



## TENANT IMPROVEMENT CONSTRUCTION POLICIES AND PROCEDURES

The following policies and procedures apply to all Tenants, design professionals, contractors and or subcontractors working at 9301 N. Central Expressway. If a Tenant directly engages a design professional, contractor or subcontractor, it is the Tenant's responsibility to ensure that these Policies and Procedures are adhered to. The Landlord shall have the right to reject or stop any work that is not in compliance with these Policies and Procedures.

In the event of any conflict between a particular tenant's lease and this manual, the lease shall control and shall be deemed to modify this manual.

The directory for the property is listed below. Prior to the start of construction activities, the Tenant should provide Manager with a similar directory which lists the names and phone numbers of the Tenant's representatives, consultants and contractors.

Building Owner: (Landlord)	CMK2 North Central I, LLC CMK2 North Central II, LLC
Building Manager:	Remedy Medical Properties, Inc. 800 West Madison St, Suite 400 Chicago, IL 60607
	Leslie Coke Phone: (972)340-3994 Email: <a href="mailto:lcoke@remedymed.com">lcoke@remedymed.com</a>

### **Building Operations:**

1. Before work begins, all work must be scheduled through the Management office. A complete contact list of all sub-contractors must be provided to the CM or PM prior to performing work. Any after- hours work must be scheduled through the Management office before 2:00 p.m. each afternoon of the night the activity will occur. Weekend activity is to be scheduled by Friday at 2:00 p.m. Service elevator reservations are made on a first come first served basis. **ALL** after-hours work must be coordinated through the Management office and must also be supervised by the Contractor and in some cases by a member of the Management office or Security staff.
2. Prior to any and all daily activity, the assigned vendor, Contractor/Moving Company must sign in at the Security Desk located in the main lobby at 9301 N. Central Expressway, Dallas, TX 75231. Contractors may be asked to present proof of identification by providing a valid driver's license and/or company ID along with a photo for property records.
3. At no time will the Contractor or Contractor's agents park under the covered parking on the West side of the building, along the front of the building or in the Emergency parking/drive way on the SW side of the property. Providing your vehicles are able to utilize the parking garage, **ALL** Contractor parking is located on the top floor, Level 5, of the parking garage. You are **ONLY** permitted to park in the surface parking, away from the building, after hours or if your vehicle exceeds the parking garage measurements.
4. All construction personnel will enter the buildings through any of the three (3) West side entrances and access the construction floor via the designated service elevator only. Contractors may not use the passenger elevators under any circumstances.

5. Material deliveries for evenings or weekends may be made after 6:00 p.m. only after being scheduled through the Management office. Use of passenger elevators is strictly prohibited.
6. Contractor shall obtain management approval for location to set dumpster during the project
7. Contractor and its agents/employees shall use only the restroom facilities located on the floor where work is to be performed or as otherwise designated by Management.
- 8.

#### **Documentation:**

1. The Tenant shall utilize the services of a licensed architect and engineer to prepare all construction drawings. All proposed plans must be approved in advance by Remedy Medical Properties, Inc. ("Remedy") with a minimum of 10 working days allowed for this review or as outlined in the Lease.
2. Tenant, Architect, Engineer, General Contractor and any other related parties shall use reasonable efforts to comply with and cause the project to be kept, maintained, used and occupied in compliance with: a) all applicable laws, statutes and ordinances; b) all applicable rules, regulations and orders of any governmental authority (specifically including, but not limited to, building codes, fire regulations and environmental rules and regulations); and c) any direction or occupancy or use certificate issued pursuant to any law, regulation or rule by any public officer.
3. The Tenant's Architect should be knowledgeable regarding the requirements for handicap access within a tenant space. Careful attention should be given to clearances, hardware types and raised flooring. Remedy encourages a barrier-free design and solicits Tenant's and Tenant's Architect's support.
4. Building Permits are required per code and must be supplied to Remedy prior to the start of construction. The Contractor will be responsible for obtaining the required building and occupancy permits for the work. The cost of all permits required for the installation of work by the Contractor will be included in the Contractor's pricing proposal or as detailed in Contractor's Construction Agreement.
5. All contractors and/or subcontractors must be approved in advance by Remedy. The names and telephone numbers of key personnel who are empowered to represent the contractor on all matters (including emergency telephone numbers) shall be submitted to Remedy prior to the start of work.
6. **Prior to starting work, Certificates of Insurance for the contractor and his subcontractors must be submitted to Remedy. Insurance requirements are shown on Attachment A.**
7. If requested by Remedy, contractor shall submit a construction schedule and provide regular progress updates.
8. Upon Substantial Completion of the construction, and prior to Tenant's occupancy, a single list of unsatisfactory or incomplete construction items will be prepared jointly by Tenant, Tenant's Architect, and the Tenant Construction Manager. This list, called the Architectural Punchlist, will be prepared only once, and should then be submitted to the Contractor for timely response and completion.
9. Upon completion of the work, and 1 electronic copy of final as built drawings in pdf form, and a CAD file of the premises floor plan, must be submitted to Remedy along with a copy of all equipment and maintenance manuals.
10. All Contractors should submit the appropriate guarantees or warranties as specified in the Tenant construction drawings. If no warrantee is specified, a 12-month warrantee shall be provided.

