



COLORADO HOUSING AND FINANCE AUTHORITY

REQUEST FOR PROPOSAL (RFP)

COLORADO HOUSING AND FINANCE AUTHORITY
1981 BLAKE STREET
DENVER, CO 80202

General Contractor – Preconstruction and Construction Services

POSTED: April 9, 2026

PROPOSALS DUE: April 28, 2026 at 4:00 PM MT

Colorado Housing and Finance Authority (CHFA) is a body corporate and political subdivision of the State of Colorado, established by the Colorado General Assembly for the purpose of increasing the supply of decent, safe, and sanitary housing for low- and moderate-income families; and to promote sound economic development by supporting business enterprises. CHFA strongly values diversity, equity, and inclusion among our customers, employees, vendors, and partners. With respect to its programs, services, activities, and employment practices, Colorado Housing and Finance Authority does not discriminate on the basis of race, color, religion, sex (including gender, gender identity, sexual orientation, and sexual harassment), age, national origin, disability, or any other protected classification under federal, state, or local law. More information on CHFA may be found on the CHFA website, www.chfainfo.com.

Background and Information

CHFA is relocating its Denver Office from 1981 Blake Street in Denver, Colorado, to 1900 Lawrence Street. The relocation aligns with CHFA's long-term strategic planning efforts, including the planned disposition of the Blake Street asset and repositioning the organization for future operational needs.

Their new office will occupy approximately 29,774 square feet of first-generation office space within an existing building at 1900 Lawrence Street. The project consists of a full interior renovation and build-out of the 17th floor. The design is currently in early development. Contractors shall review all Exhibits, Attachments, and draft contracts included in this package and incorporate all applicable requirements into their preconstruction planning, pricing assumptions, and construction execution.

- Exhibit D - Rules
- Exhibit E - Base Building Turnover Condition
- Exhibit H - Insurance
- Exhibit N - LEED Requirements
- Attachment 1 – Contractor Cooperation Standards
- Attachment 2 – Construction Rules and Regulations
- AIA A133-2019, as modified by the Owner – [CLICK HERE FOR THE A133 LINK](#)
- AIA A201-2017, as modified by the Owner – [CLICK HERE FOR THE A201 LINK](#)



Oz Architecture has been engaged as Architect of Record, and Cadence Project Management has been retained to serve as Owner's Representative.

The selected General Contractor will provide preconstruction services and may be engaged to provide full construction services, subject to successful completion of preconstruction and agreement on a Guaranteed Maximum Price (GMP). The project will be constructed in a single phase, with anticipated completion in Quarter 1 of 2027, as outlined in the preliminary project schedule. The preliminary schedule is subject to refinement during preconstruction; however, substantial completion in Q1 2027 is a material objective of the Owner.

The construction budget will be validated during preconstruction. During preconstruction, the Contractor will be expected to provide detailed cost estimates, schedule development, constructability review, and value engineering recommendations to support budget alignment and design progression.

While CHFA intends to follow sustainability best practices, the project will not pursue formal LEED certification. Refer to Lease **Exhibit N** – LEED Requirements for sustainability expectations applicable to the project.

The design narrative included with this RFP is conceptual and provided for proposal and budgeting purposes only. The selected General Contractor will be expected to collaborate with the Owner and Design Team during pre-construction to further develop and refine the design. Proposers shall base their preconstruction fee and preliminary budgeting approach on the information provided, but acknowledge that scope refinement is anticipated.

Design Narrative

The project will create a modern workplace environment designed to support a hybrid work model that balances individual work, collaboration, and staff amenities. The design intent is to develop an efficient, flexible office layout that supports a range of work styles while creating a welcoming and professional environment for staff and visitors. The design will take advantage of opportunities for natural light and will incorporate access to an exterior patio.

Workplace Environment

The office will consist primarily of open office workspace organized to support collaboration while maintaining visual openness across the floorplate. Work areas may include a combination of assigned workstations, flexible work areas, and touchdown spaces to support staff who work in the office on varying schedules. Private offices will be provided to support leadership roles and functions that require additional privacy.

Meeting and Collaboration

A variety of meeting spaces will be incorporated throughout the office to support collaboration. These will include conference rooms, smaller focus or phone rooms, and flexible meeting spaces.

Elevator Lobby, Reception and Visitor Experience

The elevator lobby is a first-generation space and will require design and full buildout. A reception area will serve as the primary point of arrival for visitors entering the tenant space from the elevator lobby. The reception area will provide space for guest check-in and waiting and will connect to nearby meeting spaces intended for external meetings. The design goal is to create a welcoming and professional entry experience. A custom reception desk and an upgraded accent wall are anticipated.



Employee Amenities

The workplace will include several staff amenity spaces intended to support employee well-being and encourage informal interaction. These amenities are anticipated to include a staff break area, coffee and refreshment areas, and other shared spaces for employees. Additional support spaces, such as storage areas and workrooms, will be incorporated into the final design.

Additional support spaces, such as wellness rooms and restrooms, have been built out by the landlord.

Operational Support Spaces

Operational spaces will be included to support daily office functions. These may include areas dedicated to information technology support, marketing workroom, file storage, print and copy areas, mail handling, and other administrative support functions.

These spaces are typically located closer to the building core, allowing the perimeter areas to be used for primary workspace and meeting areas.

Circulation and Organization

The workplace layout will be organized to support clear and intuitive circulation throughout the space. Circulation paths will connect work areas, meeting rooms, and amenity spaces while maintaining efficient access to the building core and elevator lobby.

The overall design will prioritize ease of movement, clear wayfinding, and logical adjacencies between workspaces and support areas.

Construction Scope Overview

The project is anticipated to consist of a full tenant improvement build-out, including construction of new interior partitions, installation of glazing systems, mechanical and electrical distribution, lighting and controls, plumbing work, interior finishes, millwork, technology infrastructure, and integration with base building systems.

The project will be constructed within an occupied office building and will require coordination with building management and adherence to building construction requirements.

Project Delivery Approach

The Project will be delivered under a Cost of the Work Plus a Fee contract with a Guaranteed Maximum Price (GMP) consistent with AIA A133-2019, as modified by the Owner. The GMP shall include all costs of the Work, the Construction Manager's fee, general conditions, and a contractor contingency. Use of the contractor contingency shall be subject to Owner review and approval and shall be limited to costs properly includable as Cost of the Work under the Contract Documents. Unused contingency shall be returned to the Owner.

The selected Contractor will provide preconstruction services from award through Owner approval of a GMP. Execution of a construction contract is contingent upon successful completion of preconstruction and agreement on the GMP.



Open-Book Expectations - CHFA intends to utilize an open-book pricing model. The selected Contractor shall:

- Maintain complete and accurate cost records and provide full transparency of all project costs in accordance with the accounting requirements of the Contract Documents, including AIA A133
- The Owner shall have the right to review and audit all project-related records.
- Provide subcontractor bids and leveling documentation
- Provide full backup for pricing
- Collaborate on cost control strategies
- Participate in buyout planning
- At the appropriate level of design, the GC shall:
 - Bid the project competitively
 - Solicit multiple qualified subcontractors
 - Provide a detailed Schedule of Values
 - Identify alternates and allowances as required

Scope of Services

The selected General Contractor (“Contractor”) shall provide all services necessary to successfully deliver the Project in accordance with the Contract Documents, including preconstruction services and, if authorized by the Owner, construction services under a Cost of the Work Plus a Fee contract with a Guaranteed Maximum Price (GMP).

Preconstruction Services

During the preconstruction phase, the Contractor shall provide professional services, including, but not limited to, the following:

- Preparation of conceptual, schematic design, and design development cost estimates
- Reconciliation of estimates with the design team at each design milestone
- Ongoing budget monitoring and cost forecasting
- Identification of value engineering opportunities and cost-saving alternatives
- Constructability reviews of drawings and specifications
- Development and maintenance of a detailed project schedule
- Identification of long-lead materials and procurement strategies
- Engagement of key subcontractors and trade partners as appropriate to inform pricing
- Input regarding permitting strategy and sequencing
- Participation in regular design coordination meetings
- Preparation of written cost and schedule updates at intervals requested by the Owner

The Contractor shall collaborate with the Owner, Owner’s Representative, and Architect to maintain alignment between scope, schedule, and budget throughout the preconstruction phase.

The Contractor acknowledges that preconstruction services are provided without guarantee of a Guaranteed Maximum Price. The Owner reserves the right to terminate preconstruction services if an acceptable GMP is not achieved.



Construction Services

Upon execution of a construction agreement and approval of the GMP, the Contractor shall provide all construction services necessary to complete the Work in a timely, safe, and professional manner. The selected Contractor shall comply with **Exhibit D** – Rules, **Attachment 1** - Contractor Cooperation Standards, and **Attachment 2** – Construction Rules and Regulations. These requirements govern site access, hoisting, safety, permitting documentation, insurance certificates, subcontractor listings, and coordination protocols.

Project Management & Administration

- Overall management of the Work
- Coordination with Owner, Owner’s Representative, Architect, and building management
- Conduct regular progress meetings
- Provide monthly reporting on cost, schedule, and risk

Cost Control & GMP Management

- Develop the GMP in a manner consistent with the Cost of the Work as defined in AIA A133, clearly identifying general conditions, allowances, contingencies, and exclusions.
- Maintain the GMP
- Provide open-book accounting and cost transparency
- Solicit and level competitive subcontractor bids
- Manage buyout and subcontract execution
- Review, price, and administer change orders in accordance with the requirements of the Contract Documents, including AIA A201–2017.
- Track and report contingency usage

Schedule Management

- Develop and maintain the Project schedule and coordinate the Work in accordance with the requirements of AIA A201–2017
- Coordinate sequencing of trades and phasing of work
- Identify and mitigate schedule risks
- Provide regular look-ahead schedules
- Contractor shall achieve Substantial Completion in accordance with the Project schedule
- Contract Documents will define milestone requirements and any associated remedies for delay, if applicable.

