



**City of SeaTac
Parks, Community Programs and Services Department**

**INVITATION TO BID
For
POLICE SUBSTATION TENANT IMPROVEMENTS**

The City of SeaTac, Parks, Community Programs and Services, seeks to hire a contractor for **CONSTRUCTION** services for a tenant improvement for a Police substation within the Polaris Development in SeaTac, WA.

ALL COMMUNICATIONS WITH THE CITY concerning this "**Invitation to Bid**" should be directed to Brian Ruda, Facilities Manager at bruda@seatacwa.gov

Proposals in response to this "**Invitation to Bid**" will be accepted until 2 p.m., **February 17th**. Proposals received after the mentioned time and date will not be accepted.

There will be a voluntary "**site visit**" to the project location at **10 a.m., on Wednesday February 8th**, located within the Polaris Development at 15300 33rd Ave S., SeaTac, WA 98188.

The Parks, Community Programs and Services Department reserves the right to reject any part of or all bids, to waive any informalities in bids and to accept any item in a bid. The City will not necessarily be bound to accept the low bid.

All proposals shall be mailed or hand delivered to:

Brian Ruda
City of SeaTac
4800 S. 188th St.
SeaTac, WA 98188

Bid Proposals shall be in a sealed envelope marked: "**Bid – Police Substation Tenant Improvements**"

City of SeaTac
Parks Community Programs and Services Department

Contract Specifications
For
Police Substation Tenant Improvements

1. Intent

The intent of these specifications is to describe and cover all labor, equipment, materials, and services necessary to provide construction of tenant improvement for a Police Substation located within the Polaris Development at 15300 33rd Ave S., SeaTac, WA 98188

2. Project Description

A. The City of SeaTac will lease a commercial/retail space within the new Polaris Development to implement a new community-facing police substation. This office space will serve as additional office space for community police services and provide the community with a secure space to hold small community meetings to be facilitated by the police department for police related activities.

B. Construct tenant improvement for the office space of approximately 1,317 square feet located within ground floor commercial/retail space

3. General Design Build Scopes of Services

A. Pre-Construction Services

The Contractor shall participate in Pre-Construction Services that, in general, shall include but not be limited to the following:

- In conjunction with the Client, immediately identify the Project requirements
- Review lease agreement to identify performance standards
- Develop cost estimates for Scope of Work
- Obtain required permitting
- Meet with and obtain design approval from Lessor

Refer to **Attachment B** for **Concept of Suite Design**

B. Construction Services

The Contractor will furnish all labor, tools, specialized equipment, materials, and supervision to perform these services. The Contractor shall construct the work according to the construction documents and specifications within the scheduled time frame agreed to with the Client. The Construction services shall include but not be limited to the following:

- Office build-out (interior wall installation, doors and casings, etc.)
- Interior finishing (sheetrock, filling and insulation, painting, fixtures, flooring, etc.)
- Electrical installation (Panel, switches, lighting, wiring, etc.)
- Plumbing installation (water and sewage from Stub)
- Mechanical (Piping, ductwork, exhaust/intake, HVAC, etc.)

- Fire Protection Distribution (sprinklers, alarms, sensors, and detectors)
- Low Voltage Systems (phone, data, etc.)
- Security System Installation (Cameras, alarms, panic buttons, and key pads)
- Life Saving AED (Wall mount, re-use)
- Office Signage
- Cleanup

Please refer to **Attachment C for City Responsibilities for Tenant Improvement According to Lease Agreement**

4. Term of Contract

Work is expected to be completed no later than June 30th, 2023.

5. Safety

Contractor shall take all necessary precautions for the safety of employees and public on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes.

Employees of the contractor will be responsible to limit or temporarily suspend their maintenance activities when the public is near by the construction site

6. Wages

Contractor shall file a “Statement of Intent to Pay Prevailing Wages,” with the State of Washington Department of Labor & Industries prior to commencing the Contract work. Contractor shall pay prevailing wages in effect on the date the bid is accepted or executed by Contractor, and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. Use January 23rd, 2023 rates for Washington State, King County. A copy of the applicable wage rates is available for viewing in our office. A hard copy of the applicable wage rates will be mailed upon request.

Following is the URL to the Department of Labor & Industries prevailing wage rates pages.

<https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

On or before the date of commencement of the work, the Contractor shall file a statement with the City and with the Director of Labor and Industries certifying the rate of hourly wage paid and to be paid each classification of laborers, workmen or mechanics employed upon the work by the Contractor or any Subcontractor, which shall not be less than the prevailing rate of wage. Such statement and any subsequent statement shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries.

