



## Landlord Contact Information

The following are contacts for the Landlords team, we will be able to assist in what is required.

Please pass along our sign criteria to your sign contractor, once a proof for review has been completed, you can send it back to Amy Carroll for Developer & Landlord review.

Please also have the Contractor Rules and Regulations provided sent to your contractor. This will need to be taken care of before any tenant construction can start.

If you would please provide us with your plans for review. We will need to coordinate your electrical panel and RTU locations with our architect.

LL Architect – Jeff DeGasperi - [jeff@daikc.com](mailto:jeff@daikc.com)

LL Civil Engineer – Jim Shipton - [jshipton@pnt-llc.com](mailto:jshipton@pnt-llc.com)

LL Construction Contacts:

Jennifer Pestka – [jenniferpestka@corbinparkop.com](mailto:jenniferpestka@corbinparkop.com)

Amy Carroll – [amycarroll@corbinparkop.com](mailto:amycarroll@corbinparkop.com)

Signage Approvals:

Amy Carroll – [amycarroll@corbinparkop.com](mailto:amycarroll@corbinparkop.com)

LL Field Construction Contacts:

Raymond Summers – [raymondsummers@corbinparkop.com](mailto:raymondsummers@corbinparkop.com)

Brian Stoltz - [brianstoltz@corbinparkop.com](mailto:brianstoltz@corbinparkop.com)

Repair & Maintenance Contact: (For any future items that may need attention) Leticia Schlup – [leticiaschlup@corbinparkop.com](mailto:leticiaschlup@corbinparkop.com)

AR/AP & Leasing Contacts:

Amy Carroll – [amycarroll@corbinparkop.com](mailto:amycarroll@corbinparkop.com)

Jennifer Pestka – [jenniferpestka@corbinparkop.com](mailto:jenniferpestka@corbinparkop.com)

AR/AP - [invoices@corbinparkop.com](mailto:invoices@corbinparkop.com)

6909 W 135<sup>th</sup> St., Ste. B13  
Overland Park, KS 66223  
913-499-1926



## ***Tenant Contractor Rules & Regulations***

Simultaneously with the acknowledgment of these Rules and Regulations, Contractor has deposited with Ledge Rock Center, LLC. (herein after "Manager") the amount of \$10,000 (hereafter the "Contractor's Deposit") which shall be used by Manager to offset the failure of any of the obligations of Contractor as hereinafter provided. In the event any funds are available upon completion of the job, Manager shall refund any said amount.

Nothing in this Agreement shall be interpreted to confer upon Contractor any additional rights or remedies as and against Manager or the owner of the property. Contractor and Manager agree that the following are merely rules and regulations which shall control the conduct of the work site for the benefit of Contractor, Manager and other contractors working at the site.

### **PRECONSTRUCTION REQUIREMENTS**

Prior to entering the project or starting construction, Contractor must check-in at Manager's on-site office and provide the following:

1. Evidence of complete set of Landlord Approved Plans.
2. Evidence of building permit and the State department approved set of plans.
3. A copy of the "Contractor's Informational Data Form" must be submitted to both Center Management and the Tenant Improvement Coordinator. (See attached Exhibit A).
4. Certificates of Insurance verifying minimum coverage as specified below. No Contractor will be permitted to start work until the required insurance certificate is on file with Manager.
  - Worker's Compensation and Employer's Liability Insurance in an amount applicable by law.
  - Comprehensive General Liability and/or Excess (Umbrella)
  - Liability in an amount not less than \$1million for each occurrence, \$2 million in the aggregate.
  - Comprehensive Automobile Liability in an amount not less than \$1,000,000 combined single limit, for EACH person, and for EACH

accident. The Excess (Umbrella) liability policy is defined as being an addition to the general liability amounts in the amount of \$5 million. All policies must contain the following as named additional insured:

Ledge Rock Center, LLC  
6909 W 135th St., Ste. B13  
Overland Park, KS 66223

All policies must provide that Landlord will be given thirty (30) days' notice of Termination or alteration of insurance.