#### **Construction Practices:**

1. All work must comply with local Municipal Codes and any other building specific requirements. Any questions or concerns regarding the building requirements should be directed to Remedy.

2. The contractor's work shall be scheduled so that it in no way conflicts, interferes with or impedes the quiet and peaceful environment of other Tenants and their activities. Any work that conflicts with the other Tenants will be rescheduled by the contractor or on such dates or times as approved by Remedy.
3. There will be no work in another Tenant's space without obtaining Remedy's and the other Tenant's permission. Work in another Tenant's space shall be performed after hours or at the other Tenant's convenience and any cleaning or repairs required as a result of such work shall be performed at the cost of the Contractor or Subcontractor.
4. Work in public spaces, including multi-tenant corridors, shall be performed after hours unless authorized by Remedy.
5. Large amounts of construction material coming into the building must be delivered at times that will not interfere with the regular operation of the building and associated loading areas (i.e., either before or after the normal operating hours).
6. If the space undergoing construction has a glass entry, the contractor shall take measures to hide construction activities from view.
7. Clean up and rubbish removal is by the contractor at its own expense.
8. Any smoke, noise, or odor producing activities should only take place after hours with the express consent of Remedy. During occupancy, re-modeling and/or construction, no Tenant or Contractor shall use obnoxious gases or odor producing materials that would be hazardous, offensive or objectionable to the Landlord or any other Tenant in the building. The contractor shall be held fully accountable for damage to the project or its tenants due to excess noises, fumes, fire alarms, etc., which are due to the actions of the contractor.
9. MSDS sheets for substances used must be displayed at the workplace and submitted to Remedy.
10. Before any work will be started, there will be a walk-through of the freight lobby, public corridors, restrooms and base building mechanical and electrical rooms to check on existing damage of walls, doors, ceiling, etc.
11. The contractor shall maintain supervisory personnel on-site at all times whenever the contractor or their subcontractors are working on the site. Such supervisory personnel shall be fully empowered to direct the contractor's subcontractors as necessary to perform the work.
12. The contractor shall be responsible for all their actions on-site as well as those of their subcontractors. Any damage to building property or the property of another Tenant (including that of their staff, visitors, or patients) caused by the contractor will be promptly repaired at no cost to Landlord or the other Tenant.
13. Security for the contractor's work is the sole responsibility of the contractor. Landlord and Manager are not responsible for the contractor's materials or tools.
14. The contractor will not install any identifying signage or advertising within the building.
15. Material and tool storage will be limited to the construction areas, or the areas approved by Remedy.
16. The walls and floor coverings of multi-tenant corridors must be protected from damage and excessive dirt during construction without compromising the aesthetics.
17. Entry doors to base building air handling rooms, freight elevator lobbies, electric closets and phone closets must be kept closed and locked at all times except when work is being performed in them.
18. Remedy expects the contractor to maintain a reasonably clean and presentable space during construction. The floor must be swept nightly. Dust protection is to be installed in all common areas along the Project personnel's path of travel.
19. Shutdowns of electrical power, water riser or any other utility must be scheduled with Remedy. **UNSCHEDULED POWER-OUTS ARE STRICTLY PROHIBITED.**

20. Contractors must apply for a Hot Work Permit from the building staff 48 hours in advance of any hot work. Hot work is any temporary operation involving open flames or producing heat and/or sparks. This includes but is not limited to brazing, cutting, grinding, soldering, and torch-applied items.
21. All protrusions or opening in a rated firewall or penetration through floor slab shall be sealed with a fire stopping material as required.
22. Any and all modifications and additions to the Life Safety System must meet existing code requirements and must be certified, use base building specified devices and be tied into the base building fire alarm panel. It is the responsibility of tenant and/or contractor to contact the building's fire life safety vendor for all shut downs and related work.
23. All work involved with the sprinkler system, fire alarm system, and/or smoke detector is to be performed by a Contractor who is certified by the authorized representative of the manufacturer of the equipment. Sprinkler system work may be conducted during the hours of 7:00 am – 4:00 pm, Monday thru Friday. **All fire safety system work must be scheduled, 24 hours in advance, through the Management office and Building Engineer prior to any work may be done.** During construction, Contractor is to take extreme precaution with the existing fire alarm system. Should any sprinkler modification work be required, the system will be placed back in operation at the end of the workday and Management/Engineering is to be informed to re-fill the Sprinkler System.
 

