

# Tenant Manual



*TOWN & COUNTRY CROSSING*



We are pleased to have you as a Tenant in the Shopping Center!

Following is a list of your contacts for the Landlord, local utility companies, required Landlord contractors and Emergency Service. If you have any questions or require assistance, please do not hesitate to call the corporate telephone number listed below and ask for the appropriate department.

Please be sure this document is provided to your general contractor or construction team prior to commencing work within the premise. The terms Landlord, Tenant, Tenant's Work and Shopping Center shall have the meaning such terms are given to each in the Lease.

We look forward to your opening and wish you much success!

*The Staff of Ramco Gershenson, Inc.  
31500 Northwestern Highway Suite 300  
Farmington Hills, MI 48334  
248-350-9900*

### SHOPPING CENTER CONTACT LIST

<b>UTILITY &amp; REQUIRED CONTRACTOR CONTACTS</b>	
<b>Electric: Ameren Missouri</b>	<b>800-552-7583</b>
<b>Gas: Laclede Gas</b>	<b>800-887-4173</b>
<b>Water: Missouri American Water</b>	<b>Auto Turnover</b>
<b>*Please see page 11 for water meter selection &amp; installation guidelines.</b>	
<b>Water Meters/Remote Readers: Harris Consulting</b>	<b><a href="mailto:sludwig@hce-inc.com">sludwig@hce-inc.com</a></b>
<b>Sewer: Metropolitan St. Louis Sewer District</b>	<b>Auto Turnover</b>
<b>Roofing Contractor: Kehrer Bros. Roofing</b>	<b>618-248-1333</b>
<b>Fire Alarm: Tech Electronics</b>	<b>314-645-6200</b>
<b>Fire Sprinkler: St. Louis Automatic Sprinkler</b>	<b>314-533-7710</b>
<b>Dumpster: Deep Green</b>	<b>855-846-3337</b>
<b>Mailboxes (if applicable): Obtain key from local post office.</b>	
<b>Emergency Contact: Police &amp; Fire: 911</b>	
<b>Insurance - Additional Insureds must be listed on contractors insurance: Ramco-Gershenson, Inc. &amp; Ramco-Gershenson Properties, L.P.</b>	

**SECTION 1.0 - TENANT'S WORK**

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**SECTION 1.01 COMMENCEMENT OF TENANT'S WORK**

Without limitation, Tenant's Work shall not commence until:

- a. Full execution of the Lease or an Early Start Agreement by both parties and written delivery of the leased premises by Landlord to Tenant;
- b. Tenant has received Landlord's written approval of Tenant's drawings and specifications;
- c. Tenant has obtained all required governmental approvals;
- d. Tenant has delivered to Landlord, the certificate(s) of insurance required by the Tenant Manual, Lease and applicable laws;
- e. Tenant has submitted to Landlord the names, addresses and phone numbers of its licensed general contractor and all certificates evidencing the insurance required herein. A complete list of subcontractors and suppliers, their associated trade, contact and phone numbers. The general contractor and all subcontractors must be bondable and meet all state and local licensing and insurance requirements.
- f. Tenant and/or Tenant's contractor has obtained and posted in a prominent place within the leased premises a building permit and all other applicable permits, and provided Landlord with a copy of same.
- g. Tenant has advised Landlord of the actual commencement date of construction, the estimated date of completion of Tenant's Work and the date of projected opening. Tenant shall immediately notify Landlord of the actual date the leased premises are open for business.
- h. All of Section 1.0 Tenant's Work is applicable for any remodel or renovation during term of the Lease.

**SECTION 1.02 LANDLORD'S REQUIRED CONTRACTORS**

Tenant and/or Tenant's contractor must use Landlord's required contractor's i.e. roofer, fire protection system, etc. See page 2 for list of Required Contractors.

**SECTION 1.03 FIELD CONDITIONS**

Landlord will make available to Tenant and its contractor access to the leased premises so as to be able to perform field verification. It shall be Tenant's responsibility to field verify all existing conditions pertaining to the leased premises (including but not limited to underground electrical conduits and mechanical piping) prior to commencement of construction of the leased premises, and to reflect those conditions in the drawings and specifications submitted to Landlord for review. Any such field verification shall be scheduled with Landlord in advance.