5. Progress Schedule or bar chart showing the work schedule and anticipated completion of the work.
6. 24-hour emergency telephone number for the General Contractor, Project Manager, Site Superintendent, and for all major subcontractors.
7. Contractor and all subcontractors must be bondable and meet all licensing and insurance requirements by the State and City where the work will occur.
8. Material Safety Data Sheets (MSDS) on all hazardous substances used by any Contractor must be provided to Manager 48 hours prior to the start of work involving the hazardous substance.
9. Manager reserves the right to refuse the use of any substance Manager believes may be hazardous when used in the Shopping Center.

### **JOB FAMILIARITY**

Prior to commencement of construction, Contractor shall thoroughly review the Contractor's Rules and Regulations, verify dimensions and utility locations and familiarize themselves with jobsite conditions.

### **APPROVED DESIGN**

The job shall be constructed in accordance with the plans, which have been approved by the Landlord. These plans shall comply with all City, County and State rules, ordinances and regulations relating thereto. A copy of Landlord approved plans must be kept on the jobsite at all times during construction.

### **BUILDING PERMIT**

Contractor shall apply or cause the application for all permits, coordinate Building Department submittal and pay all associated fees including obtaining all approvals and

permits from the local health department if required. Building permit shall be posted in the space before any work starts (i.e., demolition, rough framing, rough plumbing or electrical). A copy of the permit must be on file with the Tenant Improvement Coordinator prior to the start of construction, and a copy must be placed in clear sight within the job space.

### **QUALITY OF WORKMANSHIP**

All of Contractor's work shall be performed in a thorough, first class and workmanlike manner and shall be in good and usable condition at the date of completion thereof.

### **SUPERVISION**

Contractor shall provide a full time supervisor or representative on site at all times when construction is being performed in the space and shall advise manager of the name, cell phone number and other relevant contact information as may be requested by Manager.

### **CONSTRUCTION BARRICADE AND OTHER RULES**

1. The barricade will be the responsibility of Contractor unless otherwise stated in the Lease.
2. If any existing barricade must be removed or replaced, it will be done at the sole cost and expense of Contractor and the Contractor shall have no claim as to the Manager or Landlord for any modification or relocation of the barricade.
3. Contractor shall be required to properly protect its work with lights, guard rails and barricades and secure all parts of the work against storm, accident, malicious mischief and theft.
4. NO foot traffic will be permitted through the barricade during Shopping Center Hours, as hereafter detailed. Contractor must use the back door at all time where applicable.
5. All finished Shopping Center areas including soffits, neutral piers and bulkheads are to be returned to their original condition when construction is complete and barricades are removed. The surfaces where the barricade had been fastened to the Shopping Center bulkhead must be repaired and painted to match existing Shopping Center color. Matching paint color specifications are obtained from the Tenant Improvement Coordinator.
6. Flooring: Contractor shall provide adequate protection to the Shopping Center sidewalk to prevent damage to the surface during construction. Any chips, holes or scratches in the flatwork from demolition of the old storefront or barricade that remains exposed after new construction is the responsibility of the Contractor to repair. Any damage to said sidewalk/pavement including, but not limited to, staining by liquid or foodstuff, may be repaired or replaced by Manager at Contractor's expense.
7. All workmen are required to remove as much dust and dirt from their shoes and clothing as possible before entering the common area of the Shopping Center. Any Contractor or subcontractor who tracks dirt or dust through the common area will be subject to a cleaning fine of \$100.00 deducted from the Contractor's Deposit for each occurrence.