7. Nondiscrimination

Contractor will comply with all local, state and federal laws and regulations pertaining to equal employment opportunities.

8. Business License

Contractor will be required to obtain a valid City of SeaTac business license/endorsement.

9. Area of Work

Polaris Development at 15300 33rd Ave S., SeaTac, WA 98188 on the 1st floor.

Please refer to **Attachment A** for **Location of Premises**.

10. Hours of Operation

Construction shall be conducted in accordance with the terms listed in **Attachment C – City Responsibilities for Tenant Improvement According to Lease Agreement**.

11. Methods

Industry standards will be followed for the entirety of the project.

12. Submission Requirements

1. Proposal Form

Proposals shall be made on the Proposal Form issued by the City as part of these Contract Documents, without reservation or amendment.

2. Proposal Signature

All information requested on the “Proposal Form” shall be provided. If an individual makes the proposal, the name, signature, and address must be shown. If the proposal is made by a partnership, the name and address of the partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the title of the person authorized to sign on behalf of the corporation and the address. The City reserves the right to request documentation showing the authority of the individual signing the proposal to execute the contracts on behalf of anyone, or any corporations, other than himself/herself. Refusal to provide such information upon request may cause the proposal to be rejected as non-responsive.

3. Modification of Proposal

A modification of a proposal already received will be considered only if the modification is received prior to the deadline for bid acceptance. All modifications shall be made in writing, executed and submitted in the same form and manner as the original bid.

4. References

Proposals should include 3-5 references from the past 5 years.

13. Timeline

RFP Issued	Jan 23 rd , 2023
Voluntary Site Visit	Feb 8 th , 2023
Deadline for Written Questions (12:00pm local time)	Feb 10 th , 2023
Proposals due	Feb 17 th , 2023
Firms notified for interviews	Feb 27 th , 2023
Interviews	March 2023
Consultant selected applicants notified	March 2023
Execution of contract	April 1 st , 2023

14. Contractor Selection Considerations

The following criteria will be used to review the statement of qualifications to screen, rank and select of the successful firm:

- Contractor Experience
- Availability
- References

- Fee/Pricing Structure

The City reserves the right to reject any part of, or, all bids, to waive any informalities in bids and to accept any item in a bid. The City of SeaTac will not necessarily be bound to accept the low bid. While cost is important, other factors are also significant. Consequently, the City may select other than the lowest cost proposal. The objective is to choose the contractor capable of providing quality services that will help the City achieve the goals and objectives of the requested services within a reasonable budget. The City will select the bid of the most qualified bidder. Non-responsive bids will not be considered. The City reserves the right to negotiate any and all elements of a proposal.

15. General Terms and Conditions

The following terms and conditions apply to all proposals to provide services to City of SeaTac:

A. City of SeaTac expressly reserves the following rights:

- i. To reject any and/or all irregularities in the proposals submitted.
- ii. To reject any or all proposals or portions thereof.
- iii. To base awards with due regard to quality of services, experience, compliance with specifications, and other such factors as may be necessary in the circumstances.
- iv. To make the award to any vendor or combination of vendors whose proposal(s), in the opinion of the city, is in the best interest of the City.

B. In the event negotiations are not completed with the top-ranked contractor, negotiations may proceed with the next most qualified contractor(s).

C. All proposals must be submitted to the City of SeaTac, City Manager's Office by email to **bruda@seatacwa.gov**. The subject line should read "**RFP Response – Police Substation Tenant Improvements**".

D. Any proposal or modification received after the hour and date specified will not be accepted. Receipt time is deemed to be the email's receipt as logged by City's email system.

E. All documents, reports, proposals, submittals, working papers, or other materials prepared by the consultant pursuant to this proposal shall become the sole and exclusive property of the City, and the public domain, and not the property of the consultant. The consultant shall not copyright, or cause to be copyrighted, any portion of said items submitted to the City because of this solicitation.

16. Insurance

A. The Contractor shall procure and maintain insurance as outlined below for the duration of this Agreement. Any Commercial General Liability and Automobile Liability insurance policies obtained shall be underwritten by insurance companies which have an A.M. Best's rating of A VII or better, licensed to do business in the State of Washington. Liability

insurance policies shall specifically name the City, its elected or appointed officials, officers, employees, and volunteers as Primary-Non-Contributory Additional Insureds of said policies.

