services that may temporarily interrupt such service to other tenants or the shopping center.

**13. TRASH REMOVAL AND DUMPSTER**

All trash will be confined to the premises and removed at the end of each day by the CONTRACTOR. Any trash and/or cigarette waste found in public areas will be removed by the

LANDLORD and the cost for same charged to the CONTRACTOR, plus a **\$250** violation fee per occurrence or specified site specific fine amount in site specific addendum.

The location of the dumpsters will be determined by the LANDLORD. LANDLORD'S compactors are not to be used by CONTRACTOR for construction debris.

All adjacent sidewalk and access areas should be kept broom clean daily. The front sidewalk shall be cleaned immediately after use.

**14. SPRINKLER DRAIN-DOWN**

Tenant's CONTRACTOR shall contact a licensed sprinkler contractor for sprinkler drain-downs and shall pay the sprinkler contractor for any associated charges with draining down the system. The sprinkler contractor must coordinate the sprinkler drain down with the Center Management Office at least 48 hours prior to needing the system drained down. All systems shall be charged and operational when the CONTRACTOR leaves for the day, but no later than daily closing of business of any adjacent tenants utilizing the same sprinkler system. A sprinkler shut-down fee of \$250 is required per occurrence.

**15. ROOF AND BUILDING MODIFICATIONS**

Roofing penetrations require advance approval by the Landlord **and Tenant Coordination**. All roof work, including cutting of the roof, shall be performed by the LANDLORD'S approved roofing contractor under contract with CONTRACTOR. Curb adapter equipment and installation is subject to Landlord approval.

**16. ROOF PROTECTION BOARDS**

Roof protection boards shall be installed around any roof top HVAC equipment by the LANDLORD'S roofing contractor under contract to the CONTRACTOR at CONTRACTOR'S expense.

**17. SIGN INSTALLATION**

It is mandatory the sign contractor/installer sign in with LANDLORD'S PROPERTY MANAGER to review the sign template placement on the storefront prior to any holes being drilled. All penetrations must be sealed from both the outside wall and inside wall to prevent water leakage and sign must be connected and verified it is illuminating properly before leaving the property. The LANDLORD'S PROPERTY MANAGER must review and inspect sign prior to sign contractor / installer leaving the premises.

**18. HAZARDOUS MATERIAL**

The General Contractor and/or the On-Site Coordinator for the General Contractor will be held responsible for all sub-contractors and vendors involved in the tenant improvement job, for the proper disposal and/or cleaning of water based materials and hazardous waste.

It is the Contractor's responsibility to monitor the activities of all persons involved in the tenant improvement job, and to see that the following rules are abided by.

- A) Under NO circumstances are the storm drains to be utilized for the disposal of any liquid or product.
- B) Any hazardous waste material (including oil-based paints, enamels, chemicals, etc.) must be disposed of through legal and approved methods. Under NO circumstances are hazardous waste materials to be disposed of in any trash bin, storm drain, sewer drain or landscaped area.
- C) Any cleaning of tools, surfaces or equipment involving a water-based or latex substance, must be done within the tenant space and all by-product of that substance, must be processed through the sewer/ plumbing system.

- D) If the tenant space does not have water and/or plumbing facilities, arrangements for water and cleaning/ disposal as noted above, must be arranged through the Management Office.
- E) Under NO circumstances are the public restrooms, if existing, to be used for the above noted conditions, or any other condition associated with the improvement of the tenant space.
- F) The CONTRACTOR shall not install any Hazardous Materials and may be required to submit Material Safety Data Sheets to show compliance.

**19. LANDLORD ACCESS TO WORK IN PROGRESS**

Any Landlord equipment, component, and / or service feeding other tenant(s) that is existing in the space must remain visible and accessible to the landlord. Tenant shall install access panels as required to maintain access. Access panels shall be labeled to properly identify the system. Contractor should coordinate with PROPERTY MANAGER regarding the location of access panels.

**20. TELECOMMUNICATIONS/DATA & SATELITE**

Any worked related to the above referenced items should be coordinated through the PROPERTY MANAGER.

**21. ANIMALS/PETS**

Service Animals trained specifically to assist disabled person are permitted on property, all other animals as strictly prohibited.

**OPENING REQUIREMENTS**

**GENERAL**

These guidelines are intended to supplement the Property Management guidelines. If a conflict occurs between the information in this Preconstruction Criteria and the Property Management requirements, Property Management shall take precedence.

**UTILITIES**

Contact the following utility company representatives for information concerning local installation requirements, application for service, billing procedures, etc.

**GAS SERVICE:**

Tenant is a direct customer of the Utility Company

ATMOS ENERGY

**TELEPHONE SERVICE:**

Tenant is a direct customer of the Utility Company

BRISTOL TENNESSEE ESSENTIAL SERVICES OR  
CENTURYLINK

**ELECTRIC SERVICE:**

Tenant is a direct customer of the Utility Company



BRISTOL TENNESSEE ESSENTIAL SERVICES

**CABLE SERVICE:**

BRISTOL TENNESSEE ESSENTIAL SERVICES OR  
CENURYLINK

**WATER SERVICE:**

Tenant is a direct customer of the Utility Company

CITY OF BRISTOL, TENNESSEE UTILITIES

## **REQUIRED CONTRACTORS**

### **Trash Removal and Dumpster Service**

NO REQUIRED VENDOR

### **Fire Alarm Final Connection**

NO REQUIRED CONTRACTOR. TENANT'S SYSTEM  
MUST BE COMPATIBLE WITH LANDLORD'S SYSTEM.

### **Electrical Tie-in to LL Equipment**

NO REQUIRED CONTRACTOR

**Roofing Contractor:** Any and all roof work must be completed by the LANDLORD'S approved roofing contractor(s). Contact the following for pricing and scheduling:

Company: CORNETT ROOFING  
Email: gcornett@embarqmail.com

### **LIST OF ADDITIONAL PRE-QUALIFIED CONTRACTORS**

A list of additional contractors who have worked at and are familiar with the property may be available from the Landlord's Property Manager.

### **FIRE PROTECTION CONTRACTOR**

No required contractor.

### **CONTACT INFO**

For questions regarding site access, preconstruction fees, required contractors, construction rules & regulations, please contact Landlord's Property Manager. For questions regarding storefront & architectural criteria, delivery dates, the scope of Landlord's and Tenant's work, please contact your Tenant.