



TENANT CONSTRUCTION REQUIREMENTS

The following is a list of items, which must be complied with by all TENANTS performing their own tenant improvements or remodeling of an existing lease space.

GENERAL REQUIREMENTS

1. Transfer two sets of construction drawings to Denali Commercial Management, Inc for approval, prior to beginning construction.
2. TENANT'S work shall be designed and constructed so as to not impede with the OWNER'S existing building systems (i.e. electrical, mechanical, plumbing, and sprinkler).
3. Submit a copy of the general CONTRACTOR'S license and Certificate of Insurance to Denali Commercial Management, Inc.
4. Submit the names of your proposed general and subcontractors for Denali Commercial Management's review and approval.
5. Obtain all necessary building permits from the Municipality of Anchorage and the State of Alaska, as applicable.
6. Deliver Certificate of Occupancy/Final Inspection Reports from the Municipality of Anchorage and the State of Alaska to the OWNER upon completion of construction and inspections.
7. To the fullest extent permitted by law, TENANT shall indemnify and hold harmless the OWNER, its agents and employees from all claims for loss or damage of any nature of or from the performance of the work.
8. If any mechanic's or material men's lien shall be recorded in connection with the project, TENANT shall, within thirty (30) days of the recording of such lien, cause the same to be removed. Nothing contained herein shall be construed to require any waiver of lien rights in violation of AS 34.35.117.
9. Denali Commercial Management, Inc./TENANT/OWNER are not responsible for CONTRACTOR'S damaged/missing tools, materials, etc. Denali Commercial Management, Inc. advises CONTRACTOR to take reasonable precautions in preventing any losses.
10. In the event of any strike, demonstration, picketing, or other similar labor unrest, OWNER shall have an option to terminate the written agreement between CONTRACTOR and OWNER. In such an event, OWNER shall pay to CONTRACTOR as compensation, a portion of the contract price, which fairly relates to the portion of the work completed.

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11. Roof penetrations may be performed only by **INDUSTRIAL, AMERICAN, FRONTIER or RAIN PROOF ROOFING**
12. TENANT is to provide Denali Commercial Management, Inc. with elevation drawings and specifications for all interior and exterior signage. Plans must be reviewed and approved prior to installation. All channelume signage must be U.L. listed.
13. The CONTRACTOR warrants that all employment matters, including but not be limited to, compensation, selection, benefits, transfers, layoffs, and return from layoff, will be administered without regard to race, color, religion, sex, national origin, age, the presence of a non-job related disability or whether an individual is a disabled veteran or a veteran of the Vietnam Era. All laws and regulations required in agreements of this character are hereby incorporated by this reference, including provisions of 38 US Code 2012, Executive Orders 11246, 11375, 11758, 11701, and 12086, as amended and any subsequent executive orders relating to equal opportunity for employment on government contracts.
14. Upon completion of project, TENANT is to deliver one complete record as-built set of the construction documents to the OWNER. This is to include: mechanical, electrical, and plumbing.
15. A TENANT with a tenant improvement allowance must submit applicable invoices and Certificate of Occupancy within 10 days of completion of improvements in order to collect any or all-allowable reimbursement.

INSURANCE REQUIREMENTS

1. The CONTRACTOR is to provide the OWNER with a certificate of insurance prior to commencement of construction. All insurance policies shall contain a provision that the coverages afforded thereunder shall not be cancelled or not renewed, nor restrictive modifications added, without at least thirty (30) calendar days' prior written notice has been given to the Certificate Holder. The certificate shall include items a-f as noted below.

a.	General Liability	
	General Aggregate	\$2,000,000
	Products/Completed Operations	\$1,000,000
	Personal/Advertising	\$1,000,000
	Each Occurrence	\$1,000,000
	Fire Damage	\$50,000
	Medical Expense	\$5,000
b.	Automobile	
	Combined Single Limit	\$1,000,000

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c. **Workers' Compensation**

Workers' Compensation	Statutory
EL - Each Accident	\$500,000
EL - Disease, Policy Limit	\$500,000
EL - Disease, each Employee	\$500,000

d. **Huffman Buildings A and B**, LLC and Denali Commercial Management, Inc. shall be added as an additional insured under the insurance (except Workers' Compensation).

e. Provide a Waiver of Subrogation provision on the Workers' Compensation.

f. Auto insurance should apply to owned, non-owned and hired auto exposure of the CONTRACTOR and subcontractors working on the project.

2. The CONTRACTOR is to provide the OWNER with a certificate of:

- a. Copy of Alaska Business License
- b. Copy of Municipal Contractor License
- c. Copy of General Contractor License

TECHNICAL SPECIFICATION

1. CONTRACTOR shall inspect and verify all existing conditions before construction. CONTRACTOR is to comply with all applicable building codes and municipal ordinances.
2. All installations to comply with all local and national codes. All work shall include completion of such details not mentioned or shown which are necessary for the successful operation of all systems shown.
3. Please note the following CONTRACTOR responsibilities pertaining to disruption:
4. "All tenant improvements shall be performed in such a manner as to reasonably minimize interference with the business activities and shall be isolated from occupied areas of the building at all times. In particular, visqueen shall be used so the construction dust and debris into common and occupied areas is minimized. At the end of each workday, common areas shall be thoroughly cleaned and restored to presentable condition. Walls shall be cleaned and the carpets shall be vacuumed. The common areas of the building shall not be used for material deliveries. The OWNER and tenants shall be advised 48 hours in advance of any utility disruptions. Utility disruptions shall be scheduled only between 7 p.m. and 6 a.m. Construction work which would impair all other tenant's ability to engage in their normal course of business, such as concrete and/or pipe cutting, shall be performed only during the hours of 7 p.m. and 6 a.m. Monday through Friday and 7 p.m. and 6 a.m. Saturday and Sunday."
5. All materials used in construction shall be "new" condition, unless otherwise approved by OWNER.