## **WORK AREAS**

1. Contractor shall contain all operations within the premises of their space and such other space as Manager may specifically permit. Common areas, public corridors, service corridors and exterior of the building must be kept clear of any equipment, merchandise, fixtures and trash at all times.
2. All precautions will be taken to insure that dust and fumes from demolition and construction remain within the barricade and shall not accumulate into the common area. If the Shopping Center Manager or Tenant Improvement Coordinator deems dust accumulation excessive, it is the Contractor's responsibility to pay for the cleanup, or provide the services to clean up the area.
3. If action has not been taken after 24 hours' notice, Manager may provide the cleanup and charged back to Contractor.

## **TEMPORARY CONSTRUCTION POWER**

Temporary electrical facilities for construction power are to be provided by the tenant and are not available from Manager. Tenant must provide temporary electrical and make application for electrical service to the serving utility company. This should be the first item accomplished for construction power purposes. When temporary electrical service is provided, a monthly charge of \$300 or 15 cents per square foot of gross leasable area of the demised premises, whichever is greater, shall be paid by Contractor to Manager within 15 days of notice. Manager retains the right to deduct electronic costs from the Contractor's Deposit.

## **DELIVERIES**

1. All deliveries are to be made during the following times and periods (the "Shopping Center Hours"). Any other delivery time must be pre-approved by Shopping Center Manager or Tenant Improvement Coordinator.
2. Deliveries will be made through rear doors at all times. Exceptions are 4'X12' drywall, long metal or wood pieces that cannot be moved through service corridors. These items must be delivered before 9:00 am. Contractor is responsible for: cleaning up any tracked dust or debris on Shopping Center or common area after delivery is completed.
3. At no time will Mechanical lifts such as Lull's, Skid loaders, trucks etc. or hard cast steel wheels be allowed to cross the Shopping Center common area pavement.

## **CONSTRUCTION NOISE**

Any work involving saw cutting, boring or drilling that creates excessive noise levels, shall be performed before or after the Shopping Center Hours. This is to insure that neighboring tenants and passing customers are not disturbed. A fine of \$250.00 will be deducted from the Contractor's Deposit for each occurrence.

## **TRASH REMOVAL**

Tenant's Contractor is responsible for providing their own trash dumpster for construction waste, and also shall provide their own temporary toilet facilities. Under no circumstances

are the tenant's Contractors and/or subcontractors to utilize existing tenant facilities. Tenant's Contractor shall be fined \$150 for each incident/infractions or complaints.

Tenant's Contractor shall make all arrangements for delivery of the containers, and shall receive approval from Shopping Center management for the proposed location.

The Tenant's Contractor must notify the refuse company to remove the container immediately after use. The surrounding area of the container must remain clear of debris, and the area must be clean after final removal of the container: The Shopping Center, Manager nor Landlord, assumes any responsibility for unauthorized use of the container.

Any Contractor using the Shopping Center's bins or leaving debris or material in common areas will be charged a \$250.00 fine for an additional dumping fee, and if damage occurs due to Contractor's use, Contractor will be held responsible for all repairs and cleanup as the result of that dumping, plus a twenty-five percent (25%) surcharge.

All disposal of hazardous waste shall be in accordance with all local, state and federal regulations. Any Contractor using the Shopping Center trash bins for the disposal of hazardous waste will be charged a fine of \$500.00 and Contractor will be held responsible for all cleanup as the result of that dumping, plus a twenty five percent (25%) surcharge.

Contractor is responsible for damage to parking surfaces caused by its roll-off trash container or storage box containers. Contractor shall ensure existing parking surfaces are adequately protected.

## **SAFETY**

Contractor shall comply with all applicable safety regulations. Contractor shall take all necessary precautions to safeguard all workmen and the public from accident and to preserve all private and public property.

Manager reserves the right to stop all work until such conditions or practices are resolved.

1. Contractor or its subcontractors are prohibited from consuming or being under the influence of alcohol or any intoxicant while on Shopping Center property (including a tenant's premises, eating areas, or vehicles parked on Shopping Center property).
2. Routine inspections will be performed by Manager's representative or Tenant Improvement Coordinator with regards to accurate performance of Contractor's work, general safety requirements, and to ensure adherence to these "Contractor Rules and Regulations".
3. All work performed with the following materials must be performed one (1) hour after the closing of the Shopping Center and/or completed one and a half (1 1/2) hours prior to Shopping Center opening. This will insure that all odors will be dissipated to a level satisfactory with Shopping Center management.