Site Supervision & Safety

- Contractor shall be solely responsible for site safety and for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work in accordance with AIA A201–2017
- Provide qualified full-time on-site supervision
- Implement and enforce site safety protocols
- Maintain site logistics, access, and housekeeping



Quality Control

- Implement quality control procedures
- Review submittals and shop drawings for coordination. Contractor shall be responsible for quality control of the Work; however, the Architect's review of submittals and inspections shall not relieve the Contractor of responsibility for compliance with the Contract Documents
- Inspect Work for compliance with Contract Documents
- Manage punch list and corrective work

Permitting & Compliance

- Contractor shall be responsible for obtaining and coordinating the required permits
- Coordinate inspections
- Ensure compliance with applicable codes and jurisdictional requirements

Sustainability and LEED Compliance Requirements

- The Project shall be constructed in compliance with Base Building LEED v4 Requirements attached as **Exhibit N**. Contractor shall incorporate these standards into preconstruction budgeting, value engineering analysis, and construction execution.

Closeout & Warranty

- Provide as-builts documentation
- Deliver O&M manuals and warranties
- Coordinate final inspections and turnover
- Administer warranty obligations in accordance with the Contract

The Contractor shall perform all services in a professional and workmanlike manner consistent with industry standards for projects of similar size and complexity.

Proposal Requirements

Proposals shall be organized in the order listed below and include clear, concise responses. CHFA reserves the right to request additional information or clarification as part of its evaluation process.

Firm Information & Qualifications

Provide the following:

- Company overview, including years in business and areas of expertise
- Relevant experience with comparable interior renovation projects of similar size and complexity
- Experience providing preconstruction services under a Cost of the Work plus Fee with GMP delivery model
- Demonstrate success delivering projects on schedule and within budget
- Minimum of three (3) project references
- Confirmation of a valid and current Colorado Contractor's License
- Confirmation of familiarity with the City and County of Denver permitting process



- Legal & Safety Disclosure
 - Disclosure of any litigation, arbitration, or claims within the past five (5) years
 - Safety record for the past three (3) years, including EMR

Proposed Project Team

Provide:

- Identification of key personnel, including Project Manager, Superintendent, and Estimator
- Roles and responsibilities
- Relevant project experience
- Current workload and availability

Preconstruction Services Approach

Describe your firm's approach to preconstruction services, including:

- Estimating methodology
- Cost control and budget reconciliation process
- Value engineering process
- Constructability review procedures
- Long-lead identification and procurement strategy
- Schedule development and milestone planning
- Communication processes and tools
- Approach to subcontractor engagement during design
- Anticipated deliverables and reporting frequency

Include a description of anticipated deliverables and frequency of cost and schedule updates.

Construction Services Approach - Describe your approach to:

- GMP development and management
- Open-book accounting and cost transparency
- Subcontractor bidding and leveling
- Change management
- Schedule control and risk mitigation
- Site supervision and safety management
- Quality control procedures
- Coordination with building management and authorities having jurisdiction
- Project closeout and warranty administration

Pricing Proposal - Provide the following:

- Preconstruction Fee
 - Lump sum or not-to-exceed amount
 - Assumptions



- Duration covered
- Staffing plan
- Construction Fee
 - Proposed fee expressed as a percentage of the Cost of the Work
 - Clarify inclusions and exclusions
- General Conditions - Provide a detailed General Conditions estimate, including:
 - Assumed project duration
 - Staffing plan (PM, Superintendent, PE, etc.)
 - Site logistics and access
 - Temporary utilities
 - Safety
 - Cleanup
 - Permits and fees (if applicable)

Clearly identify assumptions related to schedule and phasing. Refer to the attached preliminary schedule.

- Self-Performed Work - Identify any anticipated self-performed trades and describe how pricing will be established and verified.

Sustainability & DEI – Provide the following:

- Description of the firm’s sustainability philosophy and practices
- Description of diversity, equity, and inclusion philosophy, policies, and/or practices
- Approach to engaging diverse subcontractors and suppliers
- Describe how sustainability considerations are integrated into estimating, procurement, and material selection.

Insurance & Bonding - Provide:

- Contractor shall provide insurance and bonds in accordance with the requirements set forth in the Contract Documents and consistent with requirements set forth in **Exhibit H**
- Contractor shall demonstrate the ability to provide 100% Performance and Payment Bonds for the full value of the construction contract. A letter from a surety licensed in the State of Colorado confirming bonding capacity shall be included with the proposal.

Proposal Submission Instructions

Submit questions and proposals electronically to: Tracy@cadencepm.co and Cathy@cadencepm.co

Subject line: **“Preconstruction GC Proposal – CHFA”**

The technical portion of the proposal shall not exceed 15 pages, excluding cover, table of contents, resumes, and required forms. Concise responses are encouraged.



Submission Timeline and Requirements

- RFP Posted: April 9, 2026
- Site Walk: Please contact Tracy Lopez at Tracy@cadencepm.co
- Questions DUE: April 16, 2026 by 4:00 PM MT
- Q&A Posted to CHFA Website: April 17, 2026
- **Proposals DUE: April 28, 2026 by 4:00 PM MT**
- Interviews: May 27 and/or May 28, 2026
- Anticipated Award: May 29, 2026

Evaluation Criteria

Selection will be based on:

- Preconstruction approach
- Relevant experience
- Proposed Project Team
- Construction Pricing Approach
- Fee and General Conditions
- Schedule and Risk Management
- Sustainability & DEI
- Interview (Interviews will be conducted with shortlisted firms only.)

Contract Terms

- The selected Contractor will be required to enter into an agreement based on AIA A133–2019 and AIA A201–2017, as modified by the Owner. Draft contract documents are included in this RFP package.
- CHFA reserves the right to terminate preconstruction services for convenience in accordance with the Contract Documents.
- Transition to construction services shall be subject to execution of a mutually agreed-upon contract and approval of a Guaranteed Maximum Price.
- The Contractor shall perform all services in a professional and workmanlike manner consistent with industry standards for comparable projects of similar size, scope, and complexity. The Contractor shall be responsible for the means, methods, techniques, sequences, and procedures of construction and for coordinating all portions of the Work under the Contract.
- Selection of a GC for preconstruction does not guarantee the award of the construction contract
- Respondent shall demonstrate bonding capacity sufficient to provide 100% Performance and Payment Bonds for the anticipated construction value. A letter from the surety confirming bonding capacity shall be included in the proposal.
- Dispute resolution shall be in accordance with the Contract Documents. The Owner intends to utilize litigation in a court of competent jurisdiction as the method of binding dispute resolution.

Conditions

- Contract form anticipated: AIA A133–2019 - Standard Form of Agreement Between Owner and Construction Manager as Constructor (Cost of the Work Plus a Fee with GMP) paired with AIA A201–2017 (General Conditions)



Requests for Additional Information

Requests for additional information and/or questions and requests for clarification may be sent, via email, to Tracy@cadencepm.co and Cathy@cadencepm.co. All such communications must be received by the date and time noted in the submission timeline and requirements section of this RFP. All questions and responses will be posted in the Requests for Proposal section of [CHFA's website](http://www.chfainfo.com/Pages/rfps.aspx), www.chfainfo.com/Pages/rfps.aspx.

Clarifications

1. CHFA and the selected vendor will enter into a contract describing the terms and conditions of the services to be performed, including vendor compensation.
2. All submitted proposals become the sole and exclusive property of CHFA.
3. As a political subdivision of the State of Colorado, CHFA is subject to the Colorado Open Records Act (CORA) C.R.S. §§ 24-72-201, et seq., which requires CHFA to permit inspection and copying of certain public records. Responders to this RFP (each a "Respondent") acknowledge and agree that, notwithstanding anything contained therein or in any transmittal, all documents submitted to CHFA pursuant to this RFP are not considered confidential or proprietary in any way and may be subject to inspection by the public. By submitting a proposal, Respondents expressly authorize CHFA to disclose such proposals and any related information at CHFA's sole discretion. Respondents should not include any information deemed privileged or confidential in their responses.
4. Additional information that is reasonably necessary for CHFA to fairly and comprehensively evaluate proposals may be enclosed with a proposal, as long as such information clarifies or substantiates written responses.
5. During the evaluation and decision process, CHFA may request additional information or clarifications from responders. At its discretion, CHFA may request certain responders to make oral presentations.
6. CHFA shall not be liable for any expenses, including travel expenses related to preparation of the proposal, any due diligence by the responder and/or CHFA, and the contract negotiation process.
7. CHFA reserves the right to reject any or all proposals after reviewing all responses to this RFP. CHFA is not required by law to conduct this RFP and reserves the right to cancel or withdraw this RFP at any time and for any reason.
8. CHFA is committed to diversity and inclusion with its suppliers to meet the growing needs of its customer base. CHFA staff understand that the purchasing decisions that we, and our vendors make, can impact the community we serve through People, Planet, Purpose, and Price. The four-"P" (4P) procurement standards are embedded in our vendor diversity standards to ensure we are reducing the environmental impact of our purchasing decisions and expanding our diversity outreach, while maximizing the purchasing value of our funds.
9. This RFP and the resulting contract shall be governed by the laws of the State of Colorado and venues for any actions shall lie exclusively in Denver, Colorado. By submitting a response to this RFP, Respondent irrevocably submits to the exclusive personal jurisdiction of the courts located in the City and County of Denver.



