



# Standard Construction Rules for Contractors

Forward these rules to your general contractor prior to site mobilization.

1. Contractor is responsible to protect all utilities that run through, above, or below the existing demised space.
2. Any work that creates loud noises or vibrations (floor slab saw-cutting, jackhammering, etc.) that will disturb existing businesses must be performed during non-business hours.
3. All utility shutdowns should be coordinated with the property manager a minimum of two (2) business days prior to the scheduled shutdown. Contractor is responsible for paying any cost associated with utility downtime and/or re-start charges for tenants that will be affected by the shutdown. Landlord is to be advised immediately of any accidental interruption to any utility service.
4. In most cases, the existing sanitary sewer line may be shared with the adjacent tenant(s). If tenant's work requires any disturbance or alteration to the existing sewer line that would affect the operation of the adjacent tenant(s), the work must be done during off hours and completed prior to open of business the next day. The tenant's contractor shall coordinate his work with the property manager and adjacent tenant(s) affected. It is the tenant's contractors' responsibility to assure the adjacent tenants' sanitary sewer line is fully operational before covering any new connections.
5. All under-slab trenches will be backfilled and compacted. The vapor barrier will be repaired and taped. The slab, a minimum of 4" thick, will be replaced with concrete with 28-day strength of no less than 3,000 pounds. Upon Owner's request, Contractor shall furnish written evidence (test results, inspection reports, etc.) that work was completed in accordance with this requirement.
6. All roof penetrations must be patched and/or repaired to an approved standard specific to the type of roofing system that is currently installed. If the current roofing system is under warranty, Brixmor will require tenant and its contractors to utilize Brixmor's specified roofing contractor to maintain the warranty. Coordinate roofing activities with the property manager.
7. Contractor is responsible to provide, empty, and removing project dumpsters. All dumpsters are to be located in the rear of the leased premises or in an area designated by the property manager. Full dumpsters are to be removed by Contractor, if not; the Landlord will remove and charge Contractor. At no time shall the Contractor permit any construction debris or trash to be deposited in tenant or shopping center dumpsters.
8. Locking and opening of space is the responsibility of the tenant or its contractor. Space must be secured at all times when contractor's employees and subs are not on site.
9. A copy of all required permits, contractor and subcontractor contact sheets (name of contractor, contact person, address and phone number), general contractor's, and all subcontractors' certificates of insurance are to be filed with Brixmor Property Group, prior to the start of construction. Tenant's permit plans must be reviewed and approved by Brixmor prior to the start of construction. All required permits must be clearly posted on site.
10. Welding, burning, or use of open flames by the contractor or subcontractor without written authority from Brixmor is prohibited. A fire watch shall be utilized whenever open flames are used within ten (10) feet of combustible materials, or as directed by local fire officials.
11. In order to minimize casualty risk to the premises and occupants therein, tenant shall comply with Brixmor's policies relative to all work performed within the Premises with special attention to required safety practices. Among these are the Hot Work and Red Tag programs Brixmor follows when conducting their own work.



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- a. **Hot Work:** Any tenant or contractor performing work in tenant's premises wishing to conduct "Hot Work" must first notify Brixmor and secure a Hot Work Permit from the Brixmor for any hot work, defined as any cutting, welding, brazing, etc. that uses an open flame, or generates either sparks or heat sufficient to create combustion. The tenant or contractor may not schedule or conduct the work without a completed permit and agrees to indemnify Brixmor for any damages suffered as the result of a failure to comply with the terms and conditions of the permit.
- b. **Red Tag:** Any tenant or contractor performing work in the tenant's premises who, for any reason will require a temporary shutdown of fire protection systems (fire sprinkler or fire alarm- no matter what the estimated duration is expected to be) shall first secure a permit from Brixmor. The tenant or contractor may not schedule or conduct the work without a completed permit and agrees to indemnify Brixmor for any damages suffered as the result of a failure to comply with the terms and conditions of the permit.
12. Contractors, its subs, and employees are to park vehicles only in areas designated by the property manager. Parking immediately in front of the center is not permitted. Trucks are not allowed in the front parking lot.
13. Any on-site construction dirt and debris must be stored and screened from view or removed from the property— all on a daily basis. Construction dirt and debris is not allowed to accumulate on any adjoining roads, parking areas, walks, or other property and shall be broom cleaned immediately.
14. Contractor, its subs, and employees are to work within the area of construction and not in public areas. Loud radios or speech are not permitted. Deliveries are to be accepted by the rear door (if none is available, the front door can be used during non-business hours).
15. Any labor disputes must be settled immediately. No picketing will be allowed within the property lines.
16. Brixmor Property Group may charge fees for construction-related services and/or privileges provided to the contractor.