4. At Manager's request, Contractor must provide additional ventilation when necessary.

### **MISCELLANEOUS SAFETY RULES**

1. Fire Extinguisher; Minimum 20 lb. ABC fire extinguisher to be located on site.
2. Hard hats; to be worn on site at all times. No metal hats or bump caps permitted.
3. Eye Protection; Safety glasses, goggles or face shields should be used at all times when using power tools or hazardous conditions exist.
4. Foot Protection; Substantial leather boots required. No loafers, sandals, tennis shoes.
5. Work Clothing; minimum sleeve length at four (4.0) inches over shoulders. No tank top, net shirts, shorts, cut-offs, etc.
6. Signage; Post safety or hazard signage (bilingual if necessary).
7. Electric Cords; Tools and extension cords should not be frayed or damaged and should be equipped with ground. Use no tools without Ground Fault Circuit Indicator (GFCI).
8. Radios; No portable radios, boom boxes or headsets at any time.
9. Housekeeping; Deposit all trash and debris in dumpster/bin daily. Work, storage and break areas to be broom cleaned daily.
10. Violation of any of these work safety rules will result in a \$250.00 fine and Contractor may incur personal and/or property damage claims.

### **HAZARDOUS MATERIALS**

Contractor MUST provide MSDS forms for any chemical or items noted below seven (7) working days prior to use of these materials for Manager's review and approval. (Contractor shall additionally notify Shopping Center Management Office forty-eight (48) hours in advance of the use of any of these items)

1. Toxic chemicals
2. Epoxies, Glues
3. Vinyl or sheet flooring; vinyl base materials; flooring, mirror and roof mastic (provide MSDS and proof that it does not contain asbestos)
4. Paint, Lacquer, Urethanes, etc.
5. Any materials requiring special ventilation.
6. Absolutely no asbestos-containing materials, including but not limited to, floor tile, floor mastic, or roofing mastic, are allowed within the premises. While some of these materials are still used and can be purchased through normal distribution channels such as hardware stores, they are strictly prohibited by the Manager. If it is discovered that the Contractor installed asbestos or other hazardous materials, the Contractor will be held responsible for all costs associated with its removal and disposal.

### **WELDING**

1. Whenever any welding is performed within the premises, a fire watch will be in effect during and up to one hour after the completion of any welding. A fire extinguisher must be on site. The provisions of the National Fire Code shall be adhered to at all

- times. Contractor shall contact the Shopping Center Management Office for special requirements and a permit prior to commencing any welding.
2. Under no circumstances whatsoever will any welding, cutting, or soldering be permitted during a sprinkler shut down.
  3. All welding must be pre-approved by the Shopping Center Manager or Tenant Improvement Coordinator.

## **ELECTRICAL**

1. All electricians must be licensed in the State of Kansas and pre- approved by Manager prior to work on Landlord's switchgear. All work shall be performed during off-hours, and no one will be permitted to work on switchgear while energized.
2. All electrical contractors must go through Shopping Center Management Office and/or the Tenant Improvement Coordinator for access into electrical rooms, and will be responsible for replacing all panel covers after use.
3. Electrical contractor shall submit to Manager a schedule of work affecting the Shopping Center's meter switchboard. The schedule shall identify the estimated time of work, power outages (if any), and the description of the work to be done.
4. Upon approval of the above schedule by Manager, the electrical contractor may proceed with its work. Any variations in the schedule must be approved by the Manager.
5. Any outages will be coordinated with the Shopping Center Manager and/or the Tenant Improvement Coordinator, local utility company, and all affected tenants from the particular meter switchboard. The electrical contractor will be responsible for tenant coordination, safety during the performance of work, and the avoidance of any unscheduled shutdowns of Shopping Centerpower.
6. At no time shall the meter switchboard be left unattended or the covers on the switchboard be left off while work is being performed. It is the responsibility of the electrical contractor to maintain the area while working and maintain safety standards for all individuals.
10. Upon completion, the meter switchboard shall be clear of all debris. All covers and associated hardware shall be replaced in their original location or position.
11. All conductors are to be copper installed in conduit.
12. All piping must be kept as close to walls and as high to underside of roof framing as possible.