**SECTION 1.04 SUBMISSION OF DRAWINGS AND SPECIFICATIONS**

- a. Within 45 days after the date of the Lease, Tenant shall submit drawings and specifications to Landlord showing all Tenants' Work.
- b. Tenant's drawings and specifications required by Landlord shall be no less than basic drawings and specifications showing Tenant's Work and no greater than drawings and specifications required by the local building authority for the issuance of a building permit.
- c. If Tenant's Work requires submission of drawings and specifications for issuance of a permit by the local building authority, Tenant shall (i) submit such drawings and specifications to Landlord for review and approval prior to submission to the local building authority, and (ii) submit such drawings and specifications to the local building authority within 5 days of receipt of Landlord's approval of drawings and specifications, and thereafter pursue diligently the obtaining of said permit. Any addendums and/or bulletins must be submitted to Landlord for review and approval.
- d. If Tenant is performing work that requires sealed architectural drawings, Tenant shall retain an architect licensed to practice in the state in which the leased premises are located.

**SECTION 1.05 LANDLORD'S REVIEW OF DRAWINGS AND SPECIFICATIONS**

- a. Landlord shall review Tenant's drawings and specifications within 14 days of Landlord's receipt thereof and shall furnish Tenant with a copy of such drawings and specifications bearing Landlord's approval or disapproval with comments and/or required revisions.
- b. Should the drawings and specifications be returned to Tenant without Landlord's approval, such drawings and specifications shall be (i) revised by Tenant in accordance with Landlord's comments and/or required revisions and (ii) resubmitted within 14 days of receipt thereof to Landlord for review.

- c. Landlord shall not unreasonably withhold approval of Tenant's drawings and specifications, provided that such drawings and specifications conform to the requirements of this Tenant Manual, the Lease, and all applicable laws.

**SECTION 1.06 LANDLORD'S COORDINATION AND ADMINISTRATION FEE**

Tenant shall pay to Landlord coordination and administrative service fee per the following schedule:

<b>Floor Area of Leased Premises</b>		<b>Fee Amount</b>
1 to 2,000	sq. ft.	\$1,000.00
2,001 to 5,000	sq. ft.	\$1,500.00
5,001 to 10,000	sq. ft.	\$2,000.00
10,001 and over	sq. ft.	\$2,500.00

**SECTION 1.07 INDIVIDUALIZED STOREFRONT**

- a. Individualized Tenant storefronts are encouraged. Materials, designs and color selections shall be subject to Landlord's approval.
- b. Any portion of the storefront which protrudes beyond the front line of the leased premises or encroaches in any manner onto the Shopping Center sidewalk, is subject to Landlord's prior written approval.

**SECTION 1.08 ADDITIONAL ELECTRICAL SERVICE**

- a. Landlord shall permit Tenant to upgrade electrical service to the leased premises, subject to the following: (i) Tenant shall retain a licensed electrical engineer to prepare load calculations for Tenant's equipment use, which shall be reviewed and approved by Landlord's engineer prior to start of the upgrade; (ii) Tenant's engineer shall inspect the existing primary electrical service. Engineer shall provide a one-line diagram of the power on which shall be noted the additional service to be installed – verifying availability and capacity of transformer to accommodate Tenant's electrical needs; and (iii) The upgrade shall not draw more than 80% of available power. Tenant shall pay all costs associated with such upgrade.
- b. Additional outlets, "EXIT" signs, emergency lighting and lighting fixtures as required for Tenant's use will be furnished and installed by Tenant. Any electrical shutdown required shall be coordinated with the Landlord.

**SECTION 1.09 ADDITIONAL PLUMBING**

Where available, plumbing in excess of that provided by Landlord may be furnished, installed and connected by Tenant, subject to prior written approval by Landlord. If Tenant requires additional plumbing, Tenant shall pay for all costs thereof. If applicable, Tenant to install remote readers for water billing. Tenant must video scope and flush lines, providing a copy of the report and the invoice for Landlord's records. Should Tenant have an outside patio area as designated per the Lease, Tenant must install a spigot in the area of the patio for power washing and maintenance of the patio area. Please see page 11 for water meter selection & installation guidelines.