1981 Blake Street
Denver, Colorado 80202
800.877.chfa (2432)
www.chfainfo.com

348 Main Street
Grand Junction, CO 81501
970.241.2341

chfa request for proposal

10. Written approval from CHFA must be obtained for any media releases regarding an award of the contract by CHFA.

11. By submitting a proposal, Respondent agrees to waive any claim(s) it has or may have against CHFA and/or any of the current or former CHFA directors, officers, board members, employees, or agents arising out of or in connection with (1) the administration, evaluation, or recommendation of any proposal (2) waiver of any requirement under this RFP, (3) acceptance or rejection of any proposal, and (4) award of the contract.



CHFA PRELIMINARY RELOCATION SCHEDULE

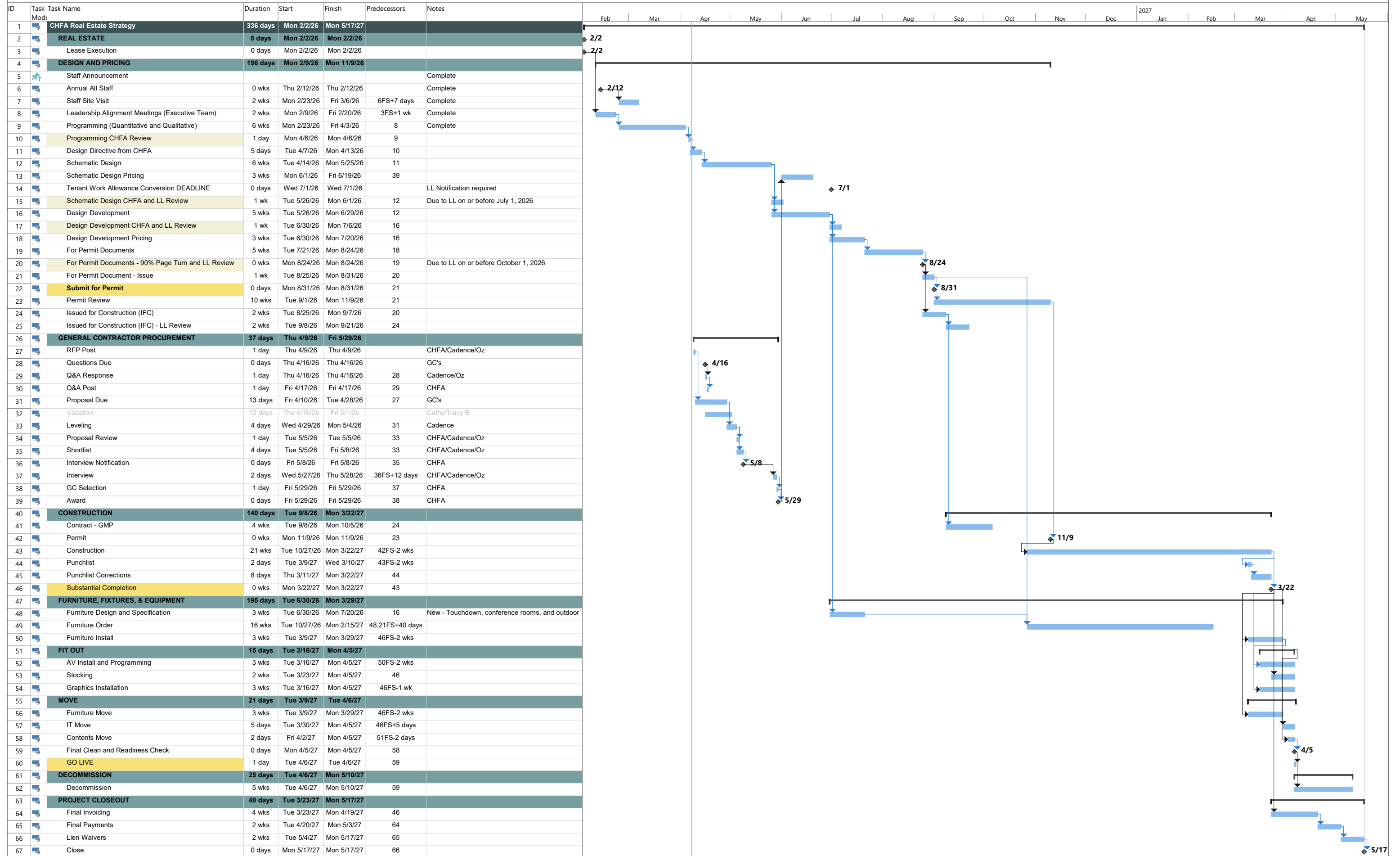


EXHIBIT D

RULES

1. Except as provided in the Lease (including Article 36 thereof), no sign, lettering, picture (excluding art-work within the Premises), notice or advertisement shall be placed on any outside window or in a position to be visible from outside the Premises, and if visible from the outside or public corridors within the Building, shall be installed in such manner and be of such character and style as Landlord shall approve in writing, which approval may be given or withheld by Landlord in its sole discretion.
2. Except in connection with the performance of the Tenant Work and/or Alteration Work in compliance with Article 7 of the Lease or the Work Letter (as applicable), no article which is explosive or inherently dangerous is allowed in the Building.
3. Sidewalks, entrances, passages, courts, corridors, halls, elevators and stairways in and about the Common Areas shall not be obstructed.
4. No animals (except for dogs in the company of a blind person, other service animals in the company of a disabled person, so long as such animals do not in Landlord's reasonable judgment threaten or disturb any of the employees or invitees in the Building or create any risk of damage to the Building or its finishes or furnishings), pets, bicycles, scooters, or other vehicles (except for wheelchairs or other devices for use by disabled persons) shall be brought or permitted to be in the Building or the Premises (including the park areas adjacent to the Building), except that bicycles may be stored in the designated Bicycle Parking Area.
5. Room-to-room canvasses to solicit business from other tenants or occupants of the Building are not permitted; Tenant shall not advertise the business, profession or activities of Tenant conducted in the Building in any manner which violates any code of ethics by any recognized association or organization pertaining to such business, profession or activities of which Tenant is a member.
6. Tenant shall not intentionally waste electricity, water or air-conditioning and shall cooperate reasonably with Landlord to assure the most effective and efficient operation of the Building's heating and air-conditioning systems so long as the same does not materially affect Tenant's ability to operate its business in the Premises.
7. No locks or similar devices shall be attached to any door into or within the Premises unless Landlord is provided a key to all such locks.
8. Except during Tenant's normal business hours, Tenant shall keep all doors to the Premises locked and other means of entry to the Premises closed and secured. All corridor doors shall remain closed at all times, except when being used to provide ingress to or egress from the Premises.
9. To the extent permitted by Laws, Tenant shall not cause picketing at the Building, and Tenant shall not cause other disruptive uses of the Common Areas which would interfere in any material respect with the business of Landlord or any other tenant or occupant of the Building, or distribution of written materials involving its employees in or about the Building, except in those locations and subject to time and other limitations as to which Landlord may give prior written consent, which consent shall not be unreasonably withheld.

10. Except as hereinafter provided, Tenant shall not cook, otherwise prepare or sell any food or beverages in or from the Premises or use the Premises for housing accommodations or lodging or sleeping purposes; provided that Tenant may install, maintain and operate vending machines, coffee/beverage stations, food warming equipment, food cooking facilities and eating facilities for the benefit of its partners, principals, employees, agents, and guests, provided the same are maintained in compliance with applicable Laws and do not unreasonably disturb other tenants or occupants of the Building with refuse or pests.
11. Except in connection with the performance of Tenant Work and/or Alteration Work in compliance with the terms of the Work Letter or Article 7 of the Lease (as applicable): (i) Tenant shall not permit the use of any apparatus in the Premises for sound production or transmission in such manner that the sound so transmitted or produced shall be audible or vibrations therefrom shall be detectable beyond the Premises (except to a de minimis extent); (ii) Tenant shall not permit objectionable vapors to emanate from the Premises; and (iii) Tenant shall use commercially reasonable efforts to minimize odors emanating from the Premises that are detectable within the premises of other tenants or occupants of the Building.
12. No eating, drinking or loitering is permitted in the Common Areas, except in designated areas. No smoking or vaping is permitted in the Building, the Plaza or the other Common Areas, in each case except in designated areas.
13. Landlord may require that all persons who enter or leave the Building identify themselves to security guards, by registration or otherwise.
14. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by any governmental agency or reasonably established by Landlord, and shall reasonably cooperate with and participate in all reasonable security and safety programs affecting the Building.
15. Tenant shall reasonably cooperate with and participate in all recycling programs established for the Building by Landlord or any governmental agency.
16. In the event of any conflict or inconsistency between the terms and provisions of these Rules and the terms and provisions of the Lease (including the Work Letter), the terms and provisions of the Lease shall govern in each such instance.