- B.** The Contractor shall not begin work under the Agreement until all required insurance has been obtained and until such insurances have been received by the City. The consultant shall file with the City a certificate of insurance evidencing that the policies are in force. The certificate shall be accompanied by policy endorsements as are necessary to comply with these requirements.
- C.** The General Aggregate provision of the Contractor's insurance policies shall be amended to show that the General Aggregate Limit of the policies applies separately to this contract.
- D.** Failure of the Contractor to fully comply with the requirements regarding insurance will be considered a material breach of contract and shall be cause for immediate termination of the contract.
- E.** Coverage shall be at least as broad and as with limits not less than the following, which may be satisfied through a combination of primary and umbrella or excess liability coverage:

COMMERCIAL GENERAL LIABILITY-Comprehensive Form

\$1,000,000 per occurrence liability /\$2,000,000 annual aggregate.

Coverage to include Premise and Operations Liability

Blanket Contractual

OCP for subcontractors' liability

Product and Completed Operations Liability

Stop Gap Liability-\$1,000,000/\$1,000,000/\$1,000,000

Primary-Non-Contributory Additional Insured coverage for the City et.al.

UMBRELLA/EXCESS LIABILITY

\$5,000,000 per occurrence liability

AUTOMOBILE LIABILITY

\$1,000,000 per accident bodily injury and property damage liability, including any owned, hired, or non-owned automobile.

WORKER'S COMPENSATION

Employees of Contractor and Subcontractors are to be insured under Washington State Industrial Insurance.

17. Addenda

If at any time the City changes, revises, deletes, clarifies, increases, or otherwise modifies the RFQ, the City will issue a written addendum to the RFQ and post on the City website. It is the Proposer's responsibility to check for addenda and other new documents online.

18. Title VI Statement

The City of SeaTac, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-

assisted programs of the Department of Transportation, issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined as 49 CFR part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

19. Accommodations For Persons With Disabilities

The City is committed to meeting the requirements of the Americans with Disabilities Act (ADA). To access this document in other formats please contact Brian Ruda at bruda@seatacwa.gov.

20. Language Access Accommodation Statement

The City is committed to ensuring equal access to this document. For Limited English Individuals who need language assistance, please contact Brian Ruda at bruda@seatacwa.gov.

PROPOSAL
for
City Hall Security and Capital Improvements

Proposals will be accepted until **2:00 p.m. on Friday, July 21, 2017**. Proposals shall be mailed or hand delivered to: Brian Ruda, SeaTac City Hall, 4800 S. 188th St., SeaTac, WA 98188. Bid proposals shall be in a sealed envelope marked: **“Bid –City Hall Security and Capital Improvements”**

Pursuant to and in compliance with your invitation for bids for the **City Hall Security and Capital Improvements**, Instructions to Bidders and other documents relating thereto, the undersigned has carefully examined the specifications and hereby proposes to furnish all labor and materials and to perform all work as required, in strict accordance with the contract documents and specifications, for the amount shown.

TOTAL _____ Dollars
(Written Bid Proposal)

TOTAL _____
(Numeric)

(Does not include WA State Sales Tax)

Signature of authorized official: _____

Official's Name (printed or typed): _____

Date: _____

Title: _____

Contact Information

Bidder/Company Name:

Address:

City/State/Zip:

Telephone:

Email:

**STATE OF WASHINGTON
NON-COLLUSION AFFIDAVIT
COUNTY OF KING
Police Substation Tenant Improvements**

_____, being first duly sworn, on his oath says that the bid submitted, is a genuine and not a sham of collusive bid, or made in the interest or on behalf of any person therein named; and he further says that the bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure an advantage over any other bidder or bidders.

CONTRACTOR

Subscribed and sworn to before me this ____ day of _____, 2023.

NOTARY PUBLIC in and for the State of Washington
residing at_____
My commission expires_____.

CONTRACT DOCUMENTS

INFORMATION ONLY

The following forms must be executed and submitted by the successful bidder within ten (10) calendar days following Notice of Award.

CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT OF STATUTORY RETAINED PERCENTAGE

Prepared in compliance with RCW 60.28.011

In accordance with RCW 60.28.011, the City of SeaTac will withhold five percent (5%) of money due the Contractor until the requirements described herein and under RCW 60.28.011 have been satisfied.

The moneys reserved under the provisions of this public improvement contract, at the option of the contractor, shall be:

Select

One:

(a) **Retained in a fund by the Contracting Agency.** No interest will be earned on the retained percentage amount under this election.

(b) **Deposited by the Contracting Agency in an interest-bearing account** at the FDIC insured bank currently providing contracted banking services to the City of SeaTac. Interest on such account shall be paid to the Contractor.

(c) **Placed in escrow with a bank or trust company by the Contracting Agency.** When the monies reserved are to be placed in escrow, the Contracting Agency will issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the Contracting Agency and the bonds and securities held in escrow.