**SECTION 1.10 ADDED STRUCTURAL STEEL**

- a. Any alterations and/or additions and reinforcements to Landlord's structures to accommodate Tenant's Work shall be accomplished by Tenant, subject to prior written approval by Landlord.
- b. Tenant's design for such work shall leave Landlord's structure at least as strong as the original design and with finishes unimpaired.
- c. Structural steel and miscellaneous iron shop drawings and specifications must be submitted by a licensed structural engineer for Landlord's written approval. Shop drawings shall include erection diagram(s) locating proposed new work, connections to existing structure, and all details of proposed new work.

**SECTION 1.11 CHANGES TO THE FIRE PROTECTION SYSTEM (see Section 1.02)**

- a. Tenant shall provide sprinkler drawings showing existing conditions with additions to and/or relocation of heads from the existing automatic fire protection sprinkler system for the leased premises clearly identified. Piping shall be arranged so that all areas within the new store layout are adequately covered. Contact Landlord for any applicable shut down fees.
- b. Tenant's fire protection sprinkler system must be compatible with Landlord's system.
- c. Tenant's fire protection sprinkler system (installed by a licensed contractor), fire hose cabinets, fire extinguishers, monitoring panel and other equipment within the leased premises shall satisfy the requirements of the applicable insurance services office of the state in which the Shopping Center is located and Landlord's insurance underwriter.

**SECTION 1.12 ODORS/NOISE**

If (all or any portion of) the leased premises are used for the operation of a business that emits noxious fumes (e.g., nail salon, cigar bar, etc.) a suitable ventilation/exhaust system shall be installed by Tenant, at its sole cost and expense, at sufficient locations throughout the space to remove all noxious odors.

Tenant shall provide drawings and specifications for the ventilation/exhaust system for Landlord's prior written approval. Tenant's removal of noxious odors must not interfere in any way with other Shopping Center tenants. Tenant shall construct sound proof/deadening measures between the Premises and any adjoining tenant next to the Premises to minimize penetration of vibrations, odors and noise.

**SECTION 1.13 ROOF DECK (see Section 1.02)**

- a. Cut and/or repair of all openings and flashing of the roofing shall be scheduled and performed by Landlord's contractor at Tenant's sole cost and expense.
- b. Nothing shall be attached directly into roof deck (i.e.: ceiling grid, lighting fixtures) without Landlord prior approval.

**SECTION 1.14 SUPPORT OF EQUIPMENT**

- a. Air conditioning equipment and food storage refrigeration compressors on the roof shall be located in an area approved by Landlord and shall be supported on approved prefabricated steel frame curbs connected to the roof purlins.
- b. No one purlin shall support more than 500 pounds. Supporting steel and reinforcing of the purlins shall be provided by Tenant in accordance with requirements established by Landlord (which shall be clearly noted on Tenant's drawings).
- c. Gas line supports to be installed per Landlord requirements.

**SECTION 1.15 PAINTING OF EXPOSED ROOFTOP METAL**

Exposed gas lines and rooftop steel supports, if any, are to be painted by Tenant per Landlord specifications local codes, and municipal specifications.

**SECTION 1.16 HEIGHT OF EQUIPMENT**

Height of equipment above the roof shall not exceed 60", including supports, or as required per local codes or as required by Landlord. If screening is required, Tenant will provide at their expense.

**SECTION 1.17 CABLE/SATELLITE INSTALLATION (subject to availability)**

- a. Tenant shall have the right to install cable and/or satellite communications ("Communications System") to the interior of the leased premises only through Tenant's rooftop HVAC equipment, subject to Landlord's approval of Tenant's drawings and specifications, diagrams and specifications for such Communications System. In no event will new roof penetrations be approved.
- b. A rooftop Communications System shall be installed by means of a free standing padded frame, along with such cable(s) necessary for the operation of the Communications System.
- c. Unless Landlord approves otherwise, upon Tenant vacating the leased premises, Tenant shall promptly remove the Communications System and immediately thereafter repair any damage caused as a result of the installation and/or the removal of the Communications System at Tenant's expense.
- d. Tenant's general contractor must coordinate all installation work with Landlord's roofing vendor.