EXHIBIT E

BASE BUILDING TURNOVER CONDITION

BASE BUILDING SHELL CONDITION

1. The following requirements and specifications define the Building Shell Condition of the proposed building, which shall be provided by the Landlord at its sole cost and expense for the Premises leased by Tenant as of the turnover date prior to start of Tenant Work construction, including, but not limited to, architectural and engineering design, permits, labor, material, freight, taxes, insurance, bonds, inspections, and other sundry costs. The Allowance shall not be used, allocated, charged against or drawn on for any items or related items contained in the Building Shell Condition ("**Base Building**").
2. The following requirements and specifications delineate the minimum building performance criteria and design and construction standards required for the building elements and systems which affect the Tenant's space, use and occupancy.
3. All construction shall be new, using new materials and shall at a minimum be designed, performed and constructed in accordance with the latest building codes, regulations and applicable laws including, but not limited to, the Americans With Disabilities Act Accessibility Guidelines, and in accordance with the following specifications. Landlord shall be responsible for compliance with the Americans With Disabilities Act of 2010 and the regulations and guidelines promulgated thereunder, the Accessibility Code having jurisdiction and the regulations and guidelines promulgated thereunder, as all of the same may be amended and supplemented from time to time (collectively referred to herein as "**ADA**") in the common areas, including, but not limited to, elevator lobbies, multi-tenant corridors, toilet rooms, egress stairs and drinking fountains of the Building and Base Building work. Tenant shall be responsible for ensuring that its Tenant Work complies with ADA. Landlord shall be responsible for designing all Landlord Base Building work to comply with ADA, whether or not such compliance is triggered by Tenant's Tenant Work, provided that (i) Tenant advises Landlord of any such impact on Base Building work during its review of Proposed Landlord's Design Development Plans (as long as such feedback is within 10 Business Days) and (ii) Tenant shall pay all incremental costs for any changes to Base Building work to comply with ADA which are necessitated by its Tenant Work.
4. Base Building Deficiencies During Construction of Tenant Work.
 - Definition. "Base Building Deficiency" means any visible and apparent defect, damage, non-conformity or failure of the Base Building or the Base Building Turnover Condition work within the Premises (including visible and apparent design errors or omissions in Landlord's Base Building plans/specifications, construction defects in Base Building work, failure to meet the performance criteria set forth in this Exhibit E, or noncompliance with applicable Laws) that is discovered or arises within thirty (30) days after the commencement of the performance of the Tenant Work in the Premises by Tenant and that materially and adversely affects (i) the Tenant Work within the Premises, (ii) the cost or schedule for the Tenant Work, or (iii) Tenant's Permitted Use or occupancy of the Premises. Base Building Deficiencies include only those defects and latent conditions within the Premises that are identified in writing by Tenant within thirty (30) days after the commencement of the performance of the Tenant Work by Tenant but exclude conditions to the extent caused by Tenant, Tenant's general contractor or Tenant's subcontractors' negligence or willful misconduct or by nonconforming Tenant Work.
 - Landlord responsibility; no use of Tenant Work Allowance. Subject to the provisions of Paragraph 4 of Exhibit B, if Tenant notifies Landlord within thirty (30) days after the commencement of the performance of the Tenant Work by Tenant of a Base Building

Deficiency within the Premises, Landlord shall, at its sole cost and expense (and without recourse to the Tenant Work Allowance), promptly correct and remediate all Base Building Deficiencies within the Premises so identified by Tenant to conform the Base Building to the requirements of the Base Building Turnover Condition, the Lease (including the Work Letter) and all applicable Laws. Landlord shall commence corrective action within ten (10) Business Days after receipt of written notice from Tenant (or sooner if required to mitigate imminent safety or property damage concerns) and diligently prosecute the same to completion. For the avoidance of doubt, the Tenant Work Allowance is available solely for the costs related to Tenant Work as set forth in the Work Letter and shall not be used for Base Building or Base Building Deficiencies.

- Schedule relief and cost recovery. Any actual delay in Substantial Completion of the Tenant Work caused by a Base Building Deficiency identified in writing by Tenant within thirty (30) days after the commencement of the performance of the Tenant Work by Tenant shall extend the date of Substantial Completion of the Tenant Work on a day for day basis and shall not constitute, or be deemed to result from, Tenant Delay. Such delays shall be treated as Unavoidable Delays with respect to Tenant's obligations, to the extent applicable under the Lease.
5. In the event that Landlord's specifications exceed the minimum requirement by code, regulation or law, Landlord's specification shall be constructed unless changes otherwise approved by Tenant.

GENERAL

1. Landlord shall provide locking devices and closers for all base building exits, stairwell, electrical/telephone and other building core doors, except on men's and women's toilets.
2. Landlord shall supply base building drawings (architectural, structural, mechanical, electrical, plumbing and fire protection) electronically in AutoCAD and Revit to Tenant for its use (and PDF files).
3. There shall be no charges to Tenant or Tenant's contractors for after-hours access to the Premises, other than required, dedicated Landlord-provided security personnel or elevator personnel.
4. Tenant and their contractors shall have use of the Building's freight elevator when available for after-hours deliveries and dock access/space at Tenant's cost, subject to Tenant's priority in scheduling. Additionally, Landlord shall supply, at no cost to Tenant a non-dedicated location adjacent to the loading dock, capable of accommodating Tenant's temporary twenty (20) cubic yard dumpster, subject to Landlord's rules and regulations. Landlord will provide access to the loading dock and freight elevator at all times during Tenant's construction of its Premises.
5. Tenant shall be responsible for its own restroom facilities. Upon Tenant request, Landlord shall authorize Tenant's contractor to use the gender-neutral restrooms on Tenant's floor provided that any damage or repairs are the responsibility of the Tenant and Tenant's contractor.
6. Landlord agrees that, should any code violations, or Base Building construction tolerances (as defined in Landlord's Construction Documents), relating to the "Base Building Condition" of the Building or Premises areas existing prior to construction of any tenant improvements be discovered, or should inspecting authorities require improvements to same, then Landlord shall at its sole cost correct all such violations such that the progress and inspections of the Tenant Work is not materially impacted. At Landlord's request, Tenant's contractor can perform these corrections, provided that Landlord increases the Allowance to pay for the cost of this additional scope. However, if timing is such that a floor has been previously turned over and accepted by Tenant (and base building punchlist has been completed), Tenant shall take responsibility with tenant's architect to accurately define all existing conditions.

STRUCTURE

1. Floor Height, Slabs & Reinforcement:
 - a) Floor slab-to-slab height is designed to 13'-6". The arrangement of all beams, slabs, Base Building, ductwork, piping, conduits or other systems in the ceiling plenum of typical floors shall be designed and installed to allow, for all typical lease span conditions, for approximately 10'-0" finished ceiling height (+/-1") with approximately 3'-0" interstitial space from underside of finished ceiling to underside of metal deck and approximately 1'-4" from underside of finished ceiling to bottom of typical floor framing (which doesn't include structural link beam conditions, terrace roof deck framing and deeper girders, which may require penetrations for the Tenant's medium-pressure loop and / or ventilation distribution where required by Tenant's design in order to maintain the above clearances between the bottom of the medium pressure loop duct and the finished ceiling), including fireproofing.
 - b) The floor will be leveled to achieve FF25 flatness classification per ACI 117-10. Landlord will provide Tenant with FF25 report for Tenant premises. Areas leveled by Landlord subsequent to initial pouring of slab to be sealed after curing and comply with ASTM F710. Finished surfaces are to be finished smooth, ready to receive carpet, ceramic tile, resilient tile, wood parquet or stone flooring without additional preparation other than broom cleaning. Tenant shall have the ability to survey the floor per the established ACI inspection criteria prior to turnover date to determine Landlord turnover condition is in accordance with the criteria listed above. If such survey indicates that Landlord's turnover condition is correct, then the costs for such survey are to be borne by Tenant. If such survey indicates that Landlord's turnover condition is incorrect, then the costs for such survey and remedy are to be borne by Landlord.
 - c) Office area loading capacity minimum: 50 psf live + 15 psf partition load + 15 psf superimposed dead = 80 psf total. Landlord shall also provide any and all structural supports for ensuring that the existing and/or improved mechanical rooms and other building systems meet the appropriate floor loading capacity required by code. Structural enhancement costs below any floor(s) of the Premises shall be Tenant's responsibility, and determination of Tenant-selected location(s), including but not limited to, additional floor loading due to change of floor use, (i.e. assembly usage), increased loading for heavy storage, etc.

EXTERIOR WALL

1. Wall assembly:
 - a) Interior side of exterior wall framing assembly (curtainwall mullions and sills) shall be painted aluminum extrusions and trim pieces.
2. Glass & Glazing:
 - a) The exterior wall of the Building will generally consist of a high-quality glass, stainless steel, and/or extruded aluminum exterior cladding/curtainwall system.
 - b) The curtainwall assembly for the Building, including the Premises, shall have an approximate Sound Transmission Classification ("STC") rating of STC-37. For the entirety of the Premises, the vision glass will be floor to ceiling (maximum allowable by the City of Denver Energy Code) insulated units, as described above and required to meet the performance standards established herein. The vision glass will be low E coating and not be interrupted by horizontal mullion or handrail and the inner light of the insulated glass unit will meet safety glass standards as required by code.
 - c) The window treatment on all exterior vision glass will be solar roller-shades with manufacturer's standard manual vertical lifting and unit complete with head rail and accessories, which will be provided by Landlord. Landlord shall provide delivered in

- manufacturer's packaging to Tenant's premises so that they are not damaged during Tenant's Construction. Receiver clips shall be installed by Tenant using Landlord's approved installer. Hanging of the shades prior to Tenant's occupancy shall be by Tenant or Tenant's contractor.
- d) Landlord shall allow Tenant to install other window coverings which would match the color scheme of but not replace Landlord's window treatments, such as mecho-style shades (semi-transparent and/or black-out) or motorized shade per the Tenant's plans. Tenant to provide attachment details for Landlord approval.

EXTERIOR TERRACE(S)

1. See stacking diagram Exhibit for location(s)
2. Curtainwall system adjacent to terraces to be complete.
3. Precast or similar pavers complying with code requirements for ballast and LEED requirements for reflectance
4. Perimeter handrail in place for all exterior terraces within the Premises, complying with code requirements.
5. Lightning protection as required.
6. Terrace entry doors shall have 3-point locking mechanism and power assist closer.