The Contractor in choosing option (3) agrees to assume full responsibility to pay all costs which may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities.

I hereby designate as the depository for said funds. If Contractor fails to designate the depository, then the Contracting Agency will designate the bank currently providing contracted banking services to the City of SeaTac.

(d) **Contractor will submit Retainage Bond**

CONTRACTOR:

Signature: _____

Print or Type Name: _____

Title: _____

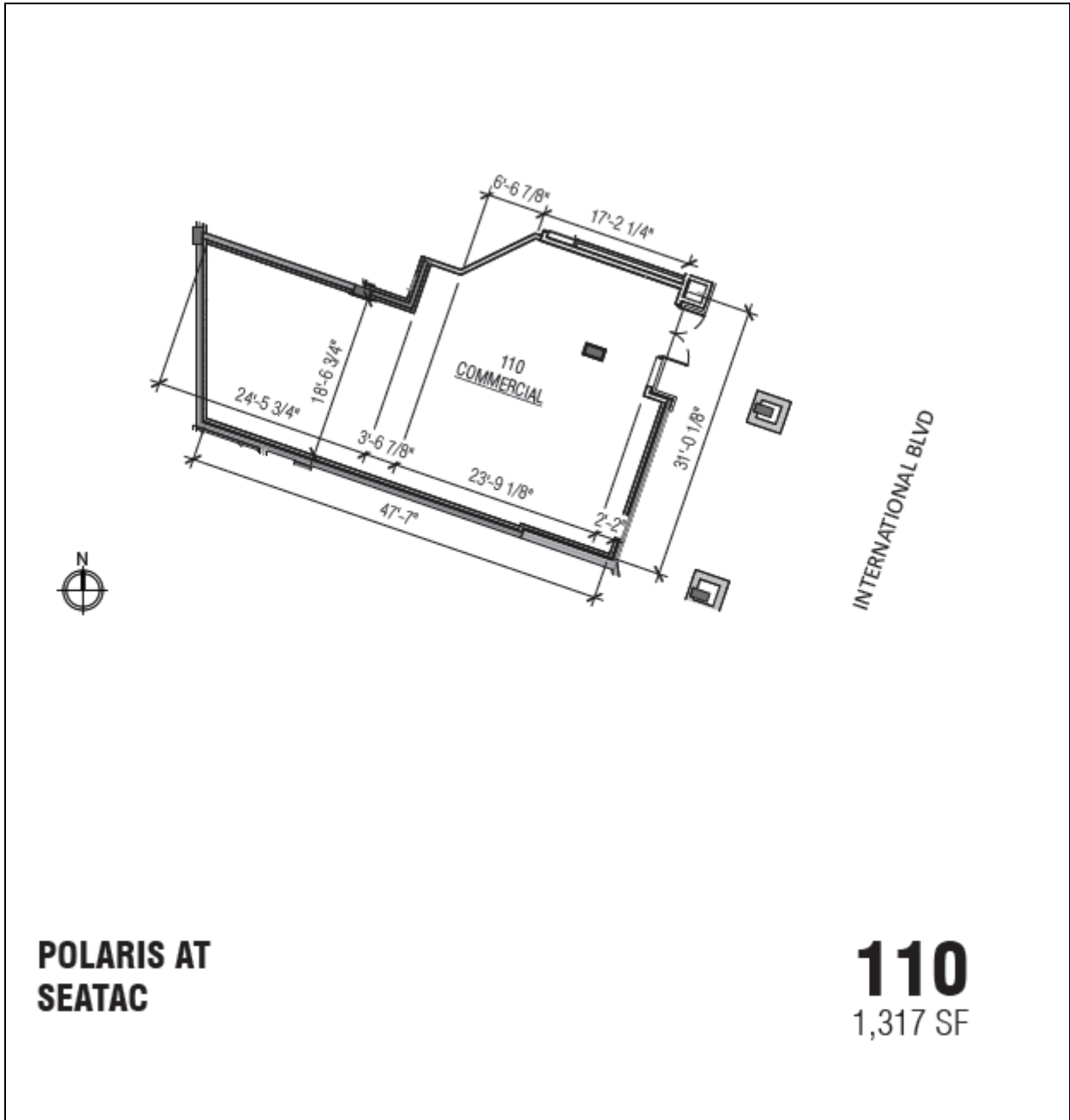
Date: _____

CITY OF SEATAC RETAINAGE RELEASE REQUIREMENTS
DOCUMENTS REQUIRED TO BE ON FILE WITH CONTRACTING AGENCY
PRIOR TO RELEASE OF RETAINAGE:

1. Intent to Pay Prevailing Wage (*Contractor generates*)
Department of Labor & Industries
Employment Standards Division
General Administration Building
Olympia, Washington 98504
(360) 956-5335
2. Notice of Completion of Public Works Contract (*Contracting Agency generates*)
Department of Revenue
Excise Tax Division
Olympia, Washington 98504
3. Affidavit of Wages Paid (*Contractor generates*)
Department of Labor & Industries
4. Certificate of Release, State Excise Tax by Public Works Contractor (*Letter from State*)
Department of Revenue
5. Contractor compliance with Industrial Insurance requirements (*Contracting Agency will verify status*)
Department of Labor & Industries
www.lni.wa.gov/ClaimsInsurance/RatePremium/CRUA
6. Receipt for Payment in full or Release of Lien signed by Lien Claimant for claims against retainage or Payment Bond filed with Contracting Agency by any such subcontractor, workman, or material supplier.
(*Responsibility of Contractor to obtain and file with Contracting Agency*)

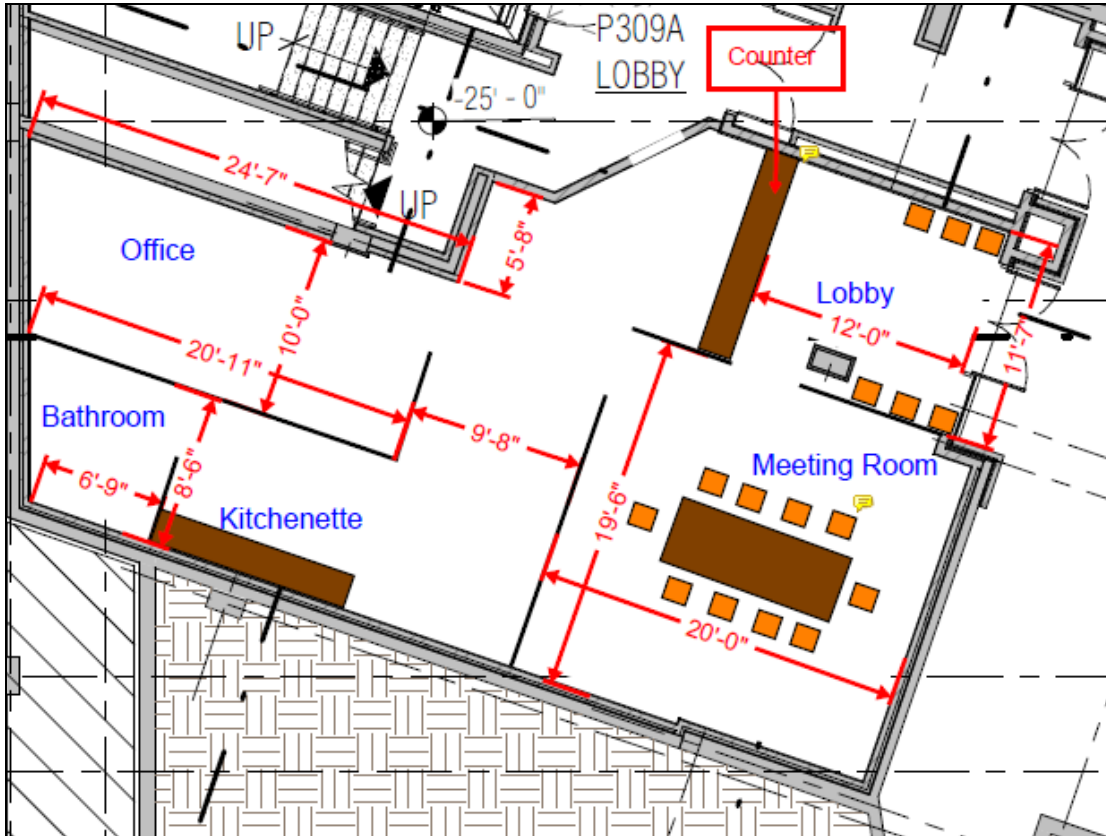
Attachment A

Location of Premises



Attachment B

Concept of Suite Design



Attachment C

City Responsibilities for Tenant Improvement According to Lease Agreement

Section 44: Lessor's Work. Lessor shall deliver the Premises in an "unfinished" condition by performing on the following work in compliance with all applicable federal, state and local laws and codes:

- A. Electrical:** Provisions have been made in the building's Main Distribution Panel for a 200 amp, 3-phase electrical service. Electrical panel shall be installed by the Lessee during the build-out of the space and located per Lessee's layout. Lessee to coordinate with Seattle City Light to provide for meter and account set-up of electricity. Stub locations and sizes are approximate and should be verified by Lessee. Conductors shall be provided by Lessee.
- B. Plumbing:** Water service and waste piping shall be provided to the Premises per the Plan Sheets attached as Exhibit D. Stub locations are approximate and should be verified by Lessee. Submeter to be provided by Lessor. Lessee to coordinate with Utility to provide account set-up.
- C. HVAC:** Location for a condenser unit in the parking garage level will be provided. Lessee shall be responsible for HVAC system including line sets to condensers and all exhaust and outside air intakes.
- D. Fire Protection:** Lessor to provide the Premises with sprinklers and piping roughed in as required by applicable codes. Lessee to complete the distribution required of the build-out.
- E. Cable TV, Phone, Data:** Lessor shall provide one (1) power conduit good for 200 amps, one (1) communication conduit, two (2) sleeves into adjacent garage, and four (4) provisional conduits to the roof. Size and location of conduits to be verified by Lessee. Lessee shall be responsible for cabling, terminations, account set-up and coordination with providers.

collectively the "Lessor's Work."

Exhibit E of Lease Agreement

1. LESSEE'S OBLIGATION. Lessee shall complete Lessee's Improvements, at Lessee's sole cost and expense. "Lessee's Improvements" consists of all work required to complete/build out the Premises and open the same for business for the Permitted Use in accordance with the Lease, including without limitation the work described in Section 5 of this Exhibit.

2. DESIGN APPROVAL. At Lessee's expense, Lessee agrees to submit to Lessor, one (1) set of full dimensioned 1/8-inch scale or larger preliminary drawings, plus specifications prepared by Lessee's architect or designer. Drawings shall indicate the specific requirements of Lessee's space showing clearly the storefront, interior partitions, colors, materials, trade fixture plans, lighting, electrical outlets, and any modifications to the existing structure. Lessee understands that Lessee is required at its own time and cost to: (a) secure all necessary permits to complete Lessee's Improvements; (b) confirm zoning code restrictions, if any; and (c) upgrade the Premises as required by governing authorities to conduct its business at the Premises. Lessor shall have ten (10) business days after receiving Lessee's plans to review Lessee's plans and specifications and notify Lessee of the matters, if any, in which said plans fail to conform to Lessor's construction requirements or otherwise fail to meet with Lessor's approval (which approval shall not be unreasonably withheld). Lessee shall cause said plans to be revised in such manner as to comply with Lessor's requirements within five (5) business days (or such reasonable additional time as may be necessary as agreed to by the parties) after Lessor's notice to Lessee and Lessee shall submit revised plans for Lessor's approval. This submission and review process shall continue until Lessor and Lessee have agreed upon Lessee's plans and specifications. When Lessor has approved Lessee's plans or revised plans, as the case may be, Lessor shall initial and return one (1) set of approved plans to Lessee showing the date of Lessor's approval and such plans shall be referred to herein as the "Approved Plans". If the permitting authorities require any changes to the Approved Plans, Lessee shall submit the same, within five (5) business days after receipt of such comments from the permitting authorities, to Lessor for Lessor's approval, in accordance with the procedure set forth in this Section. Once Lessee's plans have been formally approved by Lessor and the permitting authorities (such plans shall be referred to herein as the "Final Approved Plans"), Lessee shall deliver at least 1 complete set of the Final Approved Plans to Lessor.

Lessee shall submit construction drawings as follows:

1. Lessee's preliminary plans must include all components required by the City of SeaTac for Lessee to occupy the Premises.

2. Lessee, Lessee's architect and contractor shall meet with Lessor for review of plans on a mutually acceptable date for Lessor to approve the plans, which approval shall not be unreasonably withheld. Lessee may use the contractor and subcontractors of its own choosing. The general contractor and all subcontractors must be bonded, licensed and insured.

3. No construction work shall be started by Lessee prior to Lessor's approval of Lessee's preliminary and final construction plans as provided above.

Approvals must be obtained by Lessee for its work from the applicable building department and all other authorities having jurisdiction and Lessee must submit evidence of these approvals to Lessor before commencing work. Lessee shall be responsible for payment of all fees and charges incurred in obtaining said approvals and for obtaining a Certificate of Occupancy relating to the Lessee's Improvements prior to opening.

Lessor shall be entitled to withhold approval of any plans or specifications or the authorization for work to proceed until it has been furnished with reasonable evidence that Lessee has made suitable provision to pay the full cost of the work and to discharge any liens that may arise therefrom.