## **ROOF ACCESS**

1. Access to the Shopping Center's roof is restricted to Landlord's personnel and Landlord's designated contractors only. No contractor or subcontractor will be permitted on the roof unless arranged with the Manager and supervised by Shopping Center personnel. Any approved contractor must check in and out with the Shopping Center Management Office or a fine of \$250.00 will be imposed. All parties requiring roof access must sign in and out in the Shopping Center Management Office.
2. Contractor shall contact Landlord's approved contractor(s) for any and all work within the Center. The only roofing contractor approved by Landlord is provided within the Contractors and Contact List. Contractor charges are at the tenant's expense. [Roofing contractor information provided in the Contractors and Contact list].



4. Roof area must be kept clean of all debris. All excess materials, flashing, sheet metal screws, etc. must be removed. A fine of five hundred dollars (\$500.00) will be deducted for any debris that has to be removed by the Shopping Center Management Office, plus a twenty five percent (25%) surcharge.
5. There shall be no penetrations of the roof without being shown on the Landlord approved plans. Any and all roof penetrations shall be at contractor's expense and will be performed by Manager's approved roofing contractor. Any Tenant improvements to the roof must be coordinated through the Manager or Tenant Improvement Coordinator for approval. Such improvements will not be allowed until written description of the work along with specifications and drawings, have been submitted to Manager or the Tenant Improvement Coordinator. Manager's required roof contractor must perform any such work. Any unapproved work will be subject to corrective action by the Landlord at the expense of the Tenant, Contractor and/or subcontractor.
6. Prior to installation of new A/C equipment, Contractor shall have submitted or cause to have been submitted, for Manager's approval, heating, ventilation, air conditioning design information, cooling and heating loads, and equipment data. All changes, additional, or replacements of A/C equipment shall be approved by the Manager prior to installation. Such changes, additional, or replacements of A/C equipment shall be subject to Manager's A/C Contractor's final inspection and approval.
7. All application of and roof materials for equipment mounting platforms, curbs and pipe penetrations will be performed by Manager's approved roofing contractor, at Tenant's expense and coordination.
8. All equipment platforms, curbs, single and multiple pipe penetrations will conform to Manager's details included in this Technical Manual. No sleepers are allowed. This includes wood, metal, exposed and enclosed types.
9. All platforms, curbs and multiple pipe penetrations will be a minimum height of eight (8) inches.
10. There shall be no installation of roof mounted antennas.
11. All single and multiple pipe enclosure piping penetrations for rooftop equipment will be located a minimum of fourteen (14) inches and a maximum of twenty-four (24) inches away from the equipment it is serving.
12. Electrical conduit will penetrate through roof no further than twenty-four (24) inches from the rooftop unit.
13. All HVAC condensation drain lines will be piped back to a roof drain.
14. At no time may heavy equipment be moved along the roof with dollies made with solid rubber tires or metal wheels.
15. INTENTIONALLY DELETED
16. Under no circumstances will any air or crane lifts of HVAC equipment be allowed without prior written approval of Manager. A forty-eight (48) hour notice is required. Air or crane contractor must provide insurance pursuant to the same requirements as Contractor.
17. All roof-related improvements must be installed with flashing applied in a manner acceptable to the manufacturer, by a manufacturer approved roofing contractor.
18. No improvements should be installed during inclement weather. Tie-in of flashing materials to moist or dusty surfaces should not be attempted. Existing materials, as well as all metal or concrete surfaces, should be cleaned prior to application of new materials.