**SECTION 1.18 ROOFTOP EQUIPMENT OPERATIONS**

- a. Rooftop equipment which may discharge grease, fat, oil, or other contaminants, must be fitted by Tenant with collection features to prevent damage to the roof.
- b. Tenant shall obtain a maintenance agreement for upkeep of any grease containment system and will be responsible for any damage to Landlord's roof or voiding of any warranty due to any grease or exhaust grease.

**SECTION 1.19 PERMITS, CERTIFICATE OF OCCUPANCY, METERS**

- a. All required building and other permits and fees in connection with the construction and completion of Tenant's work shall be obtained and paid for by Tenant. Tenant shall provide Landlord with copies of all permits issued.
- b. Upon completion of Tenant's Work, Tenant shall provide Landlord with an unconditional Certificate of Occupancy or such other approval as is provided by the local governmental authority indicating that the leased premises have been approved to open to the public.
- c. Tenant shall apply for all utility meters if same are not already in place. Tenant will pay all charges in connection with gas and electrical meters.
- d. Tenant shall provide Landlord any new/added meter numbers.

**SECTION 1.20 QUALITY STANDARDS**

Tenant's Work shall be performed in a first-class manner by licensed contractors where applicable and shall be in good condition on the date of completion. Only new, high quality, first-class materials shall be used for the

construction of the leased premises. Upon completion of Tenant's Work, all facilities shall be fully usable and without defects. All merchandising fixtures and furnishings shall be new, or refurbished to "like new" condition.

**SECTION 1.21 GUARANTEES FOR WORKMANSHIP AND MATERIALS**

- a. Tenant shall require all persons or entities performing Tenant's Work to guarantee the same to be free from any and all defects in workmanship and materials for 1 year from the date of completion of Tenant's Work.
- b. Tenant shall require such persons or entities to agree to replace or repair, without additional charge, Tenant's Work which shall become defective within 1 year after completion of Tenant's Work. The replacement or repair of such work shall include, without additional charge, all expenses for damages in connection with such removal, replacement or repair of any part of the work which may be damaged or disturbed thereby.
- c. All warranties or guarantees as to materials or workmanship on or with respect to Tenant's Work shall be contained in the contract(s) relating thereto, and shall be so written that such guarantees or warranties shall inure to the benefit of both Landlord and Tenant, as their respective interests appear, and can be directly enforced by either.
- d. Tenant shall provide Landlord any assignment or other assurances which Landlord may require to effect the foregoing.

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**SECTION 2.0 – UNIFIED SIGN PLAN**

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The Character, design and layout of all signs in this center shall conform to the City Sign Regulations and must be approved by Landlord to the extent that the sign in question complies with the criteria set forth in document.