# Construction Fees

All fees listed are on a per-occurrence basis, the contractor will be billed directly by Brixmor Property Group.

## STANDARD CONTRACTOR FEES FOR CONSTRUCTION-RELATED ITEMS:

Shutdown coordination of fire alarm/sprinkler system (Red Tag – Fire Impairment Notification required)	“1st Day” “Each Day After”	\$500 \$250
Shutdown coordination of electric serving other tenants	“1st Day” “Each Day After”	\$500 \$250
Construction dumpster		\$250/week
Construction trailer / storage container		\$250/week
General contractor sign displayed on property		\$100/week
Landlord attendance at hearings or meetings (at request of tenant or contractor)		\$750

**PLEASE CONTACT THE  
PROPERTY MANAGER IF YOU  
WANT ADDITIONAL ASSISTANCE  
RE: CONSTRUCTION FEES.**



# Contractor Affidavit

To be submitted with each application for payment

The undersigned, being duly sworn, deposes and says that he is (Title) \_\_\_\_\_ of the ("Contractor") \_\_\_\_\_ who is the Contractor for the (Project Name) \_\_\_\_\_ work on the building located at \_\_\_\_\_ owned by ("Owner") \_\_\_\_\_ that the total amount of the contract including Owner-approved change orders is \$ \_\_\_\_\_ on which Contractor has invoices \$ \_\_\_\_\_ and that contractor furthermore confirms that he has waived all lien rights in connection with this payment amount received. Contractor certifies, represents, and warrants that the following are the names of all parties who have furnished material or labor, or both for said work and all parties having contracts or subcontracts pursuant to a written agreement between Owner and Contractor dated ("The Contract") to supply materials or perform specific work and the amount due or to become due to each, and that the items mentioned above include all labor and material required to complete said work according to the Contract. In the event Contractor enters into any subsequent subcontracts or agreements, Contractor shall immediately provide Owner with a current and accurate Contractor Affidavit. Subcontractor / Supplier Lien Waiver must be submitted for all subcontractors with contracts over \$5,000 and suppliers with contracts over \$25,000

Names	Services Requested	Contract Price	Amount Paid	This Payment	Balance Due
<b>Totals</b>					

## SIGNATURES

Signed under the penalties of perjury as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Contractor Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Notary's Stamp

Notary's Signature

*Notary's name, county, and date commission expires*



# Tenant Contractor Final Waiver and Release of Lien

*To be submitted with Tenant Allowance Request*

## DETAILS

Owner: \_\_\_\_\_

Property: \_\_\_\_\_

Contractor: \_\_\_\_\_

Project: \_\_\_\_\_

Current Contract Sum: \_\_\_\_\_

Total Amount Previously Invoiced: \_\_\_\_\_

Final Payment Amount: \_\_\_\_\_

Balance Due: \_\_\_\_\_

In consideration of any and all payments received from the tenant in connection with the project, the contractor acknowledges and agrees that it has received full and final payment of all sums due, including all sums due under its contract with tenant, for labor, materials and/or equipment furnished by the undersigned to or in connection with the project. The undersigned hereby does release, discharge, relinquish and waive any and all claims, suits, liens, and rights whatsoever with respect to the Owner, and the property on account of any labor, materials and/or equipment furnished in connection with the project by the undersigned.