19. The improvements should in no way diminish or interfere with the structural integrity of the building, roof structure, or with roof drainage.
20. No improvements should be installed in any roof waterway or area of the roof which ponds water.
21. The distance between the new improvements and parapet walls, existing equipment curbs, or any rooftop projection, should be no less than 24" to allow for proper flashing and sealing of the roof membrane.
22. All electrical conduit, metal pipe, or plastic piping should be restrained to appropriate sized wood blocking set into roofing cement. Attachment to blocking should allow for movement due to thermal expansion and contraction. (See attached Detail.)
23. A licensed structural engineer registered in the state in which the work is being performed, must certify the existing structure is adequate to support the load of the HVAC units and any other rooftop equipment. Any modifications required must be approved by the Landlord before work commences.
24. All mechanical equipment should be attached onto platforms of curbs 12 inches in height on 2" x 12" with 3/4" plywood on top. A 22-gauge metal cover with at least a 4" overhang is to be installed between the roofing material and the unit. Tenant's contractor is responsible for building the platform. Platforms, curbs, and sleepers should be tied into the existing roof membrane in a manner acceptable to the roofing manufacturer, (See attached Detail.)
25. If placement of curb or platform causes restriction of water flow and/ or creates a pounding situation, a cricket should be constructed at the up-slope side of the curb. Crickets can be formed from roof insulation to provide a minimum slope of 1/4" per foot.
26. Provide new prefabricated lead or metal pipe sleeve flashing to seal any new pipe penetrations through the roof. Flashing flanges should be sealed in a manner acceptable to the roofing manufacturer.
27. The installation of antennas or satellite dishes are not permitted without prior written approval from the Landlord.
28. At areas where electrical conduits or other roof penetrations are removed, the roof deck must be repaired to its original condition or better, and be free from open penetrations.
29. Any debris, materials, unused parts, etc., should be removed by workmen prior to their leaving the premises.
30. Contact Manager or the Tenant Improvements Coordinator to acquire copies of prints and specification sheet for any rooftop work or alterations.
31. Ladders will not be permitted on the side of the building for roof access.
32. All mechanical units for which Contractor is responsible shall be maintained by the tenant to prevent spillage or leakage of oils or grease onto the roof surface. Any damage resulting from such spillage or leakage will be corrected at Tenant's expense.
33. All roof top units are to be clearly stenciled with the tenant's name, space number and house number.
34. Any damage to the roof inflicted by Contractor and/or its subcontractors will be corrected at the expense of the responsible party.

## **FIRE PROTECTION**

1. Contractor must contact Manager's approved contractor for any and all work within the Shopping Center. (Sprinkler contractor information provided in the Contractors and Contact list).
2. At no time will the sprinkler system be shut down without first notifying the Shopping Center Management Office. Any work requiring draining the fire sprinkler system must be performed Monday through Friday 10:00 a.m. - 5:00 p.m. A twenty-four (24) hour notice of intent must be given to Manager prior to performing the above-mentioned work. Drainage required by Contractor will be performed by the Manager's approved contractor, at the Contractor's expense, at the cost of \$250.00 per drainage.
3. Sprinkler heads are to remain operable during construction (except during system modification downtime). Extreme caution and awareness must be utilized at all times. Caution should be used when working near pressurized lines or heads.
4. The Shopping Center's Fire and/Sprinkler Contractor must perform this work. In the event of a broken sprinkler head or line, please notify Shopping Center Management immediately.

## **SMOKE DETECTORS/TESTING/LIFE SAFETY**

It is the sole responsibility of the Contractor to provide a smoke detector system within each space per code. Interference with Shopping Center life safety system will automatically make you or your company responsible for any damage that might occur to Shopping Center equipment.