**\*\*\* Due to the sensitivity in having an on-site hospital, it is imperative that all fire system testing be coordinated through the management office.**
24. Contractor shall include the cost to balance the building HVAC system with NEBB or AABC certified mechanical contractor. The tenant finish Contractor shall notify the balancing contractor five (5) working days prior to the time the air balance work is scheduled to commence. **Contractor is to provide Manager with a complete air balance report and the mechanical "AS-BUILT" drawings within 10 days of Tenant move-in or upon completion of the work.**
25. Hot water heaters must have an automatic shut off system.

## CONTRACTOR ACCEPTANCE

I hereby acknowledge that I have thoroughly read and will adhere to all items stated in these policies and procedures. I further agree to incorporate this document into any subcontracts that I may establish to assure adherence by all tradesmen that are working on the project referenced below.

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

Suite Number: \_\_\_\_\_

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

By: \_\_\_\_\_

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

**ATTACHMENT A**  
**INSURANCE REQUIREMENTS**

*Note: All sub-contractors are also responsible for the requirements outlined below.*

- I. The Contractor shall provide the following minimum insurance coverage:
- A. **Commercial General Liability:**  
Combined Single Limit - \$2,000,000 per occurrence and \$5,000,000 annual aggregate per location.  
Such insurance shall be broad form and include, but not be limited to, contractual liability, independent contractor's liability, products and completed operations liability, and personal injury liability. A combination of primary and excess policies may be utilized. Policies shall be primary and noncontributory.
  - B. **Workers' Compensation:**  
Statutory Limits
  - C. **Employer's Liability:**  
With minimum liability limits of \$1,000,000 bodily injury by accident each accident, \$1,000,000 bodily injury by disease policy limit; \$1,000,000 bodily injury each employee.
  - D. **Commercial Automobile Liability:**  
Combined Single Limit - \$1,000,000 per accident.  
  
Such insurance shall cover injury (or death) and property damage arising out of the ownership, maintenance or use of any private passenger or commercial vehicles and of any other equipment required to be licensed for road use.
  - E. **Property Insurance:**  
All-risk, replacement cost property insurance to protect against loss of owned or rented equipment and tools brought onto and/or used on the Property by the Contractor.
- II. Policies described in Sections I.A. and I.D. above shall include the following **as additional insured**, including their officers, directors, employees, shareholders, partners, joint venturers, affiliates, successors, and assigns. A GL-2010 Endorsement shall be utilized for the policy(ies) described in Section I.A. above. Please note that the spelling of these parties must be exactly correct, or the Contract Duties will not be allowed to commence.
- 1. **CMK2 North Central I, LLC**
  - 2. **CMK2 North Central II, LLC**
  - 3. **Remedy Medical Properties, Inc.**
- III. Contractor waives any and all rights of subrogation against the parties identified above in Paragraph II above as additional insureds.
- IV. All policies will be written by companies licensed to do business in the State of Texas and which have a rating by Best's Key Rating Guide not less than "A-/XII".
- V. Contractor shall furnish to the Owner or Agent Certificates of Insurance evidencing the above coverage. Original Certificate(s) of Insurance must be provided before Contractor commences Contract Duties or Contract Duties will not be allowed to commence. **Remedy Medical Properties, Inc. shall be the certificate holder.** At Owner's request, Contractor shall promptly deliver copies of any insurance policies required to be maintained by Contractor under this Agreement.
- VI. Certificates of Insurance required under this Agreement shall contain the following words verbatim:  
"It is agreed that this insurance will not be canceled, not renewed or the limits of coverage in any way reduced without at least thirty (30) day's advance written notice ten (10) days for non-payment of premium) sent by certified mail, return receipt requested to:

Remedy Medical Properties, Inc.  
800 West Madison St, Suite 400  
Chicago, IL 60607  
[nmccall@remedymed.com](mailto:nmccall@remedymed.com)