Lessee shall ensure that all the provisions and conditions contained or imposed in this Exhibit F are observed and performed by all designers, contractors and trades engaged by Lessee.

Lessee acknowledges that under no circumstances is work to take place in connection with the fire sprinkler system or the fire alarm system servicing the Premises or the Property without the prior notice and involvement of Lessor's building engineer, sprinkler contractor and fire alarm contractor. Prior to any work taking place in connection with the fire sprinkler system or the fire alarm system, the fire alarm system must be properly disarmed and when the work is concluded, properly rearmed.

Lessee shall be responsible for notifying and coordinating all shut downs of services to the Premises with the jurisdictions having authority, as required to complete the Lessee's Improvements. Lessee acknowledges and agrees that no such shut down of services shall be made without Lessor's consent following reasonable notification, so that any affected tenants can be notified and any impacts can be avoided and/or mitigated.

3. GENERAL REQUIREMENTS FOR LESSEE'S IMPROVEMENTS.

3.1. **Construction Meetings.** Prior to the start of construction, Lessee shall schedule a meeting with the Lessor, Lessee's contractor, and Lessee's mechanical and electrical subcontractors to review in detail the scope of work, schedule, building hours, contractor rules, contacts and other details for the work to proceed without disturbance to other Lessees. Thereafter, the same representatives shall meet as reasonably deemed necessary by Lessor to review progress.

3.2. **Standards.** All Lessee's Improvements required by Lessee to complete the Premises for occupancy shall be carried out with good workmanship and with new materials, which shall all be of a high quality and conforming to the best standards of practice, and shall not be in contravention of the governmental requirements of the municipality or any other authority having jurisdiction.

3.3. **Insurance.** Before commencing Lessee's Improvements, Lessee and Lessee's contractors shall furnish written proof to Lessor that liability, fire, and general workmen's compensation insurance as required under the Lease. Lessor shall be named as an additional insured in Lessee's and Lessee's contractors' insurance.

3.4. **Access.** Lessee and its contractors shall be entitled to have access to the Premises in order to execute Lessee's Improvements, subject to compliance with all reasonable rules, regulations and stipulations which Lessor may make from time to time. The rules, regulations and stipulations may include, but shall not be limited to, matters relating to:

- (i) The handling and storage of material and equipment;
- (ii) The hours of work and coordination of activity;
- (iii) The use of the facilities and utilities (which does not include use of restrooms outside of the Premises – Lessee shall be responsible for providing its own temporary toilets for construction use);
- (iv) The scheduling of work;

- (v) Any deliveries; and
- (vi) The clean-up of work and the disposition of refuse.

3.5. **Clean-up.** Lessee shall at all times keep the Premises and all other areas clear of all waste materials and refuse caused by itself, its suppliers, contractors or by their work. Lessee shall remove all waste materials and refuse directly from the Premises and the Property and shall be responsible for the disposal of such materials off-site. If impacting others, Lessor may require Lessee to clean-up on a daily basis, and shall be entitled to clean-up at Lessee's expense if Lessee fails to comply with Lessor's reasonable requirements in this respect. At the completion of Lessee's Improvements, Lessee shall leave the Premises clean and to the satisfaction of Lessor and shall remove all tools, equipment and surplus materials from the Premises and the Property and remove all waste material and refuse from the Premises and shall be responsible for the disposal of such materials off-site. The final clean-up shall include the cleaning of all lighting fixtures, millwork units, store fronts and space which may be affected by the work.

3.6. **Responsibility with Regard to Lessee's Improvements.** Lessor shall not in any way be responsible or liable with regard to any of Lessee's Improvements in the Premises and shall be reimbursed for any additional costs and expenses caused which may be occasioned to it by reason thereof, and for any damages due to delays which may be directly or indirectly caused thereby to Lessor or its contractor. Any damage caused by Lessee's contractor or subcontractors employed on Lessee's Improvements to the structure or the systems employed in the Property or to any property of Lessor, or of other Lessees shall be repaired by Lessor's contractor to the satisfaction of Lessor and Lessor may recover the costs incurred from Lessee.

3.7. **Security and Fire Extinguisher.** Lessee shall be entirely responsible for the security of the Premises during construction and Lessor shall not be liable for any loss or damage suffered by Lessee. Lessee shall maintain and keep on the Premises at all times during construction and the Term of the Lease suitable portable fire extinguishers as required by applicable code.

3.8. **Indemnification/Liens.** In accordance with the Lease and this Exhibit, Lessee shall indemnify, defend and hold harmless Lessor from and against any and all claims arising out of work done by Lessee or its contractors, and Lessee shall promptly cause to be removed any liens filed against title to the Premises or the Property, failing which, Lessor may do so and Lessee shall pay all Lessor's costs, including legal costs, as incurred by Lessor in so doing.