**All signs shall be in accordance with the following requirements:**

1. Each individual business or use which has sign frontage may have one (1) wall sign per frontage with a total sign area not to exceed one (1) square foot per linear foot of sign frontage upon which the sign is to be located. Each individual business or use shall be limited to a total of two (2) signs, except in Buildings F / K / L / M / N, where a maximum of three (3) signs shall be allowed. No sign shall be allowed on the east elevation of Building K. The total number of signs allowed shall not include freestanding signs identifying the individual business or use.
2. Sign frontage shall be defined as the length in linear feet of the ground floor of a building or portion of a building occupied by an individual business or use when the front, rear or side of such building or portion of building faces a public right-of-way, parking lot or access drive intended for public use.
3. Maximum square footage of sign area allowed per individual business or use shall be two hundred seventy five (275) square feet per sign frontage.
4. Wall signs shall not project perpendicularly more than eighteen inches (18") beyond the plane of the wall to which it is attached.
5. All wall signs may be mounted on a raceway. Raceway must be painted the match wall color.
6. An individual sign shall be limited in number of colors utilized to no more than four (4). White shall be counted as a color. Varied shades of a color shall be considered different colors. **Example:** Navy Blue / Sky Blue shall be considered as two different colors.
7. Letter size for wall signs shall not exceed 48" inches.
8. The sign length for an individual business or use may not exceed 85% of the length of the tenant's store frontage.
9. Letters may not overlap either the top or bottom edge of the building allowed sign fascia area and must be a minimum of six (6) inches from either of the edges.
10. Signs being relocated to the shopping center by Tenants or Sign Contractors must conform to the conditions and limitations of this document. Reuse of an existing sign must conform to all criteria specifications and be approved by the Landlord.
11. No flashing, moving or blinking illumination will be permitted.
12. All signs attached to building shall be constructed and braced to withstand wind pressure of not less than 30 pounds per square foot of exposed surface or as required by the current building code, whichever is greater.
13. Certain sign variances have been approved by The City of Town and Country Board of Aldermen in Resolution Number 11-2006-01, dated November 27, 2006; 08-2007 dated May 14, 2007; and 21-2007 dated December 10, 2007, Any additional variances approved by The City of Town and Country after this date shall also become a part of this **Unified Sign Plan**.

**GENERAL RESTRICTIONS**

1. All illuminated signs shall be extinguished at the time of business closing or 11:00 p.m., whichever is later.
2. All outdoor signs and supports shall be weather resistant and shall be maintained in good repair so as to prevent rust, peeling, flaking or fading. Broken panels, missing letters, flaking or peeling paint and other visual damage to a sign shall be repaired within 45 days of occurrence or within 30 days of notification from the City or Landlord, whichever occurs first.
3. All electrical sign components shall bear the Underwriters Laboratory Label. Their fabrication and installation must comply with all national and local building and electrical codes.
4. Threaded rods or anchor bolts shall be used to mount sign letters which are spaced out from background panel. Angle clips attached to letter sides will not be permitted.
5. Illuminated signs must be made of rust resistant material(s).
6. No sign maker's labels or other identification will be permitted on the exposed surface of signs.
7. All permanent signs shall be erected by a licensed Union sign erector.
8. Penetrations made in the roofing system shall be approved by the Landlord prior to sign installation. The cost for repair is the responsibility of the Lessee.

**TEMPORARY WINDOW SIGNS**

1. Shall not cover more than a total of twenty percent (20%) of the combined area of the window and glass door to which they are applied. All of the glass windows and doors on a side of a building may be calculated as a single window/door area provided that such are separated by supports or other dividers no more than 12" wide.
2. All signs in one window shall be deemed to be one (1) sign for the purpose of this paragraph. If all windows and glass doors in the side of a building are being counted as a single surface under number 1 above, then all signs thereon shall likewise be counted.
3. Temporary window signs shall be maintained in good repair and shall be displayed for a period not to exceed 30 days and shall have the most recent date of installation clearly shown on the sign in two (2) inch high letters in a contrasting color placed in the bottom right hand corner of said sign. The same sign shall not be placed in a window for a period of four (4) months after removal. A new date of installation shall be shown in that event.
4. Under no circumstances shall such signs be affixed to the exterior of a window.

**PERMANENT WINDOW SIGNS**

1. May identify hours of business, name and address of business.
2. Shall cover an area no greater than three (3) feet by two (2) feet on the window display surface on any one frontage.
3. Permanent Window Signs shall not be calculated with the total square footage of signs permitted per building side.

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**SECTION 3.0 - INSURANCE**

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**SECTION 3.01 TENANT'S INSURANCE REQUIREMENTS**

See Lease for Tenant's insurance requirements.