## **WORK COORDINATION**

1. Any mechanical, electrical, or plumbing item which needs to be routed through another tenant's space must be coordinated with the Shopping Center Management Office and the tenant whose space the items will pass through.
2. No contractor or subcontractor will at any time damage, injure, interfere with or delay any other construction within the Shopping Center.
3. All work by Manager's Fire Sprinkler Contractor and Roofing Contractor can be scheduled through their respective representative.

## **WORK HOURS**

All work at the site is limited to Monday through Saturday, from 7:00 a.m. to 6:00 p.m. unless approved by Manager. Please verify at check-in for the specific hours for this Shopping Center. Routine inspections will be performed by Manager's representative or the Tenant Improvement Coordinator with regards to accurate performance of Contractor's work, general safety requirements, and to ensure adherence to these "Contractor Rules and Regulations".

## **DAMAGE REPAIR**

Contractor shall be responsible for the repair and/or replacement of any damages caused by Contractor, or any subcontractor, to the Shopping Center or surrounding tenants. All damage must be repaired within a forty-eight (48) hour time period, or Manager shall have

the right to complete all necessary repairs at the sole cost and expense of the Contractor, plus a twenty five percent (25%) surcharge.

### **MANAGER'S PUNCH LIST**

1. Upon completion of the work, the Contractor shall notify the Manager and the Tenant Improvement Coordinator of the same. Within Fifteen (15) days of such notification, the Tenant Improvement Coordinator shall inspect the premises and prepare a punch list of defective items, if any. Such punch list shall be passed to Tenant and Contractor. All defects shall then be repaired within the next thirty (30) days.
2. Failure to complete all or any of the defects to the reasonable satisfaction of the Tenant Improvement Coordinator within the prescribed time period shall result in the deduction of \$200.00 per day from the Contractor's Deposit. There are no exceptions!
3. Upon application to the Tenant Improvement Coordinator by the Contractor for the refund of the Contractor's Deposit, such deposit shall be returned within thirty (30) days together with a statement of deduction, if any, provided that:
  - All construction is complete including all Managers punch list items.
  - A complete closeout/compliance package has been submitted to Shopping Center Management.
  - All rubbish, debris, packing, storage vessels, transportation items, tools, vehicles, containers and the like whether owned, leased, hired or off-hired are removed from the premises and the Shopping Center in general.

### **COMPLIANCE/CLOSEOUT PAPERWORK**

Contractor shall deliver the following to the Manager within ten (10) days of completion of Contractor's work:

1. BUILDING PERMIT - Copy indicating inspection and approval by all governmental agencies.
2. CERTIFICATE OF COMPLIANCE –Contractor shall obtain or cause to be obtained, and shall record a Certificate of Completion promptly upon completion of the work and shall promptly forward a certified copy to Manager.
3. CERTIFICATE OF OCCUPANCY – The original Certificate of Occupancy.
4. LIEN RELEASES - Original copies of all final unconditional merchant's lien releases or other lien releases on account of any of the work, shall be submitted in a Manager approved form, signed and notarized by an officer of the company.
5. CERTIFIED STATEMENT OF MERCHANTS LEASEHOLD IMPROVEMENT COSTS - A report that gives a complete itemized cost of the build out of the space.
6. CERTIFIED AIR BALANCE REPORT - A report that gives a complete total of CFM output for the space.
7. ARCHITECTURAL AS-BUILT PLANS - The record set of what was constructed at the site.

8. MECHANICAL AS-BUILT PLANS - The record set of the Mechanical system constructed.
9. PLUMBING AS-BUILT PLANS – The record set of the Plumbing system constructed.
10. FIRE PROTECTION AS-BUILT PLANS - The record set of what was constructed at the site.
11. ELECTRICAL AS-BUILT PLANS – The record set of what was constructed at the site.
12. ANY OTHER PERTINENT AS BUILT PLANS FOR THE PROJECT-Any other plans or documents; cut sheets, etc, of what was constructed at the site.
13. CAD AS-BUILT DISKETTE – Computer Aided Drafting (CAD) Diskette containing all of the above construction documents.