VERTICAL TRANSPORTATION

1. Elevators and elevator system to comply with the following:
 - a) Full Destination-Dispatch controls, design and operation – including at Tenant floor elevator lobbies and parking levels, integrated at Main Lobby level with the entry/security turnstile operation. On the Tenant Premises floors, Landlord shall install two (2) fully-integrated control panels on either side in the Building core elevator lobbies. On Parking floors, Landlord shall install one (1) fully-integrated control panel within the parking level core elevator lobby.
 - b) Destination control system will be linked with building access control system such that elevators will only be called to the Tenant floor by credentials used by designated employees or visitors with Tenant-approved access to their Premises.
 - c) Landlord shall provide for the elevator system to be designed in a manner commensurate with performance established by Comparable Class Buildings, and shall furnish to Tenant performance simulation reports verifying that the Base Building vertical transportation design meets the standards defined herein.
 - d) Interior finish for cabs shall be at the quality and level for Comparable Class Buildings.
 - e) Individual floor programmable lock-off/controlled card access capability with all controls, wiring, connections and devices included.
 - f) One (1) primary fireman's service elevator will be provided. Minimum freight elevator depth to be 8'6". One (1) secondary fireman's service elevator will be provided for dual-use as a high-rise passenger elevator.
 - g) Landlord will provide a prime only finish on elevator doors and jambs ready for tenant provided finishes.

INTERIOR FINISHES, CORE SERVICES/ELEMENTS

1. Stairwells:
 - a) Landlord shall allow Tenants with a premises on multiple floors, at Tenant's option, to upgrade finishes, lighting, install CCTV and/or telephone and/or intercom systems in fire egress stairwells beyond the existing base building condition/finishes provided finishes comply with code and ADA and the option to install card readers for access on Tenant's floors.
2. Tenant Areas:

- a) The interior core walls, stair and elevator shafts, toilet rooms and other core and common area partitions shall be dry-walled, taped, sanded to a level 2 finish, and readied for painting to 6" above finished ceiling line. All column furring and drywall is by Tenant.
 - b) Elevator Lobby – For Tenant Premises floors (full floors only), Tenant shall install its own elevator lobby finishes and shall be solely responsible for coordinating its finishes to the specification and fixture dimensions of any Base Building device or replace any such devices (pursuant to Code requirements) as may be necessary to coordinate with Tenant's finishes. Landlord shall provide paint ready elevator lobby drywall. If Tenant requires relocation of elevator lobby devices for Tenant's lobby finishes, Tenant is responsible for cost and coordination with Landlord's elevator contractor. Tenant is responsible to maintain life safety, area of rescue, and other code requirements for the elevator lobby.
3. Common Areas:
- a) On multi-tenant floors, Landlord shall supply, install and finish all common area elements, including corridor demising walls, per Base Building standard specifications. At corridor demising walls, Landlord shall frame the wall and provide one sheet of rated drywall from floor to the structural slab on face of studs opposite from Premises, with multi-tenant corridor side of partition finished with base building standard finishes.
 - b) Restrooms - Gypsum board finished ceilings, ceramic tile on the floors and wet walls and walls adjacent to wet walls. Stone counter tops and floor mounted toilet partitions are to be provided, as well as recessed and semi-recessed stainless steel toilet accessories and mirrors with integrated lighting. Men and women's restrooms shall be provided on each floor with fixture counts based on Building Code requirements.
 - c) Drinking fountains or bottle fill stations – Landlord to provide per Building Code.
 - d) The following design parameters shall be met for all interior public areas / coreservices.
 - Building standard interior and corridor partitions are constructed (from floor to finish ceiling heights) of 5/8" gypsum board attached to each side of 2-1/2" 25-gauge metal studs located at 16" on center, with an STC rating of min. 45.
 - Finished ceiling to be approximately 8'-6" in bathrooms and 9'-6" in elevator lobbies. Gypsum board is taped and floated ready for paint. Multi-tenant corridor doors shall be 8'0" tall x 3'-0" x 1-3/4" thick solid core paint grade doors in hollow metal frames.
 - On Tenant full floors, and to the extent allowed by Building Code, Landlord shall allow Tenant to finish the surfaces of doors within Tenant's Premises to match Tenant's finishes on the floor. Landlord shall leave the doors and frames primed.
4. Multi-Tenant Floor, Tenant to Tenant Demising Walls:
- a) On multi-tenant floors, Landlord shall supply and install stud framing at Tenant demising walls, First Tenant shall be responsible to install drywall on its side of the Premises, which shall be taped and fire sealed. Second tenant shall be required to install insulation in the demising wall to achieve an STC rating of 50.
 - b) Tenant will install at its own cost insulated transfer ducts at required plenum returns. Sizing to be determined by tenant's engineer based on location and configuration of Tenant's Premises.
5. Loading Dock:
- a) A loading dock shall be provided with three (3) berths pursuant to City of Denver planning requirements, with minimum capacity for two (2) trucks and a wet/dry trash compactor. The docks shall meet code requirements and shall be consistent with Comparable Class Buildings.
6. Main Building Lobby:
- a) Glass curtainwall, stone and wood cladding at core walls, and stone flooring, and a guard/reception desk. Walls will contain a blend of stone, wood and/or metal finishes.

SPECIALTIES AND EQUIPMENT

1. Security:
 - a) Landlord shall have on-site dedicated security personnel responsible for overseeing building security.
 - b) Controlled entry system. Base Building, elevator and Tenant's suite, access shall require the use of a single access control device by the Tenant. Access control for other users (visitors, public parking, etc.) will be via separate system and/or keycard.
 - c) Destination dispatch elevator systems shall have floor lock-off capability.
 - d) Base building shall have a 24-hour security presence in the building, capable of responding to on-premises security events, responding to Landlord's security alarm and intrusion information, and providing access control functions.
 - e) Tenant shall work with Landlord in order that Tenant's security system will be compatible with and complementary to the existing building security system, including fire exit stairs on the floors occupied by Tenant
 - f) Landlord shall provide to Tenant one (1) security system access card for each employee of Tenant in the space (limited only to employees in the Denver, Colorado office of Tenant) at no cost to Tenant. Landlord shall program cards into Base Building security system per a schedule of names and access privileges provided to Landlord by Tenant. Tenant shall also have the option to utilize Bluetooth digital credentials in lieu of or in addition to physical keycards that integrates into the elevator dispatch system.
 - g) Landlord shall furnish and install lock cylinders complying with Base Building specifications for base building doors. Tenant shall furnish and install lock cylinders complying with Base Building specifications for Tenant Premises doors. Tenant shall provide keying of the locks within Tenant's Premises tied into the building master keying system,
 - h) Landlord will provide main lobby door for afterhours access with a card reader.
 - i) Video surveillance cameras shall be installed to monitor the following locations within the building:
 - a. Building entrances and exits, including public, bike storage, parking garage entrance, loading dock, and emergency egress stairs
 - b. Lobby areas including turnstiles, security desk(s), and entrances from ground floor retail tenant areas
 - j) Access control card readers shall be installed at locations noted above and at the following locations within the building:
 - a. Ground floor entrance to the building lobby for Tenant after-hours access.
 - k) Landlord's security system shall monitor security-sensitive base building doors for unauthorized access, including:
 - a. Emergency egress stairwell doors
 - b. Critical MEP rooms, including building generators, main electrical switchgear rooms, main air handling equipment, and NetPop rooms.
 - c. Ground floor lobby access doors (after hours)
2. Signage:
 - a) Landlord to provide placards for all Building "core" rooms, including, but not limited to, restrooms, utility rooms, stairwells, and all directional and instructional signs as required by code.
 - b) Landlord to provide Tenant's name identification sign on its respective multi-tenant floor, using building signage standards.

SITE IMPROVEMENTS

1. Signage: All Building signage will be simple, informative and well designed. Other signage elements will include, at Landlord's cost:

- a) Directional and information signage.
 - b) Public safety and security signage.
 - c) Street address signage
2. Exterior Lighting: Lighting will be provided for all sidewalks and pedestrian areas of the project. Exterior illumination of the building signage is provided. Minimum lighting requirements and standards are:
 - a) Building entries, parking garage and pedestrian ways shall be lighted for appropriate image, safety, and security. Exterior lighting, outside terrace design/lighting and streetscape will be consistent with first class office buildings.
 3. Drainage: Comply with local requirements for storm water control.
 4. Infrastructure: All infrastructure shall be completed including all site utilities, etc. All utilities shall be provided to the site and located within public utility easements and shall be individually provided to the building including storm sewer, sanitary sewer, domestic water, fire service, electrical power, telecommunications, etc. Utility service shall comply with municipality and utility company requirements.
 5. Building Plaza finishes will include the use of stone or precast for pavers, planters, signage and seating.

PLUMBING AND FIRE PROTECTION

1. Landlord to provide two (2) sanitary stacks and a minimum of two (2) wet stacks per floor, with connection points to domestic water supply, waste & vent lines. Water will not always run adjacent to waste and vent.
2. Each sanitary stack shall consist of a minimum 4" waste and 4" vent riser with future connections for tenant use.
3. Landlord will provide domestic cold water capped and valved future connection for tenant use. Domestic water risers shall provide tenant water at minimum 30 psi and maximum 80 psi operating pressure.
4. Below Tenant's lowest Premises floor, Landlord and Tenant shall cooperate so as to facilitate any coring and/or under slab work to occur without disruption to the tenant below, whether it be related to their existing conditions or impacts during business hours.
5. Fixtures: Faucet and Mop Sink Basin for Janitor's use shall be located discreetly as shown on Landlord's Plans within the building core. All fixtures provided by landlord that require hot water connection shall be provided with hot water by landlord provided equipment.
6. Design fire protection sprinkler system in accordance with NFPA and local authority; including fire standpipe supply risers and drains, fire pump, and all appropriate sprinkler flow and tamper alarm devices interconnected to the building fire alarm system.
7. Sprinkler Heads:
 - a) Sprinkler system shall be sized to meet Light Hazard classification or as required by the City of Denver Building Code.
 - b) Main loop piping and all other sprinkler pipes will be installed in the zone above the finished ceilings.
 - c) Common/Core areas: Fully sprinklered with recessed heads (concealed/flush mounted with cover plates) located in center of tile, or aligned in GWB or other ceiling system.
 - d) Tenant areas: All floors occupied by Tenant to be fully sprinklered, with code required sprinkler heads installed per 225 square feet. Tenant shall provide permanent sprinkler layouts corresponding to its design, as required by code.
8. Provide separate fire hose valves as required to meet code for shell and core construction. Landlord to provide wall mounted extinguishers in all Building mechanical and electrical rooms in accordance with Building codes. Landlord shall provide a floor plan showing the location of all fire extinguishers and fire cabinets in the Premises. Hose valves will be on the combination risers within the stairwells.
9. Fire Alarm Supervision, Detection & Annunciation System:

- a) A complete system as required for type of building construction and in accordance with code. Complete addressable detection and alarm system shall include, but not be limited to, fire alarm control panel, fire annunciator panel, fire alarm terminal cabinets & risers, power boost signal amplification modules, voltage transformers and interconnections to all key devices or equipment, including but not limited to, such items as elevator recall, sprinkler flow and tamper switches, emergency generator, fire pump, HVAC equipment, stair and hoistway pressurization system and monitoring devices and service. Fire annunciator panel and graphics to incorporate any zones or graphics required to indicate or annunciate Tenant's use of the Premises, in accordance with code.
 - b) Include all required ADA compliant speakers, smoke detectors, duct detectors, heat detectors, pull stations, strobe lights, audible devices and other devices in the parking garage, elevator lobbies, elevator shafts, entrance foyers, common areas, restrooms, core and core corridor areas. System capacity (amplification, inputs, etc.) shall be adequate for addition of Tenant area devices without system supplementation or upgrade.
10. Tie-ins of all Landlord-provided base building fire alarm detection and notification / annunciation devices to the base building fire alarm/control system. For fire alarm devices in Tenant's Premises, Tenant shall be required to use Landlord's contractor for tie-ins.
11. Fire Proofing:
- a) Fireproof all structural steel members, supports and vertical penetrations as required by Building Code.
 - b) Spray fireproofing will be installed to steel columns, beams, etc. in accordance with local code. Tenant will be responsible to repair fireproofing that becomes damaged/removed during the tenant improvement process to provide code coverage.

H.V.A.C.

- 1. System Operation Standards of performance: Landlord provided HVAC system for all general office and ancillary areas, in operation during Regular Business Hours of all Business Days, shall be designed to maintain the following temperatures throughout the Premises:
- 2. Outdoor Conditions: per current ASHRAE guidelines (0.4% outdoor criteria).

| <u>Temperature</u> | <u>Heating Season</u> | <u>Cooling Season</u> |
|--|--|--|
| Outside: | -1.4°F | 94°F DB 61°F WB |
| Inside: | 72°F (+/-2°F) | 75°F (+/-2°F) |
| Primary outside air system design Discharge Air Temperature: | 60-75°F Reset will be implemented to reduce energy consumption where possible | 70-75°F Reset will be implemented to reduce energy consumption where possible |
| Approximate design outside air quantity | 0.2 CFM/ usf | 0.2 CFM/ usf |

Indoor Air Quality: To meet the latest ASHRAE Standard for "Indoor Air Quality" and local code whichever is more stringent.

- a) Internal heat gain for both heating and cooling seasons shall accommodate a minimum load in Tenant Premises based on:
 - i) 1 person per 125 rsf
 - ii) Lighting and equipment load based on 6 watts/usf electrical capacity (approximately 3.4 w/sf for receptacles and 0.6 w/sf for lighting).
 - b) HVAC equipment and space housing the equipment designed to NC 40 minimum in all office and conference spaces. Provide sound attenuators, sound-lining and reduced air velocity as required per acoustical consultant review. Sound attenuate mechanical rooms to max. NC 42 +/- 3. Intermittent structural born or airborne noise or rumbling shall not be acceptable.
 - c) Primary Air Filtration: Air supply shall be filtered with a MERV-15 filters per latest version of ASHRAE Standard 62.1 in accordance with the LEED Enhanced Indoor Air Quality strategy.
 - d) Minimum fresh air ventilation supplied to the Tenant office area shall equal 0.2 CFM/usf. NOTE: This exceeds local code minimum ventilation rates by approximately 50% and exceeds national standards for office ventilation by approximately 100%.
 - e) Separate, ducted fan exhaust systems (fans, motors, duct, louvers, controls) for parking garage, toilet rooms, limited service kitchens, and telephone and electrical rooms. Xcel rooms will be exhausted as required by Xcel.
 - f) Building system design, including water-source VRF units, will provide sufficient heating capacity to properly "wash" top-down the exterior glass-curtain wall, subject to Tenant program and air distribution method for typical height floors of a slab to slab of 13'6". All distribution ductwork and diffusers downstream from Landlord's base building work are Tenant's responsibility, and Tenant acknowledges that placement and design of such diffusers is integral to satisfaction of this Item 2(f).
3. Base Building Distribution for Tenant Premises: medium pressure ventilation air duct work stubbed out of the core for connection by Tenant. Medium pressure loop and ventilation air distribution will be completed by Tenant.
- a) VRF System:
 - i) Landlord will provide water-source, heat recovery, VRF condensing units on each typical office tenant floor sized to accommodate typical tenant heating and cooling capacity. VRF condensing units to be selected with capacity for up to 150% connection ratio, 12 port branch selector boxes (selector boxes provided by tenant), and adequate quantity of indoor fan coil units to meet 1.0 CFM/sf at or below the design supply air temperature for each respective zone.
 - ii) Water-cooled VRF condensing units and connections to the condenser water system will be provided by the Landlord. Branch selector boxes, indoor fan coil units, and all associated refrigerant piping will be provided by future tenants.
 - b) Ductwork:
 - i) All ductwork in accordance with most current SMACNA.
 - ii) Provide all work including ventilation supply air, exhaust air, water-source VRF system including VRF terminal units, and related diffusers, registers and balancing for all building common areas. Sound lining/duct insulation for twenty-five (25) feet beyond main base building supply fans or as required per acoustic consultant recommendations.
 - iii) Office restrooms VRF terminal unites will be provided by future tenant. Ductwork stub out provided from office restroom space to office space by tenant.
 - iv) Vibration isolation provided for all base building HVAC equipment.
 - v) Dampers, plenum boxes, return air transfer ducts, O.A. grilles, fire dampers, combination fire / smoke dampers, and smoke duct detectors as required for base building, core, lobby and core corridor construction.
 - vi) Sound attenuated offset return air transfer ducts at core, lobby, and slab to slab walls.
 - c) Insulation:

- i) Main medium pressure loop ductwork insulation to be provided by tenant if required.
- d) Diffusers/Return Air Grilles:
 - i) For multi-tenant floor only, Landlord includes VRF terminal units and diffusers in elevator floor lobby, multi-tenant corridors, and core areas as code required. Branch controllers to be located in multi-tenant corridor or other common space to allow for all tenants to easily access.
- e) Direct Digital Automatic Temperature Control (DDC) / Building Energy Management System, including:
 - i) DDC control and status of all equipment.
 - ii) Certified air & water balance for entire base building /core HVAC system as required by Code and/or LEED.
 - iii) Tie-ins of all Landlord provided devices to the base building BAS/EMS system. Landlord to provide Tenant visibility into base building equipment serving Tenant floors and or space for monitoring purposes only. For Tenant's supplemental devices Landlord shall procure tie-in unit prices as part of Landlord's base building construction agreement if Tenant is required to use Landlord's contractor for tie-ins.
 - iv) The HVAC controls shall include automatic summer/winter changeover and have the ability to maintain the desired dry bulb temperature with +/- 2°F. Digital control system shall provide loop for tie-in of controls within Tenant's space to Base Building BAS (Building Automation System). Tenant shall be required to retain the Landlord's proprietary controls sub-contractor for final tie in and connection to the BAS system installed in the Base Building.
 - v) Landlord to perform all necessary balancing to maintain the proper temperatures for all systems provided by Landlord. Tenant is responsible for re-balancing landlord systems when/if tenant either modifies or connects to existing system.
 - vi) BAS shall be an independent LAN-based DDC system design with open protocol technology.
 - vii) Tenant shall be responsible to relocate base building return air sensors, indicators, smoke detectors, etc. to tenant's finished ceiling as well as keeping access to the main supply and return control dampers to maintain proper maintenance.
- 4. Motors/Pumps:
 - a) Variable speed/frequency drives on motors or electrically commutated motors, fans and pumps for energy efficiency (where designed).
- 5. Condenser water riser connections available on each floor for supplemental air conditioning requirements on a 24x7x365 days basis Supplemental cooling will be separately metered, with Tenant paying the cost for a Landlord specified meter and its installation. Tenant understands that the system will not be hooked up to the base building emergency generator. Pumping will be required per Landlord's standard connection detail and is by Tenant. Landlord, at its cost and expense, will install a set of two-inch (2") tie-in/shut- off valves, located in the core of each floor, for Tenant to tie into for supplemental cooling. Flow meters and pumps in Tenant's Premises in a location to be designated by Tenant and approved by Landlord (which approval shall not be unreasonably withheld) shall be at Tenant's cost. All supplemental cooling to Tenant Premises will be distributed via system installed and maintained by Tenant, and shall be dedicated solely for the Tenant's use. Approximately 15 tons of supplemental cooling is provided to each tenant floor, including Tenant's Premises.
- 6. Tenant shall not utilize Base Building return air beam penetrations for above ceiling MEP/FP or other system pathways. Tenant shall maintain sufficient free area return air path to base building return air openings to maintain 400 feet per minute maximum return air velocity.
- 7. The building shall be designed and have energy management systems in compliance with the latest energy codes and LEED requirements.