The undersigned individual represents and warrants that he/she is the duly authorized representative of the undersigned, empowered and authorized to execute and deliver this document on behalf of the undersigned and that this document shall be binding upon the undersigned.

This document is to take effect as a sealed instrument.

## SIGNATURES

Signed under the penalties of perjury as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Contractor: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary's Stamp

Notary's Signature

*Notary's name, county, and date commission expires*



# Subcontractor/Supplier Final Waiver & Release of Lien

*To be submitted with Tenant Allowance Request*

## DETAILS

Owner: \_\_\_\_\_

Property: \_\_\_\_\_

Contractor: \_\_\_\_\_

Project: \_\_\_\_\_

Description of work or materials provided: \_\_\_\_\_

Name of Subcontractor and/or Supplier: \_\_\_\_\_

Current Subcontract Sum: \_\_\_\_\_

Total Amount Previously Invoiced: \_\_\_\_\_

Final Payment Amount: \_\_\_\_\_

Balance Due: \_\_\_\_\_

In consideration of all past payments and the final payment received from the contractor or subcontractor in connection with the project, the undersigned acknowledges that it has received full payment of all amounts due, including all amounts due under its subcontract, for labor, materials and/or equipment furnished by the undersigned to or in connection with the project. The undersigned hereby does release, discharge, relinquish and waive any and all claims, suits, liens, and rights whatsoever with respect to the Owner, and the property on account of any labor, materials and/or equipment furnished in connection with the project.

The undersigned individual represents and warrants that he/she is the duly authorized representative of the undersigned, empowered and authorized to execute and deliver this document on behalf of the undersigned and that this document shall be binding upon the undersigned.

This document is to take effect as a sealed instrument.

## SIGNATURES

Signed under the penalties of perjury as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Subcontractor/ Supplier Release Lien

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

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

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary's Stamp

Notary's Signature

*Notary's name, county, and date commission expires*



# Contractor Insurance Requirement **West Region**

Forward these insurance requirements to your general contractor. To avoid construction delays, send a copy of your contractor's certificate of insurance to your tenant coordinator before construction starts.

Vendor shall at all times during the Term purchase and maintain at its own expense, with insurers acceptable to Owner, with a general policy holder's rating of not less than A- and a financial rating of not less than Class VII, or otherwise acceptable to Owner, as rated in the most current available "Best's Key Rating Guide," and which are qualified to do business in the state in which the Premises is located, policies of insurance as set forth below. Said insurance policies shall protect Vendor and Owner from claims which may arise out of or result from Vendor's acts or omissions, whether such be by itself or by any sub-vendor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Vendor shall not commence any work until it obtains all insurance required to be obtained by Vendor in this Agreement. The vendor will not permit any of its sub-vendors to commence work until all insurance requirements specified in this Agreement have also been complied with by such sub-vendors. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Vendor's responsibility for payment of damages resulting from its operations under this Agreement. The aforementioned insurance required to be obtained by Vendor shall include coverage for:

- (a) Statutory worker's compensation together with employer's liability coverage of not less than \$1,000,000 and waiver of all rights of subrogation against Owner. Such insurance shall be in strict accordance with the requirements of the most current and applicable State Workers' Compensation Insurance Laws in effect at the Project on the date this Agreement is executed.
- (b) Occurrence-based commercial general liability insurance with a combined single limit of not less than \$2,000,000.00 per occurrence, with an aggregate limit of not less than \$2,000,000.00, covering death, and broad form property damage, bodily injury, blanket contractual liability, completed operations, fire, and legal liability coverage, including, but not limited to:
  - (i) premises/operations, including BFPD and XCU;
  - (ii) cross liability and severability of interest clauses;
  - (iii) personal injury; and (iv) independent Vendors.The policy shall include coverage with respect to the indemnity obligations of Vendor under this Agreement, and if applicable to the Services, coverage without exclusions for liabilities relating to demolition, excavation, and blasting. The limits of liability specified in this paragraph may be provided by any combination of primary and excess liability insurance policies. The policy shall be maintained throughout the Term of this Agreement and shall be renewed for at least five (5) years thereafter.
- (c) Auto liability insurance with a combined single limit of not less than \$1,000,000 per occurrence, covering bodily injury and property damage liability for all owned, non-owned, and hired vehicles.
- (d) If the work involves aircraft, Vendor shall maintain aircraft liability insurance with a combined single limit for bodily injury and property damage liability of not less than \$10,000,000 per occurrence, covering owned and non-owned aircraft. The hull shall be insured as required by Vendor.
- (e) If the Vendor provides architectural, design, or engineering services under this Agreement, the Vendor shall maintain professional errors and omissions liability insurance with a limit of not less than \$1,000,000.00 per claim, with no deductible. Such insurance shall include contractual liability and coverage for prior acts and shall be maintained during the term of this Agreement and renewed for a period of at least five (5) years thereafter, so long as such renewable coverage is available to Vendor at commercially reasonable rates, the reasonability of which shall be determined by Owner.
- (f) Owner (and at Owner's election, its lender and/or property manager) shall be included as an additional insured under the coverage specified in Subparagraphs



(b), (c), and (d) above, with the following endorsement or provision, included within each applicable policy: *"It is understood and agreed that coverage afforded by this Policy shall also apply to "Brixmor Property Group" and all entities controlling, controlled by, or under common control with Brixmor Property Group, together with their respective owners, shareholders, partners, members, divisions, officers, directors, employees, representatives, and agents, and all of their respective successors and assigns," as additional insureds, but only with respect to legal liabilities or claims caused by, arising out of, or resulting from the acts or omissions of the named insured or of others performed on behalf of the named insured. This insurance is primary, and any other insurance maintained by such additional insureds is noncontributing with this insurance as respects claims or liability arising out of or resulting from the acts or omissions of the named insure or of others performed on behalf of the named insured."*

Each policy of insurance required above shall (i) provide that not less than thirty (30) days' written notice shall be given to the Owner prior to cancellation or reduction in coverage or amount, (ii) contain deductible provisions, if any, acceptable to Owner and (iii) waive all rights of subrogation against Owner. In addition, if Owner believes its interest in any particular policy is affected by claims of others as of the date this Agreement is entered into or at any time thereafter, then Owner has the right to receive from Vendor reasonable non-privileged information about those claims. Prior to commencing work, Vendor shall deliver to Owner certificates of insurance as evidence of compliance with the requirements of this Paragraph 10. In the event Vendor fails to secure or maintain any policy of insurance required hereby, Owner may, at its sole discretion, secure such policy of insurance in the name of

and for the account of Vendor, and in such event, Vendor shall reimburse Owner upon demand for the cost thereof (or at Owner's election, Owner may offset the amount of the policy against any Compensation payable to Vendor.

In addition to the insurance required to be obtained by Vendor under this Paragraph 10, if Vendor subcontracts or assigns any portion of the duties under this Agreement in accordance with Paragraph 12, each sub vendor shall be required by Vendor to purchase and maintain the insurance coverage required under this Agreement.

Not more often than annually, Owner shall have the right to increase the minimum limits of liability insurance by written notice to Vendor. Nothing in this Paragraph 10 shall limit or affect Vendor's obligations under Paragraph 7 above.

Vendor may provide the insurance described in this Agreement in whole or in part through a policy or policies covering other liabilities and projects of Vendor provided, however, that any such policy or policies shall:

- (i) allocate to the Project the full amount of insurance required hereunder, and (ii) contain, permit or otherwise unconditionally authorize the waiver contained in this Paragraph 10.

Do not commence any work until you obtain all insurance required in this Agreement. Do not permit any of your sub-vendors to commence work until all insurance requirements specified in this Agreement have also been complied with by such sub-vendors.

**BRIXMOR STRIVES TO BE THE CENTER OF OUR COMMUNITIES BY MATCHING VIBRANT RETAIL TO LOCAL CULTURE AND NEEDS.**