**SECTION 3.02 TENANT'S CONTRACTORS INSURANCE REQUIREMENTS**

Tenant shall require that, other than employees of the Tenant, any persons, contractors or any other entity, hereinafter "Contractor(s)", performing work on the premises for the Tenant or at the Tenant's request, carry the minimum insurance as specified below:

- a) Commercial general liability insurance including but not limited to premises operations, completed operations, product liability, and contractual liability. Such insurance(s) will be written on an occurrence form and have limits of at least \$2,000,000 each occurrence and annual aggregate for bodily injury and property damage combined. If such insurance covers multiple projects of the Contractor(s), the full occurrence and annual aggregate limits are to be available on a per project or location basis. Landlord, managing agent and any other parties in interest designated by Landlord are to be named as an additional insured under this insurance (See page 2 for additional insureds).
- b) Special form property insurance on a replacement cost basis covering Contractor's tools and equipment used in their performance of the work. All property kept, stored or maintained in, on or about the work site shall be so kept, stored

or maintained at the risk of Contractor(s) or Tenant only.

- c) If the leased premises is to be constructed, renovated or added to by the Tenant, Tenant or Contractor(s) shall provide builders risk insurance for the project with a limit equal to the full cost of the completed project. Coverage under this insurance shall extend to building materials while in transit and temporarily stored away from the premises. Landlord and any other parties in interest designated by Landlord shall be named as a loss payee under such builders risk insurance.
- d) Automobile liability insurance including owned, hired, and non-owned autos. Such insurance shall have a limit not less than \$1,000,000 bodily injury and property damage combined each occurrence.
- e) Statutory worker's compensation insurance for all employees of the Contractor(s) in the State in which the work is located or where Contractor's workers are domiciled, whichever is applicable.
- f) Employer's liability insurance with a limit of at least \$500,000 each accident for bodily injury by accident; \$500,000 policy limit for bodily injury by disease; and \$500,000 each employee for bodily injury by disease.
- g) If the Contractor is acting as a consultant providing professional services to the Tenant, Contractor shall carry professional liability insurance, covering actual or alleged negligent acts of the Contractor committed in the rendering of such professional services to the Tenant. The limit of such insurance shall not be less than \$1,000,000 each claim and annual aggregate. Such insurance may be written on a claims made form but must remain in effect for at least 1 year following the completion of the professional services provided.

All insurances required above are to be primary and non-contributory to any insurance carried by the Tenant or Landlord and be written by responsible insurance companies authorized to conduct business within the state in which the work is being performed, have an A.M. Best rating of at least A- VIII and be reasonably acceptable to Landlord. Tenant shall secure certificate(s) of insurance from its Contractor(s) as evidence that the required insurance is in full force and effect and deliver the certificates to the Landlord at least 5 days prior to the commencement of the work and within 30 days of each renewal thereafter. Contractor(s) shall cause its insurers to provide 30 days prior written notice of cancellation or non-renewal of any insurance required above. Insurance limits may be achieved through any combination of primary and excess insurance policies as long as the excess policy provides the same terms and conditions as the primary.

Without limitation, Tenant agrees to defend, indemnify and hold harmless the Landlord from any and all liability, claims, losses, and damages including legal fees arising out of the Tenant's work including work performed by Tenant's Contractor(s) at any time during the term of the Lease.

#### **SECTION 4.0 - CONSTRUCTION GUIDELINES FOR OPERATING SHOPPING CENTERS PRE-CONSTRUCTION:**

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Except as provided for in Section 1.03 of the Tenant Manual, prior to entering the leased premises, Tenant's general contractor must schedule a pre-construction meeting with Landlord and provide to Landlord the following:

- a. Copy of the **building permit**, the zoning certificate, and a set of approved drawings from the local fire and building departments.
- b. Copy of **permits** for plumbing, electrical, and mechanical subcontractors.
- c. A 24-hour **emergency telephone numbers** for the general contractor, project manager, site superintendent, and for all major subcontractors.
- d. A complete **list of subcontractors** and suppliers, their associated trade, contact and phone numbers. The general contractor and all subcontractors must be bondable and meet all state and local licensing and insurance requirements.

#### **SECTION 5.0 - DURING CONSTRUCTION:**

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- a. General contractor and all general contractor's subcontractors and vendors are to comply with all OSHA, governmental safety regulations and requirements, and local safety codes.
- b. Tenant and/or Tenant's contractor shall notify Landlord of the work schedule and keep Landlord informed of any changes to the schedule.
- c. Landlord is available to facilitate all construction activities. Contact Landlord for access to utility rooms or other on site facilities, 24 hour notice required.