ELECTRICAL

1. Building will have electric power service to the building from three (3) primary feeders, originating from the same substation. Each feeder will serve two (2) service transformers. Transformers will be provided in groups of three (3) and each group is designed in an N+1 configuration.
2. Building will have a main Xcel utility vault for incoming high voltage service and transformation, which will serve base building and tenant electrical service switchboards located in a main electrical room. There will be multiple 480/277V plug-in busways routed vertically through typical floor electrical closets and will serve tenant floor lighting and receptacle loads, humidification, supplemental cooling, and other supplemental mechanical systems as required by the tenant.
3. Distribution:
 - a) Typical floor electrical closets:
 - i) Each floor will receive one (1) 400A, 480/277V, 3 phase, 4 wire service via a 400A fused disconnect switch connected to the plug-in busway. Service is sized to provide approximately six (6) watts per usable square foot plus 56 kVA per floor for tenant humidification on select floors. This service will be available in the core electrical closet for Tenant's lighting and power loads.
 - Landlord provides the step-down transformer for all full-floor tenants; Landlord furnishes and installs the meter in conjunction with the utility provider. Tenant only pays for its usage. Landlord to also provide a 208/120V meter center cabinet for full floors. Tenant shall be responsible only for: Branch panelboards within the Premises, branch circuiting, Tenant equipment loads, and tie-ins from the meter center to Tenant's internal distribution. The Base Building electrical system shall be fully operational, code-compliant, and capable of delivering approximately six (6) watts per usable square foot to each full-floor premises without requiring Tenant to purchase transformers.
 - For floors with multiple tenants, Landlord will provide the service switch/meter center cabinet at 208/120 V, 3 Phase, 4 wire. Meter center will be sized to provide approximately six (6) watts per usable square foot.
 - The meters shall be furnished and installed by the Tenant. Meters shall meet landlord meter specifications and standards.
 - ii) Power needed to operate the base building equipment servicing Tenant's Premises shall be off a separate Landlord provided 480/277V service.
 - iii) Power for public and core area lighting and receptacles shall be off a separate Landlord provided 480/277V service(s) with dedicated 208/120V transformer(s) located every 5th floor.
 - iv) All power for Tenant supplemental cooling and humidification shall be derived from Tenant's metered electrical service.
 - v) Tenant shall receive Landlord approval prior to locating any Tenant distribution panelboards or equipment within core electrical closet.
 - b) Electrical loads for VRF system including water-source units and VRF terminal units, shall be separated from lighting and receptacle loads. Landlord shall provide sufficient electric power capacity @ 277/480V, 3 Phase, 4 wire for the VRF system in the form of one (1) panelboard located in a Landlord's electric closet. If required, additional base building house panelboards shall be sub-fed from the primary base building house panelboard and provided by Tenant and approved by landlord. Space for three total base building panelboards is allocated within the core electrical closet.
4. Emergency circuits/lighting and emergency exit lights will be provided as required in all spaces. Each floor will have the required emergency circuits per floor, as well as risers, and connections for lights, security, and fire alarm system. Emergency panelboards are located approximately every five floors.

5. All light fixtures (functional, decorative and associated code compliant controls) shall be included for all core restrooms, core and core corridor areas, and exterior of building as applicable.

COMMUNICATIONS

1. Landlord shall provide a base building blown fiber optic loop, from the building NetPop, thru both telecommunication riser closets, housed within a micro-duct conduit pathway, for tenant use. Tenant is responsible to hire building riser manager to extend fiber connection from nearest connection point within the building riser closet (every 3-4 floors) utilizing the existing microduct infrastructure to tenant's Main server room. All costs associated with this extension shall be borne by tenant. Copper distribution will not be provided at the building NetPop from service providers.
2. NetPops
 - a) Landlord will provide diversely routed services and an option for providers to come in via two points of entry into the Building to the NetPops. Landlord to provide two independent communications riser rooms located at opposite ends of the core for redundancy.
 - b) A grounding system will be provided throughout the Building telecommunication riser closets, Net POPs and all Technology Rooms (TRs) compliant with ANSI/TIA - 607-B.
 - c) A main Carrier distribution frame will be located in the NetPops of the Building with provisions for at least four (4) carriers/vendors, including Cable TV. A series of sleeves will be provided throughout the Building tele/data closet for main vertical distribution. The Tenant's telephone systems and data networking switches and related equipment will be located within Tenant Premises.
3. Tenant may require rooftop space for installation of satellite equipment. Locations of such satellite dishes or antennae to be reasonably approved by Landlord, and Tenant shall be responsible for all costs associated with design and installation.
4. Landlord to install a carrier-neutral Distributed Antenna System (DAS) or Small Cell network that is 5-G capable and serve all portions of the Building, including the Premises and all Amenity Spaces. Landlord to provide five (5) base building antennas within Premises.
 - a) Protection from EMI and RF hot-spots.
Landlord will work with Tenant to protect Tenant's Premises from any known sources of EMI or RF during the design of the Building that may adversely affect Tenant's operations and identify and manage curing such sources of EMI or RF in the future within the Building that may adversely affect Tenant's operations.
 - b) Landlord will take commercially reasonable efforts to provide a system that shall have adequate RF capacity to support the total building system coverage area population peak call volume for each wireless carrier and signal type without busy/overload or dropped calls. "In building" signal shall be dominant throughout the entire interior space, including near windows. The system shall provide adequate signal coverage over a minimum of 95% of Tenant leased space.

LIGHTNING PROTECTION SYSTEM (LPS)

The Building lightning protection system shall receive an Engineering Inspection Report from UL certifying that the system consists of UL listed components and installed by UL listed LPS installer.

CLEANING

Tenant shall be responsible for its own "construction cleaning", including all interior glazing, subsequent to completion of its fit out and furniture installation. During the Tenant's move-in weekend, Landlord shall have its janitorial services' staff provide (at no additional cost) a more comprehensive "pre-move-in"

cleaning of Tenant's Premises, including all interior and exterior glazing, prior to Tenant opening for business.

MISCELLANEOUS

1. Tenant shall retain the services of Architects, Engineers and other consultants for the design, construction and oversight of the interior build-out of the Premises. Tenant shall have the right to competitively bid and/or select the general contractor and subcontractors to perform this work, subject to the reasonable approval of Landlord, which approval shall not be unreasonably withheld or delayed.
2. Tenant shall pay for the cost of electricity consumed in the Premises in connection with the Tenant Work commencing after the installation and energization of Tenant's permanent electrical meter which Tenant agrees shall be installed promptly after commencement of the Tenant Work by Tenant.

ADA

Landlord shall be responsible for compliance with the ADA in the common areas, including, but not limited to, elevator lobbies, multi-tenant corridors, toilet rooms, egress stairs and drinking fountains of the Building and base building work. Tenant shall be responsible for ensuring that its tenant improvements comply with ADA.

EXHIBIT H

TENANT VENDOR/CONTRACTOR INSURANCE

Tenant shall require each Tenant's vendor/contractor entering the Premises, Building or Property to perform the any work on behalf of Tenant to secure, pay for, and maintain, during the continuance of such work within the Premises, Building or Property, policies of insurance in the following minimum coverages and minimum limits of liability:

i. Worker's Compensation insurance, regardless of eligibility for waiver or exemption of coverage under state statute, in form and with limits in accordance with the laws of the State of Colorado, including occupational disease and voluntary compensation coverage, and Employer's Liability Insurance with limits not less than one million dollars (\$1,000,000) per occurrence; per employee for disease; and in the aggregate for disease, and all insurance required by all applicable employee benefit statutes and regulations to protect Tenant's vendor/contractor and all subcontractors from any and all liability under such statutes and regulations is required.

ii. Commercial General Liability (CGL) insurance on an "occurrence" coverage form at least as broad as that provided under the ISO form CG 0001 (or insurer-approved equivalent forms providing additional insured coverage that is at least as broad for both ongoing and completed operations) with coverage for bodily injury, broad form property damage, personal and advertising injury, premises and ongoing operations, products and completed operations, contractual liability, and shall insure against any and all claims for bodily injury, including death resulting therefrom and damage to the property of others and arising from its operations, whether such operations are performed by Tenant's vendor/contractor, or by anyone directly or indirectly employed by any of them, in a amounts not less than \$1,000,000 per occurrence, whether involving bodily injury liability (or death resulting therefrom) or property damage liability or a combination thereof and with a minimum general aggregate limit of \$2,000,000 per project, and a minimum products and completed operations aggregate of \$2,000,000. The CGL must (a) cover explosion, collapse, and underground property damage, and (b) provide ISO additional insured endorsement forms CG2010 10/01 (for ongoing operations) and CG2037 10/01 (for completed operations), or equivalent, or form CG2010 11/85 (for all work) if commercially available.

iii. Umbrella/Excess Liability insurance over the commercial general liability, employer's liability, and business automobile liability insurance, with limits of (1) not less than \$10,000,000 per occurrence and in the aggregate in the case of general contractors, and (2) not less than \$1,000,000 per occurrence and in the aggregate in the case of major subcontractors. Such insurance shall be written as follow form or alternatively with a form that provides coverage that is at least as broad as such primary insurance policies.

Business Automobile Liability insurance on ISO form CA 0001 or equivalent, including the ownership, maintenance, and operation of any automotive equipment, owned, hired, or non-owned in an amount not less than a combined single limit of \$1,000,000 per occurrence, provided such insurance shall only be required with respect to Tenant's vendors using owned or hired vehicles in connection with work performed on behalf of Tenant. Such insurance shall insure Tenant's vendor/contractor against any and all claims for bodily injury, including death resulting therefrom, and damage to the property of others arising from its operations under the contracts, whether such operations are performed by Tenant's vendor/contractor, or by anyone directly or indirectly employed by any of them.