4. **NON-COMPLIANCE.** Unless there is an unavoidable cause for delay that is outside of the Lessee's control, if Lessee does not complete construction of the Lessee's Improvements within two hundred seventy (270) days, Lessor, in addition to and not in lieu of any other rights or remedies, shall have the right, following thirty (30) days' written notice and reasonable opportunity to cure, to declare and treat Lessee's noncompliance as an Event of Default and exercise any right available under the provisions of this Lease, including the right of termination. An unavoidable cause for delay would include an act of God, unavailability of vendor, unavailability of materials, severe weather, etc. In any event of termination pursuant to the above provision, Lessor may further elect either to:

- (a) retain for its own use, without payment therefor, all or any of Lessee's Improvements which has been commenced, installed or completed to the date of such termination; or
- (b) forthwith demolish or remove all or any work and restore the Premises to the condition in which the same were prior to the commencement, installation or completion of all of such of Lessee's Improvements as is so demolished or removed and recover the cost of so doing from Lessee.

5. PERFORMANCE OF LESSEE'S IMPROVEMENTS. Lessee will, at its expense and subject to the provisions of this Exhibit, provide, furnish and install within the Premises all finishings, fixtures, architectural, electrical, fire alarm, security, fire sprinkler, plumbing, heating, ventilation, air conditioning and mechanical work described herein to complete the construction of the Premises in accordance with the approved Lessee's plans and specifications and to equip the Premises ready for occupation including, but not limited to, the following:

5.1. **Signs.** Signage, including lighting thereof, in accordance with Lessor's design approval.

5.2. **Slab Penetrations.** Lessee is responsible for providing structural engineering for any proposed penetrations to the existing structure and/or added loads to the existing structure. All slab penetration locations and sizes must be reviewed and approved in writing by Lessor's or Lessor's structural engineer. Prior to seeking such approval, Lessee shall perform slab imaging as required to verify that post tension cables will not be affected by slab penetrations.

5.3. **Electrical Installation.** The total electrical installation to the Premises conforming to applicable codes, including buss bars, panels and breakers in the panel, connection of air-conditioning unit, lighting, outlets, emergency and exit lighting, electrical service to signs, and any modification to the distributed antenna system or emergency responder communication systems.

5.4. **Telephone Services.** All distribution and extensions of telephone conduit from the Building's telecom room to and within the Premises and all intercom, communication, burglar alarms, monitoring and signal systems required by Lessee.

5.5. **Plumbing.** All plumbing, piping, equipment, fixtures etc., to the specified Property standards established by the Architect required to extend and connect plumbing services from fixtures to point of connection provided by Lessor, including provision for hot water that may be required by Lessee.

5.6. **Mechanical.** Piping, ductwork, miscellaneous exhaust, HVAC thermostat, connection to the Building's Energy Management System, HVAC smoke detectors, heat pumps, materials, labor and equipment for the distribution of all mechanical services in the Premises.

5.7. **Sprinklers.** Modifications and relocation of sprinkler system layout to suit Lessee's requirements.

5.8. **Fire Protection.** Any fire alarm, fire alarm monitoring, fire prevention, safety and emergency equipment or lighting in and about the Premises, additional to that required by any authority having jurisdiction.

5.9. **Utilities.** Lessor is responsible for providing all equipment, materials and modifications required to ensure that water, gas and electricity for the Premises are separately metered.

5.10. **Interior Finishing.** All other work, interior finishes and installation, including, without limiting the generality thereof, ceilings, floor covering, installation of sheet rock and taping, filling and insulating of demising walls, painting, show window enclosures and display platforms, partitions, special wall and ceiling finishes, vertical and horizontal transportation equipment, trade fixtures and security vaults, and all requirements of licensing, health and other authorities having jurisdiction to the specified Property standards established by the Architect. Access panels shall be provided in ceilings where removable tile ceiling systems are not used for access to equipment which may be located above such ceilings.

6. SPECIFIC RESTRICTIONS. No suspended loads will be permitted from the underside of the structure slab without written approval by Lessor. Lessee will not be permitted to install openings, signs, store front and/or improvements in the exterior walls or interior demising partitions or bulkheads above the Premises for any purpose without the prior written approval of Lessor. Mounting of burglar alarms and signal systems on the exterior walls of the Premises or the Building requires Lessor's prior written consent. Individual antenna of any nature on, and all access to, the roof of the Building is prohibited.