- d. Utilities servicing the leased premises should be transferred into Tenant's name and account as of the turnover date (information provided in turnover letter from Landlord). Any utility shutdowns need to be approved by Landlord at least 48 hours in advance.
- e. Notify Landlord of all delivery schedules. Deliveries are to be made through the rear of Tenant's space. Arrangements must be made with Landlord for shipments that do not fit through the rear door. Should the leased premises not have a rear door, all deliveries through the front are to be made during hours in which the Shopping Center is not open.
- f. Notify Landlord of any exterior construction activity, which must take place when the Shopping Center is closed and must be scheduled with Landlord at least 48 hours in advance. GC 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. Graphics on barricade may be required by Landlord. Barricades are required for any façade and/or storefront work.
- g. Notify Landlord at least 48 hours in advance of any sprinkler work. Sprinkler modifications must be made by Landlord's required contractor (See page 3) and the requirements of Landlords' insurance underwriter(s).
- h. If sprinklers are to be shut down for more than a short time, Landlord must be notified. The contractor will be responsible for maintaining a fire watch on site and such shut down must occur when the Shopping Center is closed. Landlord will, as required, notify the local fire authority, security monitoring company, and the insurance company. Upon completion of sprinkler work, notify Landlord, who will again, as required, inform the local fire authority, security, and insurance company that the work is complete. Sprinkler system will not be shut down for any reason without proper mechanical permits required by local governmental authority. Contact Landlord for any applicable shut down fees.
- i. All roof penetrations must be approved by Landlord prior to scheduling roof work. If approved, all roof work must be done by Landlord's roof contractor at Tenant's expense. (See page 3.)
- j. Notify Landlord of any construction activity that may result in noxious odors (i.e., acetate or mylar painting, chemical applications). This work must take place when the Shopping Center is closed. Any cost to divert noxious odors shall be borne by Tenant.
- k. Notify Landlord in advance of when any intrusive or loud construction activity such as fascia sign installation, concrete and masonry demolition or saw cutting will occur. These activities must be coordinated with Landlord prior to start of the work and are to take place when the Shopping Center is closed.
- l. Set up trash removal. Tenant's contractor is responsible for and to provide for its own trash removal, and must coordinate and obtain approval of this activity and the location of dumpster with Landlord prior to the start of construction. **DEBRIS MUST BE CLEANED UP DAILY AROUND ANY DUMPSTER AREA. ALL DUMPSTER AND TRASH REMOVAL SHALL BE AT THE REAR OF THE CENTER.** Dumpster must have plywood bearing pad protection under the dumpster wheels. Contractor/Tenant will be liable for any damage to the parking lot.
- m. During the course of all welding, a fire extinguisher must be accessible and the provisions of the National Fire Code shall be adhered to at all times.

**SECTION 6.0 - SITE RESPONSIBILITY:**

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- a. Keep doors closed at all times and lock them at the end of each day.
- b. Interior of storefront must be covered during construction until work is complete. Contractor is responsible for keeping window coverings up and in good condition, and cleaning the storefront after removal of covering material.
- c. Contractors should be aware that there are customers on site, and behave appropriately.
  - No loud, inappropriate or offensive language.
  - Radio volume should be kept appropriately low.
  - Acceptable attire is to be worn at all times while working on site.
  - Crews are not to loiter in common areas of the Shopping Center.
  - **NO SMOKING** in the premises or on Shopping Center property.
- d. Contractor must maintain a fire extinguisher on site at all times.
- e. Contractor is responsible for any damage it may cause to the Shopping Center (including the leased premises, building, parking areas, landscaping, etc.).
- f. Contractor must keep sidewalk, sidewalk area and storefront clean at all times.
- g. All washing of materials and equipment (such as painting equipment) must take place in the leased premises or off site. Sensitive materials must be disposed of properly. Dumping of concrete or paint residue onto the

Shopping Center (including flower beds, planters, grass areas, drainage pipes, plumbing pipes, etc.) is strictly prohibited.