### **CODE COMPLIANCE AND INSPECTIONS**

Contractor is responsible for scheduling inspections by the Building Department and other inspectors as necessary and to comply with their requirements, all codes and regulations. A copy of all inspection reports and the Certificate of Occupancy must be submitted to Landlord and Manager upon completion of the work. In the event Contractor is notified of any violations of codes by the jurisdictional authorities or by Landlord, or its representative, Contractor shall correct such violations within seven (7) calendar days from such date of notification. Construction shall comply in all respects with applicable federal, state, county and/or local statutes, ordinances, regulations, laws and codes.

### **SECURITY**

Contractor shall ensure the security of Contractor's work area by whatever measures Contractor deems necessary including the re-keying of all locksets. Landlord nor Manager is liable for any loss.

### **SIGN POSTING**

1. Contractor and 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.
2. Manager and Landlord reserve the right to post a notice of "Non- Responsibility" on any entry into space. Landlord may also post "Coming Soon" signs on the front of the barricade.

### **TOOL LOAN**

Contractor and subcontractors must always use their own tools and equipment. At no time will the Landlord or Manager rent or loan tools or equipment to Contractor or its subcontractor(s). If Landlord's tools or equipment (i.e., Gray Whales, Flat Carts or Ladders) are found in the possession of Contractor or its subcontractor(s), a \$100 fine will be deducted from Contractor's Deposit.

### **PUBLIC RESTROOMS**

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

### **PARKING & CONSTRUCTION STAGING RESTRICTIONS**

All Contractors, sub-contractors, workers, etc. will be expected to park in the attached designated parking area. Any violation of this restriction will result in the Contractor being fined \$100 per

each occurrence. Manager retains the right to deduct these fines from the Contractor's Deposit.

The construction staging area is per the attached designated staging area. A safety fence must enclose the staging area and be properly maintained at all times. Any violation of this restriction will result in the Contractor being fined \$100 per each occurrence. Manager retains the right to deduct these fines from the Contractor's Deposit.

By signing below, I/We have read and agree to all the terms stated here within and acknowledge receipt of a copy of such terms.

---

Contractor (company)

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Signature of Authorized Personnel

---

Printed Name

---

Date

## *Contractors and Contact List*

### ***REQUIRED Vendors***

#### **Gordo Roofing**

Herbie Gordo  
970.518.4549

[Herbiegordo@yahoo.com](mailto:Herbiegordo@yahoo.com)

113 Coronado Ct. Suite 201  
Fort Collins, Co 80525

#### **Trident Fire Alarm and Security Systems (Fire Alarm Only)**

Brandon Evans

[brandon@trident.com](mailto:brandon@trident.com)

303.651.7371

PO Box 826

Longmont, CO 80502

### **Preferred Vendors**

#### **Premier Fire Protection, Inc.**

Jim Knapp

970.663.1763

[Jim@premierfireprot.com](mailto:Jim@premierfireprot.com)

253 42<sup>nd</sup> Street SW Unit D

Loveland, CO 80537

## **Informational Vendors**

### **Wray Plumbing & Heating**

970-482-5354  
413 N Highway 287  
PO Box 2186  
Fort Collins, CO 8053822

### **Hooley Heating & Air**

Gary Hooley

970-579-0499

[office@hooleyhvac.com](mailto:office@hooleyhvac.com)

1314 Webster Ave.  
Fort Collins, CO 80524

### **Holsinger Drywall**

970-498-9080  
2572 Midpoint Drive  
Fort Collins, CO 80525

### **Glass Masters (Store front)**

Kris Hager  
307-638-1180  
[khager@glassmaster79scheyenne.com](mailto:khager@glassmaster79scheyenne.com)  
1671 Stillwater Ave.  
Cheyenne, WY 82009

### **Flawless Steel Welding (Steel Fabrication & Erection)**

720-638-7289  
1820 West Baker Ave.  
Englewood, CO 80110