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6. Maintain premises and public properties free from accumulations of waste, debris, and rubbish, caused by operations.
7. At completion of work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials, and clean all sight exposed surfaces; leave project clean and ready for occupancy.
8. Maintain project in accordance with all applicable fire, health/safety and insurance standards.
9. OWNER must approve all storefront modifications, colors, etc. prior to fabrication and/or installation.
10. All firewalls constructed to the deck above, must have fire dampers to allow return air back to the return airshafts. Sizes to be determined by a Mechanical Engineer.
11. All cutting and/or penetrations made through vertical or horizontal surfaces for architectural, plumbing, HVAC, or electrical purposes must be reviewed for possible conflict with a structural slab, load bearing wall, etc. If a cut is made without this review and the tenant did not consult a Structural Engineer and/or the OWNER was not advised, all cost for repair, investigation, engineering, etc. will be reimbursed by the TENANT to the OWNER.
12. The concrete floor slab is a structural slab and absolutely no cuts are to be made without OWNER'S knowledge and approval by a Structural Engineer (building specific.)
13. New exit signs shall be manufactured by Hubble. The signs shall be Freedom Series, battery provided; single or double faced depending on the application.
14. All lighting circuitry shall be separated from all other electrical requirements.
15. TENANT is responsible for clearly labeling/identifying all dedicated breakers and outlets.
16. In the event of "existing" conduit runs are used, the TENANT shall first trace the point of origin and the demand load to verify additional loading will not affect the current use.
17. All new thermostats to be Honeywell T-7300.
18. All new gypsum board walls to have a smooth non-textured finish.
19. All new partitions are to be a minimum of 3 5/8" metal studs with 5/8" Type "X" gypsum wallboard at each side with smooth finish ready for paint.
20. All doors to be 30 x 70 solid core oak doors with hollow metal frames, unless otherwise approved by OWNER. All wood doors to have clear finish. All latching hardware and hinges to

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be building standard, with finish to match existing. Door hardware shall include the following as applicable:

- a) hinges
- b) wall and floor stops
- c) closures
- d) smoke gaskets
- e) privacy/entrance/office locks and latches

21. At the building OWNER'S request, no penetrations in the HVAC units will be accepted. All service lines (electrical and/or mechanical) shall be through the roof with appropriate roof jacks, and or pitch packets. In the event of relation of an existing unit, any existing penetrations in the bottom of the unit shall be sealed watertight.
22. All electrical work to be performed by a licensed electrical CONTRACTOR that is bonded by the State of Alaska and the Municipality of Anchorage. All work shall comply with all codes and ordinances of the Municipality of Anchorage and requirements of the State of Alaska. CONTRACTOR is to provide the "as-builts" drawings for OWNER'S records upon completion.
23. All mechanical work to be performed by a licensed mechanical CONTRACTOR that is bonded by the State of Alaska and the Municipality of Anchorage. All work shall comply with all codes and ordinances of the Municipality of Anchorage and requirements of the State of Alaska. CONTRACTOR is to provide the "as-builts" drawings for OWNER'S records upon completion.
24. All sprinkler work to be performed by a duly qualified fire protection CONTRACTOR that is licensed by the State of Alaska and bonded by the Municipality of Anchorage and who is regularly engaged in the installation of automatic fire sprinkler systems and other fire protection equipment.
25. Plans will be reviewed for compliance with OWNER'S construction requirements as well as building code and life safety requirements. Inspections will be conducted weekly at a minimum, additional inspections will be conducted as required or requested based on work being preformed. A final inspection will also be done when all work is completed and a punch list will be written if necessary. If a punch list is written, additional inspections will be preformed in order to make sure that all work is completed and acceptable to the landlord. TENANT will be responsible for all costs incurred for staff salaries for plan reviews, travel, equipment, supplies, contracts, and general program management by Denali Commercial Management, Inc. Typical cost expenditures for staff time can include, but are not limited to: performing plan reviews; drafting approval letters; attending site meetings; offering technical assistance via phone; and doing site visits or inspections.
26. TENANT will be responsible for all costs incurred for signage review, and approval by Denali Commercial Management, Inc. Signs will be reviewed for compliance with the OWNER'S signage criteria.

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27. CONTRACTOR must provide Denali Commercial Management, Inc. with a one-hour response emergency phone/beeper number.

This agreement shall not be in effect unless and until it is actually executed by both the OWNER and the TENANT.

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SAMPLE

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TENANT CONSTRUCTION REQUIREMENTS

Please notify your assent to the foregoing by executing a copy of this letter agreement and returning it to our office.

Denali Commercial Management, Inc.
4000 West Dimond Blvd., Suite 240
Anchorage, Alaska 99502

AGREE TO THE FOREGOING THIS _____ DAY OF _____ 2003.

TENANT

CONTRACTOR

TITLE

NAME OF BUSINESS

24-hour phone _____

DCM TI DEPARTMENT (Agent for Owner)

CGP LEASING DEPARTMENT

DATE

DATE