- h. No property, materials, equipment, tools, etc., not then in use may remain outside the leased premises. Storage of large items outside, if necessary, is subject to Landlord approval. Neither Landlord nor Ramco-Gershenson, Inc., or Ramco-Gershenson Properties, L.P., shall be responsible for any such property, materials, equipment, tools, etc.

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**SECTION 7.0 - UPON COMPLETION OF CONSTRUCTION:**

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- a. Have contractor review all building systems (HVAC, plumbing, electrical, etc.) to ensure that they are in good working order. All filters must be changed upon completion of work. Light panels and all circuits shall be labeled or relabeled (typed) accordingly. Provide a copy of the HVAC Balance report and manufacturer, model #, serial # and size (tonnage) of unit to Landlord.
- b. Provide a copy of the Unconditional Certificate of Occupancy to Ramco-Gershenson, Inc. Tenant may not open for business until a Certificate of Occupancy or equivalent document is issued by the local governing authority.
- c. Provide Landlord with as-built drawings and specifications, which shall be the record set of documents evidencing what was constructed at the site.

# **WATER METER SELECTION AND INSTALLATION GUIDELINES**

**Developed for Ramco Gershenson**

**By**

**Harris Consulting Engineering, Inc.**

## Meter Sizing

Most retail tenants will require either a ¾" or a 1" meter, depending on 1) an anticipated high-flow water usage, such as food service or dialysis service, or 2) water line size. A ¾" meter will deliver up to 20 Gallons per Minute (GPM) and is capable of registering a low flow down to .25 to .50 GPM. A 1" meter will deliver up to 50 GPM and is capable of registering a low flow down to .375 GPM to .75 GPM. The low flow specification depends on the manufacturer. Installing a meter that is too large for the application may not register all of the water flowing through the meter during low flow conditions, such as a leaky toilet or ice machine, or hand washing.

Code will allow the installation of a meter that is 1 size less than the main water line size. If the line size is 1", then a ¾" meter is allowed. A 1 ½" line size will allow a 1" meter, etc. Therefore it is important that your mechanical contractor install a water main into the space that is appropriate for the anticipated usage. There should be no reason for the contractor to install a 2" main unless used for irrigation. If they do so, then a 1 ½" meter would be required. This meter size can only measure flows down to 1.5 GPM (with a high capacity of 100 GPM).

## Meter Installation

Meter must always be installed horizontally with the register upright unless the manufacturer's installation guideline allows for other meter orientations. Installing a meter vertically or upside down may void the manufacturer's warranty and will reduce the life of the register. While most meters are installed above the ceiling, installing them as close to the ceiling as possible allows for easier access and serviceability.

## Meter Units and Register Type

Meter units come in 2 varieties: Gallons and Cubic Feet (which equates to 7.48 gallons). Gallon is the preferable unit because this is what most people relate to. A meter that registers in Gallons typically will have 1 fixed zero if it is a ¾" meter and 2 fixed zeroes if it is a 1" meter. When ordering a meter, the register should be programmed so that the remote display will increment in 1-gallon increments. This is extremely important if the meter ever has to be tested. If the meter is in 10-gallon, 100-gallon or 1000-gallon increments, then meter testing via the remote display becomes both time consuming and wasteful. For example, if the meter is programmed in 100-gallon increments, one would have to run the water long enough until the display increments by 1 unit, then run another 100 gallons through the meter before the display increments again. Meters should also have an encoder type register. Pulse outputs with counters are not acceptable. The only meters that are "high resolution" (i.e. can read in single gallons) are Sensus meters and Badger meters with the HR-E encoder register. Both work with the VL-9 remote reader. Master Meter has own remote register.

### Meter Type

Acceptable meters are as follows:

- Sensus accuSTREAM (specify TRPL-3 wire for remote reader)
- Sensus iPERL (specify TRPL-3 wire for remote reader)
- Badger with HR-E register
- Master Meter Multi-Jet with AccuLinx Encoder register

END