To the fullest extent permitted by Law, all policies (except the worker's compensation policy) shall be endorsed to include as additional insured parties the Landlord Protected Parties. Primary insurance, umbrella/excess insurance, self-insurance, retentions and deductibles maintained by Tenant, Tenant's vendor/contractor, and any subcontractors shall be primary to and shall not contribute with and shall not apply as excess over other primary, umbrella/excess insurance, or self-insurance programs afforded such additional insureds. The commercial general liability and excess/umbrella liability policies shall afford additional insured status for ongoing operations and for completed operations through the applicable statute of limitations/repose either through continuous renewal of insurance coverage or the purchase of an extended reporting period. Such insurance shall also provide that Landlord shall be given thirty (30) days' prior written notice of any reduction or cancellation of coverage. Additionally, where applicable, each policy shall contain a severability of interest clause and shall not contain a cross-liability endorsement precluding coverage under the policy for claims or suits brought by an additional insured against a Named Insured.

To the fullest extent permitted by Law, Tenant and Tenant's vendor/contractor each hereby agree to waive and shall require all subcontractors of any tier to waive any rights of recovery from Landlord, and all of their direct and indirect parents and subsidiaries, all of their affiliated entities, successors and assigns and each of their respective current or future officers, directors, managers, members, partners, shareholders, employees and agents and, if any, the Landlord's lender, development manager, tenant coordinator, and property manager, and all insurance policies shall confirm or otherwise allow for such waiver of subrogation without restricting or limiting coverage, whether such insurance policy is specifically required herein or not. The parties intend for the foregoing waivers of subrogation to apply to deductibles and self-insured retentions and to be effective through the running of applicable statute of limitations and statute of repose.

All policies of insurance must be provided by insurance companies admitted to do business in the state or jurisdiction in which the Premises, Building or Property is located and rated by A.M. Best Company with a rating of "A, VII" or higher. The insurance coverages, policy limits and other policy provisions required in this exhibit are minimums only and Tenant's vendor/contractor and subcontractors shall have the obligation to provide such broader coverage and full policy limits available in the actual insurance policies carried.

The insurance required herein may be satisfied by maintaining any combination of primary policies and umbrella/excess policies written as follow form or with coverage at least as broad as the primary policies. The certificate of insurance and other documents required by Landlord must evidence (a) active insurance policies required herein and the limits purchased on each, provided such limits shall not be less than the minimum limits indicated herein, and (b) additional insured status required herein, and (c) waivers of subrogation required herein, and (d) Tenant shall use commercially reasonable efforts to provide thirty (30) days' prior written notice of cancellation of insurance from the insurance carrier to Landlord; evidence by means of approved "blanket" policy endorsements or policy provisions is acceptable. A renewal certificate of insurance is required prior to expiration of any policy required herein and upon Landlord's request.

Except as otherwise stated herein, the insurance required under this exhibit shall be in addition to the insurance required to be procured by Tenant pursuant to this Lease and such insurance is separate and independent to (and is intended to stand alone and not solely support, alter or limit) any indemnity obligation agreement between the parties.

EXHIBIT N

LEED v 4 REQUIREMENTS

1. Tenant agrees to provide to Landlord, no less often than quarterly, information showing Tenant's monthly energy and water consumption data in connection with Tenant's use of the Premises, to be used by Landlord for purposes of monitoring and improving building efficiencies, and pursuant to reporting requirements of the USGBC and Energy Star Programs. Energy and water consumption data to be obtained from utility bills, Tenant-level water metering not required. Tenant shall not be required to prepare or furnish any information that is not otherwise maintained by Tenant in the ordinary course of business.

2. Plumbing Fixtures. For new installations and whenever plumbing fixtures are being replaced the Tenant shall install fixtures according to the following specifications or meet current minimum code requirements whichever is more stringent:

- a. Water closets with a flush volume not to exceed 1.28 gallons per flush and be WaterSense labelled.
- b. Urinals not to exceed 0.125 gallons per flush and be WaterSense labelled.
- c. Lavatory faucets with a flow rate not to exceed 0.35 gallons per minute.
- d. Break room and kitchen type faucets with a flow rate not to exceed 1.5 gallons per minute.
- e. Showerheads with a flow rate not to exceed 1.5 gallons per minute and be WaterSense labelled.

3. Appliances. All Tenant installed dishwashers, ice makers and refrigerators shall be Energy Star certified.

4. Pre-rinse Spray Valves. Any Tenant installed pre-rinse spray valves shall not exceed 1.3 gpm.

5. Lighting. For new installation and whenever lighting systems are being replaced the Tenant shall install lighting systems in accordance to lighting requirements of IECC 2018 Chapter 4 Section C405 Electrical Power and Lighting Systems, with 2019 Denver Amendments. For office spaces, the minimum interior lighting power allowance requirement of 0.79 Watts / square foot per the 2018 IECC Chapter 4 Table C405.3.2(1) with 2019 Denver Amendments. In addition to the lighting power density requirements, the lighting design must meet the mandatory lighting controls requirements of IECC 2018 Section C405.2 Lighting Controls with 2019 Denver Amendments including but not limited to occupancy sensors, time switch controls, and daylight responsive controls.

6. Refrigerants. For new installations of HVAC equipment and any other equipment that contains more than 0.5 pounds of refrigerant the Tenant shall install mechanical cooling equipment free of ozone depleting substances. No use of CFC-based refrigerants is permitted. Tenant is not permitted to install fire suppression systems with CFCs or HCFCs.

7. Ongoing Consumables Recycling. Tenant agrees to recycle the following items: (i) Paper; (ii) Cardboard; (iii) Plastics; (iv) Aluminum Cans/Metals; and (v) Glass. Additionally, Tenant will have access to the Base Building's battery and electronic waste recycling programs.

8. Ventilation. Mechanical ventilation systems must be designed using the ventilation rate procedure as defined by ASHRAE 62.1-2013. Meet the minimum requirements of Sections 4 through 7 of ASHRAE Standard 62.1-2013, Ventilation for Acceptable Indoor Air Quality (with errata but without addenda).

9. Smoking/Vaping. Smoking and/or vaping are prohibited within the Premises and within 25 feet of entries, outdoor air intakes, and operable windows.

10. CO2 Sensors. Tenant to monitor CO2 concentrations within all densely occupied spaces, those spaces having more than 25 occupants per 1,000 square feet.

11. Cross-Contamination Prevention. Tenant shall design exhaust system of each space where hazardous gases or chemicals may be present using a minimum 0.50 cfm per square foot rate and provide self-closing doors and deck-to-deck or hard-lid ceiling.

12. Green Cleaning Policy. The tenant agrees to participate in the base building's green cleaning program.

ATTACHMENT 1

CONTRACTOR COOPERATION STANDARDS

The following Contractor Cooperation Standards are to be strictly enforced for all Contractors performing Tenant Work at the Building or on or about the Property. Landlord will publish Contractor Rules and Regulations, from time to time, in accordance with the Lease to supplement these Cooperation Standards.

All contractors must:

- Be licensed contractors possessing good labor relations and capable of performing quality workmanship.
- Work in harmony with all other contractors and subcontractors on the site.
- Conduct themselves in a professional manner at all times.
- Respect each other's work space and the Building / Site in general.
- Obey all of Landlord's Contractor Rules and Regulations.
- Abide by all Governmental mandates and Ordinances especially the guidelines set forth by the City of Denver Building Codes and OSHA.
- Conduct regular safety meetings with all of its tradesmen to ensure a safe working environment for all contractors and visitors to the site.
- Notify Landlord's representative if any Hazardous Materials are required to be stored on site for whatever reason. All necessary precautions need to be made when storing and using Hazardous Materials.
- Keep the site free of accumulated debris which would cause un-safe conditions.
- Keep all Insurance Certificates up to date and current.
- Notify Landlord's representative if anyone is seen violating any of these Cooperation Standards or Landlord's Contractor Rules and Regulations.

ATTACHMENT 2

CONSTRUCTION RULES AND REGULATIONS

1. LANDLORD CONTACT

Primary Contact is Greg Pierce, email: gpierce@riversideid.com

2. SITE ACCESS

- (a) Site access for all tradesmen will be through the Loading Dock.
- (b) Contractor badges are required to enter the Building and must be worn at all times while working in the Building. Badges should be obtained from the Landlord prior to commencement of any work.
- (c) All Contractors are limited to the floors they are performing work on. There will be no access to the Lobby, exterior plaza, core and shell spaces, passenger elevators or other Contractor floors.
- (d) All construction personnel, deliveries, and related vendors shall use the Loading Docks and/or Arapahoe Street man door (near the loading docks) for access to the building. No contractor or vendor access will be allowed through the building's Main Lobby.

3. HOISTING AND MATERIAL DELIVERIES

- (a) All material hoisting must occur through the Loading Dock or designated areas after hours, on a pre-scheduled first come, first served basis and with a minimum of 48 hour notice. Pre-scheduling applies to both the Loading Dock and the available freight elevators.
- (b) During regular working hours (approximately 7:00 am to 3:30 pm, Monday through Friday) contractors will have non-exclusive use of the available freight and/or passenger elevators for manpower and small, hand held tools only.
- (c) Truck access is limited within the Loading Dock.
- (d) Freight car capacities and dimensions to be identified by Landlord to Tenant when the final installment of the Landlord Work Plans are delivered to Tenant for review.
- (e) All Contractors must field verify the access routes and Loading Dock restrictions prior to the commencement of any deliveries.

4. DOCUMENTS REQUIRED TO BE SUBMITTED TO LANDLORD PRIOR TO CONSTRUCTION COMMENCEMENT

- (a) Copy of the Building Permit (which must be clearly posted at the site at all times).
- (b) Copy of the City of Denver approved Permit Plans.
- (c) All Contractor and Subcontractor Insurance Certificates in accordance with the terms and limits contained in the applicable Tenant Lease.

- (d) List of all subcontractors with contact names, phone numbers and email addresses.
- (e) Emergency Contact List for all senior field personnel including cell phone numbers and email addresses.
- (f) Contractor's Site Safety Plan.
- (g) Construction Schedule.
- (h) Anticipated work hours and after hours hoisting requirements.